

March 14, 2023

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 14th day of March, 2023; at 7:00 p.m., there were present:

Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr.
Victor "Bill" Jenkins
E. Harrison Jones
Odessa H. Pride
Jerry R. Townsend
Cannon Watson

Also present: Douglas P. Stanley, County Administrator; Sarah Elam Puckett, Assistant County Administrator; Chelsey White, Director of Economic Development and Tourism; Terri Atkins Wilson, County Attorney; Scott Frederick, PE, VDOT Resident Engineer; Scott Davis, Farmville Town Manager; and Dr. Barbara Johnson, Superintendent, Prince Edward County Public Schools.

Chairman Gilliam called the March meeting to order.

Supervisor Emert offered the invocation; Chairman Gilliam led the Pledge of Allegiance.

In Re: Conflict of Interest Act

(None)

In Re: Recognitions

"Recognitions" is an opportunity for the Board of Supervisors to recognize achievements in our community, with a focus on the accomplishments of students, employees and our citizen volunteers who serve the County of Prince Edward.

Mrs. Cheryl Stimpson, Director of Finance, stated the Board would like to recognize Sarah Trent as Employee of the Month for March. This month marks Mrs. Trent's twenty-sixth year anniversary with Prince Edward County Buildings & Grounds! The unfaltering work ethic, positive spirit, and "know no stranger" approach to life she possesses are contagious and have a way of making you feel right at home. She's quick to jump in to help her fellow

co-workers with anything. Thank you, Sarah, for choosing Prince Edward County to be your work family. We are truly blessed and grateful!

Prince Edward County Middle School Girls & Boys Basketball Teams were in attendance; the Prince Edward County Middle School is celebrating a historic achievement as both the girls and boys basketball teams have been crowned Southside Middle School Basketball Conference Champions. Both teams and their coaches were present.

In Re: Public Participation

Public Participation is a time set aside for citizens to share their thoughts, ideas and concerns. An official record is made of each person's contribution tonight and will be directed to the County Administrator for follow-up; any necessary follow-up will be noted and tracked. Follow-up may consist of an immediate response, or planned action by the County Administrator or Board, or by placement on a future Board agenda. Tonight's agenda cannot be changed, because the public needs advance knowledge of and the opportunity to review related materials regarding items addressed by the Board. To further assist public information, the Board requests the Administrator, Attorney or county staff to immediately correct any factual error that might occur.

G.W. Lewis, Lockett, stated he was proud to see the participation of the students. He then expressed his concern regarding the traffic on Rice's Depot Road. He said the Rails to Trails has brought an influx of traffic to the area and the speed limit should be reduced from 35mph to 25mph for safety. He stated people park at the church and walk or bike on the road. Mr. Lewis asked that the Board request VDOT to lower the speed limit.

Supervisor Jenkins said people don't stay on the Trail; he added that the issue is on Rice's Depot Road and High Rock Church Road where it is 25mph.

Supervisor Watson asked if that was something the Board could do or if a request had to be submitted to VDOT.

Mrs. Sarah Elam Puckett, Assistant County Administrator, said the Board can request a speed study.

Supervisor Jenkins made a motion, seconded by Supervisor Townsend, to request VDOT conduct a speed study on Rice's Depot Road to change the speed limit from 35mph to 25mph; the motion carried:

Aye:	Pattie Cooper-Jones	Nay:	None
	J. David Emert		
	Llew W. Gilliam, Jr.		
	Victor "Bill" Jenkins		
	E. Harrison Jones		
	Odessa H. Pride		
	Jerry R. Townsend		
	Cannon Watson		

Bemeché Hicks, Lockett District, thanked the Supervisor Pride, Supervisor Cooper-Jones, and Supervisor Jenkins for supporting him through the loss of his mother. He also thanked Piedmont Senior Resources (PSR) for all they did over the years for his mother, and stated PSR is a vital resource in the community.

In Re: Board Comments

The Board expressed congratulations to Sarah Trent for her 26 years of service to Prince Edward County, and to the boys and girls' basketball teams for their accomplishments; they thanked all in attendance for coming out.

Supervisor Jones said the citizens need to be in touch and reach out to their representatives, which will help the Board members make Prince Edward County grow.

Supervisor Cooper-Jones said Sarah Trent's smile always the same and brightens a visit to the Courthouse. She added that it is important to see how your government works.

Supervisor Jenkins said to call and let him know concerns and what citizens want in their County.

Supervisor Watson agreed and stated it is important for citizens to be engaged and to draw attention to what is needed in the County.

Supervisor Townsend thanked the citizens for their support.

Supervisor Emert stated he appreciates citizens bringing their concerns to the Board.

Chairman Gilliam praised the students for their efforts and said it takes a lot of time and effort to be in school and participate in sports.

In Re: Consent Agenda

On motion of Supervisor Townsend, seconded by Supervisor Cooper-Jones, and carried:

Aye:	Pattie Cooper-Jones	Nay: None
	J. David Emert	
	Llew W. Gilliam, Jr.	
	Victor "Bill" Jenkins	
	E. Harrison Jones	
	Odessa H. Pride	
	Jerry R. Townsend	
	Cannon Watson	

the Board accepted the January 2023 Treasurer's Report; the minutes of the meeting held February 14, 2023 and February 22, 2023; Accounts and Claims, Board Mileage Sheets; Salaries; and approved the scheduling of a Rabies

Clinic for Saturday, March 18, 2023 from 1:00 – 3:00 p.m. in the parking lot behind the Prince Edward County Courthouse.

Prince Edward Treasurer's Report - January 2023

Name of Bank	Ref #	Int. Rate	Bank Balance	Available Balance
Benchmark Pooled Fund Account	7654		\$19,502,349.28	\$19,502,349.28
Benchmark Social Services	9746		\$200,546.34	\$200,546.34
Benchmark School Fund	3352		\$1,812,988.21	\$1,812,988.21
Benchmark Food Service	3742		\$526,989.90	\$526,989.90
TOTAL				\$22,042,873.73

*Note: School Fund and Cafeteria Fund balances shown above are estimated balances.

Certificates of Deposit				
Benchmark	0994	1.00	\$122,584.08	
	0995	1.00	\$122,584.08	
Recreation Fund	0998	0.50	\$17,507.66	
Benchmark 5 Yr CD-letter of credit	0632	1.00	\$661,447.11	\$924,122.93
Benchmark Investment Acct	L796	3.35	\$2,438,386.88	\$2,438,386.88
Farmers Bank	2465	0.50	\$109,906.26	
	2466	0.50	\$109,906.26	
Underground Storage	2478	0.60	\$22,973.65	
	2501	2.09	\$2,236,971.94	
	3418	3.75	\$2,500,000.00	
	3419	3.35	\$2,500,000.00	\$7,479,758.11
TOTAL				\$10,842,267.92
GRAND TOTAL				\$32,885,141.65

In Re: Highway Matters

Mr. Scott Frederick, VDOT Resident Engineer, P.E., was not present for the meeting; staff recorded concerns from the Board:

- Supervisor Emert asked for the status of Rattlers Branch Road.
- Supervisor Townsend reported the State and County road signs on Rt. 15 South and Mt. Pleasant Road.
- Supervisor Emert said that on County Line Road, past the turn, the bank has been cut down from trucks cutting it short. He said this is in the 5,000 block.
- Chairman Gilliam said VDOT did patch-work on Old Prospect Road but missed a large hole, east of the Methodist Church.
- Supervisor Townsend reported the bridge on Worsham Road needs replaced; he said holes were filled in.
- Supervisor Pride asked when the project on Route 15 South at the bridge will be complete; she said it is dangerous.

- Supervisor Jenkins said the flashing directional message board that is located in front of a citizen's home at Route 307 and Route 460; needs to be moved.

In Re: Community Partner Update – Sharon Harrup, President & CEO, STEPS, Inc.

Sharon L. Harrup, President & CEO of STEPS, Inc., stated that last year, 2,096 individuals were assisted; she said these are unduplicated numbers, and each of these individuals were provided with the service requested but also information to ensure they receive any other eligible services. She stated Prince Edward County receives the highest service with 770 Prince Edward County residents receiving services.

Ms. Harrup reviewed the services offered, including Early Childhood Education with Early Head Start, Head Start, and provides services to pregnant mothers, and Workforce and Economic Development. She said while STEPS was founded to assist people with disabilities with their recycling center and their secure document shredding services; she said they now offer supportive employment services with job coaches to work with individuals with disabilities, senior citizens and youth clients through the local Department of Social Services.

Shawn Rozier, Vice President of Housing, STEPS, stated STEPS is currently working on a Supportive Housing project; the Homeless Housing Task Force has been working on this resource for the community. He said that in October, their plan changed from the emergency shelter project to the Supportive Housing project. He said they are in partnership with Virginia Supportive Housing, an organization in Richmond, for the development and management providing services to the program participants, and are entering into Memorandum of Understanding (MOU) for a formal partnership to operate a 60-80 unit apartment building, with the potential for some emergency shelter beds on the first floor. He said they are working with the Town of Farmville on the necessary approvals for this project to go forward; Virginia Supportive Housing will apply for tax credits and other funding sources to complete the construction that will cover the majority of the cost of the project. He said they will need support from the County and other local governments towards construction costs.

Ms. Harrup requested the Board to consider allocating \$100,000 of ARPA funding in the second pool of the ARPA allocation. She is asking for that amount from Prince Edward County because it is the largest utilizer of the services. She stated Nottoway County has officially committed \$75,000 and \$50,000 has been committed from other counties. She said there is a \$168,000 grant from the Centra organization for this project, and a local pledge of \$200,000, and with the funds from the County, it would total funds of over \$700,000 of local investments in this project. She requested Prince Edward County will look favorably on this project.

Ms. Harrup then stated the Longwood Village project is moving forward with a purchase agreement between Longwood University and Better Housing Coalition next week. She said this would provide affordable housing for those with moderate means, meaning people that work at restaurants, at the hospital, in environmental services, the people that serve us. This could be rental or home ownership.

Ms. Harrup then said Madeline's House closed in November; she said the County graciously allocated those FY23 funds to STEPS for the Domestic Violence and sexual assault programs. She said they now can provide transportation and hotel vouchers when there is not a bed anywhere in the state. She said that is being done with the County's help.

Ms. Harrup said they will be starting a Sexual Assault Recovery program in collaboration with the YWCA of Lynchburg and Centra Southside Community Hospital.

Ms. Harrup then reported that the Centra Southside Community Hospital will have a forensic nursing program in its Emergency Department (ED) by summer. She said that will allow this area to see the number of victims suffering from domestic violence and those who have been victimized by sexual assault, and will see those numbers increase because they can now be treated in this community and not seen elsewhere, such as Lynchburg and Richmond facilities. She said they will be training workers to serve as Comfort workers at the Emergency Department; if someone appears at the ED, an on-call volunteer will respond to the ER in 30 minutes. That person will be trained to provide comfort, not counseling, not therapy, and not interfering with any interviews or forensic collection of evidence. Ms. Harrup said they are beginning to gather a pool of people interested in volunteering; information will be available in the next two weeks. The State Department of Social Services, the State Department of Criminal Justice Services rescinded over \$800,000 in funding from Madeline's House; there has been no movement from those two agencies after two years of communication. She said both agencies have been informed that there is a local non-profit ready to put services on the street, and there is no movement from those agencies. Ms. Harrup requested that, if any of the Board members have political influence in those agencies, to please contact them to let them know there is a local non-profit organization that stands ready to meet the needs of domestic violence and sexual assault victims. She said they need training as it is different from dealing with the issues of the homeless. She said in the meantime, she submitted a Congressional directed spending request through Senator Mark Warner and Senator Tim Kaine that would provide 12 months of operational funding. She stated a local donor in this community has pledged to donate \$575,000

donor to allow STEPS to purchase the former Madeline's House building, but the building was stripped of appliances and furniture, the whole-house generator is gone, and the privacy fence has been taken down.

Ms. Harrup said she feels there is a strong enough community initiative to provide those items, but asked the Board to advocate for the creation of Domestic Violence and Sexual Assault Services here in this community.

In Re: Community Partner Update – Daniel Jordan, Park Manager, High Bridge Trail State Park

Daniel Jordan, Park Manager, High Bridge Trail State Park, presented statistics on High Bridge Trail State Park and State Parks across Virginia. He said Virginia has 41 state parks. Halifax County was just presented with 7,200 acres from Tim Sweeney, of Fortnight, which is a \$12 million property. He stated the State Park budget is about \$53 million budget, which is about 0.06% of the total State budget.

Mr. Jordan reported that in 2021, attendance at all State Parks was just under eight million, with 140,000 at High Bridge Trail State Park; he added the Parks added \$324 million across the State of Virginia in Economic Development. Locally, the economic impact is \$6 million in Prince Edward, Cumberland, Appomattox and Nottoway Counties. He said there are five full-time jobs at High Bridge Trail State Park, and a \$2 million capital investment expenditure at Camp Paradise. The new Visitor's Center building [has a cost of] approximately \$1.7 million, and the road into Camp Paradise will be paved. He added in 2021, visitor revenue was \$73,000, and he expects it will be close to \$100,000 this year.

Mr. Jordan said the Friends of the High Bridge Trail Group has been supportive of the community and the Park, fund raising with several different events; over the years, they were able to purchase a tractor, mile markers and they also conduct clean-ups on Aspen Hill Road. He then said High Bridge Trail State Park is building a visitors' center and is expanding into Pamplin, which has been ten years in the making, to purchase the 30 acres. He said the Town of Pamplin has donated a half-acre of property, which will be the western terminus parking lot. Once this is complete, they will go into Burkeville to complete all 31 miles of the [High Bridge] Trail.

