

MISSION STATEMENT

"The mission of the Board of Supervisors of the County of Prince Edward is to represent all citizens, provide leadership, create vision and set policy to accomplish positive change and planned growth and to provide essential services, enhancing the quality of life and maintaining fiscal responsibility." [This page intentionally left blank]



BOARD OF SUPERVISORS MEETING AGENDA

October 8, 2024

The Prince Edward County Board of Supervisors encourages citizens participation in public meetings through inperson participation, written comments and/or remote participation by calling: **1-844-890-7777**, **Access Code: 390313** (*If busy, please call again.*) Additionally, citizens may view the Board meeting live in its entirety at the County's YouTube Channel, the link to which is provided on the County's website.

~~~~ AGENDA

| | | | STAFF CONTACT | PAGE # |
|------------------|-----|--|---------------------------------|--------|
| <u>7:00 P.M.</u> | 1. | The Chair will call to order the October meeting of the Board of Supervisors. | | 5 |
| | 2. | Invocation | | 5 |
| | 3. | Pledge of Allegiance | | 5 |
| | 4. | Conflict of Interest Disclosures | | 7 |
| | 5. | Recognitions | Doug Stanley Cheryl Stimpson | 9 |
| | 6. | PUBLIC PARTICIPATION : Citizens wishing to address the Board are asked to please sign the Public Participation Register prior to the beginning of the meeting. | | 11 |
| | 7. | Board of Supervisors Comments | | 13 |
| | 8. | Consent Agenda: | | |
| | | a. Treasurer's Report | | 15 |
| | | b. Approval of Minutes: August 29, 2024 Joint Comprehensive Plan Meeting September 10, 2024 Board Meeting | | 19 |
| | | c. Review of Accounts & Claims/Board Mileage/County Attorney Invoices | | 83 |
| | | d. The County Administrator reported that checks have been issued pursuant to the order of the Board of Supervisors as to salaries, etc., the amount of which salaries have been heretofore approved. | | 117 |
| | 9. | <u>Business Partner Updates:</u> a. Letterpress Communications – Ilsa Loeser, Founder and Principal | | 119 |
| | 10. | <u>Community Partner Updates:</u> a. Farmville Area Chamber of Commerce – Jen Cox, President b. Southside Virginia. Family YMCA – Sharon Stiteler, VP, Member Experience & Corporate Partners c. Commonwealth Regional Council – Christin Jackson, Executive Director | | 121 |
| | 11. | Highway Matters: Scott Frederick, PE, VDOT Resident Engineer | | 123 |
| | 12. | <u>PUBLIC HEARINGS</u> : The Board will receive public input prior to considering the following: | | |
| | | a. Pursuant to Section 15.2-2507 of the <i>Code of Virginia</i> , the Board will consider amendments to the FY25 County Budget and the FY25 County School Budget for \$905,976.56 of carry-over state funds, to be appropriated by the Board of Supervisors and distributed to the Prince Edward County Public Schools. | Cheryl Stimpson | 125 |

| 13. | <u>Finance & Human Resources Report</u> a. Appropriation: Sheriff's Office b. Appropriation: Opioid Settlement Funds c. Appropriation: School Construction Committed Funds | Cheryl Stimpson | 143 145 147 |
|-----|---|---------------------|--|
| 14. | Posting County Land for No Hunting | Sarah Puckett | 149 |
| 15. | VACo Voting Credentials | Doug Stanley | 151 |
| 16. | County Attorney's Report | Terri Atkins Wilson | 153 |
| 17. | County Administrator's Report | Doug Stanley | 155 |
| 18. | <u>Correspondence/Informational:</u> a. 2024 PEFYA Majors, Thank You b. LCVA, Thank You c. Citizen Letter, RE: Solar Expansion d. Auditor of Public Accounts Letter | Doug Stanley | 157 158 160 161 164 |
| 19. | Monthly Reports: a. Animal Control b. Building Office c. Cannery d. Commonwealth Regional Council e. Tourism & Visitor Center | Doug Stanley | 165 166 167 168 169 170 |

(<u>NOTE</u>: Additional agenda items may be added to the Table Pack is available for review after 4:30 p.m. on October 8, 2024.)



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|---|
| Item #: | 1, 2, 3 |
| Department: | Board of Supervisors |
| Staff Contact: | Douglas P. Stanley / Sarah Elam Puckett |
| Agenda Item: | Call to Order, Invocation, Pledge of Allegiance, Remote Participation |

SUMMARY:

- 1. **Call To Order**: Board Chair Cooper-Jones will call to order the October meeting of the Prince Edward Board of Supervisors.
- 2. Invocation
- 3. Pledge of Allegiance

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COST:

ATTACHMENTS:

RECOMMENDATION:

SAMPLE MOTION:

Motion ______ Second _____ Cooper-Jones _____ Emert _____
 Gilliam
 Pride

 Jenkins
 Townsend

 Jones
 Watson

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Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|---|
| Item #: | 4 |
| Department: | Board of Supervisors |
| Staff Contact: | Douglas P. Stanley / Sarah Elam Puckett |
| Agenda Item: | Conflict of Interest Act Disclosures |
| Staff Contact: | Douglas P. Stanley / Sarah Elam Puckett |

SUMMARY:

The Chair will ask if any member of the Board of Supervisors has a conflict or disclosure regarding any item pending before the Board of Supervisors, per the requirements of the Virginia State and Local Government Conflict of Interests Act. A disclosure form is attached, if needed.

COST:

ATTACHMENTS:

RECOMMENDATION:

SAMPLE MOTION:

Motion _____ Second _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jenkins_____ Jones _____

| Pride | |
|----------|--|
| Townsend | |
| Watson | |



STATEMENT OF DISCLOSURE

DECLARATION OF INTEREST

1. Transaction Under Discussion/Consideration:

2. Nature of Public Official's Personal Interest Affected by the Transaction:

3. Identify Membership in Business, Profession, Occupation or Group of Members that are Affected by the Transaction:

4. I do hereby certify and declare that I am able to participate in the above identified transaction fairly, objectively and in the public interest: Yes _____ No _____

Signature: _____ Date: _____

DECLARATION OF ACCURACY

I, the undersigned, certify that all statements in this statement of disclosure are true and correct to the best of my knowledge, are accurate and complete, and include all information required by the Virginia Conflict of Interest Act, Title 2.2, Chapter 31, of the Code of Virginia.

| Signature: | Date: |
|-------------|-------|
| Print Name: | |
| Address: | |
| | |



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|-----------------|
| Item #: | 5 |
| Department: | Human Resources |
| Staff Contact: | Crystal Baker |
| Agenda Item: | Recognitions |

Summary: "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.

- 1. VACo Achievement Award Jeremy R. Bennett, Director of Intergovernmental Affairs, with the Virginia Association of Counties, will attend the October Board meeting to present a 2024 VACo Achievement Award to the SMILE Committee of the Department of Social Services.
- 2. **Employee of the Month:** The Employee of the Month for October is Shamonica Dimmie. Shamonica has been an amazing asset to the Department of Social Services since February 2022. She is pleasant, courteous, and always looking for ways to help staff and clients. Mrs. Dimmie goes above and beyond daily and far surpasses the expectations of her role. DSS is honored to have her as an employee!

| Motion | |
|--------|--|
| Second | |

. .

Cooper-Jones ____ Emert _____

| Gilliam | |
|---------|--|
| Jenkins | |
| Jones | |

| Pride | |
|----------|--|
| Townsend | |
| Watson | |

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Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|---|
| Item #: | 6 |
| Department: | Board of Supervisors |
| Staff Contact: | Douglas P. Stanley / Sarah Elam Puckett |
| Agenda Item: | Public Participation |

SUMMARY: 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 followup; 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 our Administrator, Attorney or county staff to immediately correct any factual error that might occur.

OPPORTUNITIES FOR PUBLIC PARTICIPATING & PUBLIC INPUT

Public Participation and Public Hearing comments for County meetings will be received by Karin Everhart, Deputy Clerk to the Board of Supervisors, using one the following methods:

- 1. <u>Written Comments</u>: Please limit word count to no more than 500 words. Comments must be received by 2:00 p.m. the day of the meeting.
 - a. <u>Mailed</u>: Board of Supervisors P.O. Box 382, Farmville, VA 23901.
 - b. <u>E-Mailed</u>: Board of Supervisors: <u>board@co.prince-edward.va.us</u> Planning Commission: <u>info@co.prince-edward.va.us</u>
- 2. <u>Verbal Comments</u>: Citizens may also participate remotely during the meeting. Using the meeting call-in information provided, citizens may phone-in to the meeting and provide comments during the Public Participation/Public Hearing portion of the agenda; however, citizens must pre-register with the County Administrator's Office at 434-392-8837 by 2:00 p.m. the day of the meeting. Callers must be on the line and ready to speak when called upon by the Chair. Please state your name and district of residence. Based upon the # of pre-registered speakers, the Chair will determine the time allotted to each speaker.

Attachments: Public Participation Tracking Form

Recommendation: None.

| Motion | Cooper-Jones | Gilliam | Pride |
|--------|--------------|---------|----------|
| Second | Emert | Jenkins | Townsend |
| | | Jones | Watson |

PUBLIC INPUT TRACKING LOG

| STATUS | | | | | | | | | | | | | | |
|-------------------|--------|---|---|---|---|---|---|---|---|----|----|----|----|----|
| | z ≻ | | | | | | | | | | | | | |
| REMARK DATE | | | | | | | | | | | | | | |
| CITIZEN REMARK | | | | | | | | | | | | | | |
| NUMBER | - | 5 | ۳ | 4 | a | ω | 2 | σ | σ | 10 | 11 | 12 | 13 | 14 |



Board of Supervisors Agenda Summary

| October 8, 2024 |
|---|
| 7 |
| Board of Supervisors |
| Douglas P. Stanley / Sarah Elam Puckett |
| Board of Supervisors Comments |
| |

SUMMARY:

The Board has set aside ten minutes for Board members to respond to citizen input from Public Participation.

Cost:

Attachments:

Recommendation: None.

Sample Motion:

Motion ______ Second ______ Cooper-Jones _____ Emert _____ Gilliam _____ Jenkins_____ Jones _____

| Pride | |
|----------|--|
| Townsend | |
| Watson | |

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Board of Supervisors Agenda Summary

| October 8, 2024 |
|----------------------|
| 8-a |
| Board of Supervisors |
| Donna Nunnally |
| Treasurer's Report |
| |

SUMMARY:

The Treasurer's Report is attached.

Cost:

Attachments: Treasurer's Report

Recommendation: Approval.

Sample Motion:

Motion _____ Second _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jenkins_____ Jones _____

| Pride | |
|----------|--|
| Townsend | |
| Watson | |

Prince Edward Board of Supervisors Treasurer's Report August 2024

| Bank Account Balances | | | | | r r | |
|-------------------------------|-------|-----------|-------------|------------------|-----|------------------|
| Name of Bank | Ref # | Int. Rate | Int. Paid | Bank Balance | | |
| Benchmark Pooled Fund Account | 7654 | 3.5 | \$47,398.89 | \$ 14,824,512.04 | | |
| Benchmark Social Services | 9746 | | | \$ 365,025.30 | | |
| Benchmark School Fund | 3352 | | | \$ 2,440,611.10 | | |
| Benchmark Food Service | 3742 | | | \$ 199,740.37 | | |
| TOTAL | | | | | | \$ 17,829,888.81 |

*Note: School Fund and Cafeteria Fund balances shown above are estimated balances due to end of the fiscal year.

