REGULAR MEETING OF THE FARMVILLE TOWN COUNCIL HELD ON JUNE 12, 2024

At the regular meeting of the Farmville Town Council held on Wednesday, June 12, 2024, at 6:00 PM, in the Council Chamber of the Town Hall, located at 116 North Main Street, Farmville, Virginia, there were present Mayor Brian Vincent, presiding, and Council members A.D. "Chuckie" Reid, Daniel Dwyer, Tommy Pairet, Adam Yoelin, Donald Hunter, and John Hardy.

Staff present were Town Manager Scott Davis, Town Attorney Gary Elder, Finance Director Julie Moore, Fire Chief Daniel Clark, Public Works Director Robin Atkins, Community Development Director and IT Support Ashley Atkins-Austin, Deputy Clerk Jacqueline Vaughan, and Clerk of Council Mary McKay.

Mayor Vincent called the meeting to order, and all guests were welcomed.

The Clerk called the roll, noting Council member Sallie Amos as absent.

The Lord's Prayer was recited for anyone wishing to join in prayer. Vice-Mayor Reid led the Pledge of Allegiance.

ADOPTION OF AGENDA

Mr. Hardy made a motion to amend the agenda to include a discussion on parking fees, seconded by Mr. Dwyer, and with all in favor stating "aye", the motion passed. Town Manager Davis had requested that the agenda be amended by adding Old Business after item labeled New Business with the topic of Parking Fees.

Mr. Hardy made a motion to adopt the agenda with the amendment on the table, seconded by Mr. Reid, and with all in favor stating "aye", the motion passed.

DECLARATION OF PERSONAL INTEREST

There were no declarations of personal interest made.

Mayor Vincent opened the public hearing period.

PUBLIC HEARING - ORDINANCE NO. 230 AMENDING CHAPTER 6 – BUILDING BY ADDING ARTICLE VI – FARMVILLE LAND BANK TO INCLUDE SECTIONS 6-150 THROUGH 6-165.

Mike Yeatts was present to address the Council on behalf of his aunt, Mary Yeatts of 505 Franklin Street, who was unable to attend the meeting. Having heard of the proposed land bank from a news feed from the *Farmville Herald*, he further stated that the topic makes him very nervous about property rights as individuals. He asked Council members to be very careful going down a pathway with the best of intentions of the government getting involved and being able to take someone's property. Mr. Yeatts provided an example of an 80-year-old couple needing a roof repair costing $25,000 and are unable to pay for it. The due processes of the land bank are provided for, and the roof is repaired. The couple are unable to pay so the house is taken and auctioned off to pay for the repair. He thinks the topic needs to be more vetted to look at the details. It was his understanding that two properties were causing the issue and that this process can be used against a lot of properties.

Tom Dennison, 109 Grove Street, provided comments on establishing a procedure to inspect the health and safety standards of all rental properties within the town. It was suggested to have town inspectors check these properties at some rate every few years or whenever a tenant changes. Doing so provides an opportunity to raise the standard of living in the town.

With no one else signed up to speak, Mayor Vincent closed the public hearing on Ordinance No. 230.

Before the public hearing was held on Resolution No. 2024-06-01, a presentation was provided by representatives for the High Bridge Solar project. Alexandria Walling of Inovateus Solar reported on the request for a conditional use permit for a 12-megawatt solar facility considered a small-scale distribution level project located on an approximate 131-acre parcel currently zoned high density residential R-3 in the northeastern area of the town. A summary of the project was provided using PowerPoint slides to show detailed areas of the proposed site.

Sean Millot with the civil engineering firm of Kimley Horn Associates, provided a detailed review of the erosion and sediment controls for the project and information on its decommissioning in 35-40 years.

Ms. Walling continued by stating in lieu of having a specific solar ordinance in the town, a siting agreement was presented with their application based on the standards seen across the state. With an approved siting agreement and conditions, they feel they are in compliance with the 15.2-2232 review and the Town of Farmville Comprehensive Plan. She stated their counsel was available for any questions.

Ms. Walling reported that a fiscal and economic impact analysis was provided also for review. Some of the general benefits of solar farms were mentioned and a six-to-eight-month timeline for project completion was noted. Concerning the amount of noise during the project construction, the highest amount anticipated would be some pile driving for the racking systems. The presentation concluded with Ms. Walling advising that after the permitting process and additional reviews, another public meeting will be held for the state level approval.

Throughout the presentation, Council members asked questions about the information being provided.

PUBLIC HEARING - RESOLUTION NO. 2024-06-01 TO GRANT A CONDITIONAL USE PERMIT TO HIGH BRIDGE SOLAR, LLC TO ALLOW FOR A UTILITY SERVICE, MAJOR (UTILITY SCALE SOLAR FACILITY) PER TOWN CODE SECTION 29-22 (A). LOCATED ON A 131-ACRE SITE AT THE TERMINUS OF CEDAR AVENUE, NORTHEAST OF ITS INTERSECTION WITH EAST SECOND STREET ON PARCEL 0024000(0A)00-006, WHICH IS ZONED R-3 HIGH DENSITY RESIDENTIAL

Tom Dennison, 109 Grove Street, made an inquiry if the topic was reviewed by the Planning Commission before coming before the Council. Mayor Vincent advised yes and that there is not a back-and-forth discussion during the public comment period. Mr. Dennison provided comments on changing the current zone from high residential to an area with no people. He mentioned that he liked the clean energy and thanked the Council for its consideration.

PUBLIC HEARING - HIGH BRIDGE SOLAR, LLC SITING AGREEMENT

With no one signed up or wishing to speak, the public hearing was closed.

PUBLIC HEARING - ORDINANCE NO. 233 AMENDING SECTION 29-13 (E) (4) (C) SITE PLAN OF ARTICLE I – IN GENERAL OF CHAPTER 29 – ZONING AND SUBDIVISION AND SECTION 29-62 (9) (D) LOTS OF ARTICLE VI - SUBDIVISIONS OF CHAPTER 29 – ZONING AND SUBDIVISION

Tom Dennison, 109 Grove Street, addressed the Council concerning a property owner being the first to build on a lot and must put up a sidewalk when there are no others. He thinks sidewalks should be like another utility that the town provides, such as water and sewer tap, and paid for by the property owner.

With no one else signed up to speak, Mayor Vincent closed the public hearing for Ordinance No. 233.

PUBLIC COMMENT PERIOD

With no one signed up or wishing to speak, the public comment period was closed.

CONSENT AGENDA

Mr. Yoelin made a motion to accept the Consent Agenda as presented, seconded by Mr. Hardy, with all in favor stating "aye", the motion passed. The Consent agenda includes the draft minutes of the May 1, 2024, Work Session and the May 8, 2024, Regular Council Meeting.

FINANCE REPORT

Mr. Hunter made a motion to accept the Finance Report as presented, seconded by Mr. Dwyer, and with all in favor stating "aye", the motion passed.

BACKGROUND:

Finance Director Julie Moore provided the May 2024 Finance Report. For the ABM Project, $17,177 was earned for the month of May. There was $16,641 earned at the Virginia Investment Pool (VIP) in May, with a total earned of $179,351 so far with VIP for FY24. There was $22,433 earned in May in Benchmark's Sweep Accounts and $198,629 earned so far at Benchmark for FY24. There was $34,968 earned income for May with the money placed at the Local Government Investment Pool (LGIP), making a total earned of $393,454 in LGIP for FY24. In total, there was $74,042 income for May, excluding ABM Income.