In Re: Public Hearing – Updates to Chapter 70 – Taxation, Article VIII, Transient Occupancy Tax of the County Code

Chairman Gilliam announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering updates to Chapter 70 – Taxation, Article VIII – Transient Occupancy Tax, of the County

Code to update to align it with the model ordinance proposed by the work group convened as a result of Senate Bill 651 of the 2022 Session of the Virginia General Assembly. Notice of this hearing was advertised according to law in the Wednesday, March 1, 2023, and Wednesday, March 8, 2023 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Stanley stated that as the Board will recall, the SP 651 Work Group of Commissioners of Revenue from across the state provided a model Transient Occupancy Tax Ordinance with an action call to encourage local governing bodies to amend their local ordinances and to adopt the model ordinance provided by the Work Group. The purpose was to establish uniformity state-wide with local ordinances for "accommodations intermediaries" (VRBO, Airbnb, etc.) which will facilitate the collection and remitting of the transient occupancy taxes to localities.

Chairman Gilliam opened the public hearing.

There being no one wishing to speak, Chairman Gilliam closed the public hearing.

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the amendments to Chapter 70 – Taxation, Article VIII – Transient Occupancy Tax, of the County Code; the motion carried:

Aye:	Pattie Cooper-Jones	Nay: None
	J. David Emert	
	Llew W. Gilliam, Jr.	
	Victor “Bill” Jenkins	
	E. Harrison Jones	
	Odessa H. Pride	
	Jerry R. Townsend	
	Cannon Watson	

Chapter 70 - TAXATION
ARTICLE VIII. TRANSIENT OCCUPANCY TAX – 2023 REVISION

Section 70 -221. Definitions.

The following words and phrases when used in this Article, for the purposes of this Article, have the meanings respectively ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

Accommodations means any room or rooms, lodgings, accommodations, or space at a Lodging Facility for which tax is imposed on the retail sale of the same pursuant to this Article.

Accommodations fee means the room charge less the discount room charge, if any, provided that the accommodations fee must not be less than \$0.

Accommodations intermediary means any person other than an accommodations provider that (i) facilitates the sale of an accommodation and (ii) either (a) charges a room charge to the customer, and charges an accommodations fee to the customer, which fee it retains as compensation for facilitating the sale; (b) collects a room charge from the customer; or (c) charges a fee, other than an accommodations fee, to the customer, which fee it retains as compensation for facilitating the sale. For purposes of this definition, “facilitates the sale” includes brokering, coordinating, or in

any other way arranging for the purchase of the right to use accommodations via a transaction directly, including one or more payment processors, between a customer and an accommodations provider.

Accommodations intermediary does not include a person:

- (1) If the accommodations are provided by an accommodation provider operating under a trademark, trade name, or service mark belonging to that person;
- (2) Who facilitates the sale of an accommodation if (i) the price paid by the customer to such person is equal to the price paid by such person to the accommodations provider for the use of the accommodations and (ii) the only compensation received by such person for facilitating the sale of the accommodation is a commission paid from the accommodation provider to such person; or
- (3) Who is licensed as a real estate licensee pursuant to Article 1 (§ 54.1-2100 et seq.) of Chapter 21 of Title 54.1 of the *Virginia Code*, when acting within the scope of such license.

Accommodations provider means any person that furnishes accommodations to the general public for compensation. The term “furnishes” includes the sale of use or possession or the sale of the right to use or possess.

County means the County of Prince Edward, Virginia.

“*Commissioner of the Revenue*” shall mean the Commissioner of the Revenue of the County of Prince Edward, Virginia, or any duly authorized deputies or agents.

Discount room charge means the full amount charged by the accommodation provider to the accommodation intermediary, or an affiliate thereof, for furnishing the accommodations.

Lodging Facility means any public or private hotel, inn, apartment hotel, hostelry, tourist camp, tourist cabin, tourist home or house, camping grounds, club, motel, rooming house, any place that offers Short-Term Lodging, or other place within the County offering accommodations for one or more persons at any one time, and the owner and operator thereof, who, for compensation, furnishes accommodations to any transients as hereinafter defined.

Person means individuals, firms, partnerships, associations, corporations, persons acting in representative capacity and combinations of individuals of whatever form and character.

Room charge means the total charge made to, or total price paid by or for, a transient in a retail sale for the use or possession of accommodations at any such Lodging Facility before taxes. “Room charge” includes any fee charged to the customer and retained as compensation for facilitating the sale, whether described as an accommodations fee, facilitation fee, or any other name.

Retail Sale means a sale to any person for any purpose other than for resale.

Transient means any person who, for any period of less than thirty consecutive days either at his own expense or at the expense of another, obtains accommodations in any Lodging Facility as hereinabove defined, for which a charge is made.

Section 70-222. Levy; amount of tax.

(a) Pursuant to *Virginia Code* § 58.1-3819, in addition to all other taxes, there is hereby imposed and levied a tax equivalent to seven percent of the total room charge paid by or for any such transient for the use or possession of accommodations; provided however, that the tax imposed by this subsection will not be imposed on any transient occupancy in any Lodging Facility that is located within any town that has imposed a tax on transient occupancy.

(b) The revenues collected from that portion of the tax from a rate over two percent but not exceeding five percent shall be designated and spent solely for tourism and travel, marketing of tourism or initiatives that, as determined after consultation with the local tourism industry organizations, including representatives of lodging properties located in

the county, attract travelers to the locality, increase occupancy at lodging properties, and generate tourism revenues in the county.

Section 70-223. Exemptions.

No tax is payable hereunder on the total room charge paid for accommodations to any hospital, medical clinic, convalescent home, or home for the aged.

Section 70-224. Collection of tax.

(c) For any retail sale of accommodations facilitated by an accommodation intermediary, the accommodations intermediary will be deemed a facility making a retail sale of an accommodation. The accommodations intermediary must collect the tax imposed pursuant to this Article, computed on the total room charge, from the person paying for the accommodations at the time payment for such accommodations is made and shall be liable for the same.

(d) For any retail sale of accommodations not facilitated by an accommodation intermediary, the accommodations provider must collect the tax imposed pursuant to this Article, computed on the total room charge, from the person paying for the accommodations at the time payment for such accommodations is made and shall be liable for the same.

Section 70-225. Report and remittance of tax.

(a) For any retail sale of accommodations facilitated by an accommodations intermediary, the accommodations intermediary must remit the tax imposed pursuant to this Article to the Commissioner.

(b) For any retail sale of accommodations not facilitated by an accommodations intermediary, the accommodations provider must remit the tax imposed pursuant to this Article to the Commissioner.

(c) For any transaction for the retail sale of accommodations involving two or more parties that meet the definition of accommodations intermediary, nothing in this Article prohibits such parties from making an agreement regarding which party will be responsible for collecting and remitting the tax, so long as the party so responsible is registered with the Commissioner for purposes of remitting the tax. In such event, the party that agrees to collect and remit the tax will be the sole party liable for the tax, and the other parties to such agreement will not be liable for such tax.

(d) The person collecting any such tax required pursuant to this Article must make out a report on such forms and setting forth such information as the Commissioner may prescribe and require, showing the amount of total room charges collected, and the tax required to be collected, and must sign and deliver the same to the Commissioner with a remittance of such tax.

(e) Such reports and remittances must be made monthly on or before the 20th day of the month and covering the amount of tax collected during the preceding month. If the remittance is by check or money order; it must be payable to the County and all remittances received hereunder by the Commissioner must be promptly delivered to the Treasurer.

(f) Each accommodations intermediary must submit to the Commissioner the property addresses and gross receipts for all accommodations facilitated by the accommodations intermediary in Prince Edward County, Virginia, on a monthly basis.

Section 70-226. Interest and penalties upon failure or refusal to remit tax.

If any accommodations provider or accommodations intermediary fails or refuses to remit to the Commissioner, the tax required to be collected and paid under this Article within the time and in the amount

specified in this Article, the Commissioner will add a penalty of *ten* percent, and if the tax remains delinquent and unpaid for a period of one month from the date the same is due and payable, interest will be charged on the unpaid balance at the rate of seven percent of the tax on such return or \$10.00, whichever is greater; provided however, that the penalty shall in no case exceed the tax amount. Such interest will accrue from the date on which the tax was due and payable.

Section 70-227. When the Commissioner to determine the amount of tax due.

If any person required to collect and remit the tax imposed by this Article fails to file a statement and a remittance, or if the Commissioner has reasonable cause to believe that an erroneous statement has been filed; the Commissioner may proceed to determine the amount due to the County pursuant to *Va. Code* § 58.1-3903.

Section 70-228. Tax immediately due and payable upon cessation of business.

Whenever any person required to collect and pay to the County a tax under this Article quits or otherwise disposes of the business, any tax payable under the provisions of this Article to the County becomes immediately due and payable, and such person must immediately make a report and pay the tax due.

Section 70-229. Powers and duties of Commissioner generally; rules and regulations.

The Commissioner will ascertain the name of every person operating a Lodging Facility in the County liable for the collection of the tax levied by this Article. The Commissioner or Treasurer has the power to adopt rules and regulations not inconsistent with the provisions of this Article and the *Code of Virginia* for the purpose of carrying out and enforcing the payment, collection and remittance of the tax herein levied; and a copy of such rules and regulations will be on file and available for public examination in the Commissioner's office during regular office hours. Failure or refusal to comply with any rules and regulations promulgated under this Section is a violation of this Article.

Section 70-230. Penalty for violation of Article.

Any person convicted of willful failure or refusal to file a tax return at the times required by this Article will be subject to criminal penalties. If the tax lawfully assessed in connection with the return that was not filed is \$1,000 or less, then such failure or refusal to file will be punishable as a Class 3 misdemeanor. If the tax lawfully assessed in connection with the return that was not filed is more than \$1,000, then such failure or refusal to file will be punishable as a Class 1 misdemeanor. In determining the penalty to be applied in the event that a person has not filed a tax return as required by this Article, the penalty will be based on the amount due to the County as determined by the Commissioner. Each such failure or refusal will constitute a separate offense. Such conviction will not relieve any such person from the payment, collection, or remittance of such tax, plus penalties and interests, as provided in this Article.

Secs. 70-231—70-240. Reserved.

In Re: Public Hearing – Amendments to Chapter 54 – Floods, of the County Code

Chairman Gilliam announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering Amendments to Chapter 54 – Floods, of the County Code, to update the County Floodplain Management Ordinance to comply with the requirements of the Federal Emergency Management Agency's National Flood Insurance Program regulations. Notice of this hearing was advertised according to law in the Wednesday, March 1, 2023, and Wednesday, March 8, 2023 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Stanley stated that after years of data compilation, studies, and community meetings, the latest Flood Insurance Rate Maps (FIRMs) have been finalized for Prince Edward County. The County received a Letter of Final Determination (LFD) from FEMA regarding the FIRM update and requirements for participating in the National Flood Insurance Program (NFIP). When a community participates in the NFIP, it must ensure that its floodplain management ordinance and enforcement procedures meet NFIP requirements (44CFR 59.22), including amending that ordinance to adopt the new maps. The process for amending the floodplain ordinance to adopt the new maps before the FIRM effective date of April 19, 2023 is required in order to remain in the NFIP. The ordinance amendment, adoption, and agency reviews must all be completed before the effective date of the new maps. This effective date will be included in the LFD. The ordinance must be amended, adopted, and reviewed by both agencies before the FIRM effective date, or the community will be suspended from the NFIP.

To complete this process in the time allowed, the following steps still need to be completed:

- Prince Edward County submits the final, adopted ordinance to DCR no later than 30 days prior to the effective date.
- DCR reviews the final, adopted ordinance within two weeks and submits the ordinance to FEMA for final review. FEMA requires approximately two weeks to review the ordinance and update its records.

Staff has utilized the DCR Model Ordinance in creating the floodplain ordinance with language that satisfies both DCR and FEMA requirements. The public hearing notice was published in the March 1, 2023 and March 8, 2023 editions of the Farmville Herald.

Chairman Gilliam opened the public hearing.

Rick Ewing questioned what the definition of “flood” is in this context. Mr. Love stated FEMA defines it as “100-Year Flood.”

There being no one further wishing to speak, Chairman Gilliam closed the public hearing.

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the amendment and re-ordain to Chapter 54 – Floods, of the Prince Edward County Code; the motion carried:

Aye:	Pattie Cooper-Jones	Nay: None
	J. David Emert	
	Llew W. Gilliam, Jr.	
	Victor “Bill” Jenkins	
	E. Harrison Jones	
	Odessa H. Pride	
	Jerry R. Townsend	
	Cannon Watson	

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AN ORDINANCE AMENDING CHAPTER 54 - FLOODS, THE FLOOD ZONING ORDINANCE OF PRINCE EDWARD COUNTY VIRGINIA, BY ESTABLISHING FLOODPLAIN DISTRICTS, BY REQUIRING THE ISSUANCE OF PERMITS FOR DEVELOPMENT, AND BY PROVIDING FACTORS AND CONDITIONS FOR VARIANCES TO THE TERMS OF THE ORDINANCES.

BE IT ENACTED AND ORDAINED BY THE PRINCE EDWARD COUNTY VIRGINIA BOARD OF SUPERVISORS, as follows:

ARTICLE I - GENERAL PROVISIONS

Section 54.1 – Statutory Authorization and Purpose [44 CFR 59.22(a)(2)]

Va. **Code** § 15.2-2283 specifies that zoning ordinances shall be for the general purpose of promoting the health, safety, or general welfare of the public and of further accomplishing the objectives of § 15.2-2200 which encourages localities to improve the public health, safety, convenience, and welfare of their citizens. To these ends, flood ordinances shall be designed to provide for safety from flood, to facilitate the provision of flood protection, and to protect against loss of life, health, or property from flood.

In accordance with these directed provisions, this ordinance is specifically adopted pursuant to the authority granted to localities by Va. **Code** § 15.2 - 2280.

The purpose of these provisions is to prevent: the loss of life, health, or property, the creation of health and safety hazards, the disruption of commerce and governmental services, the extraordinary and unnecessary expenditure of public funds for flood protection and relief, and the impairment of the tax base by:

- A. Regulating uses, activities, and development which, alone or in combination with other existing or future uses, activities, and development, will cause unacceptable increases in flood heights, velocities, and frequencies;
- B. Restricting or prohibiting certain uses, activities, and development from locating within districts subject to flooding;
- C. Requiring all those uses, activities, and developments that do occur in flood-prone districts to be protected and/or floodproofed against flooding and flood damage; and,
- D. Protecting individuals from buying land and structures which are unsuited for intended purposes because of flood hazards.