| Certificates of Deposit | | | | | | |
|------------------------------------|-------|-----------|------|----------|-----------------|------------------|
| | | | | | | Available |
| | Ref # | Int. Rate | Term | Maturity | Bank Balance | Balance |
| Benchmark | | | | | | |
| | 0994 | 1.00 | 24 | 01/15/26 | \$ 124,430.84 | |
| | 0995 | 1.00 | 24 | 01/15/26 | \$ 124,430.84 | |
| Recreation Fund | 0998 | 3.55 | 36 | 02/14/27 | \$ 17,925.47 | |
| Benchmark 5 Yr CD-letter of credit | 0632 | 1.00 | 60 | 01/04/26 | \$ 673,104.92 | \$ 939,892.07 |
| Benchmark Investment Acct | L796 | 3.02 | 36 | 05/13/25 | \$ 2,552,904.21 | \$ 2,552,904.21 |
| Farmers Bank | | | | | | |
| | 2465 | 4.75 | 6 | 12/17/24 | \$ 110,728.60 | |
| | 2466 | 4.75 | 6 | 12/17/24 | \$ 110,728.60 | |
| Underground Storage | 2478 | 0.60 | 36 | 10/27/24 | \$ 23,181.00 | |
| | 3494 | 4.66 | 6 | 11/16/24 | \$ 2,689,743.91 | |
| | 4635 | 4.53 | 6 | 10/05/24 | \$ 2,616,615.23 | |
| | 3475 | 4.64 | 6 | 10/05/24 | \$ 5,294,968.39 | |
| | | | | | | \$ 10,845,965.73 |
| TOTAL | | | | | | \$ 14,338,762.01 |

| | - | | | |
|-------------|---|------|------|------------------|
| GRAND TOTAL | | | | \$ 32,168,650.82 |



Prince Edward Board of Supervisors Treasurer's Report August 2023

| Bank Account Balances | | | 1 | | |
|-------------------------------|-------|-----------|-------------|-----------------|------------------|
| Name of Bank | Ref # | Int. Rate | Int. Paid | Bank Balance | |
| Benchmark Pooled Fund Account | 7654 | 4.25 | \$26,385.47 | \$ 9,946,428.71 | |
| Benchmark Social Services | 9746 | | | \$ 140,472.70 | |
| Benchmark School Fund | 3352 | | | \$ 2,706,766.16 | |
| Benchmark Food Service | 3742 | | - | \$ 360,169.12 | |
| TOTAL | | | | | \$ 13,153,836.69 |

*Note: School Fund and Cafeteria Fund balances shown above are estimated balances due to end of the fiscal year.

| Certificates of Deposit | | | | | | |
|------------------------------------|-------|-----------|-------------|----------|-----------------|----------------------|
| | Ref # | Int. Rate | Term | Maturity | Bank Balance | Available Balance |
| Benchmark | | | | | | |
| | 0994 | 1.00 | 24 | 01/15/26 | \$ 123,192.71 | |
| | 0995 | 1.00 | 24 | 01/15/26 | \$ 123,192.71 | |
| Recreation Fund | 0998 | 0.50 | 36 | 02/14/24 | \$ 17,573.21 | |
| Benchmark 5 Yr CD-letter of credit | 0632 | 1.00 | <i>'</i> 60 | 01/04/26 | \$ 666,406.72 | \$ 930,365.35 |
| Benchmark Investment Acct | L796 | 3.35 | 36 | 05/13/25 | \$ 2,476,835.41 | \$ 2,476,835.41 |
| Farmers Bank | | | | | | |
| | 2465 | 0.50 | 36 | 06/17/24 | \$ 110,178.70 | |
| | 2466 | 0.50 | 36 | 06/17/24 | \$ 110,178.70 | |
| Underground Storage | 2478 | 0.60 | 36 | 10/27/24 | \$ 23,042.06 | |
| | 3465 | 4.15 | 6 | 11/16/23 | \$ 2,546,004.17 | |
| | 3454 | 4.65 | 12 | 04/05/24 | \$ 2,528,500.69 | |
| | 3457 | 4.75 | 6 | 10/05/23 | \$ 5,000,000.00 | |
| | | | | | | \$ 10,317,904.32 |
| TOTAL | | | | | | \$ 13,725,105.08 |

| GRAND TOTAL | \$ 26,878,94 |
|-------------|--------------|
| | φ 20j0. |

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Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|----------------------|
| Item #: | 8-b |
| Department: | Board of Supervisors |
| Staff Contact: | Karin Everhart |
| Agenda Item: | Approval of Minutes |

SUMMARY:

Attached are draft minutes for the Board's review and approval.

August 29, 2024 – Joint Comprehensive Plan Meeting September 10, 2024 – Board Meeting

Cost:

Attachments: Board minutes.

Recommendation: Approval.

Sample Motion:

Motion ______ Second ______ Cooper-Jones _____ Emert _____ Gilliam _____ Jenkins_____ Jones _____

August 29, 2024

At the special meeting of the Board of Supervisors of Prince Edward County, held at the Robert

Russa Moton Museum, 900 Griffin Boulevard, Farmville, Virginia, thereof, on Thursday, the 29th day of

August, at 6:00 p.m., there were present:

Pattie Cooper-Jones J. David Emert Victor "Bill" Jenkins E. Harrison Jones Cannon Watson Brad Fuller Whitfield Paige John "Jack" W. Peery, Jr. Teresa Sandlin Henry Womack

Absent: Llew W. Gilliam, Jr., Odessa H. Pride, Jerry R. Townsend, Clifford Jack Leatherwood, John Prengaman, Rhett Weiss

Also present: Douglas P. Stanley, County Administrator; Robert Love, Director of Planning & Community Development; Scott Frederick, PE, VDOT Resident Engineer; Benjamin W. Tripp, CEcD, AICP, CZO, Senior Planner, Berkley Group; Brooke Frink, CZA, Planner I, Berkley Group; and Tom Dennison.

Board of Supervisors Chair Cooper-Jones called the special meeting to order.

Planning Commission Vice-Chairman Jack Peery called the special meeting to order.

In Re: Personal Property Tax Relief Act (PPTRA)

The County Administrator and IT Consultant have computed the Personal Property Tax Relief Act

(PPTRA) percentage of tax relief from the Commonwealth to be 26.00% of assessed value based upon

guidelines provided by the Commonwealth for the 2024 Tax Year.

Supervisor Emert made a motion, seconded by Supervisor Jones, to approve the resolution to set the

Personal Property Tax Relief Act (PPTRA) percentage of tax relief from the Commonwealth at 26.00% for

2024.; the motion carried:

Aye:

Pattie Cooper-Jones J. David Emert Victor "Bill" Jenkins E. Harrison Jones Cannon Watson

Nay: None

Absent: Llew W. Gilliam, Jr. Odessa H. Pride Jerry R. Townsend

PPTRA RESOLUTION FOR 2024 County of Prince Edward, Virginia

In accordance with the requirements set forth in <u>VA. CODE ANN.</u> §58.1-3524 C.2. and §58.1-3912 E., as amended by *Chapter 1 of the Acts of Assembly* (2004 Special Session I) and as set forth in *Item 503.E.* (*Personal Property Tax Relief Program*) of *Chapter 951 of the 2005 Acts of Assembly*, any qualifying vehicle sitused within the County of Prince Edward, Virginia commencing January 1, 2024, shall receive personal property tax relief in the following manner:

- Personal use vehicles with assessed value of \$1,000 or less will be eligible for 26.00% tax relief; and
- Personal use vehicles with assessed value of \$1,001 or more shall receive 26.00% tax relief on the first \$20,000 in assessed value; and
- All other vehicles which do not meet the definition of "qualifying" (such as business use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program; and
- In accordance with *Item 503.D.1. of Chapter 951 of the 2005 Acts of Assembly*, the entitlement to personal property tax relief for qualifying vehicles for tax year 2005 and all prior tax years shall expire on September 1, 2006. Supplemental assessments for tax years 2005 and prior years that are made on or after September 1, 2006 shall be deemed "non-qualifying" for purposes of state tax relief and the local share due from the taxpayer shall represent 100% of the tax assessable.

Certification

I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a reconvened board meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed by a vote of 5 in favor and 0 opposed, this 29th day of August, 2024.

In Re: Joint Comprehensive Plan Work Session

Mr. Douglas P. Stanley, County Administrator, turned the meeting over to Mr. Benjamin W. Tripp.

Benjamin W. Tripp, Berkeley Group, stated this Chapter is on Transportation and Connectivity, and

introduced Brooke Frink, who presented an update on the schedule and the process.

Ms. Frink reviewed Chapter 7: Transportation and Connectivity, discussing the existing transportation network. She then moved on to "Creating a Multi-Modal Network" and shared transportation, such as public transit, rail, and Ride-Share. She said the third main area is "Coordinating Transportation and Land Use"; she said there are additional transportation considerations. Ms. Frink then discussed "Investing in Transportation Improvements." She said they will then review goals and strategies relating to transportation.

Ms. Frink then reviewed a proposed statement: "Prince Edward County should provide a multimodal transportation system that is safe, efficient, and connects residents and visitors to the essential services and amenities needed to maintain a high quality of life." Some discussion followed regarding available programs and expansion of the Highway Corridor Overlay Zoning District along all of Route 460.

Discussion followed on several areas within the county with traffic issues and potential solutions.

Ms. Frink then led a discussion on the Multi-Modal Network. Discussion followed on the current \$0.25 fee for bus fare on PERT lines and whether to recommend eliminating it, and what can be done to increase the safety level around Amish buggies and other slow-moving vehicles.

Ms. Frink then reviewed Coordinating Transportation and Land Use. Some discussion followed on electric vehicle (EV) charging infrastructure. She then reviewed a chart of ten transportation projects that were identified to be prioritized in the Comprehensive Plan. She said these projects were reviewed by staff during the drafting process. Some discussion followed.

Ms. Frink then reviewed the next steps in the process; she asked that Board of Supervisors and Planning Commission members provide comments on the Comment Tracker on Chapter 7 by September 13 (2024) to county staff. The next work session will potentially be held Thursday, October 17, 2024 at 6:00 p.m. to discuss "Land Use" and "Implementation."

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

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

the Board of Supervisors meeting was adjourned at 6:55 p.m.

Planning Commission Vice Chair Peery declared the Planning Commission meeting adjourned at 6:55 p.m.

September 10, 2024

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 10th day of September, 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 Cannon Watson

Absent: Jerry R. Townsend

Also present: Douglas P. Stanley, County Administrator; Sarah Elam Puckett, Assistant County Administrator; Robert Love, GISP, Director of Planning & Community Development; Cheryl Stimpson, Director of Finance; Terri Atkins Wilson, County Attorney; The Honorable Donald C. Blessing, Chief Judge; and Beth Reavis, Consultant.

Chair Cooper-Jones called the September meeting to order.

Supervisor Gilliam offered the invocation and led the Pledge of Allegiance.

In Re: Conflict of Interest Disclosures

Supervisor Watson made the following Conflict of Interest Disclosure Statement:

As a member of the Prince Edward County Board of Supervisors, I, Cannon Watson, am disclosing that I have a personal interest in the transaction under Agenda Item #14 on the September 10, 2024 Board of Supervisors Agenda. Item # 14 is the Public Hearing on Elementary School Construction Financing through the Virginia Public School Authority. For this financing, the County will be utilizing its contract for Financial Advisory Services with Davenport & Co., LLC.

I am disclosing that I am equity partner in Davenport & Co., with an ownership interest of less than one-half of one percent, but in excess of \$5,000 per year. Section 2.2-3110(4) of the Code of Virginia enables the County to lawfully enter into the contract with Davenport & Co., as I have no legal authority to participate in the procurement or letting of said contract on behalf of Davenport & Co., and I have no authority to participate in the procurement or letting of said contact on behalf of the County.

In accordance with Sections 2.2-3112(A) and 2.2-3115(F) of the Code of Virginia, I am disclosing my personal interest as an equity partner in Davenport & Co., located at 901 East Cary Street, Suite 1100,

Richmond, VA 23219. I am unable to participate in all discussions and votes when the County utilizes its contract with Davenport & Co. for Financial Advisory Services.

I have filed a declaration of disclosure with the Clerk of the Board of Supervisors, a copy of which is available for public review.

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.

The Employee of the Month for September is Bryce Deitrich. Prince Edward County was lucky to snag Bryce from the General District Court in April of 2023. He has been a refreshing addition to our General Services team! He's dependable, reliable and friendly. Not a day goes by that Bryce isn't greeting both fellow employees and the public with a smile. He's willing to go above and beyond to help others and eager to learn and grow in his role. In January of 2024, Bryce registered for classes with SVCC and is on track to earn his Electricity Certificate. Congratulations, Bryce! We look forward to working with you for many years to come.

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.