REQUEST TO ADOPT ORDINANCE NO. 230 FARMVILLE LAND BANK

A Public Hearing was held earlier in the meeting with some input received on the topic. Council member Hardy requested a discussion be held. Previously the properties were referred to as condemned, but the proposed ordinance states that the properties to be addressed would be vacant, abandoned, tax delinquent or derelict which does not mean condemned. Mr. Hardy stated the wording used should be something a little more defined because it could be interpreted as a new roof being needed, which was an example provided.

Town Manager Davis reported that the wording for the proposed ordinance was taken straight from the Virginia State Code that allows land banks.

Council member Reid reported receiving a lot of calls on the topic and thinks more discussion should be held before a decision is made.

The Town Manager offered to have the state definitions for derelict provided which may help and guide Council members in their discussion.

Mayor Vincent mentioned that he was going to recommend that the July 3rd Work Session be cancelled in lieu of the Fireworks After Dark event being held on the same date which would make the topic not coming before Work Session again until August. There was a general consensus to move the land bank topic to the August 7, 2024, Work Session.

REQUEST ADOPTION OF RESOLUTION NO. 2024-06-01 TO GRANT A CONDITIONAL USE PERMIT TO HIGH BRIDGE SOLAR, LLC TO ALLOW FOR A UTILITY SCALE SOLAR FACILITY

Mr. Pairet made a motion to adopt Resolution No. 2024-06-01 to grant a conditional use permit to High Bridge Solar, LLC to allow for a utility scale solar facility, seconded by Mr. Hunter, and with a recorded vote of Council members Dwyer, Pairet, Yoelin, Hunter, and Reid voting “yes”, and Council member Hardy voting “no”, the motion passed.

BACKGROUND: At their April 17, 2024 meeting, the Farmville Planning Commission recommended Council approval of a conditional use permit to allow for a utility service, major (utility scale solar facility) per Town Code Section 29.22.a. subject to town attorney review of compliance with VA State Code Section 15.2-2232 with conditions. A Public Hearing was held on June 12, 2024.

Resolution #2024-06-01

To grant a conditional use permit to High Bridge Solar, LLC to allow for a utility service, major (utility scale solar facility) per Town Code Section 29-22 (a). located on a 131-acre site at the terminus of Cedar Avenue, northeast of its intersection with East Second Street on Parcel 0024000(0A)00-006, which is zoned R-3 High Density Residential.

WHEREAS, High Bridge Solar, LLC filed an application for a conditional use permit to allow a utility service, major (utility scale solar facility) per Town Code Section 29.22.a. located on a 131 acre site at the terminus of Cedar Avenue, northeast of its intersection with East Second Street on Parcel 0024000(0A)00-006, which is zoned R-3 High Density Residential; and

WHEREAS, High Bridge Solar LLC has agreed to the attached conditions; and

WHEREAS, High Bridge Solar, LLC is agreeing to a Siting Agreement; and

WHEREAS, after a public hearing and due consideration, the Planning Commission recommends approval of this conditional use permit; and

WHEREAS, the Town Council finds that the conditional use permit application complies with Town Code Section 29-22 (a); and

WHEREAS, upon recommendation of the Planning Commission and after holding a public hearing on this Resolution, the Town Council finds that the public necessity, convenience, general welfare, and good planning and zoning practice allows for this conditional use permit be granted; NOW THEREFORE,

BE IT RESOLVED BY THE TOWN OF FARMVILLE TOWN COUNCIL:

1. The Town of Farmville Town Council grants a conditional use permit to High Bridge Solar, LLC to allow for a utility service, major (utility scale solar facility) per Town Code Section 29-22 (a). located on a 131-acre site at the terminus of Cedar Avenue, northeast of its intersection with East Second Street on Parcel 0024000(0A)00-006, which is zoned R-3 High Density Residential with the attached conditions and with approval of a siting agreement.

2. This resolution shall be in full force and effect upon passage.

Approved:

____
Mayor

Attest: _____________________________
Clerk of Council

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I certify that the above resolution was:

Adopted on ____.

Ayes: ________. Nays: ________. Absent: _________. Abstain: _________.

The Honorable A.D. "Chuckie" Reid: __________.

The Honorable Sallie O. Amos __________.

The Honorable Daniel E. Dwyer __________.

The Honorable Tommy Pairet __________.

The Honorable John Hardy __________.

The Honorable Donald L. Hunter __________.

The Honorable Adam Yoelin __________.

High Bridge Solar Conditions for Conditional Use Permit

List of conditions to be placed on High Bridge Solar, LLC's Conditional Use Permit for a utility service, major located at the terminus of Cedar Avenue.

(A) *Project narrative.* A narrative identifying the applicant, facility owner, site owner, and operator, if known at the time of the application, and describing the proposed energy facility, including an overview of the project and its location; the size of the site and the project area; the current use of the site; the estimated time for construction and proposed date for commencement of operations; the planned maximum-rated capacity of the facility; the approximate number, representative types and expected footprint of the equipment to be constructed, including without limitation photovoltaic panels; any ancillary facilities, if applicable; and how and where the electricity generated at the facility will be transmitted, including the location of the proposed electric grid interconnection.

(B) *Site plan.* Regulated under Section 29-13.e. of the Town Code.

(C) *Documentation of right to use property for the proposed facility.* Documentation shall include proof of control over the proposed site or possession of the right to use the proposed site in the manner requested. The applicant may redact sensitive financial or confidential information.

(D) *Decommissioning plan; security.*

(1) The applicant shall provide a detailed decommissioning plan that provides procedures and requirements for removal of all parts of the energy generation facility and its various structures at the end of the useful life of the facility or if it is deemed abandoned pursuant to section 53-160. The plan shall include the anticipated life of the facility, the estimated overall cost of decommissioning the facility in current dollars, the methodology for determining such estimate, and the manner in which the project will be decommissioned. The decommissioning plan and the estimated decommissioning cost will be updated upon the request of the zoning administrator, provided the update shall be no more frequently than once every five years and no less frequently than once every ten years.

(2) Prior to operation, the applicant must provide security in the amount of the estimated cost of the decommissioning. Options for security include a cash escrow, a performance surety bond, a certified check, an irrevocable letter of credit, or other security acceptable to the town in an amount equal to the estimated decommissioning cost developed and updated in accordance with the decommissioning plan acceptable to the town. The security must remain valid until

the decommissioning obligations have been met. The security may be adjusted up or down by the town if the estimated cost of decommissioning the facility changes. The security must be renewed or replaced if necessary, to account for any changes in the total estimated overall decommissioning cost in accordance with the periodic updated estimates required by the decommissioning plan. At a minimum the decommissioning cost estimate shall be recalculated every five years and the surety increased when the recalculated estimate exceeds the guarantee by ten percent. Obtaining and maintaining the requisite security will be a mandatory condition of the special use permit. The security shall be in favor of the town and shall be obtained and delivered to the town before any construction commences.

(3) The decommissioning plan, cost estimates, and all updates of those plans and estimates shall be sealed by a professional engineer.

(E) *Liability insurance.* The applicant shall propose a reasonable amount of liability insurance that the applicant deems adequate to cover operations at the large and utility scale energy facility prior to the issuance of a building permit. Obtaining and maintaining the requisite liability insurance will be a mandatory condition of the special use permit.

(F) *Landscaping and screening plan.* The applicant must submit a landscaping and screening plan that addresses the vegetative buffering required in this article, including the use of existing and newly installed vegetation to screen the facility. The plan also must address the use of pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs and wildflowers in the project area and in the setbacks and vegetative buffering as required in this article.