Section 54.2 – Applicability

These provisions shall apply to all privately and publicly owned lands within the jurisdiction of Prince Edward County and identified as areas of special flood hazard shown on the flood insurance rate map (FIRM) or included in the flood insurance study (FIS) that are provided to the county by FEMA.

Section 54.3 - Compliance and Liability

- A. No land shall hereafter be developed and no structure shall be located, relocated, constructed, reconstructed, enlarged, or structurally altered except in full compliance with the terms and provisions of this ordinance and any other applicable ordinances and regulations which apply to uses within the jurisdiction of this ordinance.
- B. The degree of flood protection sought by the provisions of this ordinance is considered reasonable for regulatory purposes and is based on acceptable engineering methods of study, but does not imply total flood protection. Larger floods may occur on rare occasions. Flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that districts outside the floodplain district or land uses permitted within such district will be free from flooding or flood damages.
- C. This ordinance shall not create liability on the part of Prince Edward County Virginia or any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

Section 54.4 – Records [44 CFR 59.22(a)(9)(iii)]

Records of actions associated with administering this ordinance shall be kept on file and maintained by or under the direction of the Floodplain Administrator in perpetuity.

Section 54.5 - Abrogation and Greater Restrictions [44 CFR 60.1(b)]

To the extent that the provisions are more restrictive, this ordinance supersedes any ordinance currently in effect in flood-prone districts. To the extent that any other existing law or regulation is more restrictive or does not conflict it shall remain in full force and effect.

These regulations are not intended to repeal or abrogate any existing ordinances including subdivision regulations, zoning ordinances, or building codes. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall govern.

Section 54.6 - Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance shall be declared invalid for any reason whatever, such decision shall not affect the remaining portions of this ordinance. The remaining portions shall remain in full force and effect; and for this purpose, the provisions of this ordinance are hereby declared to be severable.

Section 54.7 - Penalty for Violations [44 CFR 60.2(e)]

Any person who fails to comply with any of the requirements or provisions of this article or directions of the director of planning and community development or any authorized employee of the county shall be guilty of the appropriate violation and subject to the penalties thereof.

The VA USBC addresses building code violations and the associated penalties in Section 104 and Section 115. Violations and associated penalties of the Zoning Ordinance of Prince Edward County Virginia are addressed in Section 5-116 and Section 5-118 of the Zoning Ordinance.

In addition to the above penalties, all other actions are hereby reserved, including an action in equity for the proper enforcement of this article. The imposition of a fine or penalty for any violation of, or noncompliance with, this article shall not excuse the violation or noncompliance or permit it to continue; and all such persons shall be required to correct or remedy such violations within a reasonable time. Any structure constructed, reconstructed, enlarged, altered or relocated in noncompliance with this article may be declared by county to be a public nuisance and abatable as such. Flood insurance may be withheld from structures constructed in violation of this article.

Secs. 54-8 – 54.10. – Reserved

ARTICLE II - ADMINISTRATION

Section 54.11 - Designation of the Floodplain Administrator [44 CFR 59.22(b)]

The Director of Planning and Community Development is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may:

- A. Do the work themselves. In the absence of a designated Floodplain Administrator, the duties are conducted by the Prince Edward County Virginia chief executive officer.
- B. Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees.
- C. Enter into a written agreement or written contract with another community or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

Section 54.12 - Duties and Responsibilities of the Floodplain Administrator [44 CFR 60.3]

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- A. Review applications for permits to determine whether proposed activities will be located in the Special Flood Hazard Area (SFHA).
- B. Interpret floodplain boundaries and provide available base flood elevation and flood hazard information.
- C. Review applications to determine whether proposed activities will be reasonably safe from flooding and require new construction and substantial improvements to meet the requirements of these regulations.
- D. Review applications to determine whether all necessary permits have been obtained from the Federal, State, or local agencies from which prior or concurrent approval is required; in particular, permits from state agencies for any construction, reconstruction, repair, or alteration of a dam, reservoir, or waterway obstruction (including bridges, culverts, structures), any alteration of a watercourse, or any change of the course, current, or cross section of a stream or body of water, including any change to the 100-year frequency floodplain of free-flowing non-tidal waters of the State.
- E. Verify that applicants proposing an alteration of a watercourse have notified adjacent communities, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management), and other appropriate agencies (VADEQ, USACE), and have submitted copies of such notifications to FEMA.
- F. Advise applicants for new construction or substantial improvement of structures that are located within an area of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act that Federal flood insurance is not available on such structures; areas subject to this limitation are shown on Flood Insurance Rate Maps as Coastal Barrier Resource System Areas (CBRS) or Otherwise Protected Areas (OPA).
- G. Approve applications and issue permits to develop in flood hazard areas if the provisions of these regulations have been met, or disapprove applications if the provisions of these regulations have not been met.
- H. Inspect or cause to be inspected, buildings, structures, and other development for which permits have been issued to determine compliance with these regulations or to determine if non-compliance has occurred or violations have been committed.
- I. Review Elevation Certificates and require incomplete or deficient certificates to be corrected.
- J. Submit to FEMA, or require applicants to submit to FEMA, data and information necessary to maintain FIRMs, including hydrologic and hydraulic engineering analyses prepared by or for the county within six months after such data and information becomes available if the analyses indicate changes in base flood elevations.
- K. Maintain and permanently keep records that are necessary for the administration of these regulations, including:
 - 1. Flood Insurance Studies, Flood Insurance Rate Maps (including historic studies and maps and current effective studies and maps), and Letters of Map Change; and
 - 2. Documentation supporting issuance and denial of permits, Elevation Certificates, documentation of the elevation (in relation to the datum on the FIRM) to which structures have been floodproofed, inspection records, other required design certifications, variances, and records of enforcement actions taken to correct violations of these regulations.
- L. Enforce the provisions of these regulations, investigate violations, issue notices of violations or stop work

orders, and require permit holders to take corrective action.

- M. Advise the Board of Zoning Appeals regarding the intent of these regulations and, for each application for a variance, prepare a staff report and recommendation.
- N. Administer the requirements related to proposed work on existing buildings:
 - 1. Make determinations as to whether buildings and structures that are located in flood hazard areas and that are damaged by any cause have been substantially damaged.
 - 2. Make reasonable efforts to notify owners of substantially damaged structures of the need to obtain a permit to repair, rehabilitate, or reconstruct. Prohibit the non-compliant repair of substantially damaged buildings except for temporary emergency protective measures necessary to secure a property or stabilize a building or structure to prevent additional damage.
- O. Undertake, as determined appropriate by the Floodplain Administrator due to the circumstances, other actions which may include but are not limited to: issuing press releases, public service announcements, and other public information materials related to permit requests and repair of damaged structures; coordinating with other Federal, State, and local agencies to assist with substantial damage determinations; providing owners of damaged structures information related to the proper repair of damaged structures in special flood hazard areas; and assisting property owners with documentation necessary to file claims for Increased Cost of Compliance coverage under NFIP flood insurance policies.
- P. Notify the Federal Emergency Management Agency when the corporate boundaries of the county have been modified and:
 - 1. Provide a map that clearly delineates the new corporate boundaries or the new area for which the authority to regulate pursuant to these regulations has either been assumed or relinquished through annexation; and
 - 2. If the FIRM for any annexed area includes special flood hazard areas that have flood zones that have regulatory requirements that are not set forth in these regulations, prepare amendments to these regulations to adopt the FIRM and appropriate requirements, and submit the amendments to the governing body for adoption; such adoption shall take place at the same time as or prior to the date of annexation and a copy of the amended regulations shall be provided to Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and FEMA.
- Q. Upon the request of FEMA, complete and submit a report concerning participation in the NFIP which may request information regarding the number of buildings in the SFHA, number of permits issued for development in the SFHA, and number of variances issued for development in the SFHA.
- R. It is the duty of the Community Floodplain Administrator to take into account flood, mudslide and flood-related erosion hazards, to the extent that they are known, in all official actions relating to land management and use throughout the entire jurisdictional area of the Community, whether or not those hazards have been specifically delineated geographically (e.g. via mapping or surveying).

Section 54.13 - Use and Interpretation of FIRMs [44 CFR 60.3]

The Floodplain Administrator shall make interpretations, where needed, as to the exact location of special flood hazard areas, floodplain boundaries, and floodway boundaries. The following shall apply to the use and interpretation of FIRMs and data:

- A. Where field surveyed topography indicates that adjacent ground elevations:
 - 1. Are below the base flood elevation in riverine SFHAs, or below the 1% storm surge elevation in coastal

SFHAs, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as special flood hazard area and subject to the requirements of these regulations;

2. Are above the base flood elevation and the area is labelled as a SFHA on the FIRM, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the SFHA.
- B. In FEMA-identified special flood hazard areas where base flood elevation and floodway data have not been identified and in areas where FEMA has not identified SFHAs, any other flood hazard data available from a Federal, State, or other source shall be reviewed and reasonably used.
- C. Base flood elevations and designated floodway boundaries on FIRMs and in FISs shall take precedence over base flood elevations and floodway boundaries by any other sources if such sources show reduced floodway widths and/or lower base flood elevations.
- D. Other sources of data shall be reasonably used if such sources show increased base flood elevations and/or larger floodway areas than are shown on FIRMs and in FISs.
- E. If a Preliminary Flood Insurance Rate Map and/or a Preliminary Flood Insurance Study has been provided by FEMA:
1. Upon the issuance of a Letter of Final Determination by FEMA, the preliminary flood hazard data shall be used and shall replace the flood hazard data previously provided from FEMA for the purposes of administering these regulations.
 2. Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall be deemed the best available data pursuant to Article III, Section 3.1.A.3 and used where no base flood elevations and/or floodway areas are provided on the effective FIRM.
 3. Prior to issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data is permitted where the preliminary base flood elevations or floodway areas exceed the base flood elevations and/or designated floodway widths in existing flood hazard data provided by FEMA. Such preliminary data may be subject to change and/or appeal to FEMA.

Section 54.14 - Jurisdictional Boundary Changes [44 CFR 59.22, 65.3]

The County floodplain ordinance in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements for participation in the National Flood Insurance Program. Municipalities with existing floodplain ordinances shall pass a resolution acknowledging and accepting responsibility for enforcing floodplain ordinance standards prior to annexation of any area containing identified flood hazards. If the FIRM for any annexed area includes special flood hazard areas that have flood zones that have regulatory requirements that are not set forth in these regulations, the governing body shall prepare amendments to these regulations to adopt the FIRM and appropriate requirements, and submit the amendments to the governing body for adoption; such adoption shall take place at the same time as or prior to the date of annexation and a copy of the amended regulations shall be provided to Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management) and FEMA.

In accordance with the Code of Federal Regulations, Title 44 Subpart (B) Section 59.22(a)(9)(v) all NFIP participating communities must notify the Federal Insurance Administration and optionally the State Coordinating Office in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area.

In order that all Flood Insurance Rate Maps accurately represent the community's boundaries, a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority must be included with the notification.

Section 54.15 - District Boundary Changes

The delineation of any of the Floodplain Districts may be revised by the county where natural or man-made changes have occurred and/or where more detailed studies have been conducted or undertaken by the U. S. Army Corps of Engineers or other qualified agency, or an individual documents the need for such change. However, prior to any such change, approval must be obtained from the Federal Emergency Management Agency. A completed LOMR is a record of this approval.

Section 54.16 - Interpretation of District Boundaries

Initial interpretations of the boundaries of the Floodplain Districts shall be made by the Zoning Officer. Should a dispute arise concerning the boundaries of any of the Districts, the Board of Zoning Appeals shall make the necessary determination. The person questioning or contesting the location of the District boundary shall be given a reasonable opportunity to present his case to the Board and to submit his own technical evidence if he so desires.

Section 54.17 – Submitting Model Backed Technical Data [44 CFR 65.3]

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Emergency Management Agency of the changes by submitting technical or scientific data. The community may submit data via a LOMR. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

Section 54.18 – Letters of Map Revision

When development in the floodplain will cause or causes a change in the base flood elevation, the applicant, including state agencies, must notify FEMA by applying for a Conditional Letter of Map Revision and then a Letter of Map Revision.

Example cases:

- Any development that causes a rise in the base flood elevations within the floodway.
- Any development occurring in Zones A1-30 and AE without a designated floodway, which will cause a rise of more than one foot in the base flood elevation.
- Alteration or relocation of a stream (including but not limited to installing culverts and bridges) *44 Code of Federal Regulations §65.3 and §65.6(a)(12)*.

Secs. 54-19 – 54.20. - Reserved

ARTICLE III - ESTABLISHMENT OF ZONING DISTRICTS

Section 54.21 - Description of Special Flood Hazard Districts [44 CFR 59.1, 60.3]

A. Basis of Districts

The various special flood hazard districts shall include the SFHAs. The basis for the delineation of these districts shall be the FIS and the FIRM for Prince Edward County Virginia prepared by the Federal Emergency Management Agency, Federal Insurance Administration, dated April 19, 2023, and any subsequent revisions or amendments thereto.

The county may identify and regulate local flood hazard or ponding areas that are not delineated on the FIRM. These areas may be delineated on a “Local Flood Hazard Map” using best available topographic data and locally derived information such as flood of record, historic high water marks, or approximate study methodologies.

The boundaries of the SFHA Districts are established as shown on the FIRM which is declared to be a part of this ordinance and which shall be kept on file at the county community development office.

1. The **Floodway District** is in an **AE Zone** and is delineated, for purposes of this ordinance, using the criterion that certain areas within the floodplain must be capable of carrying the waters of the one percent annual chance flood without increasing the water surface elevation of that flood more than one (1) foot at any point. The areas included in this District are specifically defined in Table 2 of the above-referenced FIS and shown on the accompanying FIRM.