Lucy Carson, Buffalo District, expressed her gratitude on behalf of the Prince Edward County School Board, Superintendent, and the staff of the Prince Edward County Public Schools, to the Board for its unwavering support. She said they are excited about the progress at the schools and deeply appreciative of all the efforts the Board has made to secure funding, loans, grants and Virginia state resources. She said they are thrilled about the mobile units that are being put in place, and it is encouraging to see the excitement on students' faces as they walk by the units, eagerly anticipating the learning experience that awaits them inside. She said this enthusiasm speaks volumes of their eagerness for the new educational environment. She said they are also excited about the upcoming groundbreaking, which is anticipated to take place in November, coinciding with the plans to demolish one of the older buildings. Ms. Carson said this marks a pivotal moment in the journey and they are grateful for the Board's support. She added that the Board's commitment to the educational community is invaluable, and stated that they are there to collaborate and support this initiative in any way possible. She said as they continue to work closely with Moseley Architects, they look forward to seeing the shared vision come to life.

In Re: Board of Supervisors Comments

The Board members welcomed all in attendance and thanked the citizens for their input.

In Re: Consent Agenda

On motion of Supervisor Emert, seconded by Supervisor 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 | | |
| | Cannon Watson | | |
| Absent: | Jerry R. Townsend | | |
| | | | |

the Board accepted the July 2024 Treasurer's Report; the minutes of the meeting held August 13, 2024;

Accounts and Claims, Board Mileage Sheets; and Salaries.

| Prince Edward Treasurer's Report - July 2024 | | | | |
|--|--------------------------------------|--|--|--|
| Ref # | Int. Rate | Int. Paid | Bank Balance | |
| 7654 | 3.50% | \$51,701.40 | \$16,511,440.45 | |
| 9746 | | | \$403,654.60 | |
| 3352 | | | \$1,571,924.65 | |
| 3742 | | | \$300,254.29 | |
| | | | \$18,687,183.99 | |
| | Ref # 7654 9746 3352 | Ref # Int. Rate 7654 3.50% 9746 3352 | Ref # Int. Rate Int. Paid 7654 3.50% \$51,701.40 9746 3352 | |

*Note: School Fund and Cafeteria Fund balances shown above are estimated balances due to end of the fiscal year.

Certificates of Deposit

| | Ref # | Int. Rate | Bank Balance | Available Balance |
|------------------------------------|-------|-----------|---------------------|--------------------------|
| Benchmark | 0994 | 1% | \$124,430.84 | |
| | 0995 | 1% | \$124,430.84 | |
| Recreation Fund | 0998 | 3.55% | \$17,769.14 | |
| Benchmark 5 Yr CD-letter of credit | 0632 | 1% | \$673,104.92 | \$939,735.74 |

| Benchmark Investment Acct | | L796 | 3.02% | \$2,552,904.21 | \$2,552,904.21 |
|---------------------------|----------|------|---------|----------------|-----------------|
| Farmers Bank | | 2465 | 0.4.75% | \$110,728.60 | |
| | | 2466 | 0.4.75% | \$110,728.60 | |
| Underground Storage | * | 2478 | 0.60% | \$23,181.00 | |
| | | 3494 | 4.66% | \$2,658,827.65 | |
| | | 3454 | 4.53% | \$2,616,615.23 | |
| | | 3475 | 4.64% | \$5,204,968.39 | \$10,815,049.47 |
| TOTAL | | | | | \$14,307,689.42 |
| GRAND TOTAL | | | | | \$32,994,873.41 |

In Re: Community Partner Updates - Central Virginia Adult Recovery Court

The Business Spotlight is an opportunity for the Board to hear from the community's major employers and business leaders.

The Honorable Donald C. Blessing, Chief Judge, Tenth Judicial Circuit Court of Virginia, and Beth Reavis, Consultant, presented information on the Central Virginia Adult Recovery Court.

Judge Blessing thanked the Board for keeping everything running through the COVID pandemic and for always being available and responsive. He then stated the Recovery Court changed from what had been called Drug Court in June 28, 2014. He thanked Ms. Beth Reavis for her expertise as a consultant for this Recovery Court. He then explained about the drug problem in Southside Virginia, emphasizing methamphetamines and fentanyl. He said it's a waste of people and lives.

Judge Blessing said we have three outstanding Commonwealth Attorneys [in our region], Megan Clark, Wendy Hannah, and Kemper Beasley, III. He stated a recovery court is necessary because punishment doesn't work on everyone; there are resources in court, but this will offer resources to allow the communities to come together and form a team. He said this will assist in getting those willing into treatment, in coordination with Crossroads. He added dates are being set aside beginning in January for Recovery Court.

Judge Blessing said he had a discussion with Supervisor Townsend and they agreed that there is a need for a program within the jail for those that are receptive to learning and receiving information, to get them in the program. He added they need help on all levels.

Beth Reavis presented information about Recovery Court. She stated they have to be approved by the Supreme Court of Virginia, but there are a lot of logistical details that have to be in place before the court

can actually start. She said once those services are in place, the whole community will be able to take advantage of the resources. She said the aim is to reduce recidivism. Ms. Reavis said there are 4,000 courts all over the U.S., and are recognized as one of the most successful interventions with people with addiction. She said the Recovery Court participant has a 16% recidivism rate after three years. She explained the sanctions and incentives used, along with supervision and drug-testing. There are five phases sometimes lasting over the course of 18-24 months; the participants choose to be in the program. She discussed how Recovery Courts work and their benefits. The program is cost-effective, less costly than incarceration, and increases public health. She then added that they are seeking sustainable funding sources, resources including sober housing, and transportation to and from drug testing sites.

Ms. Reavis stated they are currently in the process of identifying team members; they will hold team meetings to train, develop the budget, search for grants and promotional materials. She added a Memorandum of Understanding (MOU) is being developed between the three participating counties. Ms. Reavis said they are also applying for foundational training with someone that has 20 years of experience, and will advertise for a coordinator.

Ms. Reavis emphasized this program is for non-violent offenders.

Judge Blessing stated that there is a statistic which states that for every one dollar spent in Recovery Court saves \$33.

Supervisor Gilliam questioned the age limitation; Ms. Reavis said this program is for adults, but once the program is started, the community can benefit from the availability of services.

Judge Blessing said this program is for those that have been criminally charged. He added that the state is willing to provide some training.

In Re: Virginia Department of Forestry

Kirby Woolfolk, Forest Manager for the Prince Edward-Gallion State Forest, with the Virginia Department of Forestry, reported the goal this year was to work on roads within the State Forests, but there were equipment issues within the State Forest system. He said they were busy putting out fires in the woods. Mr. Woolfolk then reported on some of the activities at the State Forests, which include hosting tours and educational seminars; he said research was conducted including oak generation. He said this is the sort of

thing that pioneers new practices to better manage forests in the future. He then presented to the County payment in lieu of taxes for timber sales revenue on Prince Edward-Gallion State Forest in the amount of \$30,120.75.

In Re: Public Hearing: VPSA Financing - Prince Edward County Elementary School

Chair Cooper-Jones announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering proposal of the passage of a resolution authorizing the issuance of up to \$16,800,000 in principal amount of General Obligation School Bonds, Series 2024, of the County of Prince Edward, Virginia for school purposes, pursuant to Section 15.2-2507 of the *Code of Virginia*. Notice of this hearing was advertised according to law in the Friday, August 23, 2024 and Friday, August 30, 2024 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

As the Board is aware, the Elementary School construction project is estimated at between \$43-\$44 million. With the assistance of Davenport & Co., the County will be structuring a multi-faceted financing plan.

The Schools received a grant in the amount of \$8,665,710 through the Virginia Capital School Projects Fund, which leaves approximately \$35 million to finance. At its meeting on May 14th, the Board passed a resolution authorizing staff to submit an application to the Virginia Literary Loan Fund. The resolution enabled the County to borrow up to \$25 million at a below-market 3% interest rate for 20 years. The application has been approved.

The remaining balance of the school construction funding will come through the Virginia Public School Authority ("VPSA") this fall. This financing will be market rate based on the strong credit of VPSA (Aa1/AA+/AA+) with a term of up to 25-30 years. The borrowing rate through VPSA is expected to be below the planning level of 4.5%.

Mr. Stanley said that this public hearing will be to gather comments and the Board will be asked to approve a resolution in the form required by VPSA to issue up to \$16,800,000 in principal amount of general obligation (GO) bonds, Series 2024, to complete financing for the project and to authorize the County Administrator and other County representatives to take all actions to complete the submission of the application and participate in the VPSA pool borrowing. The County is accepting construction bids on or about October 1, 2024. The final bids will allow the County to adjust the borrowing amount from VPSA should bids come in lower than planning levels.

Sands Anderson will be serving as Bond Counsel and Jesse Bausch, Attorney with Sands Anderson,

is present.

Chair Cooper-Jones opened the public hearing.

There being no one wishing to speak, Chair Cooper-Jones closed the public hearing.

Supervisor Pride made a motion, seconded by Supervisor Gilliam, to approve the attached

Resolution Approving the Sale of Bonds to the Virginia Public School Authority for Renovation of Prince

Edward County Elementary School; the motion carried:

Jerry R. Townsend

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

Absent:

Nay: None

Abstain: Cannon Watson

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 MAXIMUM PRINCIPAL AMOUNT OF A GENERAL OBLIGATION SCHOOL BOND OF THE COUNTY OF PRINCE EDWARD, VIRGINIA TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY FOR PURPOSES OF FINANCING THE RENOVATION, CONSTRUCTION, AND EQUIPPING OF PUBLIC SCHOOL FACILITIES AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

Be it resolved by the Board of Supervisors of the County of Prince Edward, Virginia:

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of Prince Edward, Virginia (the "County"), has determined that it is necessary and expedient to borrow an amount not to exceed \$16,800,000 and to issue its general obligation school bond (as more specifically defined below, the "Local School Bond") for the purpose of financing school capital projects, including, but not limited to, the renovation and improvement of Prince Edward County Elementary School and other capital improvements to school facilities (together, the "Project");

WHEREAS, the County held a public hearing, duly noticed, on September 10, 2024, on the issuance of the Local School Bond in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (the "Virginia Code");

WHEREAS, the School Board of the County (the "School Board") has, by resolution, requested the Board of Supervisors to authorize the issuance of the Local School Bond and consented to the issuance of the Local School Bond;

WHEREAS, Virginia Public School Authority ("VPSA") has offered to purchase the Local School Bond along with the local school bonds of certain other localities with a portion of the proceeds of certain bonds to be issued by VPSA in the fall of 2024 (the "VPSA Bonds"); WHEREAS, the Bond Sale Agreement (as defined below) shall indicate that \$16,000,000 plus capitalized interest is the amount of proceeds requested (the "Proceeds Requested") from VPSA in connection with the sale of the Local School Bond;

WHEREAS, VPSA's objective is to pay the County a purchase price for the Local School Bond which, in VPSA's judgment, reflects the Local School Bond's market value (the "VPSA Purchase Price Objective"), taking into consideration such factors as the amortization schedule the County has requested for the Local School Bond relative to the amortization schedules requested by other localities, the purchase price to be received by VPSA from the sale of the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds; and

WHEREAS, such factors may result in the Local School Bond having a purchase price other than par and consequently (i) the County may have to issue the Local School Bond in a principal amount that is greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized principal amount of the Local School Bond set forth in section 1 below does not exceed the Proceeds Requested by at least the amount of any discount, the purchase price to be paid to the County, given the VPSA Purchase Price Objective and market conditions, will be less than the Proceeds Requested.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PRINCE EDWARD, VIRGINIA:

1. <u>Authorization of Bonds and Use of Proceeds</u>. The Board of Supervisors hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bond in an aggregate principal amount not to exceed \$16,800,000 (the "Local School Bond") for the purpose of financing the Project, which is for public school purposes of the County. The Board of Supervisors hereby authorizes the issuance and sale of the Local School Bond in the form and upon the terms established pursuant to this Resolution.