(G) *Erosion and sediment control plan.* An erosion and sediment control plan must be approved prior to any land disturbing activity.

(H) *Stormwater management plan.* A stormwater management plan must be approved prior to any land disturbing activity exceeding one acre.

(I) *Virginia Cultural Resource Information System report.* A report by the Virginia Department of Historic Resources Virginia Cultural Resource Information System must be submitted to identify historical, architectural, archeological, or other cultural resources on or near the proposed facility.

(J) *Additional information.* If deemed relevant to the consideration of a special use permit application or the conditions to be included in any special use permit, the zoning administrator, planning commission or board of supervisors may require the applicant to submit any of the following information, either as part of the special use permit application or as a condition of any special use permit:

(1) As a condition of the special use permit, the applicant will be required to submit a construction plan, including a proposed construction schedule and hours of operation, before obtaining a building permit.

(2) The identification and location of any existing large or utility scale energy facilities and any known proposed large or utility scale energy facilities within a five-mile radius of the proposed site.

(3) A report of impact on adjacent property values prepared by a qualified third party, such as a licensed real estate appraiser.

(4) An economic impact analysis prepared by a qualified third party that reports any expected change in the value of the subject property, expected employment during the construction of the facility, any expected impact on the town's tax revenues, the estimated costs to the town associated with the facility in the form of additional services, and the information on any our economic benefits or burdens from the facility that may be requested by the zoning administrator.

(5) A copy of the cultural resources review conducted in conjunction with the state department of historic resources for the permit by rule process shall be submitted by the applicant prior to the issuance of a building permit. This report shall be in addition to the report required in subsection (J)(1) and shall further identify historical, architectural, archeological, or other cultural resources on or near the proposed facility.

(6) A report on the potential impacts on wildlife and wildlife habitats at the site and within a two-mile radius of the proposed facility using information provided by the state department of game and inland fisheries or a report prepared by a qualified third party.

(7) A report on potential impacts on pollinators and pollinator habitats at the site, including but not necessarily limited to the submission of a completed site pollinator habitat assessment form as required by the zoning administrator.

(8) A glint and glare study that demonstrates either that the panels will be sited, designed, and installed to eliminate glint and glare effects on roadway users, nearby residences, commercial areas, and other sensitive viewing locations, or that the applicant will use all reasonably available mitigation techniques to reduce glint and glare to the lowest achievable levels. The study will assess and quantify potential glint and glare effects and address the potential health, safety, and visual impacts associated with glint and glare. Any such assessment must be conducted by qualified individuals using appropriate and commonly accepted software and procedures.

(K) *Review fees.* The town may retain qualified third parties to review portions of a permit application that are outside the town’s areas of expertise and do not have adequate state and federal review. Any out-of-pocket costs incurred by the town for such review by qualified third parties shall be paid by the applicant. The third-party reviewers and their estimated costs will be submitted to applicant for approval before the costs incurred. The town may, in the alternative, accept such review by qualified third parties selected, retained and paid by the applicant.

(L) *Community meeting.* A public meeting shall be held prior to the public hearing with the planning commission to give the community an opportunity to hear from the applicant and ask questions regarding the proposed facility. The meeting shall adhere to the following:

(1) The applicant shall inform the zoning administrator and adjacent property owners in writing of the date, time and location of the meeting, at least seven but no more than 14 days, in advance of the meeting date;

(2) The date, time and location of the meeting shall be advertised in a newspaper of record in the town by the applicant, at least seven but no more than 14 days, in advance of the meeting date;

(3) The meeting shall be held within the town, at a location open to the general public with adequate parking and seating facilities that will accommodate persons with disabilities;

(4) The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant and provide feedback; and

(5) The applicant shall provide to the zoning administrator with a summary of any input received from members of the public at the meeting.

(M) *Post-application documentation and approvals.* All documentation required to be submitted to and approvals required from the town after the issuance of the permit shall, unless otherwise stated in the conditions attached to the conditional use permit, be submitted or obtained no later than the date of any application for a building permit for the facility. The failure or refusal to submit required documentation or obtain required approvals following the issuance of a conditional use permit shall result in the suspension of the conditional use permit and the denial of the building permit.

Location, appearance, and operational requirements.

The following requirements apply to large and utility scale energy facilities:

(A) *Visual impacts.* The applicant shall demonstrate through project siting and proposed mitigation, if necessary, that the project minimizes impacts on viewsheds, including from residential areas and areas of scenic, historical, cultural, archaeological, and recreational significance. The facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques, all that meet or exceed industry standards, to reduce glint and glare. The applicant shall provide written certification from a qualified expert acceptable to the town that the facility's panels incorporate and utilize anti-glare technology and anti-reflective coatings and reduce glint and glare to levels that meet or exceed industry standards.

(B) *Signage.* All signage on the site shall comply with the town sign ordinance, as adopted and from time to time amended. Appropriate warning signage and a 911 address sign shall be posted in a clearly visible manner. Warning signage must identify the owner and include a 24-hour emergency contact phone number.

(C) *Noise.* Noise levels from the facility at the property line shall not exceed 50 dB.

(D) *Setbacks.* The project area shall be set back a distance of at least 75 feet from all public rights-of-way and main buildings on adjoining parcels, and a distance of at least 75 feet from adjacent property lines. Exceptions may be made for adjoining parcels that are owned by the applicant. Increased setbacks up to 100 feet and additional buffering may be included in the conditions for a particular permit. Energy facilities also shall meet all setback requirements for primary structures for the zoning district in which the facility is located in addition to the requirements set forth above. Access, erosion and stormwater structures, and interconnection to the electrical grid may be made through setback areas provided that such are generally perpendicular to the property line.

(E) *Fencing.* The project area shall be enclosed by security fencing not less than six feet in height and equipped with an appropriate anti-climbing device such as strands of barbed wire on top of the fence. The height and/or location of the fence may be altered in the conditions for a particular permit. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is screened from the ground level view of adjacent property owners. The fencing shall be maintained at all times while the facility is in operation.

(F) *Vegetative buffer.* A vegetative buffer sufficient to mitigate the visual impact of the facility is required. The buffer shall consist of a landscaped strip at least 15 feet wide, shall be located within the setbacks required under subsection (d), and shall run around the entire perimeter of the property. The buffer shall consist of existing vegetation and, if deemed necessary for the issuance of a special use permit, an installed landscaped strip consisting of multiple rows of staggered trees and other vegetation. This buffer should be made up of plant materials at least three feet tall at the time of planting and that are reasonably expected to grow to a minimum height of eight feet within three years. The planning commission or board of supervisors may require increased setbacks and additional or taller vegetative buffering in situations where the height of structures or the topography affects the visual impact of the facility. Noninvasive plant species and pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs and wildflowers must be used in the vegetative buffer. Fencing must be installed on the interior of the buffer. A recommendation that the screening and/or buffer creation requirement be waived or altered may be made by the planning commission when the applicant proposes to use existing wetlands or woodlands, as long as the wetlands or woodlands are permanently protected for use as a buffer. Existing trees and vegetation may be maintained within such buffer areas except where dead, diseased or as necessary for development or to promote healthy growth, and such trees and vegetation may supplement or satisfy landscaping requirements as applicable. If existing trees and vegetation are disturbed, new plantings shall be provided for the buffer. The buffer shall be maintained for the life of the facility.