The following provisions shall apply within the Floodway District of an AE zone [44 CFR 60.3(d)]:

- a. Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently-accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the Floodplain Administrator.

Development activities which increase the water surface elevation of the base flood may be allowed, provided that the applicant first applies with the county’s endorsement for a Conditional Letter of Map Revision (CLOMR), and receives the approval of the Federal Emergency Management Agency.

If Article III, Section 3.1.A.1.a is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 4.

- b. The placement of manufactured homes (mobile homes) is prohibited, except in an existing manufactured home (mobile home) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring, elevation, and encroachment standards are met.
2. The **AE, or AH Zones** on the FIRM accompanying the FIS shall be those areas for which one-percent annual chance flood elevations have been provided and the floodway has **not** been delineated. The following provisions shall apply within an AE or AH zone [44 CFR 60.3(c)] where FEMA has provided base flood elevations:

Until a regulatory floodway is designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within the areas of special flood hazard, designated as Zones A1-30, AE, or AH on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the county.

Development activities in Zones A1-30, AE, or AH on the county’s FIRM which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the applicant first applies with the county’s endorsement for a Conditional Letter of Map Revision, and receives the approval of the Federal Emergency Management Agency.

3. The **A Zone** on the FIRM accompanying the FIS shall be those areas for which no detailed flood profiles or elevations are provided, but the one percent annual chance floodplain boundary has been

approximated. For these areas, the following provisions shall apply [44 CFR 60.3(b)]:

The Approximated Floodplain District shall be that floodplain area for which no detailed flood profiles or elevations are provided, but where a one percent annual chance floodplain boundary has been approximated. Such areas are shown as Zone A on the maps accompanying the FIS. For these areas, the base flood elevations and floodway information from Federal, State, and other acceptable sources shall be used, when available. Where the specific one percent annual chance flood elevation cannot be determined for this area using other sources of data, such as the U. S. Army Corps of Engineers Floodplain Information Reports, U. S. Geological Survey Flood-Prone Quadrangles, etc., then the applicant for the proposed use, development and/or activity shall determine this base flood elevation. For development proposed in the approximate floodplain the applicant must use technical methods that correctly reflect currently accepted practices, such as point on boundary, high water marks, or detailed methodologies hydrologic and hydraulic analyses. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough review by the Floodplain Administrator.

The Floodplain Administrator reserves the right to require a hydrologic and hydraulic analysis for any development. When such base flood elevation data is utilized, the lowest floor shall be elevated to or above the base flood level plus twenty-four (24) inches.

During the permitting process, the Floodplain Administrator shall obtain:

- a. The elevation of the lowest floor (in relation to mean sea level), including the basement, of all new and substantially improved structures; and,
- b. If the structure has been floodproofed in accordance with the requirements of this article, the elevation (in relation to mean sea level) to which the structure has been floodproofed.

Base flood elevation data shall be obtained from other sources or developed using detailed methodologies comparable to those contained in a FIS for subdivision proposals and other proposed development proposals (including manufactured home parks and subdivisions) that exceed fifty lots or five acres, whichever is the lesser.

4. The **AO Zone** on the FIRM accompanying the FIS shall be those areas of shallow flooding identified as AO on the FIRM. For these areas, the following provisions shall apply [44 CFR 60.3(c)]:
 - a. All new construction and substantial improvements of residential structures shall have the lowest floor, including basement, elevated to or above the flood depth specified on the FIRM, above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated no less than two feet above the highest adjacent grade.
 - b. All new construction and substantial improvements of non-residential structures shall
 - (1) Have the lowest floor, including basement, elevated to or above the flood depth specified on the FIRM, above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade; or,
 - (2) Together with attendant utility and sanitary facilities be completely floodproofed to the specified flood level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
 - c. Adequate drainage paths around structures on slopes shall be provided to guide floodwaters around and away from proposed structures.

5. The **Coastal A Zone** is labelled as AE on the FIRM; it is those areas that are seaward of the limit of moderate wave action (LiMWA) line. As defined by the VA USBC, these areas are subject to wave heights between 1.5 feet and 3 feet. For these areas, the following provisions shall apply:

Buildings and structures within this zone shall have the lowest floor elevated to or above the base flood elevation plus two foot of freeboard, and must comply with the provisions in Article III, Section 3.1.A.2 and Article IV, Sections 4.2 and 4.3.

6. The **VE or V Zones** on FIRMs accompanying the FIS shall be those areas that are known as Coastal High Hazard areas, extending from offshore to the inland limit of a primary frontal dune along an open coast or other areas subject to high velocity waves. For these areas, the following provisions shall apply [44 CFR 60.3(e)]:

- a. All new construction and substantial improvements in Zones V and VE, including manufactured homes, shall be elevated on pilings or columns so that:

- (1) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level plus twenty-four (24) inches. If the lowest horizontal structural member is parallel to the direction of wave approach or elevated at least two feet above the base flood level if the lowest horizontal structural member is perpendicular to the direction of wave approach; and,
- (2) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equalled or exceeded in any given year (one-percent annual chance).

- b. A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of Article III, Section A.6.a.

- c. The Floodplain Administrator shall obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V and VE. The Floodplain Management Administrator shall maintain a record of all such information.

- d. All new construction shall be located landward of the reach of mean high tide.

- e. All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood-lattice work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this Section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (1) Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
- (2) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum

wind and water loading values to be used in this determination shall each have a one percent chance of being equalled or exceeded in any given year.

- f. The enclosed space below the lowest floor shall be used solely for parking of vehicles, building access, or storage. Such space shall not be partitioned into multiple rooms, temperature-controlled, or used for human habitation. The enclosed space shall be less than 300 square feet.
 - g. The use of fill for structural support of buildings is prohibited. When non-structural fill is proposed in a coastal high hazard area, appropriate engineering analyses shall be conducted to evaluate the impacts of the fill prior to issuance of a permit.
 - h. The man-made alteration of sand dunes, which would increase potential flood damage, is prohibited.
7. The mapped floodplain includes all of the above regions and also the regions designated as having a 0.2 percent annual chance of flooding on any flood map or flood insurance study. In this area no emergency service, medical service, or governmental records storage shall be allowed except by special exception using the variance process.

Section 54.22 - Overlay Concept

The Floodplain Districts described above shall be overlays to the existing underlying districts as shown on the Official Zoning Ordinance Map, and as such, the provisions for the floodplain districts shall serve as a supplement to the underlying district provisions.

If there is any conflict between the provisions or requirements of the Floodplain Districts and those of any underlying district, the more restrictive provisions and/or those pertaining to the floodplain districts shall apply.

In the event any provision concerning a Floodplain District is declared inapplicable as a result of any legislative or administrative actions or judicial decision, the basic underlying provisions shall remain applicable.

Secs. 54-23 – 54.30. - Reserved

ARTICLE IV - DISTRICT PROVISIONS [44 CFR 59.22, 60.2, 60.3]

Section 54.31 – Permit and Application Requirements

A. Permit Requirement

All uses, activities, and development occurring within any floodplain district, including placement of manufactured homes, shall be undertaken only upon the issuance of a permit. Such development shall be undertaken only in strict compliance with the provisions of this Ordinance and with all other applicable codes and ordinances, as amended, such as the Virginia Uniform Statewide Building Code (VA USBC) and the Prince Edward County Subdivision Regulations. Prior to the issuance of any such permit, the Floodplain Administrator shall require all applications to include compliance with all applicable State and Federal laws and shall review all sites to assure they are reasonably safe from flooding. Under no circumstances shall any use, activity, and/or development adversely affect the capacity of the channels or floodways of any watercourse, drainage ditch, or any other drainage facility or system.

B. Site Plans and Permit Applications

All applications for development within any floodplain district and all permits issued for the floodplain shall incorporate the following information:

- 1. The elevation of the Base Flood at the site.

2. For structures to be elevated, the elevation of the lowest floor (including basement) or, in V zones, the lowest horizontal structural member.
3. For structures to be floodproofed (non-residential only), the elevation to which the structure will be floodproofed.
4. Topographic information showing existing and proposed ground elevations.

Section 54.32 - General Standards

The following provisions shall apply to all permits:

- A. New construction and substantial improvements shall be built according to this ordinance and the VA USBC, and anchored to prevent flotation, collapse, or lateral movement of the structure.
- B. Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state anchoring requirements for resisting wind forces.
- C. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- D. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- E. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- F. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- G. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- H. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.

In addition to provisions A – H above, in all special flood hazard areas, the additional provisions shall apply:

- I. Prior to any proposed alteration or relocation of any channels or of any watercourse, stream, etc., within this jurisdiction a permit shall be obtained from the U. S. Corps of Engineers, the Virginia Department of Environmental Quality, and the Virginia Marine Resources Commission (a joint permit application is available from any of these organizations). Furthermore, in riverine areas, notification of the proposal shall be given by the applicant to all affected adjacent jurisdictions, the Department of Conservation and Recreation (Division of Dam Safety and Floodplain Management), other required agencies, and the Federal Emergency Management Agency.
- J. The flood carrying capacity within an altered or relocated portion of any watercourse shall be maintained.

Section 54.33 - Elevation and Construction Standards [44 CFR 60.3]

In all identified flood hazard areas where base flood elevations have been provided in the FIS or generated by a certified professional in accordance with Article III, Section 3.1.A.3 the following provisions shall apply:

A. Residential Construction

New construction or substantial improvement of any residential structure (including manufactured homes) in Zones A1-30, AE, AH, and A with detailed base flood elevations shall have the lowest floor, including basement, elevated to or above the base flood level plus twenty-four (24) inches. See Article III, Section 3.1.A.5 and Article III, Section 3.1.A.6 for requirements in the Coastal A, VE, and V zones.

B. Non-Residential Construction

1. New construction or substantial improvement of any commercial, industrial, or non-residential building (or manufactured home) shall have the lowest floor, including basement, elevated to or above the base flood level plus twenty-four (24) inches. See Article III, Section 3.1.A.5 and Article III, Section 3.1.A.6 for requirements in the Coastal A, VE, and V zones.
2. Non-residential buildings located in all A1-30, AE, and AH zones may be floodproofed in lieu of being elevated provided that all areas of the building components below the elevation corresponding to the BFE plus two feet are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification, including the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the Flood Zone Administrator.

C. Space Below the Lowest Floor

In zones A, AE, AH, AO, and A1-A30, fully enclosed areas, of new construction or substantially improved structures, which are below the regulatory flood protection elevation shall:

1. Not be designed or used for human habitation, but shall be used solely for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment (standard exterior door), or entry to the living area (stairway or elevator).
2. Be constructed entirely of flood resistant materials below the regulatory flood protection elevation;
3. Include measures to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet the following minimum design criteria:
 - a. Provide a minimum of two openings on different sides of each enclosed area subject to flooding.
 - b. The total net area of all openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding.
 - c. If a building has more than one enclosed area, each area must have openings to allow floodwaters to automatically enter and exit.
 - d. The bottom of all required openings shall be no higher than one (1) foot above the adjacent grade.
 - e. Openings may be equipped with screens, louvers, or other opening coverings or devices, provided they permit the automatic flow of floodwaters in both directions.

- f. Foundation enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require openings. Masonry or wood underpinning, regardless of structural status, is considered an enclosure and requires openings as outlined above.

D. Accessory Structures

1. Accessory structures in the SFHA shall comply with the elevation requirements and other requirements of Article IV, Section 4.3.B or, if not elevated or dry floodproofed, shall:
 - a. Not be used for human habitation;
 - b. Be limited to no more than 600 square feet in total floor area;
 - c. Be useable only for parking of vehicles or limited storage;
 - d. Be constructed with flood damage-resistant materials below the base flood elevation;
 - e. Be constructed and placed to offer the minimum resistance to the flow of floodwaters;
 - f. Be anchored to prevent flotation;
 - g. Have electrical service and mechanical equipment elevated to or above the base flood elevation;
 - h. Shall be provided with flood openings which shall meet the following criteria:
 - (1) There shall be a minimum of two flood openings on different sides of each enclosed area; if a building has more than one enclosure below the lowest floor, each such enclosure shall have flood openings on exterior walls.
 - (2) The total net area of all flood openings shall be at least 1 square inch for each square foot of enclosed area (non-engineered flood openings), or the flood openings shall be engineered flood openings that are designed and certified by a licensed professional engineer to automatically allow entry and exit of floodwaters; the certification requirement may be satisfied by an individual certification or an Evaluation Report issued by the ICC Evaluation Service, Inc.
 - (3) The bottom of each flood opening shall be 1 foot or less above the higher of the interior floor or grade, or the exterior grade, immediately below the opening.
 - (4) Any louvers, screens or other covers for the flood openings shall allow the automatic flow of floodwaters into and out of the enclosed area.
 - i. A signed Declaration of Land Restriction (Non-Conversion Agreement) shall be recorded on the property deed.

E. Standards for Manufactured Homes and Recreational Vehicles

1. In zones A, AE, AH, and AO, all manufactured homes placed, or substantially improved, on individual lots or parcels, must meet all the requirements for new construction, including the elevation and anchoring requirements in Article III, Section 3.1.A.6 and Article IV, Sections 4.2 and 4.3.
2. All recreational vehicles placed on sites must either:
 - a. Be on the site for fewer than 180 consecutive days, be fully licensed and ready for highway use (a

recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions); or

- b. Meet all the requirements for manufactured homes in Article IV, Section 4.3.E.1.

Section 54.34 - Standards for Subdivision Proposals

- A. All subdivision proposals shall be consistent with the need to minimize flood damage;
- B. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- C. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and
- D. Base flood elevation data shall be obtained from other sources or developed using detailed methodologies, hydraulic and hydrologic analysis, comparable to those contained in a Flood Insurance Study for subdivision proposals and other proposed development proposals (including manufactured home parks and subdivisions) that exceed fifty lots or five acres, whichever is the lesser.