2. <u>Sale of the Local School Bond</u>. The sale of the Local School Bond, within the parameters set forth in paragraph 4 of this Resolution, to VPSA is authorized. Given the VPSA Purchase Price Objective and market conditions, the County acknowledges that the limitation on the maximum principal amount of the Local School Bond set forth in paragraph 1 of this Resolution restricts VPSA's ability to generate the Proceeds Requested, however, the Local School Bond may be sold for a purchase price not lower than 95% of the Proceeds Requested. The Chairman or Vice-Chairman of the Board of Supervisors (together, the "Chairman"), the County Administrator, or any of them (each a "Delegate") and such other officer or officers of the County as either may designate are hereby authorized and directed to enter into an agreement with VPSA providing for the sale of the Local School Bond to VPSA (the "Bond Sale Agreement"). The Bond Sale Agreement shall be in substantially the form submitted to the Board of Supervisors at this meeting, which form is hereby approved, with such completions, insertions, omissions and changes not inconsistent with this Resolution as may be approved by the County officer executing the Bond Sale Agreement.

3. Details of the Local School Bond. The Local School Bond shall be dated 16 days prior to the date of its issuance and delivery or such other date designated by VPSA; shall be designated "General Obligation School Bond, Series 2024"; shall bear interest from its dated date payable semi-annually on each January 15 and July 15 beginning July 15, 2025 (each an "Interest Payment Date"), at the rates established in accordance with paragraph 4 of this Resolution; and shall mature on July 15 in the years (each a "Principal Payment Date") and in the amounts acceptable to a Delegate (the "Principal Installments"), subject to the provisions of paragraph 4 of this Resolution.

4. <u>Interest Rates and Principal Installments.</u> Each Delegate is hereby authorized and directed to accept the interest rates on the Local School Bond established by VPSA, provided that each interest rate shall be five one-hundredths of one percent (0.05%) over the interest rate to be paid by VPSA for the corresponding principal payment date of the VPSA Bonds, a portion of the proceeds of which will be used to purchase the Local School Bond, and provided further that the true interest cost of the Local School Bond does not exceed five and fifty one-hundredths percent (5.50%) per annum. The Interest Payment Dates, Principal Payment Dates and the Principal Installments are subject to change at the request of VPSA.

authorized and directed to accept changes in the Interest Payment Dates, the Principal Payment Dates and the Principal Installments at the request of VPSA based on the final term to maturity of the VPSA Bonds, requirements imposed on VPSA by the nationally-recognized rating agencies and the final principal amount of the Local School Bond; provided, however, that the principal amount of the Local School Bond shall not exceed the amount authorized by this Resolution and the final maturity of the Local School Bond shall not exceed 30 years from the date of the issuance and delivery of the Local School Bond. The execution and delivery of the Local School Bond as described in paragraph 8 hereof shall conclusively evidence the approval and acceptance of all of the details of the Local School Bond by the Delegate as authorized by this Resolution.

5. <u>Form of the Local School Bond</u>. The Local School Bond shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. <u>Payment: Paying Agent and Bond Registrar.</u> The following provisions shall apply to the Local School Bond:

(a) For as long as the VPSA is the registered owner of the Local School Bond, all payments of principal, premium, if any, and interest on the Local School Bond shall be made in immediately available funds to VPSA at, or before 11 :00 a.m. on the applicable Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11 :00 a.m. on the business day next succeeding such Interest Payment Date, Principal Payment Date or date fixed for prepayment Date or date fixed for prepayment or redemption.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Local School Bond.

(c) U.S. Bank Trust Company, National Association, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Local School Bond. The County may, in its sole discretion, replace at any time the Bond Registrar with another qualified bank or trust company as successor Bond Registrar and Paying Agent for the Local School Bond. The County shall give prompt notice to VPSA of the appointment of any successor Bond Registrar and Paying Agent.

7. **Redemption or Prepayment**. Unless otherwise directed by VPSA, the Principal Installments of the Local School Bond held by VPSA coming due on or before July 15, 2034, and the definitive bond for which the Local School Bond held by VPSA may be exchanged that mature on or before July 15, 2034, are not subject to prepayment or redemption prior to their stated maturities. The Principal Installments of the Local School Bond held by VPSA coming due on or after July 15, 2035, and the definitive bond(s) for which the Local School Bond held by VPSA may be exchanged that mature on or after July 15, 2035, are subject to prepayment or redemption of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2034, upon payment of the prepayment or redemption prices (expréssed as percentages of Principal Installments to be prepaid or the principal amount of the Local School Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

| Dates | Prices |
|-------------------------------------|---------------|
| July 15, 2034 through July 14, 2035 | 101% |
| July 15, 2035 through July 14, 2036 | 1001/2 |
| July 15, 2036 and thereafter | 100 |

<u>Provided, however, that the Principal Installments of the Local School Bond shall not be subject to</u> prepayment or redemption prior to their stated maturities as described above without first obtaining the written consent of VPSA or other registered owner of the Local School Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption. If VPSA refunds the VPSA Bonds in the future and such refunding causes the Local School Bond to be deemed refunded, the prepayment or redemption of the Local School Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA Bonds issued in part to refund the Local School Bond.

8. <u>Execution of the Local School Bond</u>. The Chairman or Vice-Chairman and the Clerk or any Deputy Clerk of the Board of Supervisors are authorized and directed to execute and deliver the Local School Bond and to affix the seal of the County thereto.

9. <u>Pledge of Full Faith and Credit.</u> For the prompt payment of the principal of and premium, if any, and the interest on the Local School Bond as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged, and in each year while any portion of the Local School Bond shall be outstanding there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Local School Bond as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

10. Use of Proceeds Certificate and Tax Compliance Agreement. The Chairman, the County Administrator and such other officer or officers of the County or the School Board as either may designate are hereby authorized and directed to execute and deliver on behalf of the County a Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") setting forth the expected use and investment of the proceeds of the Local School Bond and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the VPSA Bonds. The Board of Supervisors covenants on behalf of the County that (i) the proceeds from the issuance and sale of the Local School Bond will be invested and expended as set forth in such Tax Compliance Agreement and that the County shall comply with the other covenants and representations contained therein and (ii) the County shall comply with the provisions of the Code so that interest on the VPSA Bonds will remain excludable from gross income for federal income tax purposes.

11. <u>State Non-Arbitrage Program; Proceeds Agreement.</u> The Board of Supervisors hereby determines that it is in the best interests of the County to authorize and direct the County Finance Director, the County Administrator or the Assistant County Administrator to participate in the State Non-Arbitrage Program in connection with the Local School Bond. The Chairman of the Board of Supervisors, the County Administrator, the Assistant County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Local School Bond by and among the County, the other participants in the sale of the VPSA Bonds, the VPSA and the investment manager, substantially in the form submitted to the Board of Supervisors at this meeting, which form is hereby approved, and to take such other action as may be necessary for participation in the State Non-Arbitrage Program.

12. <u>Continuing Disclosure Agreement</u>. The Chairman of the Board of Supervisors, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix D to the Bond Sale Agreement, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12, under the Securities Exchange Act of 1934, as amended, and directed to make all filings required by Section 4 of the Bond Sale Agreement should the County be determined by the VPSA to be a MOP (as defined in the Bond Sale Agreement).

13. **Refunding**. The Board of Supervisors hereby acknowledges that VPSA may issue refunding bonds to refund any bonds previously issued by VPSA, including the VPSA Bonds issued to purchase the Local School Bond, and that the purpose of such refunding bonds would be to enable VPSA to pass on annual debt service savings to the local issuers, including the County. Each of the Delegates is authorized to execute

and deliver to VPSA such allonge to the Local School Bond, revised debt service schedule, IRS Form 8038-G or such other documents reasonably deemed necessary by VPSA and VPSA's bond counsel to be necessary to reflect and facilitate the refunding of the Local School Bond and the allocation of the annual debt service savings to the County by VPSA. The Clerk of Board of Supervisors is authorized to affix the County's seal on any such documents and attest or countersign the same.

14. Effectiveness and Filing of Resolution. The appropriate officers or agents of the County are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Clerk of the Circuit Court of the County of Prince Edward, Virginia. The filing of this Resolution with the Clerk of the Circuit Court of the County of Prince Edward, Virginia shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Act. Any resolutions inconsistent herewith previously adopted by the Board of Supervisors are amended to be consistent with this Resolution.

15. Election to Proceed under Public Finance Act. In accordance with Section 15.2-2601 of the Virginia Code, the Board of Supervisors elects to issue the Local School Bond under the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code.

16. Further Actions and Ratification. The members of the Board of Supervisors and all officers, employees and agents of the County are hereby authorized to take such action and enter into and execute such documents, instruments and agreements as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Local School Bond, including execution of a Paying Agent Agreement with the Bond Registrar and Paying Agent for the Local School Bond. All actions of the officers, employees and agents of the County or the School Board of the County previously taken in furtherance of the purposes of this Resolution, including submitting a financing application to VPSA in connection with the Local School Bond (the "VPSA Application"), are hereby approved, confirmed and ratified.

17. Effective Date. This Resolution shall take effect immediately.

On motion of Supervisor Pride, seconded by Supervisor Gilliam, the foregoing Resolution was adopted at a regular meeting of Board of Supervisors on September 10, 2024. Members of the Board of Supervisors voted as follows:

YES Pattie Cooper-Jones J. David Emert Llew W. Gilliam, Jr. Victor "Bill" Jenkins E. Harrison Jones Odessa H. Pride

ABSTAINED Cannon Watson NO (None)

ABSENT Jerry R. Townsend

The undersigned Clerk of the Board of Supervisors of the County of Prince Edward, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors held on September 10, 2024, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing Resolution, a quorum was present.

WITNESS MY HAND and the seal of the Board of Supervisors of the County of Prince Edward, Virginia, this 10th day of September, 2024.

Clerk, Board of Supervisors of the County of Prince Edward, Virginia

[SEAL]

EXHIBIT A

(FORM OF TEMPORARY BOND)

NO. TR-1

UNITED STATES OF AMERICA COMMONWEALTH OF VIRGINIA COUNTY OF PRINCE EDWARD General Obligation School Bond Series 2024

Dated Date: October __ [16 days prior to issuance], 2024 Issue Date: October __, 2024

The COUNTY OF PRINCE EDWARD, VIRGINIA (the "County"), for value received, hereby acknowledges itself indebted and promises to pay to the VIRGINIA PUBLIC SCHOOL AUTHORITY ("VPSA") the principal amount of _____ DOLLARS (\$ ______, in annual installments in the amounts set forth on Schedule I attached hereto payable on July 15, 202_ and annually on July 15 thereafter to and including July 15, 20__ (each a "Principal Payment Date"), together with interest from the dated date of this Bond on the unpaid installments, payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2025 (each an "Interest Payment Date"; together with any Principal Payment Date, a "Payment Date"), at the rates per annum set forth on Schedule I attached hereto, subject to prepayment or redemption as hereinafter provided. Both principal of and interest and premium, if any, on this Bond are payable in lawful money of the United States of America.

For as long as VPSA is the registered owner of this Bond, ______, as bond registrar and paying agent (the "Bond Registrar"), shall make all payments of principal, premium, if any, and interest on this Bond, without the presentation or surrender hereof, to VPSA, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for banks in the Commonwealth of Virginia

or for the Commonwealth of Virginia, then the payment of principal, premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next succeeding the scheduled Payment Date or date fixed for prepayment or redemption. Upon receipt by the registered owner of this Bond of said payments of principal, premium, if any, and interest, written acknowledgment of the receipt thereof shall be given promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be surrendered to the Bond Registrar for cancellation.

The full faith and credit of the County are irrevocably pledged for the payment of the principal of and the premium, if any, and interest on this Bond. The Resolution adopted by the Board of Supervisors authorizing the issuance of this Bond provides, and Section 15.2-2624, Code of Virginia 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the County subject to local taxation sufficient to provide for the payment of the principal, premium, if any, and interest on this Bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia 1950, as amended, a Resolution duly adopted by the Board of Supervisors of the County and a Resolution duly adopted by the School Board of the County to provide funds for capital projects for school purposes.

This Bond may be exchanged without cost, on twenty (20) days written notice from VPSA, at the office of the Bond Registrar on one or more occasions for one or more temporary bonds or definitive bonds in fully registered form in denominations of \$5,000 and whole multiples thereof, and; in any case, having an equal aggregate principal amount having principal installments or maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of VPSA on the books of the County kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond,

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the Bond Registrar shall exchange this Bond for definitive bonds as hereinabove provided, such definitive Bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before July 15, 2034 and the definitive bonds for which this Bond may be exchanged that mature on or before July 15, 2034, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of this Bond coming due on or after July 15, 2035, and the definitive bonds for which this Bond may be exchanged that mature on or after July 15, 2035, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2034, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of this Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

| Dates | Prices |
|-------------------------------------|--------|
| July 15, 2034 through July 14, 2035 | 101% |
| July 15, 2035 through July 14, 2036 | 1001/2 |
| July 15, 2036 and thereafter | 100 |

<u>Provided, however,</u> that the principal installments of this Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without the prior written consent of VP SA or other registered owner of this Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption.