(G) *Pollinator habitats.* The project area will be seeded with appropriate pollinator-friendly native plants, shrubs, trees, grasses, forbs and wildflowers. The project area will be seeded promptly following completion of construction in such a manner as to reduce invasive weed growth and sediment in the project area. The owners and operator also are required to install pollinator-friendly native plants, shrubs, trees, grasses, forbs and wildflowers in the setbacks and vegetative buffering.

(H) *Height.* Ground-mounted solar energy generation facilities shall not exceed a height of 20 feet, which shall be measured from the highest natural grade below each solar panel. This limit shall not apply to utility poles and the interconnection to the overhead electric utility grid. Roof mounted systems shall not exceed the maximum height requirements for the applicable zoning district by more than four feet.

(I) *Lighting.* Lighting shall be limited to the minimum reasonably necessary for security purposes and shall be designed to minimize off-site effects. Lighting on the site shall comply with any dark skies ordinance the board of supervisors may adopt or, from time to time, amend.

(J) *Density; location, size.* Large and utility scale energy facilities shall not be located within one mile of an airport unless the applicant submits, as part of its application, written certification from the Federal Aviation Administration that the location of the facility poses no hazard for, and will not interfere with, airport operations. In addition, no more than 5.5 percent of the land in a five-mile radius of the project area of any existing large or utility scale energy facility shall be approved for use as the project area for a new large or utility scale energy facility. In no case shall any energy facility exceed 2,513 acres. Projects consisting of multiple parcels shall be contiguous in order to be part of the same project.

(K) *Utility connection.* No large or utility scale generation system shall be installed until evidence has been provided to the town that the owner has been approved by the appropriate electrical provider to interconnect.

(L) *Repair of facility.* Solar panels and equipment shall be repaired or replaced when in visible disrepair. Such repairs include the restoration of non-reflective finish per manufacturer specifications.

(M) *Entry and inspection.* The owners and/or operator will allow designated town officials access to the facility for inspection purposes, provided such inspectors will be subject to the owners' and/or operator's safety requirements and protocols while within the facility.

Unsafe or abandoned projects; decommissioning.

(A) If an energy facility has been determined to be unsafe by the town building official, the facility shall be required to be repaired by the facility owner, site owner, or operator to meet federal, state, and local safety standards, or to be removed by the owners or operator. The owners or operator must complete the repair or removal of the facility, as directed by the building official, within the time period allowed by the building official. If directed to do so by the building official, the owners or operator will remove the energy facility in compliance with the decommissioning plan established for the facility.

(B) If any energy generation facility is not operated for a continuous period of 12 months, the town may notify the facility owner by registered mail and provide 45 days for a response. In its response, the facility owner shall set forth reasons for the operational difficulty and provide a reasonable timetable for corrective action. If the town deems the timetable for corrective action unreasonable, it may notify the facility owner, and the facility owner shall ensure removal of the facility in compliance with the decommissioning plan established for the facility.

(C) At such time as an energy facility is scheduled to be abandoned or cease operation, the facility owner shall ensure the zoning administrator is notified in writing.

(D) Within 365 days of the date of abandonment or non-operation, whether as declared by the town under subsection (B) or as scheduled by the owners or operator under subsection (C), the facility owner shall ensure the physical removal of the energy facility in compliance with the decommissioning plan established for such facility. This period may be extended at the request of the owners upon approval of the board of supervisors.

(E) When the facility owner, site owner, operator or other responsible parties decommission an energy facility, he shall handle and dispose of the equipment and other facility components in conformance with federal, state and local requirements. All equipment both above and below ground must be removed as part of the decommissioning plan. This shall include but not be limited to above and below ground tanks, cables, fencing, debris, structures or equipment to include foundations and pads and the restoration of the land and related disturbed areas to a natural condition or other approved state.

(F) "Natural condition" shall mean the stabilization of soil to a depth of three feet and restoration of site vegetation and topography to pre-existing condition, provided that the exact method and final site restoration plan shall be subject to site plan review and approval giving, among other items, consideration to impact upon future site use, environmental and adjacent property impacts. The zoning administrator may approve a request by the landowner to allow internal paths, roads, travel ways, landscaping, pads or other items which will serve a future permitted site use to remain. Where applicable, if the zoning administrator determines the restoration plan significantly deviates from the description and conditions approved by the board such plan shall require amendment of conditions through the zoning process.

(G) If the facility owner, site owner, or operator fails to remove or repair any unsafe abandoned or non-operating energy facility after written notice, the town may pursue legal action to have the facility removed at the expense of the facility owner, site owner or operator, each of whom shall be jointly and severally liable for the expense of removing or repairing the facility. The town may call upon the decommissioning security to remove the facility.

REQUEST APPROVAL OF HIGH BRIDGE SOLAR, LLC SITING AGREEMENT

Mr. Hunter made a motion to accept approval of the High Bridge Solar, LLC Siting Agreement, seconded by Mr. Pairet, and with a recorded vote of Council members Pairet, Yoelin, Hunter, Reid, and Dwyer voting "yes", and Council member Hardy voting "no", the motion passed.

BACKGROUND: At the May 1, 2024, Work Session, Town Manager Scott Davis provided the Council with an update from the April Planning Commission Meeting. A Public Hearing was held on June 12, 2024.

PROJECT SITING AGREEMENT

This Project Siting Agreement ("Agreement"), dated as of XXX, 2023 (the "Effective Date"), is by and between the Town of Farmville, Virginia, a political subdivision of the Commonwealth of Virginia (the "Town") and High Bridge Solar, LLC, a Virginia limited liability company ("Applicant"). The Town and Applicant are herein each a "Party" and collectively, the "Parties".

RECITALS

WHEREAS the Applicant intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility with a nameplate capacity of up to twelve (12) megawatts as measured in alternating current generation capacity ("MW") ("Project") on a single parcel of land identified as 0024000(0A)00-006 (the "Property");

WHEREAS the Property contains a total of approximately 131 acres and is more fully described on a Development Plan which is attached hereto as **Exhibit A**, and to which Development Plan reference is hereby made for a more complete and accurate description of the Property;

WHEREAS the Applicant will apply to all federal, state, and local regulating authorities as needed for the Project and will seek to obtain all licenses, approvals, and permits required by law, regulation, or ordinance for the construction and operation of the Project;

WHEREAS after all required licenses, approvals, and permits are issued to the Applicant, and if the Applicant proceeds with the Project, the Applicant will commence development and operation of the Project in accordance with the terms of this Agreement, applicable building and zoning regulations, applicable conditional use conditions, and all other applicable federal, state, and local laws, ordinances, and regulations;

WHEREAS pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia ("Solar Projects Siting Act") titled "Siting of Solar Projects and Energy Storage Projects," the Applicant (as an applicant under the Solar Projects Siting Act) and the Town (as a Host Locality as defined in the Solar Projects Siting Act) may enter into a siting agreement ("Siting Agreement") for a Solar Project (as defined in the Solar Projects Siting Act) to mitigate certain impacts of a solar project such as the Project on the Town;

WHEREAS the Project is a "solar project" within the meaning of Virginia Code § 15.2-2316.6, and pursuant to Virginia Code § 15.2-2316.7, the Project is eligible for a Siting Agreement;

WHEREAS after negotiation between the Town and the Applicant, the Parties desire to enter into this Agreement to mitigate certain potential impacts of the Project on the Town and to provide for Payments (as defined below) from the Applicant to the Town as authorized by Virginia Code § 15.2-2316.7;

WHEREAS, pursuant to Virginia Code § 15.2-2316.9. C., approval of this Agreement shall deem the solar project to be substantially in accord with the comprehensive plan of the Town, thereby satisfying the requirements of Virginia Code § 15.2-2232.