ARTICLE V – EXISTING STRUCTURES IN FLOODPLAIN AREAS

Any structure or use of a structure or premises must be brought into conformity with these provisions when it is changed, repaired, or improved unless one of the following exceptions is established before the change is made:

- A. The floodplain manager has determined that:
 - 1. Change is not a substantial repair or substantial improvement AND
 - 2. No new square footage is being built in the floodplain that is not complaint AND
 - 3. No new square footage is being built in the floodway AND
 - 4. The change complies with this ordinance and the VA USBC AND
 - 5. The change, when added to all the changes made during a rolling 5-year period does not constitute 50% of the structure's value.
- B. The changes are required to comply with a citation for a health or safety violation.
- C. The structure is a historic structure and the change required would impair the historic nature of the structure.

ARTICLE VI - VARIANCES: FACTORS TO BE CONSIDERED [44 CFR 60.6]

Variances shall be issued only upon (i) a showing of good and sufficient cause, (ii) after the Board of Zoning Appeals has determined that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) after the Board of Zoning Appeals has determined that the granting of such variance will not result in (a) unacceptable or prohibited increases in flood heights, (b) additional threats to public safety, (c) extraordinary public expense; and will not (d) create nuisances, (e) cause fraud or victimization of the public, or (f) conflict with local laws or ordinances.

While the granting of variances generally is limited to a lot size less than one-half acre, deviations from that limitation may occur. However, as the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases. Variances may be issued by the Board of Zoning Appeals for new construction and substantial

improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of this Section.

Variations may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of this Section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

In passing upon applications for variances, the Board of Zoning Appeals shall satisfy all relevant factors and procedures specified in other sections of the zoning ordinance and consider the following additional factors:

- A. The danger to life and property due to increased flood heights or velocities caused by encroachments. No variance shall be granted for any proposed use, development, or activity within any Floodway District that will cause any increase in the one percent (1%) chance flood elevation.
- B. The danger that materials may be swept on to other lands or downstream to the injury of others.
- C. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
- D. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owners.
- E. The importance of the services provided by the proposed facility to the community.
- F. The requirements of the facility for a waterfront location.
- G. The availability of alternative locations not subject to flooding for the proposed use.
- H. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
- I. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
- J. The safety of access by ordinary and emergency vehicles to the property in time of flood.
- K. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site.
- L. The historic nature of a structure. Variances for repair or rehabilitation of historic structures may be granted upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- M. No variance shall be granted for an accessory structure exceeding 600 square feet. (*Note: See Article IV, Section 4.3.D.2.*)
- N. Such other factors which are relevant to the purposes of this Ordinance.

The Board of Zoning Appeals may refer any application and accompanying documentation pertaining to any request for a variance to any engineer or other qualified person or agency for technical assistance in evaluating the proposed project in relation to flood heights and velocities, and the adequacy of the plans for flood protection and other related matters.

Variations shall be issued only after the Board of Zoning Appeals has determined that the granting of such will not result in (a) unacceptable or prohibited increases in flood heights, (b) additional threats to public safety, (c) extraordinary public expense; and will not (d) create nuisances, (e) cause fraud or victimization of the public, or (f) conflict with local laws or ordinances.

Variations shall be issued only after the Board of Zoning Appeals has determined that the variance will be the minimum required to provide relief.

The Board of Zoning Appeals shall notify the applicant for a variance, in writing that the issuance of a variance to construct a structure below the one percent (1%) chance flood elevation (a) increases the risks to life and property and (b) will result in increased premium rates for flood insurance.

A record shall be maintained of the above notification as well as all variance actions, including justification for the issuance of the variances. Any variances that are issued shall be noted in the annual or biennial report submitted to the Federal Insurance Administrator.

ARTICLE VII - GLOSSARY [44 CFR 59.1]

- A. Appurtenant or accessory structure - A non-residential structure which is on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures are not to exceed 600 square feet.
- B. Base flood - The flood having a one percent chance of being equalled or exceeded in any given year.
- C. Base flood elevation - The water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. The water surface elevation of the base flood in relation to the datum specified on the community's Flood Insurance Rate Map. For the purposes of this ordinance, the base flood is the 1% annual chance flood.
- D. Basement - Any area of the building having its floor sub-grade (below ground level) on all sides.
- E. Board of Zoning Appeals - The board appointed to review appeals made by individuals with regard to decisions of the Zoning Administrator in the interpretation of this ordinance.
- F. Coastal A Zone - Flood hazard areas that have been delineated as subject to wave heights between 1.5 feet and 3 feet.
- G. Development - Any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, temporary structures, mining, dredging, filling, grading, paving, excavation, drilling or other land-disturbing activities or permanent or temporary storage of equipment or materials.
- H. Elevated building - A non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, or columns (posts and piers).
- I. Encroachment - The advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.
- J. Existing construction - For the purposes of the insurance program, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975 for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures" and "pre-FIRM."
- K. Flood or flooding -
 - 1. A general or temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters; or,
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.

- c. Mudflows which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
 - 2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph 1 (a) of this definition.
- L. Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Emergency Management Agency has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).
- M. Flood Insurance Study (FIS) - a report by FEMA that examines, evaluates and determines flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards.
- N. Floodplain or flood-prone area - Any land area susceptible to being inundated by water from any source.
- O. Floodproofing - any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.
- P. Floodway - The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot at any point within the community.
- Q. Freeboard - A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed.
- R. Functionally dependent use - A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.
- S. Highest adjacent grade - the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- T. Historic structure - Any structure that is:
- 1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - 2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - 3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
 - 4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or,
 - b. Directly by the Secretary of the Interior in states without approved programs.

- U. Hydrologic and Hydraulic Engineering Analysis - Analyses performed by a licensed professional engineer, in accordance with standard engineering practices that are accepted by the Virginia Department of Conservation and Recreation and FEMA, used to determine the base flood, other frequency floods, flood elevations, floodway information and boundaries, and flood profiles.
- V. Letters of Map Change (LOMC) - A Letter of Map Change is an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
 - Letter of Map Amendment (LOMA) - An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a land as defined by meets and bounds or structure is not located in a special flood hazard area.
 - Letter of Map Revision (LOMR) - A revision based on technical data that may show changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. A Letter of Map Revision Based on Fill (LOMR-F), is a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
 - Conditional Letter of Map Revision (CLOMR) - A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study.
- W. Lowest adjacent grade - the lowest natural elevation of the ground surface next to the walls of a structure.
- X. Lowest floor - The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.
- Y. Manufactured home - A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.
- Z. Manufactured home park or subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- AA. Mean Sea Level – for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988 to which base flood elevations shown on a community's FIRM are referenced.
- BB. New construction - For the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after September 1, 1978, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- CC. Post-FIRM structures - A structure for which construction or substantial improvement occurred on or after September 1, 1978.

- DD. Pre-FIRM structures - A structure for which construction or substantial improvement occurred before September 1, 1978.
- EE. Primary frontal dune - a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms.
- FF. Recreational vehicle - A vehicle which is:
1. Built on a single chassis;
 2. 400 square feet or less when measured at the largest horizontal projection;
 3. Designed to be self-propelled or permanently towable by a light duty truck; and,
 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.
- GG. Repetitive Loss Structure - A building covered by a contract for flood insurance that has incurred flood-related damages on two occasions in a 10-year period, in which the cost of the repair, on the average, equalled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.
- HH. Severe repetitive loss structure - a structure that: (a) Is covered under a contract for flood insurance made available under the NFIP; and (b) Has incurred flood related damage - (i) For which 4 or more separate claims payments have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or (ii) For which at least 2 separate claims payments have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.
- II. Shallow flooding area - A special flood hazard area with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- JJ. Special flood hazard area - The land in the floodplain subject to a one (1%) percent or greater chance of being flooded in any given year as determined in Article 3, Section 3.1 of this ordinance.
- KK. Start of construction - For other than new construction and substantial improvement, under the Coastal Barriers Resource Act (P.L. – 97-348), means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of the construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- LL. Structure - for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.
- MM. Substantial damage - Damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. It also means flood-related damages sustained by a structure on two occasions in a 10-year period, in which the cost of the repair, on the average, equals or exceeds 25 percent of the market value

of the structure at the time of each such flood event.

NN. Substantial improvement - Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
2. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
3. Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

OO. Violation - the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

PP. Watercourse - A lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

ARTICLE VIII – ENACTMENT

Enacted and ordained this 14th day of March, 2023. This ordinance, number _____ of Prince Edward County, Virginia, shall become effective upon passage.

Signature

Title

Attested

In Re: Public Hearing – Special Use Permit, Blackwood Capital, LLC

Chairman Gilliam announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a Special Use Permit request by Blackwood Capital, LLC, to construct and operate a

convenience store and fuel station on a parcel of land denoted as Tax Map Parcel 051-A-33, located on the west side of Farmville Road (State Route 15), at its intersection with Commerce Road (State Route 628). Notice of this hearing was advertised according to law in the Wednesday, March 1, 2023, and Wednesday, March 8, 2023 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Love stated the County has received an application request by Blackwood Capital, LLC for a Special Use permit to construct and operate a convenience store & fuel station on a parcel of land denoted as Tax Map Parcel 051-A-33, located on the west side of Farmville Road (State Route 15), at its intersection with Commerce Road (State Route 628). This parcel is in the Commercial zoning district and requires a Special Use Permit to locate and operate a fuel station.

This development site is within the Highway Corridor Overlay District with specific design standards requiring the provision of shared entrances with an inter-parcel connection, upgraded architectural details visible from the public right-of-way, landscaped parking islands, full cutoff fixture site lighting, and monument signage not exceeding 30 square feet on each face. The conceptual site plan was reviewed and discussed with the Joint Town of Farmville/Prince Edward County Development Review Committee on January 26, 2023 which included representatives from Virginia Department of Transportation, Virginia Department of Health, County and Town of Farmville Staff as well as local utility providers.

The Planning Commission held a public hearing on February 21 2023; no one spoke in opposition of the application and the County has received no correspondence opposing the request. The Planning Commission recommended approval with conditions, forwarding the request to the Board of Supervisors for Public Hearing. Mr. Love reviewed the list of updated Potential Conditions as recommended by the Planning Commission.

County staff is of the opinion the use is generally compatible with the zoning district and will have minimal impacts on surrounding properties as far as traffic and noise.

Chairman Gilliam opened the public hearing.

Mike Varga, Wawa Real Estate Engineer for the MidAtlantic Region, stated one of the reasons this area was selected was because of the community, and it was great to see the students being honored; he said they look forward to being a partner with Prince Edward County. He said there will be 40-50 jobs created, not including those associated with the construction. He said the jobs will be both full-time and part-time; this site will offer 24-hour service.

There being no one further wishing to speak, Chairman Gilliam closed the public hearing.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve a Special Use Permit request by Blackwood Capital, LLC, to construct and operate a convenience store and fuel station on a parcel of land denoted as Tax Map Parcel 051-A-33, located on the west side of Farmville Road (State Route 15), at its intersection with Commerce Road (State Route 628), with the following conditions; the motion carried:

Aye:	Pattie Cooper-Jones	Nay: None
	J. David Emert	
	Llew W. Gilliam, Jr.	
	Victor “Bill” Jenkins	
	E. Harrison Jones	
	Odessa H. Pride	
	Jerry R. Townsend	
	Cannon Watson	

**Special Use Permit – Blackwood Capital, LLC
Tax Parcel Map #: 051-A-33
POTENTIAL CONDITIONS**

SITE PLAN

1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 01/18/2023 are hereby made part of these development conditions.
2. Final site plan approval for the convenience store and fuel station shall be submitted to the Prince Edward County Community Development Department for final review and approval pursuant to Appendix B of the Prince Edward County Code (Zoning Ordinance).
3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
4. All buildings within the property shall be developed pursuant to Section 2-1300, Highway Corridor Overlay District, as a cohesive entity ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Director of Planning and Community Development. Any vegetation found to be of poor condition shall be replaced and/or improved at the reasonable direction of the Director of Planning and Community Development or his designee.

ENVIRONMENTAL

6. All pollution control measures, erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.

7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the appropriate local, state, or federal agency including but not limited to Virginia Department of Health, Virginia Departments of Environmental Quality, Environmental Protection Agency, etc.
8. Any development activities of a structural or land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statutes and regulations.

TRANSPORTATION

9. All entrance permits must be authorized by the Virginia Department of Transportation.
10. All internal roads used for public access shall be of compacted earth or have a minimum of a four (4) inch stone base and shall be paved with concrete, asphalt, or durable pervious paving material.
11. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.
12. Applicant to provide and construct infrastructure including conduits and adequate spacing to make the Application Property “EV Charging Ready”.

GENERAL

13. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
14. Outdoor storage of trash containers shall be appropriately screened in materials matching the building façade.
15. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
16. This Permit is non-transferable, except and unless written notice from the Permittee regarding the transfer, and a signed document from the proposed new Permittee is received by the Planning and Community Development Office which states that the new Permittee agrees to comply with all terms and Conditions imposed with the original Permit Issuance. If the proposed new Permittee desires to amend the original Permit Conditions, amendments must be addressed by the Prince Edward County Planning Commission and Board of Supervisors through the Special Use Permit process.
17. Failure of Permittee to full conform to all terms and conditions may result in revocation of this Special Use Permit if said failure or failures are not corrected or addressed to the satisfaction, not to be unreasonably withheld, of the County within thirty (30) days of written notice from the County.

In Re: Public Hearing – Consideration of a Siting Agreement by IPS Development Virginia, LLC

Chairman Gilliam announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering, pursuant to §15.2-2316.8(B) of the *Code of Virginia*, a siting agreement by IPS Development Virginia, LLC, to construct and operate a 5MWac solar energy facility on Tax Map Parcel 043-A-36,

containing a total of 33.6 +/- acres, which is zoned A-1, Agricultural Conservation, on Llama Road, Pamplin, Virginia. Notice of this hearing was advertised according to law in the Wednesday, March 1, 2023, and Wednesday, March 8, 2023 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

Mr. Love stated the County has been in negotiations with IPS Development Virginia, LLC, dba Prince Edward Solar 1 LLC for a siting agreement related to construction and operation of a 5MWac solar energy facility on Tax Map Parcel 043-A-36, containing a total of 33.6 +/-acres, which is zoned A-1, Agricultural Conservation, on Llama Road, Pamplin, VA.