If VPSA refunds its bonds issued in part to purchase this Bond in the future and such refunding causes this Bond to be deemed refunded, the prepayment or redemption of this Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA bonds issued in part to refund this Bond.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have hap-pened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Prince Edward, Virginia has caused this Bond to be issued in the name of the County of Prince Edward, Virginia, to be signed by its Chairman or Vice-Chairman, its seal to be affixed hereto and attested by the signature of its Clerk or any of its Deputy Clerks, and this Bond to be dated October [16 days prior to the closing date] , 2024.

COUNTY OF PRINCE EDWARD, VIRGINIA

(SEAL)

ATTEST:

Clerk, Board of Supervisors of the County of Prince Edward, Virginia Chairman, Board of Supervisors of the County of Prince Edward, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

The within Bond and irrevocably constitutes and appoints

attorney to exchange said Bond for definitive bonds in lieu of which this Bond is issued and to register the transfer of such definitive bonds on the books kept for registration thereof, with full power of substitution in the premises.

Date:

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar which requirements will include Membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Registered Owner

(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or change.)

SCHEDULE I

In Re: Public Hearing - Prospect Gospel Tabernacle Church, Special Use Permit

Chair Cooper-Jones announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a request by Prospect Gospel Tabernacle Church for a Special Use Permit to replace an existing pole sign with a 32-square foot electronic sign having a total height of 19 feet, on Tax Map Parcel 031-A-40 located at 4307 Prince Edward Highway (US Route 460) near its intersection with Milford Lane, which is zoned A-1, Agricultural Conservation, pursuant to Section 15.2-2507 of the *Code of Virginia*. Notice of this hearing was advertised according to law in the Wednesday, August 28, 2024 and Friday, August 30, 2024 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The County has received an application request Prospect Gospel Tabernacle Church for a Special Use Permit to replace an existing pole sign with a 32-square foot electronic sign having a total height of 19 feet, on Tax Map Parcel 031-A-40 located at 4307 Prince Edward Highway (US Route 460) near its intersection with Milford Lane, which is zoned A-1, Agricultural Conservation.

The Planning Commission held a public hearing on August 20, 2024, where no one spoke in opposition of the application. The Planning Commission unanimously recommended approval with conditions, forwarding the request to the Board of Supervisors for Public Hearing. Attachment (6) is a list of Potential Conditions as recommended by the Planning Commission.

The purpose of the Special Use Permit is to construct a 32-square foot electronic pole sign with a total height of 19 feet on the north side Prince Edward Highway (US Route 460) near its intersection with Milford Lane.

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

Supervisor Jones made a motion, seconded by Supervisor Emert, to approve the Special Use Permit request by Prospect Gospel Tabernacle Church for the installation of a 32-square foot electronic pole sign with a total height of 19 feet with the following conditions; the motion carried:

Aye:

Absent:

Nay: None

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

Special Use Permit – Prospect Gospel Tabernacle Church Tax Parcel Map #: 031-A-40 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 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 submitted 7/9/2024 are hereby made part of these development conditions.
- 2. Final sign permit zoning and building permit applications for the one (1) electronic sign shall be submitted to the Planning and Community Development office for final review and approval pursuant to Appendix B of the Prince Edward County Code (Zoning) and Chapter 18 of the Prince Edward County Code (Buildings and Building Regulations).

GENERAL

3. All landscaping around sign shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County Planning and Community Development Director. Any vegetation found to

be of poor condition shall be replaced and/or improved at the reasonable direction of the Planning and Community Development Director or his designee.

- 4. No sign shall be may be located within VDOT right-of-way or impede sight distance.
- 5. Site signage shall be limited to Pole type, one 32 square foot sign not to exceed nineteen (19) feet in total height.
- 6. Sign installation shall be in conformance with all applicable provisions of federal, state, and local statues and regulations.
- 7. Any sign lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road.
- 8. 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.
- 9. 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: North Branch Solar, LLC, Special Use Permit

Chair Cooper-Jones announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering an application request by North Branch Solar, LLC for a Special Use Permit to construct and operate a 3MW ac solar energy facility on a 40-acre portion of land totaling 147.5+/- acres denoted as Tax Map Parcel 043-A-34, located on the east side of Thomas Jefferson Highway (State Route 47), across from its intersection with Point Road (State Route 725), which is zoned A-1, Agricultural Conservation and the use requires a Special Use Permit. Notice of this hearing was advertised according to law in the Wednesday, August 28, 2024 and Friday, August 30, 2024 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The County has received an application request by North Branch Solar, LLC for a Special Use Permit to construct and operate a 3MW ac solar energy facility on a 40-acre portion of land totaling 147.5+/- acres denoted as Tax Map Parcel 043-A-34, located on the east side of Thomas Jefferson Highway (State Route 47), across from its intersection with Point Road (State Route 725), which is zoned A-1, Agricultural Conservation and the use requires a Special Use Permit.

The purpose of the Special Use is to allow for the location of a solar energy facility. The applicant

stated that the proposed facility will not be seen nor heard and will not impact adjacent properties. The facility will not generate noise, light, dust, odor, fumes, or vibrations. Water quality will be addressed according to Virginia Stormwater Management Permit requirements and the site will not generate any significant amount of traffic with the main traffic occurring temporarily during the construction phase.

The Planning Commission held a public hearing on August 20, 2024, where no one spoke in opposition of the application. The Planning Commission unanimously recommended approval with conditions, forwarding the request to the Board of Supervisors for Public Hearing. The Board was presented with a list of 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.

Supervisor Emert asked why the portion of the proposed project that had been included in a previous project had not moved forward. Mr. Love said he was unsure as it was before his time with Prince Edward County.

Chair Cooper-Jones opened the public hearing.

John Townsend, Sun Tribe, stated this is the company's second project within the county; the first project in Elam is currently under construction. Mr. Townsend said this project is approximately 38-acres in size. This project will preserve the land and allow it to stay in the family; there is no health or safety issue and the project will not be a burden to taxpayers. He said this project will provide revenue and will be a quiet, rural neighbor.

Mr. Townsend reviewed the background of the Sun Tribe company. He then reviewed project details, stating this is a 3MWac solar project with no battery storage. The property owner will use the remainder of their property for cattle and timber use. This will offer a low visual profile and will connect to existing transmission lines. He then reviewed the benefits of solar [energy], and discussed the components of the solar panels and their construction. Mr. Townsend said these last up to 40 years at which point the entire facility is removed. He said the decommissioning bonds are updated every five years.

Supervisor Gilliam questioned how the site is monitored and how often. Mr. Townsend said there is a direct line to the energy company that can tell is energy production is down; he said typically they are inspected every six to twelve months in addition to the normal land maintenance.

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Supervisor Jones asked how many projects [Sun Tribe] has done. Mr. Townsend said there are approximately 80 larger projects and between five to twenty of this size.

Supervisor Jones then asked how many Sun Tribe still owns. Mr. Townsend stated it is likely that someone other than Sun Tribe would eventually own this project, and it would likely be Dominion [Power], but there are other companies. He said even if the project changes hands, the legally binding agreements are still in force, even if the name [of the company] changes.

Supervisor Jones asked if any of the projects have reached their full lifespan yet; Mr. Townsend said their sister company is preparing to decommission a site with Dominion.

Supervisor Jones asked where the sister company plans to dispose of the panels. Mr. Townsend replied that they would like to recycle [the panels]; there are about 26 centers in the United States and two are in North Carolina. He said the first option is to repurpose the materials.

Supervisor Emert asked about the native grasses [intended to be used]. Mr. Townsend stated he worked with Timmons [Group] to provide a list.

Supervisor Emert then asked why Fire and Rescue squads have not been trained. Mr. Townsend stated the Conditions require provision of EMS Training, through a process approved by Mr. Love and Mr. Pyle. He said third parties can also train; he added the facilities are not inherently flammable as they are largely grass and panels.

Supervisor Emert stated there have been two fires due to a line being cut. He then reviewed inconsistencies in the documents; discussion followed.

Mr. Love stated the traffic and road use was put before and approved by VDOT; he said Trey Pyle is working with them on firefighting training. Further discussion followed.

Supervisor Emert questioned the size of the fence; Mr. Townsend said they typically use a six-foot fence with barbed wire over the top, which makes it seven-feet high. He said the National Electric Code uses a seven-foot fence.

Supervisor Emert asked who pays for erosion sediment. Mr. Love said if the company applies to the County, the County collects any penalty, but if they apply to DEQ, then DEQ would assess and collect any penalty.

Supervisor Emert discussed the panels and decommissioning, stating there isn't a landfill east of the

Mississippi that will accept them. Mr. Townsend said he isn't sure why they would be restricted.

Supervisor Emert then questioned the surety bonds, testing, and changes that may take place within 60 days of the contract. Mr. Love stated if there is a difference, the company "or assigned" is responsible.

Supervisor Emert then stated he would like to see the County put a moratorium on [solar projects] for a year to see what comes of these [already approved].

Chloe Hodges, Energy Right, said her organization is to make sure energy projects are good neighbors and to ensure the property rights of landowners. She encouraged anyone with questions to call her.

Andrew Elder, Buffalo District, spoke in support for this project.

There being no one further wishing to speak, Chair Cooper-Jones closed the public hearing.

Mr. Townsend stated VDOT reviewed the site and wouldn't allow if there were safety concerns. He said there will be flaggers and they could use shorter trucks [to deliver the materials]. He said the panel makeup is safe and will not harm the County or the property.

Supervisor Watson said he knows professors that are environmentalists who do not fear this type of project.

Supervisor Watson made a motion, seconded by Supervisor Jenkins, to approve the Special Use Permit request by North Branch Solar, LLC for the proposed 3MWac solar energy facility with the following conditions; the motion carried:

Aye: Absent: Pattie Cooper-Jones Nay: Victor "Bill" Jenkins Odessa H. Pride Cannon Watson Jerry R. Townsend

J. David Emert E. Harrison Jones

Abstain: Llew W. Gilliam, Jr.

North Branch Solar, LLC PRINCE EDWARD COUNTY, VIRGINIA Special Use Permit Conditions

SECTION I. GENERAL PROVISIONS

 This Special Use Permit applies to the following properties for which a special use permit application was submitted: Tax Map Parcel Identification Number: 043-A-34 The Special Use Permit application was submitted on 07/17/2024 by North Branch Solar, LLC on behalf of the owners of the said properties, and compliance with these conditions is the

express duty of, and these conditions shall bind, the Applicant and any assignee of the Applicant who operates the Solar Facility.

- 2. The Site shall be developed, constructed, operated, and decommissioned in compliance with all of the following:
 - a. All applicable federal, state, and local laws, statutes, ordinances, and regulations.
 - b. All written agreements entered into between the Applicant and the County, expressly including, but not limited to, a Solar Facility Siting Agreement.
 - c. The Site Plan approved by Prince Edward County.
 - d. The Decommissioning Plan approved by Prince Edward County.
 - e. The Emergency Response Plan approved by Prince Edward County.
 - f. The Construction Traffic Management Plan approved by Prince Edward County.
 - g. The Erosion and Sediment Control Plan approved by Prince Edward County.
 - h. The Stormwater Management Plan approved by Prince Edward County and/or DEQ.

Violation by the Applicant or by any one or more of Applicant's agents, employees or contractors of any terms, conditions, or provisions of any of the foregoing shall constitute a violation of this Special Use Permit if Applicant has failed to begin and diligently pursue (or has failed to cause its agents, employees or contractors, as applicable, to begin and diligently pursue) correction of the violation within thirty (30) days after written notice by the County to Applicant.

- 3. The following terms shall have the following meanings if or when used in these Conditions:
 - a. **"Abandoned"** means the discontinuation of power generation by the Solar Facility for a period of at least 180 consecutive days, except in the event of a force majeure event requiring reconstruction.