WHEREAS Virginia Code § 58.1-2636 allows the Town to adopt an ordinance assessing an annual revenue share of up to $1,400.00 per megawatt as measured in alternating current (AC) generation capacity of the nameplate capacity of the Project ("Solar Revenue Share Ordinance");

WHEREAS on November 8, 2023, the Town adopted a Solar Revenue Share Ordinance [Ordinance No. 227];

WHEREAS, this Agreement is also intended to fulfill the requirements set forth in Virginia Code Section 15.2-2241.2 for the Applicant to enter into a written agreement to decommission solar energy equipment, facilities or devices in connection with local legislative approval of the Project or site plan approval of the Project;

WHEREAS the Applicant has agreed to the Payments and other terms contained herein; and

WHEREAS pursuant to the requirement of Virginia Code § 15.2-2316.8 (B), the Town has held a public hearing in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the Town Council of the Town of Farmville ("Council") approved this Agreement.

NOW, THEREFORE pursuant to the Solar Projects Siting Act, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Town and the Applicant do hereby agree as follows:

Article I
Project Features, Conditions and Mitigation

1. **Documentation of Site Control of Real Property.** As a condition precedent to Town approval of this Agreement, Applicant agrees to provide Town with current copies of any real property lease agreements for the Property associated with the Project. Applicant may redact sensitive financial or confidential information. Thereafter, should the terms be amended in any such lease agreements, the Applicant shall forthwith provide such information to the Town. Applicant further agrees to include as a condition in any agreements transferring ownership of the Project entered into by Applicant a requirement that any successor in interest shall provide such information to the Town.

2. **Decommissioning and Periodic Adjustment of Surety Bond.** The Parties agree that a surety bond to cover the costs of decommissioning Applicant's facilities is required. Further, the Applicant recognizes the protection this provides for the Town taxpayers and does not desire to shift that expense to them should the Applicant or its successors or the landowner not be able to comply with the decommissioning requirements; and Town recognizes that the surety bond is an expense to be incurred by the Applicant encumbering funds that could otherwise go directly towards investing in the Project or other potential projects. In recognition of these factors, the Parties

desire for the bond and the costs for such to accurately reflect the associated decommissioning costs being insured. Therefore, the Applicant, or its successor, agrees to update the gross estimated costs of decommissioning every ten (10) years. The bond or surety amount shall be adjusted accordingly to ensure it accurately reflects the costs associated with decommissioning.

3. Right of Entry for Enforcement and Decommissioning.

A. **Enforcement.** Applicant and the Town acknowledge and agree that the Town, its personnel and duly authorized agents shall have the express right of entry upon the Project parcels for the purposes of inspecting solar panels, battery storage facilities and all appurtenant facilities. The Town shall provide twenty-four (24) hour notice to the Applicant prior to making such entry for any inspection or enforcement purposes. No prior notice shall be required to enter the Project in the event of an emergency that constitutes an immediate danger to life or property.

B. **Decommissioning**. If the Applicant fails to decommission the Project, the Town shall have unrestricted access the Project to effect any and all tasks, as necessary, to decommission solar panels, battery storage equipment, and all appurtenant facilities and restore the parcels to substantially the same condition that existed prior to construction of the solar facilities and as provided by Va. Code § 15.2- 2241.2, as it may be amended through the Termination Date as defined in this Agreement. Such access rights shall remain in effect through decommissioning regardless of whether Va. Code § 15.2-2241.2 is repealed or otherwise limited in scope from the access rights it provides the Town as of the date of execution of this Agreement.

4. Permits and Approvals. As part of the process to obtain approval to construct, own, and operate the Project, the Applicant obtained a conditional use permit ("CUP") from the Town for the Project. The Project approved by the CUP shall be constructed, operated, and decommissioned in accordance with the CUP Conditions which are attached hereto as Exhibit B, incorporated herein by reference and which shall apply equally to the CUP approved by Council. Violation by the Applicant or by any of the Applicant's agents, assigns, or successors in interest of any terms and conditions of the CUP or of any other applicable zoning requirement(s) shall constitute a violation of this Agreement and of the CUP. Pursuant to Code of Virginia § 15.2-2316.9, the terms of this Agreement (including the Conditions and the Development Plan) shall control over any local ordinance(s) and/or regulation(s) which are inconsistent herewith.

As part of the consideration for this Agreement, the Town will use its best efforts to support and cooperate fully with the Applicant's efforts to obtain necessary licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits, which requirement is deemed fully satisfied by virtue of execution of this Agreement by the Town. The Town will make available to the Applicant, upon request, access to all records and data in its possession or control pertaining to the Project. The Town will process expeditiously requests for permits and other approvals required by Town ordinances. The Town will take no action intended to frustrate or prevent the Applicant from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any conditional use permit. Provided however, nothing herein shall be construed to require Council to exercise any legislative function in favor of the Applicant. Project construction shall be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP and the approved final site plan.

6. Operations and Maintenance. The Applicant will assume all liabilities and duties for compliance with all applicable laws, regulations, and ordinances, licenses, approvals, and permits applicable to the Project. The Applicant will operate the Project in compliance with all applicable laws, regulations, ordinances, licenses, approvals, and permit requirements.

Article II

1. Voluntary Payment. Upon the Town's approval of the Project's Final Site Plan, the Applicant shall make a voluntary payment of Sixty-Thousand and 00/1000 Dollars ($60,000)(the "Voluntary Payment") shall be made to the Town to assist with community capital needs. The Voluntary Payment shall be separate and distinct from the amounts owed pursuant to the Solar Revenue Share Ordinance, and all real estate taxes owed. Anticipated total payment to the Town are set forth in Schedule A.

2. Statutory Structure of Payment; Statement of Benefit. The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316. et seq., the Voluntary Payment is authorized by statute and that it acknowledges, it is bound by law to make the Voluntary Payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with the installation of the Project with clear project design terms, which provide for mitigation of effects on the surrounding properties and the Town community. Additionally, Applicant acknowledges that this Agreement provides for a clear and with a predictable stream of future payments to the Town in values fair to both Parties.

3. Use of Payments by the Town. The Town plans to apply the Voluntary Payment to critical infrastructure projects to improve citizen quality of life, including but not limited to expanding educational opportunities and paying for public school infrastructure (including debt service payments), health care (telehealth) and economic development through significant investments in broadband deployment throughout the Town to the extent authorized by statute. Notwithstanding the above, the Voluntary Payment may be used for any of the following purposes: (a) to fund the capital improvement program (CIP) of the Town (b) to meet capital needs set out in the current fiscal budget of the Town, (c) address capital needs set out in a fiscal fund balance policy that may be adopted by the Town; (d) support the deployment of broadband in the Town, all as permitted by Virginia Code § 15.2-2316.7.

4. Cost Reimbursement. Provided that this Agreement is approved and executed, the Applicant will reimburse to the Town within thirty days of the date of each invoice from the Town all actual, reasonable costs and fees incurred for professional services engaged for purposes of assisting the Town with Conditional Use Permit application issues and during the negotiation of this Agreement, the Site Plan application process and during construction, including, but not limited to, legal fees and consulting fees related to the site and building permits (such as stormwater permitting) (the "Cost Reimbursement Payments"). The purpose of the reimbursement payments is to defray the costs and expenses incurred by the Town in connection with (i) the negotiation and execution of this Agreement, (ii) the zoning and permitting processes related to the approval of the Project, (iii) the permitting process with federal and state agencies, as applicable, and (iv) the construction of the Project, including, but not limited to, fees incurred to employ professionals to assist with inspections. Should the Conditional Use Permit application submitted by the Applicant for the Project not be approved by the Town, no reimbursement under this paragraph will be owed by the Applicant to the Town.