This site was previously approved for a Special Use Permit at the May 10, 2022 regular meeting but still requires a siting agreement be approved in order to move forward to construction.

Pursuant to §15.2-2316.8(B) of the *Code of Virginia*, the host locality shall schedule a public hearing, pursuant to Subsection A of § 15.2-2204, for the purpose of consideration of such siting agreement. If a majority of a quorum of the members of the governing body present at such public hearing approve of such siting agreement, the siting agreement shall be executed by the signatures of (i) the chief executive officer of the host locality and (ii) the applicant or the applicant's authorized agent. The siting agreement shall continue in effect until it is amended, revoked, or suspended.

The siting agreement includes a one-time upfront voluntary payment of \$50,000 (\$10,000 per MWac) plus an annual payment of \$1,400 per MWac.

Supervisor Jones questioned the life expectancy of this solar site. A representative from Prince Edward Solar 1, LLC, stated the current agreement will be in force for 25 years, with the option of two (2) renewals of five (5) years each, with a maximum life expectation of 35 years.

Chairman Gilliam opened the public hearing.

Larry Dorris asked once the solar generation terminates, who is responsible for removal. Mr. Love stated a decommissioning plan is in place; he said this agreement is for the financial part of the project.

Supervisor Emert asked if the project is paid for prior to construction; Mr. Love said it is.

Regina Schwab asked how the power is interfaced with the existing power company, and asked which power company. The representative said the power goes into the distribution center and then transmits to subscribers in the Dominion network.

There being no one further wishing to speak, Chairman Gilliam closed the public hearing.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the siting agreement by Prince Edward Solar 1 LLC for a proposed 5MWac solar energy facility on Tax Map Parcel 043-A-36, containing a total of 33.6 +/- acres, which is zoned A-1, Agricultural Conservation, on Llama Road, Pamplin, Virginia; the motion carried:

Aye:	Pattie Cooper-Jones	Nay:	None
	J. David Emert		
	Llew W. Gilliam, Jr.		
	Victor "Bill" Jenkins		
	E. Harrison Jones		
	Odessa H. Pride		
	Jerry R. Townsend		
	Cannon Watson		

SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (the "Agreement"), dated as of _____, 2023 (the "Effective Date"), is made by and between Prince Edward County, Virginia, a political subdivision of the Commonwealth of Virginia (the "County"), and Prince Edward Solar 1 LLC, a Minnesota limited liability company (the "Applicant"). The County and the Applicant are referred to herein each as a "Party" and collectively, the "Parties".

RECITALS

WHEREAS, the Applicant intends to build, operate, and decommission a commercial solar photovoltaic (electric energy) generation facility and associated electric grid interconnection facilities (**collectively, the "Project"**) on certain real property in the County identified as Tax Map Parcel Number 043-A-36 (the "Property");

WHEREAS, the Project will be five (5) megawatts or less and therefore is not subject to (i) the requirements of Virginia Code § 15.2-2316.7 including, without limitation, the obligation of the Applicant to meet, discuss and negotiate a siting agreement with the County, or (ii) the revenue share ordinance adopted by the County pursuant to Virginia Code § 58.1-2636;

WHEREAS, notwithstanding the foregoing, the County issued a Conditional Use Permit (2022-05-01) for the Project dated May 10, 2022 (the "CUP"), which CUP requires, among other things, that the Project be developed, constructed, operated and decommissioned in compliance with a solar facility siting agreement between the Applicant and the County;

WHEREAS, in furtherance of the satisfaction of the conditions set forth in the CUP, the Parties desire to enter into this Agreement to provide certain financial compensation to the County as authorized by Virginia Code § 15.2-2288.8(B) and pursuant to the terms and conditions hereof;

WHEREAS, the Applicant has agreed to the payments and financial terms contained herein; and

WHEREAS, pursuant to the requirement of Virginia Code § 15.2-2316.8(B), the County 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 Prince Edward County Board of Supervisors approved this Agreement.

AGREEMENT

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

Article I

Conditions

1. CUP Conditions. The Applicant acknowledges and agrees that it is bound by all the terms and conditions contained in the CUP. The CUP is attached hereto as Exhibit B and is hereby incorporated herein. 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 requirements of the County shall constitute an event of default under Section 13 of this Agreement.

Article II

Payments

1. Purpose. The Parties acknowledge that the payments required hereunder shall be made to the County for use in funding substantial public improvements, the need for which is not generated solely by the granting of the CUP, and that such payments are reasonably related to the Project; in recognition thereof, the Applicant agrees to make the payments set forth on Exhibit A (in accordance with paragraph 2 of this Article), as permitted under Virginia Code § 15.2-2288.8(B).

2. Payment Structure. The Applicant shall make payments to the County, as follows:

a. A one-time payment to the County in the amount of \$50,000.00, payable within six (6) months of the Commercial Operation Date (as defined below) (the "Initial Payment").

b. Annual payments as set forth in Exhibit A attached hereto and incorporated herein (each, an "Annual Payment", and collectively, the "Annual Payments", and together with the Initial Payment, the "Payments"). **The Annual Payments shall begin no later than six (6) months** following the Commercial Operation Date on a prorated basis for that year.¹ As used herein, "Commercial Operation Date" means the date on which the Project commences "Commercial Operation," which means the point at which the Project becomes fully operational and can begin selling power under the terms of a power purchase or offtake agreement. Generation of test energy shall not be deemed Commercial Operation. The Annual Payments shall be due and payable on or before December 1st of each year following the Commercial Operation Date until the completion of the decommissioning of the Project by the Applicant (the "Termination Date"), as evidenced by written notice to the County from the Applicant that decommissioning of the Project is complete. The Parties acknowledge that, except as otherwise provided herein, the Applicant's obligation to make the Annual Payments shall be conditioned upon the Project commencing Commercial Operation. Each Annual Payment shall be made to the County in one lump sum payment made annually during the term of this Agreement.

¹ If the Commercial Operation Date is June 1 or later, that first year's prorated payment shall be due and payable on or before December 1 of that first year.

- 3. Structure of the Payments; Statement of Benefit.** The Applicant agrees that, by entering into this Agreement, it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge and agree that this Agreement is fair and mutually beneficial to them both and that this Agreement provides for a clear and predictable stream of future payments to the County in amounts fair to both Parties.

Article III

Miscellaneous Terms

- 1. Term; Termination; Automatic Renewal.** This Agreement shall commence on the Effective Date and shall continue until the **Termination Date**. **The Applicant shall have no obligation to make any Payments after the Project is decommissioned. The Annual** Payment due for the year in which the Project is decommissioned shall be prorated as of the Termination Date. Written notice of termination shall be given by Applicant (a "Notice of Termination"), and such Notice of Termination shall provide an anticipated termination date that is at least three (3) months from the date the Notice of Termination is given. 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. Notwithstanding anything contained herein to the contrary, the Applicant may, in its sole discretion, terminate this Agreement at any time prior to Commercial Operation by delivery of written notice thereof to the County.
- 2. Mutual Covenants.** The Applicant covenants to the County that it will pay the County 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. The County 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 or construct 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 any Payments under this Agreement. It is understood that development of the Project by the Applicant is contingent upon several factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and market demand for the Project's energy. No election by the Applicant to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default of the Applicant under this Agreement.
- 4. Successors and Assigns.** This Agreement shall be binding upon the successors or assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property. If Applicant sells, transfers, leases, or assigns all or substantially all of its interests in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser or transferee. 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 County to memorialize the assignment and assumption by the purchaser or transferee.
- 5. Execution of Agreement Deems Project "Substantially In Accord" with County's Comprehensive**

Plan. Pursuant to Virginia Code § 15.2- 2316.9(C), execution of this Agreement deems the Project to be substantially in accord with the County’s Comprehensive Plan in satisfaction of the requirements of Virginia Code § 15.2-2232.

6. Memorandum of Agreement. A memorandum of this Agreement, in a form substantially similar to that attached as **Exhibit C** hereto (the “Memorandum”), shall be recorded in the land records of the Clerk’s Office of the Circuit Court of the County (the “Clerk’s Office”). Such recordation shall be at the Applicant’s sole cost and expense and shall occur as soon as reasonably practicable after the Effective Date. Upon the termination of this Agreement, the Parties shall execute and record a release of the Memorandum in the Clerk’s Office.

7. 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:

If to the County:

Prince Edward County, Virginia
111 South Street, Third Floor
PO Box 382
Farmville, Virginia 23901
Attn: Douglas P. Stanley, County Administrator

If to the Applicant:

Prince Edward Solar 1 LLC
Attn: James Wrathall
2530 Riva Rd Suite 200
Annapolis, MD 21401

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

8. 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.

9. Confidentiality. This Agreement, once placed on the docket for consideration by the Prince Edward County Board of Supervisors, is a public document, subject to production under the Virginia Freedom of

Information Act (“FOIA”). The County understands and acknowledges that the Applicant, and as applicable, its 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 such 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 County. The County acknowledges that during the development and negotiation of this Agreement, certain Confidential Information may be, or may have been, shared with the County by the Applicant. The Applicant agrees to clearly identify any information it deems to be Confidential Information and not subject to mandatory disclosure under FOIA or other applicable law as Confidential Information at the time it provides such information to the County. The County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent, or contractor of the County will (i) knowingly or intentionally disclose or otherwise divulge any such Confidential Information to any person, firm, governmental body or agency, or any other entity unless a request for such Confidential Information is made and granted under an applicable provision of local, state or federal law. Upon receipt of such a request but before transmitting any documents or information which may contain Confidential Information to the requestor, the County shall 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, the Applicant may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

10. Insurance. Upon commencement of construction of the Project and throughout Commercial Operation, the Applicant will obtain and maintain in force the following policies of insurance covering the Project facilities and the Applicant’s activities on the Property: comprehensive general liability insurance with minimum coverage of at least \$500,000 for property damage, \$1,000,000 for bodily injury or death to any one person, and a minimum combined occurrence and annual coverage of \$2,000,000.

11. Modification. This Agreement may be modified only in writing duly executed by the Parties hereto.

12. Assignment. This Agreement may be assigned by the Applicant to any party without the prior consent of the County, so long as such assignment is expressly made subject to all terms and conditions of this Agreement, and provided that such assignment shall not be effective against the County until such time as the Applicant delivers written notice of such assignment.

13. Default.

A. In the event of a default under this Agreement, the non-defaulting Party shall give written notice to the defaulting Party, describing the alleged default in reasonably sufficient detail. If a Party has not cured, as described by this Agreement, its default within thirty (30) days after receiving written notice of the default from the non-defaulting Party, or if the default cannot be cured within thirty (30) days thereof and the defaulting Party has not begun and pursued with diligence to cure said default within such thirty (30) day period, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

B. This Agreement may be terminated by the County in the event of a material breach of this Agreement that has not been cured within sixty (60) days after written notice thereof. If a cure is initiated within such period, the Agreement shall not terminate. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement relating to the Payments, (2) the permits and approvals under which the Project will be operated or built, which failure results in a loss of such permits and approvals such that the Project is prohibited from

operating, or (3) applicable federal or state laws, approvals, or regulations. A material breach shall also include the insolvency of the Applicant or its assignee, such insolvency to be established by the filing of a voluntary petition in bankruptcy that is not dismissed within one hundred eighty (180) days of its filing. A material breach shall also include a violation of the Special Use Permit issued to the Applicant, attached hereto as Exhibit B. Provided, however, the Applicant complying or taking action consistent with any governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated within sixty (60) days of the Applicant receiving the warning letter, notice of violation, or action plan. In the event the Applicant receives notice of a material breach that state or federal authorities determine threatens the safety of the public or threatens to cause material environmental damage and fails to resolve such material breach as soon as is reasonably practicable, the County shall be entitled to terminate this Agreement. If a dispute exists as to whether an amount is owed or a breach of this Agreement has occurred, either Party may seek a declaratory judgment or other appropriate action in the Prince Edward County Circuit Court. If the dispute involves an amount owed to the County, the Applicant shall submit said disputed amount to the Clerk's Office to be held pending resolution of the dispute. The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Prince Edward County Circuit Court on the declaratory judgment or other action filed.

C. If either the County or the Applicant files a lawsuit, counterclaim, or crossclaim to enforce any provision of this Agreement or to seek a declaratory judgment, the prevailing Party is entitled to all reasonable attorneys' fees, litigation expenses, and court costs.

14. 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 County 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.

15. Entire Agreement. This Agreement and any exhibits or other attachments 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.

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

17. 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;

(iv) tempest, earthquake, or any other natural disaster of overwhelming proportions and the disruption of operations resulting therefrom;

(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 after the start of a Force Majeure Event, and within a reasonable time after the end 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 contractors 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 a single Force Majeure Event occur for a continuous period of more than one hundred eighty (180) days, then the Parties shall endeavor to agree on any modifications to this Agreement (including without limitation, determination of new revenue sharing payments) that are equitable, having due regard to the nature of the ability of Applicant to continue to meet its financial obligations to the County.

G. For the avoidance of doubt, a Force Majeure Event shall not include (a) financial distress or the inability of either Party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder, except such occurrences (a)-(c) that arise from a Force Majeure Event.

18. 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.

19. 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 one and the same instrument. A signed copy of this Agreement delivered by 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 authorized representatives whose names and titles appear below as of the Effective Date.

Prince Edward Solar 1 LLC, a Minnesota limited liability company

By: _____

Name: _____

Title: _____

Date: _____

PRINCE EDWARD COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

By: _____
County Attorney

EXHIBIT A

SCHEDULE OF PAYMENTS

The following schedule of payments assumes an estimated Project nameplate capacity of 5 MWac, and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate.

Initial Payment: \$50,000.00 due within six (6) months of the Commercial Operation Date.