 - b. "Applicant" " means North Branch Solar, LLC.
 - c. **"Approved Site Plan"** means the detailed drawing showing all equipment, excavation, landscaping, and other changes or improvements to be made to the real property or properties for the development of the Project following approval of the Special Use Permit Application by the Prince Edward County Planning Commission, and the Prince Edward County Board of Supervisors and administrative review and approval by Prince Edward County staff.
 - d. "Board" means the Board of Supervisors of Prince Edward County, Virginia.
 - e. **"Commercial Operation"** means the period beginning on the date that the sale of electricity generated from the Solar Facilities to a third party through the Grid commences pursuant to a Power Purchase Agreement and terminating contemporaneously with the commencement of Decommissioning.
 - f. "County" means Prince Edward County, Virginia.
 - g. "County Administrator" means the county administrator of Prince Edward County, Virginia.
 - h. **"Decommission" or "Decommissioning"** or **"Decommissioning Activities"** means the work on the Solar Facility to remove improvements on the real property and to otherwise comply with the Decommissioning Plan.
 - i. **"Decommissioning Commencement Date"** means the earliest date on which Decommissioning is required to begin under the terms set forth in these Special Use Permit Conditions.
 - j. **"Decommissioning Plan"** means the plan for Decommissioning Activities submitted by North Branch Solar, LLC and approved by the County.

k. "Grid" means the interconnected network for delivering electricity from producers to consumers (consisting of generating stations, electrical substations, high voltage transmission lines, and distribution lines that connect individual customers) to which the Project is connected and provides power.

- 1. **"Investor Owned Utility Company"** means an electric utility as defined in Section 56-576 of the Code of Virginia.
- m. **"Operator"** means any party which undertakes the management, maintenance, and operation of the Solar Facility, including, but not limited to, as assignee of the Applicant.
- n. **"Power Purchase Agreement"** means the written agreement pursuant to which electricity generated from the Solar Facilities is sold to a third party.
- o. **"Project"** means the Solar Facility on the parcel, including the following: (i) the development, design, procurement, construction, installation, commissioning, testing, interconnection, and start-up of the Solar Facility on the Site; (ii) the operation, repair, replacement, and maintenance of the Solar Facility on the Site; and (iii) the decommissioning and removal of the Solar Facility from the Site.
- p. "Related Entity" or "Related Entities" means any two or more entities described in I.R.C. § 267(b).
- q. **"Site" or "Solar Facility Site"** means all properties to be leased or purchased by the Applicant or any Related Entity for development in connection with the Project, identified as follows: Prince Edward County Tax Map Identification Number 043-A-34.
- r. **"Site Plan"** means the detailed drawing showing all equipment, landscaping, roads, retention facilities, fencing, buffers, and other changes or improvements to be made to the real property or properties for the development of the Project.
- s. **"Solar Facility"** or **"Solar Facilities"** means the Site together with all equipment, apparatus, or other items of personal property used for the construction, operation, or decommissioning of the Project.
- t. **"Surety Review Date"** means the date by which the Applicant will update the cost estimate in the Decommissioning Plan every five (5) years and reimburse the County for the actual and reasonable, out-of-pocket costs of each such independent review and analysis by a licensed engineer of each decommissioning cost estimate revision.
- 4. The Site shall be developed in general conformance with the information and exhibits submitted with the Special Use Permit application (the "SUP" Application), except as modified by associated conditions, the Approved Site Plan, and as required by the land development ordinances of Prince Edward County.
- 5. This Special Use Permit (SUP) is issued to the owners of the properties for which the special use permit application was submitted (the Properties) and shall run with the land unless and until this SUP is revoked, expires, or is voided.
- 6. An Approved Site Plan shall be required for this use.
- 7. Prior to the issuance of construction permits, the Applicant shall record in the Circuit Court Clerk's Office of Prince Edward County, Virginia a plat of survey delineating the property boundary and total acreage.
- 8. The Applicant shall submit an Emergency Response Plan (the "ER Plan") with the submission of the Site Plan. The ER Plan shall include fire suppression methods that can be deployed during both the construction and operation of the project. The ER Plan shall also include a program of education and training to be provided for County emergency response staff covering onsite emergency response.
- 9. Unless approved in writing by the County, no signage shall be permitted on the Site; except that signage containing notices, warnings, or other information, if required by law or by applicable codes and standards, or deemed by the County to be in the interest of the safety and welfare of the community, shall be required.

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- 10. North Branch Solar, LLC will reimburse, or cause to be reimbursed, to the County all reasonable, out-of-pocket costs and fees incurred for professional services engaged for purposes of assisting the County during the application process and during construction, including, but not limited to, legal fees and consulting fees; however legal fees shall not be assessed to North Branch Solar, LLC after construction is completed. The purpose of the reimbursement payments is to defray the costs and expenses incurred by the County in connection with (i) the zoning and permitting processes related to the approval of the Solar Facility, (ii) the permitting process with federal and state agencies, as applicable, and (iii) the construction of the Solar Facility. Should the special use permit application submitted by North Branch Solar, LLC for the Project not be approved by the County, no reimbursement under this paragraph will be owed by North Branch Solar, LLC to the County.
- 11. The Project owner or operator will, in coordination with the Prince Edward County Fire Department, provide education and training on how to respond in the event of a fire or other emergency on the premises. "Knox Boxes" will be added at access gate locations, so that Fire Department resources can gain access inside the security fence.

SECTION II. BUFFERS, HEIGHTS, AND SETBACKS

e.

- 12. Buffers throughout the Site shall include the following:
 - a. All setbacks shall be no less than those shown on the site plan approved by Prince Edward County.
 - b. The Site Plan will identify a maximum extent of Project area, outside of which solar panels or other equipment will not be located. The solar panels or other equipment of the Solar Facility will not be located within the standard setbacks established by Section 7-110 (D) of the County Ordinance.
 - c. The Site Plan will include a vegetative buffering plan (the "Vegetative Buffer Plan") that will limit the visibility of the Solar Facility from the public rights-of-way adjacent to the Site. For purposes of this Condition, "Solar Facility" does not include the perimeter security fencing, gravel access road, or interconnection equipment. Also, the "Solar Facility" is not an objectionable feature, within the meaning of County Ordinance Section 7-110 (F). All vegetative buffering areas, as shown on the Vegetative Buffer Plan, shall enable insolation of the Solar Facility and may be both natural and planted, shall be a part of the approved Project, and should be protected from harvest so long as the Site is operated as a solar facility.
 - d. Vegetative buffering areas shall be installed (pursuant to the screening suggestions attached as Exhibit A) and, as necessary, managed to ensure health and preservation of the vegetation. Any vegetative buffering that is dead during the operating period shall be removed and replaced in conformance with the approved site plan, within a six (6) month time period during a typical growing period. The type and height of replacement vegetation shall be similar to that of which was originally planted during construction. In the event that the vegetative buffering is severely damaged due to an unusual weather occurrence or natural catastrophe, the Project shall have one year or one growing season, whichever is sooner, to replace or replant.
 - A 15' screening buffer shall be observed with any bordering standing timber harvested after construction of the solar facility.

- f. Electrical lines leaving the solar facility shall be underground until the point of reaching the first pole outside of the facility as to not impact the screening plan unless:
 (a) otherwise approved by the County in the final site plan; (b) otherwise approved by the County in connection with building permit approvals, including electrical permits; (c) underground lines conflict with other applicable permitting standards, including environmental permits; or (d) underground lines are not reasonably practical given site constraints.
- g. Any historical resources of significance as determined by the Virginia Department of Historic Resources Map shall be assessed in consultation with VDHR, and if VDHR requires preservation measures, these will be reflected on the Site Plan.
- h. The maximum height of ground mounted systems, equipment, and structures, as measured from the grade or base of the improvements to the highest point, shall not exceed eighteen (18) feet in height. Excluded from this height requirement are overhead electric distribution and transmission lines and poles, project substation, and utility switchyard.

SECTION III. CONSTRUCTION, TRAFFIC, and ROAD REPAIRS

- 13. Subject to compliance with applicable site safety requirements and upon reasonable prior notice, the County Administrator, building official, zoning administrator, or environmental codes and compliance officer, or any party or parties designated by any one or more of those county officials, including other federal, state, or local government officials, shall be allowed to enter the Site at any time during construction. Once the facility has commenced Commercial Operation, subject to compliance with applicable Site safety requirements, County officials may enter the Site upon at least one week's advance notice to the Solar Facility liaison.
- 14. All construction entrances for the Site shall be in general conformance with the information and exhibits submitted with this Special Use Permit application and must be authorized and approved by the Virginia Department of Transportation (VDOT).
- 15. All construction activity shall be conducted during daylight hours Monday-Saturday. Activities allowed on Sundays include only the following: onsite planning, walking and riding the Site by passenger vehicle (not heavy construction trucks or equipment), office work, and other activities that do not produce large quantities of traffic on the surrounding roads or loud construction noises within the Site. The Applicant shall comply with the Prince Edward County Noise Ordinance Chapter 46, Article II during operation but shall not be required to do so during construction.
- 16. All heavy construction traffic, including, but not limited to, dump trucks, tractors and trailers, supplier vehicles, and trucks hauling equipment shall enter the site at the designated private driveway along Llama Road.
- 17. The Applicant shall submit a Construction Traffic Management Plan ("CTMP") as part of the Site Plan. The CTMP shall address traffic control measures, an evaluation of the condition of the public roads along the Delivery Routes prior to construction, and a description and an estimate of any anticipated repairs to public roads that may arise due to damages attributable to construction of the Solar Facilities, which CTMP must be reviewed by a third-party selected by the County and paid by, and at the sole cost of, the Applicant.
- 18. Dust containment measures shall be utilized at all times, as necessary, to contain dust from constituting a nuisance to nearby residents.
- 19. No burning of stumps and/or debris will be allowed onsite at the subject solar facility.

- 20. The Solar Facilities shall be enclosed within chain link security fencing not less than six (6) feet in height.
- 21. The Project will not utilize permanent lighting. If installed at a later date, lighting will be downward facing, motion activated security lighting located at the Project entrance gate or at the control panels near the equipment pad.
- 22. Prior to commencement of construction, the Applicant shall provide the County a bond equal to 100% of the cost of the anticipated repairs to be made to the public road along the Delivery Routes, as defined in paragraph 22 below, including the entire public right of way along the Delivery Route. The bond may be in the form of a letter of credit, a surety bond, or a cash bond given to the County, to be held by the County without interest, but the form of any surety bond must be approved by the County Administrator. The County will release, return, and terminate the roadway surety upon completion of construction and Commercial Operation of the Project.
- 23. Delivery Routes to the site shall include State Route 47 (Thomas Jefferson Highway) to the private road (Llama Road) to the North Branch Solar, LLC site entrance.
- 24. The Solar Facilities shall have commenced construction within three (3) years of approval. The Board of Supervisors may approve one extension of up to one (1) year upon written request from the Applicant detailing the need for an extension.
- 25. Solar panels will be constructed, maintained, and operated in accordance with national industry standards and regulations including the National Electrical Code, International Fire Code of the International Code Council and the National Fire Protection Association Fire Code, as provided in Va. Code 15.2-2286. In the event of a conflict between the national industry standards and these Conditions, the national industry standards shall control so that as technology advances, updated technology may be used by the Applicant. Notwithstanding any of the foregoing, the use of any of the following materials at any time, whether in construction, maintenance, or operation of the facility.
- 26. Storage on the Site of power generated by the Facility or generated elsewhere is prohibited.
- 27. No panels, inverters, pyranometers, substations, or any other component of the Solar Facility, except fencing, shall be located in a floodplain.
- 28. Upon completion of the construction of the Solar Facilities, the Applicant shall submit a postconstruction evaluation of the condition of the roads along the Delivery Routes to the County Administrator for approval. The post-construction evaluation shall include a plan for repairing any damage caused to the public roads along the Delivery Route directly attributable to the Applicant. The Applicant shall be responsible for causing such repairs to be completed to the satisfaction of the VDOT and shall be responsible for coordination of repairs with VDOT. All roadway repairs along the Delivery Routes shall be made at the sole expense of the Applicant.