5. Prior to the end of construction of the first phase of the Project, the Applicant, shall hold training classes with the Town's first responders (Fire and Rescue) to provide materials, education, and training on responding to on-site emergencies, to include the provision of information (including approved site plans and construction plans) and any necessary equipment to allow first responders to gain access to any part of the facility in the event of an emergency. The training classes shall be scheduled with the assistance of the Town's [Public Safety Coordinator] or designee. The Applicant shall provide on-going training as deemed necessary by the [Public Safety Coordinator] or designee.

A. In the event any upgrades or changes in technology associated with the Solar facility results in any change in emergency procedure, including the manner of access to the facility, the Applicant will notify the Public Safety Coordinator, who may, at their discretion, schedule an additional training on the new equipment.

Article III
Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall continue until the Termination Date. The Applicant shall have no obligation to make Payments after the Termination Date. The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of the Termination Date. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

2. Mutual Covenants. The Applicant covenants to the Town that it will pay the Town the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the Town covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3. No Obligation to Develop. The Applicant has no obligation to develop the Project and this Agreement does not require any Payments until after the Commercial Operation Date. Any test energy or other energy produced prior to the Commercial Operation date shall not trigger payment under Article II of this Agreement. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement.

4. Successors and Assigns. This Agreement will be binding upon the successors and assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Upon such assumption, the sale, transfer, lease or assignment shall relieve the Applicant of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. The Applicant shall execute such documentation as reasonably requested by the Town to memorialize the assignment and assumption by the purchaser or transferee.

5. Memorandum of Agreement. A memorandum of this Agreement, in a form acceptable to the Town Attorney, shall be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Prince Edward, Virginia. Such recordation shall be at the Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses to not develop the Project, in its sole discretion, the Town shall execute a release of the memorandum filed in the aforementioned Clerk's Office.

6. Notices. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

Town of Farmville, Virginia
116 N Main Street
Farmville, Virginia 23901
Attn: C. Scott Davis, Town Manager

<u>With a copy to</u>:
<u>[Town Attorney]</u>
____
____

High Bridge Solar
c/o Inovateus Solar
19890 State Line Road
South Bend, Indiana 46637
Attn: Alexandia H. Walling, Director of Development

<u>With a copy to</u>:
M. Ann Neil Cosby, Esq
GreeneHurlocker, PLC
4908 Monument Avenue
Richmond, Virginia 23230

The Town and Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

7. Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF PRINCE EDWARD COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

8. Confidentiality. This Agreement, once placed on the docket for consideration by Council, is a public document, subject to production under the Freedom of Information Act (FOIA). The Town understands and acknowledges the Applicant, and as applicable, their associates, contractors, partners and affiliates utilize confidential and proprietary "state-of-the-art" information and data in their operations ("Confidential Information"), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the Town. The Town acknowledges that during the development of this Agreement, certain Confidential Information may be shared with the Town by the Applicant. Applicant agrees to clearly identify any information it deems to be Confidential and not subject to mandatory disclosure under the Virginia Freedom of Information Act or other applicable law as Confidential Information at the time it provides such information to the Town. The Town agrees that, except as required by law and pursuant to the Town's police powers, neither the Town nor any employee, agent or contractor of the Town will (i) knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of Local, State or Federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the Town will contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the Town and defend against disclosure of the Confidential Information. The Town agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

9. Severability; Invalidity Clause. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall, subject to any necessary Town meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

10. Entire Agreement. This Agreement and any schedules or exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all parties hereto.

11. Construction. This Agreement was drafted with input by the Town and the Applicant, and no presumption shall exist against any Party.

12. Force Majeure.

A. "Force Majeure Event" means the occurrence of:

(i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

(ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the Project, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable action or inaction on the part of Applicant or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(iii) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for that are materially worse than those encountered in the Town during the twenty (20) years prior to the Effective Date;

(iv) tempest, earthquake, or any other natural disaster of overwhelming proportions; disruption of operations resulting from any plane crashing into the Project to the extent that all or a substantial portion thereof it unable to generate electricity sufficient to meet Applicant's payment obligations hereunder;

(v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;

(vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

B. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

C. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

D. Applicant will, and will ensure that its Subcontractors will, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

(i) prevent Force Majeure Events affecting the performance of Applicant's obligations under this Agreement;

(ii) mitigate the effect of any Force Majeure Event; and

(iii) comply with its obligations under this Agreement.

E. The Parties will consult together in relation to the above matters following the occurrence of a Force Majeure Event.

F. Should paragraph (A) apply as a result of a single Force Majeure Event for a continuous period of more than 180 days then the parties must endeavor to agree any modifications to this Agreement (including without limitation, determination of new revenue sharing payments) that are equitable having regard to the nature of the ability of Applicant to continue to meet its financial obligations to the Town.

G. For the avoidance of doubt, Force Majeure shall not include (i) financial distress nor the inability of either party to make a profit or avoid a financial loss, (ii) changes in market prices or conditions, or (iii) a party's financial inability to perform its obligations hereunder.

13. Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority or interest in, under or because of the existence of, this Agreement.

14. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the Effective Date.

HIGH BRIDGE SOLAR, LLC

By: ___________________________
Name:
Title:

TOWN OF FARMVILLE, VIRGINIA

By: _________________________________
Name: ______________________________
Title: Chair, Town Council

Approved as to form:

By: ___________________________
Town Attorney

SCHEDULE A

Year	Reassessed Real Estate Tax at $XXXXX/acre (assumed)	Revenue Share	Voluntary Payment	Total Revenue
Site Plan Approval			$60,000	$60,000
1	$770	$16,800		$17,570
2	$770	$16,800		$17,570
3	$770	$18,500		$19,270
4	$770	$18,500		$19,270
5	$770	$18,500		$19,270
6	$770	$18,500		$19,270
7	$770	$18,500		$19,270
8	$770	$20,300		$21,070
9	$770	$20,300		$21,070
10	$770	$20,300		$21,070
11	$770	$20,300		$21,070
12	$770	$20,300		$21,070
13	$770	$22,400		$23,170
14	$770	$22,400		$23,170
15	$770	$22,400		$23,170
16	$770	$22,400		$23,170

17	$770	$22,400		$23,170
18	$770	$24,600		$25,370
19	$770	$24,600		$25,370
20	$770	$24,600		$25,370
21	$770	$24,600		$25,370
22	$770	$24,600		$25,370
23	$770	$27,100		$27,870
24	$770	$27,100		$27,870
25	$770	$27,100		$27,870
26	$770	$27,100		$27,870
27	$770	$27,100		$27,870
28	$770	$29,800		$30,570
29	$770	$29,800		$30,570
30	$770	$29,800		$30,570
31	$770	$29,800		$30,570
32	$770	$29,800		$30,570
33	$770	$32,700		$33,470
34	$770	$32,700		$33,470
35	$770	$32,700		$33,470
36	$770	$32,700		$33,470
37	$770	$32,700		$33,470
38	$770	$36,000		$36,770
39	$770	$36,000		$36,770
40	$770	$36,000		$36,770
Total:				**$1,109,400**

EXHIBIT A
DEVELOPMENT PLAN
Full exhibit follows

REQUEST ADOPTION OF ORDINANCE NO. 233 ZONING AMENDMENT – SIDEWALKS

Mr. Hunter made a motion to adopt Ordinance No. 233 Zoning Amendment – Sidewalks, seconded by Mr. Yoelin, and with a recorded vote of Council members Yoelin, Hunter, Hardy, Reid, Dwyer, and Pairet voting "yes", the motion passed.