Annual Payments:

Year of Commercial Operation ²	Annual Payment
1	\$7,000.00
2	\$7,000.00
3	\$7,000.00
4	\$7,700.00
5	\$7,700.00
6	\$7,700.00
7	\$7,700.00
8	\$7,700.00
9	\$8,470.00
10	\$8,470.00
11	\$8,470.00
12	\$8,470.00
13	\$8,470.00
14	\$9,317.00
15	\$9,317.00
16	\$9,317.00
17	\$9,317.00
18	\$9,317.00
19	\$10,248.70
20	\$10,248.70
21	\$10,248.70
22	\$10,248.70
23	\$10,248.70
24	\$11,273.55
25	\$11,273.55
26	\$11,273.55
27	\$11,273.55
28	\$11,273.55
29	\$12,400.90
30	\$12,400.90
31	\$12,400.90
32	\$12,400.90
33	\$12,400.90
34	\$13,641.00
35	\$13,641.00
36	\$13,641.00

² Annual Payment for Commercial Operation year 1 is to be prorated, as applicable, in accordance with Section 2(b) of this Agreement.

37	\$13,641.00
38	\$13,641.00
39	\$15,005.10
40	\$15,005.10

Annual Payment for any automatic renewal pursuant to Section 1 of this Agreement: \$15,005.10, escalating at a rate of ten percent (10%) upon the expiration of the forty-third (43rd) year of Commercial Operation, and every five (5) years thereafter.

EXHIBIT B

CONDITIONAL USE PERMIT

EXHIBIT C

FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Prince Edward Tax Map ID No. 043-A-36

[NOTE TO CLERK: PRINCE EDWARD COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, IS A PARTY TO THIS INSTRUMENT WHICH, ACCORDINGLY, IS EXEMPT FROM RECORDATION TAX PURSUANT TO VA. CODE SEC. 58.1-811.A.3.]

MEMORANDUM OF SOLAR FACILITY SITING AGREEMENT

This Memorandum of Solar Facility Siting Agreement (this “Memorandum”), dated and effective as of _____, 20____, is made by and between **Prince Edward County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Prince Edward Solar 1 LLC**, a Minnesota limited liability company (the “Applicant”), regarding the following:

1. **Siting Agreement**. The County and the Applicant are parties to that Solar Facility Siting Agreement, dated _____, 2023 (the “Siting Agreement”), which describes the intent of the Applicant to develop, install, build, and operate a commercial solar photovoltaic (electric energy) generation facility and associated electric grid interconnection facilities (“Project”) on that certain parcel of land identified as Prince Edward County Tax Map ID No. 043-A-36 (the “Property”).
2. **Authorization**. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Board of Supervisors of Prince Edward County on _____, 2023.
3. **Substantially in Accord**. The Siting Agreement states, *inter alia*, that, pursuant to Virginia Code Ann. § 15.2-2316.9(C), by entering into the Siting Agreement, the County acknowledged that the Project is deemed to be substantially in accord with the Prince Edward County Comprehensive Plan under Virginia Code Ann. § 15.2-2232.
4. **Obligations**. The Siting Agreement sets forth, *inter alia*, certain obligations of the Applicant to comply with the Conditional Use Permit approved by the County for the Project, and to make certain payments to the County.

5. Siting Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Siting Agreement, and the County and the Applicant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County's and the Applicant's rights thereunder. The terms, conditions and covenants of the Siting Agreement are incorporated in this Memorandum by reference as though fully set forth herein.
6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

WITNESS the following signature and seal:

PRINCE EDWARD COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 2023, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Prince Edward County, Virginia, on behalf of said political subdivision of the Commonwealth of Virginia.

Notary Public

My Commission Expires: _____

Notary Registration No. _____

WITNESS the following signature and seal:

Prince Edward Solar 1 LLC,
a Minnesota limited liability company

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____, to wit:

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 2023, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Prince Edward Solar 1 LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

My Commission Expires: _____

Notary Registration No. _____

In Re: Proclamation – Child Abuse Prevention Month

Mr. Stanley stated that at its February meeting, Professor Ian Danielsen and students from his Longwood University Social Work class asked the Board to consider adopting a proclamation to designate April 2023 as Child Abuse Prevention Month in Prince Edward County.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to adopt the Proclamation Recognizing April 2023 as Child Abuse Prevention Month; the motion carried:

Aye:	Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Victor “Bill” Jenkins E. Harrison Jones Odessa H. Pride Jerry R. Townsend Cannon Watson	Nay: None
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**CHILD ABUSE PREVENTION MONTH
April 2023 Proclamation**

WHEREAS, nationally, over three million children annually are subject to abuse and neglect allegations with Child Protective Services; and

WHEREAS, in Fiscal Year 2022, Prince Edward County's Child Protective Services' 24-hour hotline received approximately 280 referrals for protective services, but also many from people seeking help, guidance, and referrals to parenting programs and supportive services; and also in Fiscal Year 2022 over 225 children in Prince Edward County were involved with Child Protective Services; and

WHEREAS, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and

WHEREAS, the Prince Edward County Department of Social Services, other community human services agencies, the Prince Edward County Public Schools, and community partners work together to offer programs and services to strengthen resilience and support families and protect children from abuse and neglect; and

WHEREAS, the pandemic has increased stressors on families, thereby increasing risk factors for child maltreatment; and

WHEREAS, all Prince Edward County residents, community agencies, faith groups, and businesses are encouraged to renew their commitment to preventing child abuse, supporting families, and promoting the safety, family resilience, and child well-being;

NOW THEREFORE, BE IT RESOLVED, that the Prince Edward County Board of Supervisors, on behalf of all residents of Prince Edward County, does hereby proclaim the month of April 2023 as Child Abuse Prevention Month in Prince Edward County and urges all residents to wear blue on April 1st - Virginia's Wear Blue Day, plant a pinwheel garden to show support, and find ways to support families and help all children in our community be safe.

Kevin Meadows, Department of Social Services, said pinwheel gardens will be placed around the community and explained that in 2008, the pinwheel became the symbol of Child Abuse Prevention. He praised his staff for all that they do to investigate claims of abuse.

Ian Danielsen, Assistant Professor, Social Work at Longwood University, thanked the Board for its support and stated the students will be participating in service activities; he said they hope to train 50 people in each location.

In Re: Request from the Town of Pamplin City

Mr. Stanley stated the County received a request for \$50,000 from the Town of Pamplin City to assist with the cost of a parking lot to serve as the western terminus of High Bridge Trail State Park. As the Board is aware, currently, the trail ends at Heights School Road. A land purchase by the Virginia Department of Conservation and Recreation from Norfolk Southern will enable the trail to extend another mile into the Town of Pamplin.

He said that as Mayor Hamlett states in her letter, "The completion of this project (the last mile) is many years in the making and would have a significant positive economic impact on the entire Pamplin area, benefitting citizens in both Prince Edward and Appomattox County."

Mayor Sarah Hamlett Blackwell, Pamplin City, stated she was pleased to announce that at their Town Council meeting they accepted a bid with a total cost of \$79,900, which allowed her to reduce the request to Prince Edward County to \$25,000 instead of \$50,000.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve, dollar for dollar, up to \$25,000, what Appomattox County contributes to the completion of the construction of the western terminus parking lot of High Bridge Trail State Park; the motion carried:

Aye:	Pattie Cooper-Jones	Nay:	None
	J. David Emert		
	Llew W. Gilliam, Jr.		
	Victor "Bill" Jenkins		
	E. Harrison Jones		
	Odessa H. Pride		
	Jerry R. Townsend		
	Cannon Watson		

In Re: Opioid Settlement Resolution

Mr. Stanley presented a resolution for the Board's consideration approving the County's participation in the proposed settlement of opioid-related claims against Teva, Allergan, Walmart, Walgreens, CVS and their related entities and directing the County Attorney to execute the documents necessary to effectuate the County's participation in the settlements.

Supervisor Townsend made a motion, seconded by Supervisor Jones, to approve the resolution which affirms the County's participation in the proposed settlement Teva, Allergan, Walmart, Walgreens, CVS and their related entities and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlements, including the required release of claims against settling entities; the motion carried:

Aye:	Pattie Cooper-Jones	Nay:	None
	J. David Emert		
	Llew W. Gilliam, Jr.		
	Victor "Bill" Jenkins		
	E. Harrison Jones		
	Odessa H. Pride		
	Jerry R. Townsend		
	Cannon Watson		

A RESOLUTION OF THE PRINCE EDWARD COUNTY BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST TEVA, ALLERGAN, WALMART, WALGREENS, CVS, AND THEIR RELATED CORPORATE ENTITIES, AND DIRECTING THE COUNTY

ATTORNEY AND/OR THE COUNTY'S OUTSIDE COUNSEL TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENTS

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Prince Edward, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Prince Edward County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including the County of Prince Edward, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Prince Edward County; and

WHEREAS, settlement proposals have been negotiated that will cause Teva, Allergan, Walmart, Walgreens, and CVS to pay billions of dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that these pending settlements with Teva, Allergan, Walmart, CVS, and Walgreens shall be considered "Settlements" that are subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, and opioid manufacturer Janssen Pharmaceuticals; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlements and has recommended that the County participate in the settlements in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED, that the Prince Edward County Board of Supervisors, this 14th day of March, 2023, approves of the County's participation in the proposed settlement of opioid-related claims against Teva, Allergan, Walmart, Walgreens, CVS, and their related corporate entities, and directs the County Attorney and/or the County's outside counsel to execute the documents necessary to effectuate the County's participation in the settlements, including the required release of claims against settling entities.

In Re: Appointment of Animal Control Officer

Mrs. Cheryl Stimpson stated that per the requirements of § 3.2-6555 of the *Code of Virginia*, the Board must appoint Adam Mumma to the position of Chief Animal Control Officer for the County of Prince Edward, effective April 1, 2023.

Supervisor Watson made a motion, seconded by Supervisor Cooper-Jones, to approve the appointment of Adam Mumma to the position of Animal Control Officer for the County of Prince Edward, effective March 15, 2023, and he will assume the position of Chief Animal Control Officer on April 1, 2023; the motion carried:

Aye: Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr.
Victor "Bill" Jenkins
E. Harrison Jones
Odessa H. Pride
Jerry R. Townsend
Cannon Watson

Nay: None

In Re: Landfill Abatements

Mrs. Stimpson said that as the Board is aware, every year, the County has to write off bad debt from landfill users who do not pay their bills. In 2021, the County wrote off \$33,199 of bad debt, which included a long-standing bill from a vendor that went bankrupt. In 2022, the County wrote off \$1,397.28 in bad debt.

As of March 8, 2023, the County has \$1,765.72 that is 60 days overdue, and \$17,093.57 that is 90 days overdue. Of the \$17,093.57, the County will write off \$5,588.62 as bad debt, effective March 8.

Staff has attempted to collect the bad debt by sending letters to the account holder, placing an ad in The Farmville Herald and posting the top ten uncollected bills on Facebook. None of these have yielded any results on the collection of the bad debt.

After discussion with the Treasurer's office, it was determined that the County may be able to collect the bad debt through a bank lien. However, after providing the Treasurer with information on three of our highest overdue accounts, we cannot collect the bad debt from those individuals because they do not have banking information in the system, or they are in the Treasurer's system under their personal name and not their business name.

In upcoming months, staff will be working with the General District Court on taking the overdue debt to small claims court, which could eliminate some of the liability to the County, and is the next course of action we will undertake to collect the bad debt.

In Re: Appropriations – Landfill Loader Purchase

Mrs. Stimpson stated that at its October 25, 2022 meeting, the Board approved the lease/purchase of the John Deere 755K Crawler Loader for a total cost of \$446,606.00, utilizing VML/VACO to finance the total purchase on a 5-year term for an estimated annual cost of \$100,963, and authorized the County Administrator to sign the contract for the purchase and the documents with VML/VACO. The loader is now in the possession of the landfill and the

funds have been received from VML/VACo Finance. The Board is asked to appropriate the \$446,606.00 to the landfill construction vehicle line. In addition, we request the first payment of \$50,112.11 due on June 1, 2023 be appropriated.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the requested FY23 Budget Supplement and appropriate the funds as outlined below; the motion carried:

Aye: Pattie Cooper-Jones
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor “Bill” Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

Nay: None

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	520	41050	0100	Transfer from General Fund		\$446,606.00
4 (Exp)	520	42400	8206	Construction Vehicles	\$446,606.00	
3 (Rev)	100	40000	0005	Landfill Loader Bond		\$446,606.00
4 (Exp)	100	93000	0520	Transfer to Solid Waste	\$446,606.00	
3 (Rev)	100	41050	0100	General Fund Balance		\$50,112.11
4 (Exp)	100	95000	0116	Landfill Loader – Principal	\$41,166.96	
4 (Exp)	100	95000	0117	Landfill Loader – Interest	\$8,945.15	

In Re: Appropriations – Proceeds of SCOPE Building Sale

Mrs. Stimpson said the SCOPE building sale finalized on February 9, 2023 for \$100,499.79. The Board is requested to appropriate the funds from the sale of the property to the Capital Improvement line for FY23, as follows:

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	18990	0050	Sale of Property		\$100,499.79
4 (Exp)	100	94000	0053	CIP	\$100,499.79	

Supervisor Townsend made a motion, seconded by Supervisor Emert, to approve the requested FY23 Budget Supplement and appropriate the funds as outlined above; the motion carried:

Aye: Pattie Cooper-Jones
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor “Bill” Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

Nay: None

In Re: Appropriations – AFID Grant Disbursement to IDA

Mrs. Stimpson said that at its December 13, 2022 meeting, the Board approved the proposed modified Sandy River Distillery Performance Agreement for the Agriculture & Forestry Industries Development Fund and Master Agreement. The \$25,000.00 AFID Grant funds have been received by Prince Edward County. Section 3a, Disbursement of AFID Grant, states that "within 30 days of its receipt of the AFID Grant proceeds, the Locality will disburse the AFID Grant proceeds to the [IDA] Authority." The Board is asked to appropriate the \$25,000.00 to be disbursed to the Industrial Development Authority according to the agreement, as follows:

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	24040	0150	AFID Grant		\$25,000.00
4 (Exp)	100	93000	0710	Transfer to IDA	\$25,000.00	
3 (Rev)	710	41050	0100	Transfer from GF		\$25,000.00
4 (Exp)	710	81500	5895	AFID – SR Distillery	\$25,000.00	

Supervisor Townsend made a motion, seconded by Supervisor Emert, to approve the requested FY23 Budget Supplement and appropriate the funds as outlined above; the motion carried:

<p>Aye:</p> <p>Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Victor “Bill” Jenkins E. Harrison Jones Odessa H. Pride Jerry R. Townsend Cannon Watson</p>	<p>Nay: None</p>
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In Re: Appropriations – CDA Special Levy

Mrs. Baker said the CDA Special Levy appropriation in the current budget is \$96,604.00. An additional appropriation of \$36,460.24 is being requested to cover the CDA Special Levy payments received, as follows:

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	115	011015	0001	CDA Special Levy		\$26,520.17
3 (Rev)	115	011015	0002	CDA Special Levy Pen/Int		\$9,940.07
4 (Exp)	115	012110	0001	CDA Special Levy Payment	\$36,460.24	

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the requested FY23 Budget Supplement and appropriate the funds as outlined above; the motion carried:

Aye: Pattie Cooper-Jones Nay: None
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor "Bill" Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

In Re: Appropriations – Reformatting/Indexing Grant – Clerk’s Office

Cheryl Stimpson, Finance Director, said the Clerk of the Circuit Court has received a Reformatting and Indexing grant in the amount of \$28,184.00 from the Library of Virginia Circuit Court Records Preservation (CCRP) program. These grant funds will be used to reformat and reindex Deed Books 48-93, from 1754-1916 for local records preservation. The project is being completed by CW Warthen, and was scheduled to begin toward the end of February.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones Nay: None
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor "Bill" Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	24040	0080	Library of VA Records Grant		\$28,184.00
4 (Exp)	100	21100	3161	Records Pres Grant Archival Exp	\$28,184.00	

In Re: Appropriations – Litter Prevention and Recycling Grant

Mrs. Stimpson said Prince Edward County has been awarded a non-competitive grant from the Virginia Department of Environmental Quality for Litter Prevention and Recycling Program activities in the amount of \$11,294.00. This grant is typically used to cover the expenses of recycling televisions and other electronic products through Synergy.

Supervisor Townsend made a motion, seconded by Supervisor Jones, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor “Bill” Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

Nay: None

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	24040	0007	Litter Control		\$11,294.00
4 (Exp)	520	042300	3841	POS – Recycling	\$11,294.00	

In Re: Appropriation from the Town of Farmville – Mary E. Branch Community Center

Mrs. Stimpson said that as the Board may remember, at the July 19, 2022 meeting, the Board of Supervisors approved a request to partner with the Town of Farmville for a proposed facility assessment to evaluate the Mary E. Branch Community Center for building renovation and reuse. On December 29, 2022, the Town of Farmville provided payment toward the Mary E. Branch Community Center in the amount of \$11,303.00 to cover their portion of that assessment.

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor “Bill” Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

Nay: None

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	018990	0099	Miscellaneous Revenue		\$11,303.00
4 (Exp)	100	094000	5641	Mary E. Branch Comm Center	\$11,303.00	

In Re: Town Election Appropriation

Mrs. Stimpson said the Office of Voter Registration and Elections for Prince Edward County submitted an invoice to the Town of Farmville for expenses incurred by the Registrar for the Town’s portion of the November 2022 elections. The Town has sent an ACH to cover those costs.

Supervisor Jones made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr.
Victor “Bill” Jenkins
E. Harrison Jones
Odessa H. Pride
Jerry R. Townsend
Cannon Watson

Nay: None

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	019020	0021	Town Election Recovered Costs		\$5,532.54
4 (Exp)	100	013100	3160	Elect Brd & Off – Prof Svcs	\$1,651.15	
4 (Exp)	100	013100	3161	Elect Brd & Off – Election Off	\$2,008.32	
4 (Exp)	100	013100	3500	Elect Brd & Off – Printing	\$936.00	
4 (Exp)	100	013100	6001	Elect Brd & Off – Office Supp	\$50.00	
4 (Exp)	100	013200	3600	Registrar – Advertising	\$73.00	
4 (Exp)	100	013200	5210	Registrar – Postal Services	\$372.45	
4 (Exp)	100	913299	6001	Registrar – Office Supplies	\$441.62	

In Re: Insurance Recoveries – Sheriff’s Department

Mrs. Stimpson said the Sheriff’s Department received payments from VACORP Claims totaling \$4,534.70. The Board is asked to appropriate the \$4,534.70 to the Sheriff’s Department vehicle repair line item to cover repair costs.

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr.
Victor “Bill” Jenkins
E. Harrison Jones
Odessa H. Pride
Jerry R. Townsend
Cannon Watson

Nay: None

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	019020	0006	Insurance Recoveries		\$4,534.70
4 (Exp)	100	031200	3311	Motor Vehicle Repair	\$4,534.70	

In Re: School Appropriations (Special Education Federal Grant)

Mrs. Stimpson said the Board of Supervisors has received a request from the Prince Edward County School Board to appropriate the federal and state funds described below for a total of \$169,141.28 for the 2022-2023 school year. There is no local match required for this appropriation.

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	250	033020	0009	Special Education Fed Grant		\$24,758.00
3 (Rev)	250	024020	0122	Fed Pandemic Rel Emp Bonus		\$120,383.28
3 (Rev)	250	024020	0107	Sch Imp Teacher Ledr Ptrshp		\$24,000.00
4 (Exp)	250	061000	0001	Instruction	\$169,141.28	

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

<p>Aye:</p> <p>Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Victor “Bill” Jenkins E. Harrison Jones Odessa H. Pride Jerry R. Townsend Cannon Watson</p>	<p>Nay: None</p>
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In Re: School Appropriations (National Board Certification)

Mrs. Stimpson said the Board of Supervisors has received a request from the Prince Edward County School Board to appropriate the federal and state funds described below for a total of \$2,500.00 for the 2022-2023 school year. There is no local match required for this appropriation.

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	250	024020	0113	National Board Certification		\$2,500.00
4 (Exp)	250	061000	0001	Instruction	\$2,500.00	

Supervisor Townsend made a motion, seconded by Supervisor Emert, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor “Bill” Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

Nay: None

In Re: School CARES Appropriations

Mrs. Stimpson said the Board of Supervisors has received a request from the Prince Edward County School Board to appropriate the federal and state funds described below for a total of \$375,000.00 for the 2022-2023 school year. There is no local match required for this appropriation.

FY23 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	250	033020	0101	School CARES Funds		\$375,000.00
4 (Exp)	250	061000	0001	Instruction	\$375,000.00	

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the FY23 Budget Supplement and appropriate the same funds; the motion carried:

Aye: Pattie Cooper-Jones
 J. David Emert
 Llew W. Gilliam, Jr.
 Victor “Bill” Jenkins
 E. Harrison Jones
 Odessa H. Pride
 Jerry R. Townsend
 Cannon Watson

Nay: None

In Re: County Attorney Update

Mrs. Terri Atkins Wilson, County Attorney, stated that the real estate closure on the SCOPE building is complete. She said that earlier in the day, she received two easement agreements with Lowe’s, which are signed and the project at the Industrial Park can move forward with the development of the lot.

In Re: County Administrator Update

Mr. Stanley presented his report:

- **Animal Control** – Chief Deputy Animal Control Officer Chris Riviere has tendered his resignation. He will be taking a position with Powhatan County Sheriff’s Office. After an internal solicitation, we have interviewed and offered the position to former Chief Deputy Animal Control Officer Adam Mumma. Adam has been working for the last year in the Buildings and Grounds Department after leaving Prince Edward to work for the Richmond Animal League. Adam has been doing a great job with Buildings and Grounds. He has accepted the position and will start work as Chief Animal Control Officer on April 1.
- **Prince Edward County Elementary School** – Moseley Architects met with the PTO on March 13th and will have a community meeting on March 16th to solicit input on the renovation project. The community meeting will be held in the Elementary School cafeteria from 6:00 pm to 7:30 pm.
- **Prince Edward County Landfill** – I met with LaBella Engineering two weeks ago to discuss planning for the next cell. Given the fact that we were able to increase compaction at the landfill, it should buy us some additional time but we need to be planning for opening of the next cell (Cell F) in the next couple years.
- **District 7 Polling Precinct** – We have received our Certificate of No Objection from the Office of the Attorney General for relocation of the District 7 polling precinct. This makes the move from the Farmville Fire Department to the Farmville Train Station effective immediately.
- **State Budget** – Two weeks ago the House and Senate passed a “skinny budget,” that is meant as a temporary budget, to hold them over while budget negotiations continue. This “skinny budget” only funds the urgent items that need to be addressed now. The plan is for the legislature to adjourn and then come back for a special session once there is agreement on a budget. The House and Senate were still very far apart and could not come to an agreement on how much of Governor Youngkin’s opposed tax cuts to include. At this point it looks like the next opportunity may be mid-April.
- **VDOT/3rd Street Intersection** – The Commonwealth Regional Council (CRC) submitted a Federal Raise Grant application for a \$500,000 planning grant for the 3rd Street Intersection improvements. Special thanks to Melody Foster and members of the CRC staff for getting the application completed.
- **Prince Edward County Industrial Park/Access Road** – Contractor made progress on the project. Project completion date is August 10.
- **Solar Project** – Prince Edward County has received a notice of intent for a small-scale solar project titled “Prince Edward Solar 1, LLC” for an 85 +/- acre site in Elam. The site would include about 33 acres of solar panels. They have previously held a community meeting at the Prospect Volunteer Fire Department. The Planning Commission will hold a public hearing in March.
- **Prince Edward County Enterprise Zone** – The Prince Edward Enterprise Zone expires in 2024 and is not up for renewal. The General Assembly passed legislation a few years ago to only allow for 30 zones. At the time that they passed that legislation, there were 60 zones statewide. There are currently 45 zones. The zones that are expiring are not up for renewal. Prince Edward County has had the maximum number of renewals. In 2029, the State will be down to under 30 zones and that is when Prince Edward County will have a process for applying for an Enterprise Zone again. In the meantime, we may want to consider approaching the General Assembly during the 2024 session to consider legislative changes to allow for another extension.

- **FY 2021-2022 Audit** – The Federal Audit Clearinghouse has accepted our audit submission for FY 2021-2022. The process is now completed.
- **Budget Meeting** – The next budget meeting is a full Board meeting at 2:00 pm on March 21st to meet with outside agencies.
- **Employee Benefits Fair** – The County held a benefits fair for County employees on March 9th and 10th. Employees were able to meet with various vendors for accident insurance, Anthem, VRS retirement, and life insurance.
- **Rice Convenience Site** – Staff is planning to relocate the Convenience Site to the temporary location beginning March 16th. The construction contract for the project has been signed. We had a pre-construction Zoom meeting on March 9th to coordinate with the contractor. They are prepared to move in on March 20th to take control of the site.
- **Kinex Broadband Project** – Some concerns were expressed to the County and CRC about the fiber being laid outside VDOT right-of-way on private property. VDOT has indicated that they have patrolled the routes and have not found anything outside of their right-of-way yet. Most of the fiber is between the edge of pavement and ditch. They will continue to monitor. They have made some repairs to the edges where necessary.

In Re: Closed Session

Supervisor Emert made a motion, seconded by Supervisor Townsend, that the Board convene in Closed Session for discussion concerning a prospective business where no previous announcement has been made about the project locating a facility in the County, pursuant to the exemptions provided for in Section 2.2-3711(A)(5) of the *Code of Virginia*; the motion carried:

Aye:	Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Victor “Bill” Jenkins E. Harrison Jones Odessa H. Pride Jerry R. Townsend Cannon Watson	Nay: None
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The Board returned to regular session by motion of Supervisor Emert, seconded by Supervisor Townsend and adopted as follows:

Aye: Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr.
Victor "Bill" Jenkins
E. Harrison Jones
Odessa H. Pride
Jerry R. Townsend
Cannon Watson

Nay: None

On motion of Supervisor Emert, and seconded by Supervisor Townsend, and carried by the following roll call vote:

Aye: Pattie Cooper-Jones
J. David Emert
Llew W. Gilliam, Jr.
Victor "Bill" Jenkins
E. Harrison Jones
Odessa H. Pride
Jerry R. Townsend
Cannon Watson

Nay: None

the following Certification of Closed Meeting was adopted in accordance with the Virginia Freedom of Information Act:

WHEREAS, the Prince Edward County Board of Supervisors convened a closed 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 this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Prince Edward County Board of Supervisors hereby certifies that to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Prince Edward County Board of Supervisors.

In Re: Animal Warden's Report

Mr. Chris Riviere, Deputy Animal Control Officer, submitted a report for the month of February 2023, which was reviewed and ordered to be filed with the Board papers.

In Re: Building Official's Report

Mr. Phillip Moore, Building Inspector, submitted a report for the month of February 2023, which was reviewed and ordered to be filed with the Board papers.

In Re: Cannery – Virginia Food Works

Hannah Evans, Director, submitted a report for the month of February 2023, which was reviewed and ordered to be filed with the Board papers.

In Re: Commonwealth Regional Council Items of Interest

Ms. Melody Foster, Executive Director, submitted a report for the month of February 2023, which was reviewed and ordered to be filed with the Board papers.

In Re: Tourism and Visitor Center Report

Ms. Chelsey White, Director of Economic Development and Tourism, submitted a report for the month of February 2023, which was reviewed and ordered to be filed with the Board papers.

On motion of Supervisor Emert, seconded by Supervisor Townsend, and adopted by the following vote

Aye:	Pattie Cooper-Jones	Nay: None
	J. David Emert	
	Llew W. Gilliam, Jr.	
	Victor “Bill” Jenkins	
	E. Harrison Jones	
	Odessa H. Pride	
	Jerry R. Townsend	
	Cannon Watson	

the meeting was recessed at 9:25 p.m. until Tuesday, March 21, 2023 at 2:00 p.m.