SECTION IV. ENVIRONMENTAL

29. The Applicant shall submit a Stormwater Management Plan and an Erosion and Sediment Control Plan as part of the Site Plan. The Applicant shall reimburse, or cause to be reimbursed to, the County all reasonable, out-of-pocket costs incurred by the County related to retaining such third-party inspectors, plan reviewers, and advisors as reasonably necessary for project review and inspections. All such payments shall be remitted to the County within thirty (30) days of invoicing. The County shall retain the right to inspect the Site to verify the findings of the third-party inspectors upon reasonable, prior notice and subject to compliance with Site safety requirements. The phasing of land disturbance shall be detailed in the Erosion and Sediment Control plan and accompanying project narrative.

- 30. Stabilization of the Site shall be maintained at all times in compliance with Virginia Department of Environmental Quality (DEQ) standards, rules, requirements, and regulations. The Applicant and the Operator, or either one of them, shall notify the County within twenty-four (24) hours of receiving any DEQ notice of less than full compliance by the Project and shall, within forty-eight (48) hours of receipt, provide the County with a copy of the notice. Thereafter, the Applicant and the Operator, or either one of them, shall provide to the County within forty-eight (48) hours of transmission or receipt copies of all correspondence with DEQ regarding Project noncompliance issue until such time as the matter is fully resolved to the satisfaction of DEQ.
- 31. Soil testing shall be conducted on the Site as follows:
 - a. Testing shall be conducted in no less than three (3) locations on the Site, at least one location being within proximity to panels of each different type or manufacturer. Samples will be collected from a depth of six inches below ground surface.
 - b. Testing shall be conducted prior to the issuance of a land disturbance permit and annually thereafter. Testing also shall be conducted immediately prior to Decommissioning and immediately following the termination of Decommissioning.
 - c. Samples shall be analyzed for Priority Pollutant 13 Metals (arsenic, antimony, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc) in accordance with EPA methods SW 6020, SW 6020A, SW1312, and 200.8.
 - d. Testing shall be performed by a service provider retained by the Operator but approved by the County.
 - e. A test report for each testing event, including an executive summary, shall be provided to the Prince Edward County zoning administrator within ten (10) days of the completion of such report.
 - f. No costs shall be incurred by Prince Edward County for soil testing or reports of soil testing provided to Prince Edward County.

SECTION V. DECOMMISSIONING

- 32. Decommissioning shall be conducted in accordance with the Decommissioning Plan approved by Prince Edward County.
- 33. The Applicant or the Operator shall provide a Notice of Decommission to the County Administrator of Prince Edward County within thirty days of a determination to cease Operation of the Solar Facility.
- 34. Prior to the commencement of construction, the Applicant shall submit to the County and receive County approval of a Decommissioning Plan. The Applicant shall comply with all terms and conditions of the Decommissioning Plan as approved by the County. The Decommissioning Plan at a minimum shall include provisions regarding the following:
 - a. Specifications for the removal of all solar equipment, buildings, cabling, electrical components, foundations, pilings, and fencing.
 - b. A requirement that all Site real property must be restored to the condition of the property as of the date Construction commences (reasonable wear and tear excepted).

- c. A requirement that the property must be stabilized so as to adequately control, prevent, and minimize any and all erosion or sediment runoff, consistent with the approved Erosion and Sediment Control Plan.
- 35. Decommissioning shall begin immediately after the Facility has, for a period of six (6) consecutive months, ceased operating as a solar energy facility distributing energy to the electrical grid and shall be diligently pursued, as determined by the County in its sole discretion, and completed within eighteen (18) months from the Decommissioning Commencement Date. Prior to its expiration, the County may extend this Decommissioning period by six (6) months if the County finds that the Operator commenced Decommissioning the Solar Facility diligently and continuously worked to Decommission the Facility throughout the Decommissioning period, and is reasonably expected to complete the Decommissioning within the additional six-month period.
- 36. Periods during which the Facility is not operational for maintenance, repair, or due to a catastrophic event beyond the control of North Branch Solar, LLC during which time North Branch Solar, LLC works diligently to return the Facility to full Commercial Operation, shall not constitute the cessation of operations requiring the initiation of Decommissioning requirements herein. North Branch Solar, LLC must provide written notice and evidence of the Solar Facility status and repair efforts to the County Administrator during the period in which the Solar Facility is not fully operational. Such notice shall identify the last day on which the Facility was fully operational. Regardless of the efforts of North Branch Solar, LLC to return the Solar Facility to full Commercial Operation, if the Solar Facility does not operate as a solar energy facility distributing energy to the electrical grid after the catastrophic event for a period of eighteen (18) months, the Project shall be deemed Abandoned and North Branch Solar, LLC shall commence Decommissioning no later than the 548th day after the catastrophic event.
- 37. Any change of party responsible for Decommissioning of the facility, or change in any part of the contact information, shall be reported to the County Administrator within sixty (60) days of the change(s).
- 38. If Decommissioning Activities are not completed within the allotted time, or if the Project is Abandoned, the County may complete or have completed at its expense the Decommissioning Activities required under the terms of the Decommissioning Plan and may recover all costs of completing those Decommissioning Activities from the surety provided as set forth herein.
- 39. To secure the costs of Decommissioning, North Branch Solar, LLC or its successor shall at all times, beginning at commencement of construction and until the termination of Decommissioning, provide financial surety in a form and in an amount approved by the County. If the Solar Facility is transferred to a public utility or an Investor or Member Owned Utility Company (e.g.: Dominion Energy, Old Dominion Electric Cooperative or its successor entity), the surety required of the Applicant may be cancelled at the time of the transfer and no further surety will be required.
- 40. The amount of the surety required shall be 100% of the estimated Decommissioning costs estimated at each Surety Review Date, less the scrap or repurposing value of the Solar Facility. The estimated costs and surety to meet the above requirements shall be reviewed by the County Administrator on each Surety Review Date, at which time the County Administrator shall determine if the estimates adequately reflect the Decommissioning costs and any scrap or repurposing value and that the surety will guarantee performance. Should the County Administrator determine that estimated costs and surety are insufficient, the County Administrator and North Branch Solar, LLC shall mutually agree to determine the correct surety amount; and North Branch Solar, LLC shall then provide the agreed, adequate surety within one hundred eighty (180) days following the Surety Review Date or, if later, within

thirty (30) days after the County Administrator and North Branch Solar, LLC agree on the adequate surety amount.

41.

b.

Surety must be provided in the form of a cash bond deposited with the County; by an irrevocable letter of credit provided for the County's benefit; or by a surety bond listing the County as the obligee, a hypothecated account, an escrow account, or a guaranty issued by a credit-worthy entity, or as otherwise provided in Section 15.2-2241.2 of the Code of Virginia.

a. A cash bond shall be in the form of a cashier's check or certified check deposited with the County which has cleared all issuing institutions. Any interest accruing on such funds shall be added to the total amount and retained by the County for Decommissioning. The deposit shall be accompanied by a letter agreement, acceptable to, and issued by, the County Administrator, confirming that the cash deposit is to be held by the County to guarantee the performance of the Decommissioning work required herein, and should the Solar Facility be Abandoned or should the Decommissioning work not be diligently undertaken or performed according to the requirements herein, or should the Special Use Permit be revoked, lapse, expire, or be voided due to violation thereof, the County may expend the deposited funds to undertake the Decommissioning work required herein, without more, after providing written notice to the person identified as owner of the property in the land records of Prince Edward County as of the date of the notice. Within six (6) months of the completion of the Decommissioning work required herein by a person or entity other than the County or a contractor engaged by the County, as confirmed by the County Administrator, the cash bond and accrued interest, less any amounts expended by the County as allowed herein, shall be released and paid to North Branch Solar, LLC or, if the Project has been Abandoned, to the person identified as owner of the property in land records of Prince Edward County as of the date of the completed Decommissioning or as otherwise directed by that owner of the property.

An irrevocable letter of credit shall mean an instrument provided by a lending institution guaranteeing payment to the County within seventy-two (72) hours of the County's written notice to the institution that the Solar Facility has been Abandoned or the Decommissioning Activities have not been diligently undertaken or performed according to the requirements herein and demand to the institution for the funds, without more. The letter of credit shall have no expiration date or required renewal and shall remain in effect for the benefit of the County and shall under no circumstances be withdrawn before the Decommissioning Activities required herein are completed or the amount guaranteed has been fully drawn by the County. The letter of credit shall require that the County be notified thirty (30) days prior to any cancellation or alteration of the letter of credit. Should the County receive notice that the letter of credit will be cancelled or otherwise become unavailable or decrease, or should this Special Use Permit be revoked, lapse, expire or be voided due to violation thereof by North Branch Solar, LLC, the County may, immediately draw down the entirety of the letter of credit and convert the surety to a cash bond to be deposited with the County and subject to the terms herein; this shall be specifically reflected in the language of the irrevocable letter of credit. The County may expend the guaranteed funds, without more, to undertake the Decommissioning Activities required herein and required pursuant to the terms of the Decommissioning Plan after providing written notice to North Branch Solar, LLC or, if the Project is Abandoned, to the person identified as the owner of the Property in the land records of Prince Edward County as of the date of the notice. Within six (6) months following the completion of the Decommissioning Activities required herein and required pursuant to the terms of the Decommissioning Plan by a person or entity other than the County or a contractor engaged by the County, as confirmed by the County Administrator, the letter of credit shall be released by the County and any amounts drawn on the

letter of credit, less any amounts expended by the County as allowed herein, shall be released and paid to North Branch Solar, LLC or, if the Project has been Abandoned, to the person identified as owner of the property in land records of Prince Edward County as of the date of the completed Decommissioning or as otherwise directed by that owner of the property.

- A surety bond shall mean a bond issued by a company with an AM Best rating of c. A++, that is treasury listed, and that is licensed to do business in the Commonwealth of Virginia. The surety bond shall list the County as an obligee and shall remain in effect for the benefit of the County and shall under no circumstances be withdrawn or cancelled before the Decommissioning Activities required herein and required by the terms of the Decommissioning Plan are completed or the amount guaranteed has been fully paid to the County. The surety bond shall require that the County be notified thirty (30) days prior to any cancellation or alteration of the bond. Should the County receive notice that the surety bond will be cancelled or otherwise become unavailable or decrease below the limits required herein, or should the Special Use Permit be revoked, lapse, expire or be voided due to violation thereof by North Branch Solar, LLC, the County may, immediately file a claim, for the entirety of the amount of the bond, the guarantor shall pay the amounts guaranteed and the County shall convert the surety to a cash bond to be deposited with the County and subject to the terms herein; this shall be specifically reflected in the language of the surety bond. The County may expend the guaranteed funds, without more, to undertake the Decommissioning Activities required herein and required pursuant to the terms of the Decommissioning Plan, after providing written notice to North Branch Solar, LLC, or, if the Project is Abandoned, to the person identified as the owner of the Property in the land records of Prince Edward County as of the date of the notice. Within six (6) months following the completion of the Decommissioning Activities required herein by a person or entity other than the County or a contractor engaged by the County, as confirmed by the County Administrator, the surety bond shall be released by the County, and the bond funds paid to the County less any amounts expended by the County as allowed herein, shall be released and paid to North Branch Solar, LLC or, if the Project has been Abandoned, to the person identified as owner of the property in land records of Prince Edward County as of the date of the completed Decommissioning or as otherwise directed by that owner of the property.
- 42. Should this Special Use Permit be revoked, lapse, expire, or be voided due to violation thereof, the County may immediately draw down all of the surety funds and convert them into a cash bond for purposes of Decommissioning as set forth hereunder and as set forth in the Decommissioning Plan. In such case, no contractual agreement shall be required for the cash bond. This shall be reflected in the surety provided.
- 43. Should the funds guaranteed for the Decommissioning Activities for any reason not be sufficient for the County to complete the Decommissioning Activities as allowed for herein and as set forth in the Decommissioning Plan, North Branch Solar, LLC or its successor, shall be and shall remain liable to the County for the difference between the guaranteed funds and the amounts required to Decommission the Solar Facility and shall pay the difference to the County upon demand. The County shall not be liable to any party in any way for the funds drawn pursuant to the conditions set out herein and expended in relation to Decommissioning.