BACKGROUND: At their April 17, 2024, meeting, the Farmville Planning Commission recommended Council approval to amend regulations contained in Section 29-62.d.9.d – Sidewalks to require dedication of land construction of sidewalks in residential districts, R-1, R-2, and R-3, and to amend Section 29-13.e.4.c. to require the construction of sidewalks for projects that must submit a site plan, with changes: Revise Section 29-13.e.4.c. 16. to read; Construction of a 5' sidewalk along the street or roadway and a 5' sidewalk leading to the structure.

Council member Hardy mentioned receiving a few calls concerning the proposed amendment due to the potential increase in property costs and the possibility of making a property less easy to sell. Calls were also received in favor of having sidewalks and being able to walk from one place to another.

Town Manager Davis reported that in most localities a developer would be required to install sidewalks which interconnect when a new subdivision is being developed. The town did not require this in the past. Examples of developments were mentioned that should have had sidewalks when the developments were established with the cost being on the developer. The new policy would be if there is any new residential development.

A Public Hearing was held on June 12, 2024.

ORDINANCE NO. 233

Amending Section 29-13 (e) (4) (c) Site Plan of Article I – In General of Chapter 29 – Zoning and Subdivision and Section 29-62 (9) (d) Lots of Article VI - Subdivisions of Chapter 29 – Zoning and Subdivision.

THE TOWN OF FARMVILLE HEREBY ORDAINS:

1. That Section 29-13 (e) (4) (c) Site Plan of Article ! – In General of Chapter 29 – Zoning and Subdivision is amended by adding item 16 as follows:

   16. Construction of a 5' sidewalk along the street and roadway and a 5' sidewalk leading to the structure.

2. That Section 29-62 (9) (d) Lots of Article VI - Subdivisions of Chapter 29 – Zoning and Subdivision is amended by requiring sidewalks on properties zoned R-1, R-2, and R-3 as follows:

   d. Sidewalks. As allowed by Code of Virginia, § 15.2-2242(9), the town requires the dedication of land and construction of a ***5'*** sidewalk on the property in the B-1, B-2, and B-3***, R-1, R-2, and R-3*** zoning districts being subdivided or developed when one (1) of the following applies:

   1. The land fronts on an existing street;
   2. Is adjacent to an existing sidewalk;
   3. Is reasonably required by the proposed development, or
   4. Is in the adopted comprehensive plan.

   Nothing in this section shall alter VDOT's authority to require sidewalks.

3. This ordinance shall be in full force and effect upon approval.

Approved: ______________________________

Mayor

Attest: ______________________________
Clerk of Council

****

I certify that the above ordinance was:

Adopted on ____.

Ayes: ________. Nays: ________. Absent: _________. Abstain: _________.

The Honorable A.D. “Chuckie” Reid: __________.

The Honorable Sallie O. Amos __________.

The Honorable Daniel E. Dwyer __________.

The Honorable Tommy Pairet __________.

The Honorable Donald L. Hunter __________.

The Honorable Adam Yoelin __________.

The Honorable John Hardy __________.

REQUEST ADOPTION OF RESOLUTION NO. 2024-06-02 ALLOWABLE COST POLICY – FEDERAL REGULATIONS

Mr. Hardy made a motion to adopt Resolution No. 2024-06-02 Allowable Cost Policy – Federal Regulations, seconded by Mr. Hunter, and with a recorded vote of Council members Hunter, Hardy, Reid, Dwyer, Pairet, and Yoelin voting “yes”, the motion passed.

BACKGROUND: The Allowable Cost Policy will ensure compliance with federal cost principles under Title 2 U.S. Code of Federal Regulations Part 200 (Uniform Guidance) and provide guidelines for classifying direct and indirect charges to federally funded projects, ensuring all costs are allowable, reasonable, and allocable. The policy outlines responsibilities for the Finance Department, including monitoring costs, issuing notifications for non-compliance, and coordinating with the Town Manager for unresolved issues. The policy will enhance fiscal integrity and compliance with federal regulations, supporting the efficient administration of federal awards.

The proposed policy was brought forward for discussion at the June 5, 2024, Work Session.

TOWN OF FARMVILLE

OPERATING POLICY MANUAL

Chapter: Finance

ALLOWABLE COSTS AND COST PRINCIPLE POLICY

Section 1. PURPOSE

This policy outlines the procedures and guidelines for ensuring that all costs charged to federal awards are allowable under the relevant regulations. The aim is to establish a systematic approach for compliance with federal cost principles, ensuring fiscal responsibility and adherence to Title 2 U.S. Code of Federal Regulations Part 200, commonly known as Uniform Guidance (UG).

Section 2. POLICY

The Finance Department is responsible for administering the Allowable Cost Policy and ensuring compliance with federal regulations. This policy addresses the proper classification of direct and indirect charges to federal grant-funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the federal grant award terms and all applicable federal regulations in the UG.

Section 3. OBJECTIVES

- To ensure all costs charged to federal awards are allowable, reasonable, and allocable.
- To maintain fiscal integrity and compliance with federal regulations.
- To foster a cooperative and informed environment among departments regarding federal cost principles and compliance requirements.

Section 4. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using federal grant funds must meet the following general criteria:

- Be necessary and reasonable for the grant program's proper and efficient performance and administration.
- Be allocable to the federal award in proportion to the benefit received.
- Be authorized under state or local laws and regulations.
- Conform to any limitations or exclusions outlined in federal regulations.

- Be consistent with policies and procedures that apply uniformly to both federal awards and other activities of the Town of Farmville.
- Be adequately documented.

Section 5. PROCEDURES

Regular Review:

- All cost items related to federal awards must be reviewed regularly to ensure compliance.

Courtesy Follow-up:

- If any cost item requires clarification or additional documentation, the responsible department will be contacted to resolve issues promptly.

Formal Notification:

- Departments with unresolved cost issues will receive a formal notification from the Finance Director. This notification will provide a new deadline for submitting the necessary documentation or adjustments.

Escalation:

- If issues remain unresolved after the formal notification, the matter will be escalated to the Town Manager. The Town Manager will formally notify the department of potential consequences for non-compliance, including possible reallocation of costs or disallowance.

Final Steps:

- If compliance is not achieved, the Finance Department will coordinate with relevant authorities to discuss further actions, including potential adjustments to the department's budget.

Section 6. RESPONSIBILITIES

Finance Department Responsibilities:

- Monitor and review cost items regularly.
- Initiate courtesy follow-ups and send formal notifications as needed.
- Coordinate with the town manager to escalate issues related to non-compliance.
- Maintain records of all communications and actions taken for each cost item.

Town Council:

- Review and approve the Allowable Cost Policy.
- Stay informed of the effectiveness of the policy and any significant issues related to cost allowability.

Section 7. SELECTED ITEMS OF COST

The UG specifies the allowability of fifty-five specific cost items. The Finance Department must ensure compliance with these guidelines when charging costs to federal awards. State laws, local regulations, and program-specific rules may further restrict certain costs. Exhibit A identifies and summarizes the Selected Items of Cost.

Section 8. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each cost item be treated consistently in like circumstances as either a direct or indirect cost.

- **Direct costs** are expenses specifically associated with a particular federal-funded award-eligible project and can be directly assigned to such activities relatively easily with a high degree of accuracy.
- **Indirect costs** are incurred for a common or joint purpose benefiting more than one federal-funded award-eligible project and are not readily assignable to the project specifically benefited without effort disproportionate to the results achieved.

Section 9. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

Some special provisions of the UG apply only to states, local governments, and Indian Tribes. Refer to § 200.444, § 200.416, and § 200.417 for details on allowable and unallowable costs.

Section 10. COST ALLOWABILITY REVIEW PROCESS

Pre-approval Review:

- Before authorizing any federal award-funded project, the Town Manager and/or Finance Director must review proposed cost items to determine allowability and allocability.

Post-expenditure Review:

- After incurring an expenditure, the Finance Department will review the cost items listed on invoices or payment demands to ensure they meet allowability criteria.

Section 11. COST TRANSFERS

Any costs charged to a federal award that do not meet the allowable cost criteria must be removed and charged to a non-federal account. Failure to comply with this policy may result in questioned costs, audit findings, and potential repayment of disallowed costs.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions

Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))

Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions

Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions

Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions

Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)

Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439

Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)

Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions

Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions

TOWN OF FARMVILLE
OPERATING POLICY MANUAL

Chapter: Finance

Trustees	2 CFR § 200.475	Not specifically addressed

OLD BUSINESS – PARKING FEES

Mayor Vincent provided an update on the previous discussion held at the June 5, 2024, Work Session about the minimum dollar rate for the parking meters and the contractual agreement with the ABM project. Mr. Pairet had brought up the possibility of being able to enter coins for a shorter period of time.

Town Manager Davis reported that the contract states $1.00 per hour must be earned in year one with a total earned of $27,501, and every five years an increase of $0.50 would be made like what is being done now. After 20 years, the project should benefit a little over $1.6 million. If the plan isn't followed and the amounts are reduced and the savings not met, ABM would not be required to pay the town. The agreement can't be changed, and the dollar rate per hour is recommended because that was the agreement, with the $0.50 increase every five years.

The Town Manager continued by stating if Council is asking for the meters to be programmed for a different increment of change for time, but it still reaches a dollar per hour, staff is open to programming the change with the hope that the dollar rate per hour is met. Also to be fair, the change should be whether paying with coin, credit card, or the app.

Mr. Pairet clarified that as long as a total dollar per hour is met, with no difference in how it is done, the town is in compliance with the ABM contract. Town Manager Davis advised of the dollar per hour requirement and meet what ABM has projected the town to make in that year. Discussion was held on the increments for payment and the additional fees imposed for using a credit card. The Town Manager further advised the credit card transaction fee being on the consumer and a technology fee for the app as well.

There was a consensus from the Council to have the parking meters programmed to allow for $0.50 for 30-minute increments being allowed using coin, card or app as long as the total adds up to $1.00 per hour. Mayor Vincent reminded all of the six free parking lots downtown with one lot being on Main Street, but parking is not allowed at night.

TOWN MANAGER'S REPORT

From a briefing provided at last month's meeting, an update was provided on the issue of water coming into the basement of the Town Hall building. The work was put out to bid and staff are waiting on a contract from a contractor. The Council will be updated once received.

The splashpad should be completed by Friday to include training for employees. A grand opening is anticipated for Friday, June 28th. From a request made by Council member Hunter, a security camera has been installed at the site.

Hurt & Proffitt is now working on the locations of the fire hydrants and age of the pipes for the asset management plan. The state is requiring a more detailed report on copper which is due by October 2024. Town staff do not know of any copper lines for joints left within the town's infrastructure, but this needs to be verified in any connection to residences. Council will be advised if assistance is needed by Hurt & Proffitt to complete the detailed report.

The proposed zoning changes for a portion of Griffin Boulevard will be before the Planning Commission next week then to Council next month.

It is hoped that favorable comments have been heard from Mr. Reid's and the At-large Council members' constituents concerning the new paved roads.

The Fireworks After Dark event will be held on July 3rd on Main Street and on a portion of High Street. *The Castaways* band will be performing this year, and at least ten food vendors are being planned.

As requested by Mr. Hunter, a spreadsheet is being completed and will be emailed to Council members tomorrow on the capital improvement items expended and items being rolled over to prior year.

COMMENTS BY MAYOR AND TOWN COUNCIL

Mr. Hardy thanked all for attending and for getting involved. Appreciation was also expressed to the Town Manager for his work.

Mr. Hunter offered thanks for the porta john provided on Andrews Drive. A request was made concerning the grass being cut on South Virginia and Bridge Streets.

Mr. Yoelin thanked all for their attendance, for everyone watching online and for the participation.

Mr. Pairet asked for clarification from Town Manager Davis as to when the changes will be made to the parking meters and how long before the changes take effect. It was reported the changes will be made in a few days.

Mr. Hunter asked about the height of the parking meters and if the clarity of the screen could be addressed. The Town Manager reported that the height could be measured and that the new meters use the same casing as the previous meters. ABM will be asked about the glare at the weekly meeting and if there is a product to help deflect the glare.

Mayor Vincent provided an update on several items:

- Fireworks After Dark event will be held downtown on July 3rd. Council members agreed to cancel the scheduled Work Session for that same night.
- Compliments were received about the excellent paving job being done in town. It was mentioned that it was a rare occasion to walk around the neighborhood and be stopped twice to have compliments made. Mayor Vincent expressed his appreciation.
- Attended two meetings with the National League of Cities Small City Council to discuss issues affecting small municipalities.
- He and Town Manager Davis attended a virtual meeting with representatives of an organization called Goodr which provides mobile grocery stores for areas in need.
- Attended two meetings for the Virginia Regional Economic Development Organization being established with the help of the Commonwealth Regional Council. One of the meetings was a consultation with the second to refine the mission for the organization.
- Attended board meeting in Richmond for the Department of Wildlife Resources.
- Attended the Virginia Municipal League's first Small Towns Conference held in Abington, VA, along with Town Manager Davis, Vice-Mayor Reid and Council member Yoelin.

Mayor Vincent reiterated from the last Work Session the ways to engage with the Council:

1) Council materials are available on the Town of Farmville website.
2) Council meetings are broadcasted live on the Town of Farmville's Facebook page and on YouTube. Recordings of the meetings also may be viewed post meeting.
3) *The Farmville Herald* provides reports, and they are commended for the great job of reporting on local government. A shout out was provided in support of local journalism.
4) Topics are recapped on the WFLO *Call Flo* AM show every Thursday morning after a Council meeting.

CLOSED SESSION: 2.2-3711 (A)(8)

On motion by Mr. Dwyer, seconded by Mr. Hunter, and with Council members Hardy, Reid, Dwyer, Pairet, Yoelin, and Hunter voting "yes", Council went into closed session under the provisions of Paragraph A.8 of Section 2.2-3711, Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Farmville Town Council has convened a closed session meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a certification by the Farmville Town Council that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Farmville Town Council hereby certifies that, to the best of each member's knowledge, only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed session meeting to which this certification resolution applies, and only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Farmville Town Council.

VOTE: Six ayes, No noes

MOTION: Dwyer SECOND: Hunter

AYES: Reid, Dwyer, Pairet, Yoelin, Hunter, and Hardy

NOES: None

ABSENT DURING VOTE: Amos

ABSENT DURING MEETING: Amos

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Clerk of Council

With no further business, on motion by Mr. Hardy, seconded by Mr. Pairet, and with all in favor stating "aye", the meeting adjourned at 8:11 PM.

APPROVED:	ATTEST:
_______________________________	_______________________________
Brian R. Vincent, Mayor	Mary H. McKay, Clerk of Council