- 44. Should the Facility be Abandoned, or should the Special Use Permit be revoked, lapse, expire, or be voided due to violation thereof, or should the Decommissioning Activities not be diligently undertaken or performed, and should the County draw down the funds for the purpose of performing the Decommissioning Activities and mobilize its contractors to perform the Decommissioning Activities or otherwise incur liability to its contractors for the performance of the Decommissioning Activities, North Branch Solar, LLC, its successor or agent, shall have no right to perform the Decommissioning Activities unless specifically

authorized by the County in a writing that confirms that the County has incurred no liability to any contractors to perform the Activities or that any such liability is transferrable as deemed acceptable to the County. The Applicant or the Operator shall immediately, upon written demand by the County or any person or entity authorized to act on behalf of the County, without more, grant or release to the County, or any person or entity authorized to act on behalf of the County, under terms deemed acceptable by the County, all necessary real property rights, personal property rights, either or both, as determined solely by the County, other than fee simple ownership or a leasehold interest of the real property, so that the County or any person or entity authorized to act on behalf of the County may undertake any required Decommissioning Activities that have not otherwise been performed as required. This shall include, but may not be limited to, releasing any interest in the personal property, facilities, fixtures, and structures which are to be removed and recycled, disposed of, or otherwise demolished.

In Re: Public Hearing - North Branch Solar, LLC, Siting Agreement

Chair Cooper-Jones announced that this was the date and time scheduled for a public hearing to receive citizen input, pursuant to §15.2-2316.S(B) of the Code of Virginia, consideration of a siting agreement by North Branch Solar, LLC, related to a 3MWac solar energy facility on Tax Map Parcel 043-A-34, located on the east side of Thomas Jefferson Highway (State Route 47), across from its intersection with Point Road (State Route 725). Notice of this hearing was advertised according to law in the Wednesday, August 28, 2024 and Friday, August 30, 2024 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The County has been in negotiations with North Branch Solar, LLC for a siting agreement related to construction and operation a 3MWac solar energy facility on a 40-acre portion of land totaling 147.5+ /- acres denoted as Tax Map Parcel 043-A-34, located on the east side of Thomas Jefferson Highway (State Route 47), across from its intersection with Point Road (State Route 725), which is zoned A-1, Agricultural Conservation.

Pursuant to §15.2-2316.S(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 agreement for the 3MWac site includes a one-time upfront voluntary payment of \$45,000

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(\$15,000 per MWac) plus an annual payment of \$1,400 per MWac. The Board was presented with an updated

Economic & Fiscal Contribution to Prince Edward County, Virgina for the project.

Chair Cooper-Jones opened the public hearing.

There being no one wishing to speak, Chair Cooper-Jones closed the public hearing.

Supervisor Watson made a motion, seconded by Supervisor Jenkins, to approve the Siting Agreements with North Branch Solar, LLC for the proposed 3MWac solar energy facility; the motion carried:

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

SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (the "<u>Agreement</u>"), dated as of ______ (the "<u>Effective</u> <u>Date</u>"), is made by and between Prince Edward County, Virginia, a political subdivision of the Commonwealth of Virginia (the "<u>County</u>"), and North Branch Solar, LLC, a Virginia limited liability company (the "<u>Applicant</u>"). The County and the Applicant are referred to herein each as a "<u>Party</u>" and collectively, the "<u>Parties</u>".

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 "<u>Project</u>") on certain real property in the County identified as Tax Map Parcel Number 043-A-34 (the "<u>Property</u>");

WHEREAS, the Project will be three (3) 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 Special Use Permit ("SUP Number") for the Project dated September 10, 2024 (the "<u>SUP</u>"), which SUP 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 SUP, 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. SUP Conditions. The Applicant acknowledges and agrees that it is bound by all the terms and conditions contained in the SUP. The SUP 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 SUP 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 SUP, 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 one-time payment to the County in the amount of \$45,000.00, payable within a. six (6) months of the Commercial Operation Date (as defined below) (the "Initial Payment").

Annual payments as set forth in **Exhibit A** attached hereto and incorporated b. 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

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.

"<u>Termination Date</u>"), 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. Notwithstanding Section 70-242(a) of the Code of the County of Prince Edward, Virginia, and pursuant to Virginia Code § 58.1-2606.1(B), the Annual Payments shall constitute the assessment of a revenue share on the Project by the County.

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 the 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. The County acknowledges the Planning Commission's determination made on or about August 20, 2024 finding the Project in substantial accord with the County's Comprehensive Plan and hereby accepts, ratifies, and approves of such determination for the reasons stated by the Planning Commission. The County's execution of this Agreement affirms that the Project is 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 $\underline{\text{Exhibit C}}$ hereto (the "<u>Memorandum</u>"), shall be recorded in the land records of the Clerk's Office of the Circuit Court of the County (the "<u>Clerk's Office</u>"). 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:

North Branch Solar, LLC 107 5th Street Southeast Charlottesville, VA, 22902

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-ofthe-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.

R 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.

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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.

North Branch Solar, LLC, a Virginia limited liability company

| Bv: | | | |
|-------------|------|--|-------|
| _ J• | | | _ |

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 3 MWac, and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate.

Initial Payment: \$45,000.00 due within six (6) months of the Commercial Operation Date.

Annual Payments:

| Year of Commercial Operation ² | Annual Payment |
|--|----------------|
| 1 | \$4,200.00 |
| 2 | \$4,200.00 |
| 3 | \$4,620.00 |
| 4 | \$4,620.00 |
| 5 | \$4,620.00 |
| 6 | \$4,620.00 |
| 7 | \$4,620.00 |
| 8 | \$5,082.00 |
| 9 | \$5,082.00 |
| 10 | \$5,082.00 |
| 11 | \$5,082.00 |
| 12 | \$5,082.00 |
| 13 | \$5,590.20 |
| 14 | \$5,590.20 |
| 15 | \$5,590.20 |
| 16 | \$5,590.20 |

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

| 17 | \$5,590.20 |
|----|------------|
| 18 | \$6,149.22 |
| 19 | \$6,149.22 |
| 20 | \$6,149.22 |
| 21 | \$6,149.22 |
| 22 | \$6,149.22 |
| 23 | \$6,764.14 |
| 24 | \$6,764.14 |
| 25 | \$6,764.14 |
| 26 | \$6,764.14 |
| 27 | \$6,764.14 |
| 28 | \$7,440.56 |
| 29 | \$7,440.56 |
| 30 | \$7,440.56 |
| 31 | \$7,440.56 |
| 32 | \$7,440.56 |
| 33 | \$8,184.61 |
| 34 | \$8,184.61 |
| 35 | \$8,184.61 |
| 36 | \$8,184.61 |
| 37 | \$8,184.61 |
| 38 | \$9,003.07 |
| 39 | \$9,003.07 |
| 40 | \$9,003.07 |

<u>Annual Payment for any automatic renewal pursuant to Section 1 of this Agreement</u>: \$9,003.07, escalating at a rate of ten percent (10%) upon the expiration of the forty-second (42^{nd}) year of Commercial Operation, and every five (5) years thereafter.

EXHIBIT B

SPECIAL USE PERMIT

EXHIBIT C

FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Prince Edward Tax Map ID No. 043-A-34

[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.]

41

MEMORANDUM OF SOLAR FACILITY SITING AGREEMENT

This Memorandum of Solar Facility Siting Agreement (this "<u>Memorandum</u>"), dated and effective as of ______, 2024, is made by and between **Prince Edward County**, **Virginia**, a political subdivision of the Commonwealth of Virginia (the "<u>County</u>") and **North Branch Solar**, **LLC**, a Virginia limited liability company (the "Applicant"), regarding the following:

- <u>Siting Agreement</u>. The County and the Applicant are parties to that Solar Facility Siting Agreement, dated ______(the "<u>Siting Agreement</u>"), 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 ("<u>Project</u>") on that certain parcel of land identified as Prince Edward County Tax Map ID No. 043-A-34 (the "<u>Property</u>").
- 2. <u>Authorization</u>. 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 September 10, 2024.
- 3. <u>Substantially in Accord</u>. The County acknowledges the Planning Commission's determination made on or about August 20, 2024 finding the Project in substantial accord with the County's Comprehensive Plan and hereby accepts, ratifies, and approves of such determination for the reasons stated by the Planning Commission. The County's execution of this Agreement affirms that the Project is substantially in accord with the County's Comprehensive Plan in satisfaction of the requirements of Virginia Code § 15.2-2232.
- 4. <u>Obligations</u>. The Siting Agreement sets forth, *inter alia*, certain obligations of the Applicant to comply with the Special Use Permit approved by the County for the Project, and to make certain payments to the County.
- 5. <u>Siting Agreement Controls</u>. 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. <u>Counterparts</u>. 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 | | |

42

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

Before me, a notary public in and for the jurisdiction aforesaid, this _____ day of _____, 2024, 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:

North Branch Solar, LLC a Virginia limited liability company

| By: | 122 | |
|--------|-----|--|
| Name: | 14 | |
| Title: | | |
| Date: | | |

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

Before me, a notary public in and for the jurisdiction aforesaid, this _____ day of _____, 2024, appeared ______, who acknowledged that they executed the foregoing instrument in their capacity as ______ of _____, a Virginia limited liability company, on behalf of said company.

Notary Public

My Commission Expires:

Notary Registration No.

43

In Re: Highway Matters

Mrs. Sarah E. Puckett, Assistant County Administrator, took comments from the Board to report to Mr. Scott Frederick, PE, VDOT Resident Engineer.

Supervisor Gilliam thanked VDOT crews for cutting the tall Johnson grass on Five Forks Road. Chair Cooper-Jones agreed.

Supervisor Pride stated the grass is very high on Bloomfield Road; she said three deer and a bear came out of the grass and into the roadway in front of her in the past week. She said visibility is bad due to the high grass.

In Re: 5 Pillar Meats Master and Performance Agreements

The County was awarded a grant from the Tobacco Commission for the development of the 5 Pillar Meats meat processing facility. The project was approved for funding on January 1, 2023 for \$75,000.00. A \$25,000.00 match from the county is required. A performance agreement is needed before any grant funding can be disbursed on a reimbursement basis. A master agreement has also been drafted to address the local incentives offered to the company.

At their August 23, 2024 meeting, the IDA approved the 5 Pillar Meats Master Agreement and Performance Agreement and authorized the Chairman and staff to sign all necessary documents required. The agreements now need to be approved and signed by the Board of Supervisors.

Supervisor Pride made a motion, seconded by Supervisor Watson, to approve the 5 Pillar Meats Master Agreement and Performance Agreement and authorize the Chairman and staff to sign all necessary documents required; the motion carried:

Aye:

Absent:

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

In Re: Emergency Management Update

Trey Pyle, Emergency Management Coordinator, along with Chief Daniel Clark, Farmville Fire Department, presented an update on equipment that was procured with the AFG grant. The goal is to standardize all equipment used. He said that due to the amount purchased and the time that these were purchased, they were able to save approximately \$80,000 on the initial grant. Equipment included 24 heat cameras, 13 fans, and eight gas monitors. He said each department contributed a \$500 match for this grant.

Chief Clark thanked the Board for their support, and thanked Mr. Pyle for his research and due diligence on finding the equipment and national grants.

Chair Cooper-Jones thanked them both for their service to the County.

Mr. Pyle then presented an update on the radio system; he said last week, he was notified that the frequencies applied for with a grant with FCC have been locked in, and they are currently working on finalizing the tower sites. He said the leases need to be drafted and the project is on track for the spring of 2026. He said the radio company will not test the radios unless there is full foliage on the trees.

Mr. Pyle reported that during the tropical storm, there was one water rescue.

Supervisor Emert asked why there is no information about firefighting around solar projects. Mr. Pyle said they are relatively new and they need to come up with a plan; he said there is now a mandate for electric vehicles, and training just came out for those. He said he is in contact with Sun Tribe, who is the first to submit a training program. He said he is working closely with Sun Tribe and another solar company that is installing solar in the county, and has been in touch with Dominion [Power] who have presented some training, but it is mostly a hands-off approach. He said if a substation would catch fire, they would have to stand outside the area and protect the area. He said it doesn't pose a threat to citizens, but must keep the citizens back from the site. Some discussion followed.

In Re: Farmville Volunteer Fire Department Resolution

The Board was presented with a resolution for consideration for the Farmville Volunteer Fire Department's Non-Transport Basic Life Support first responder services to expand the response area beyond the incorporated area of the County, and to add that Farmville Volunteer Fire Department is a designated emergency response agency in Prince Edward County, pursuant to Section 15.2-955 of the Code of Virginia.

Mr. Stanley added that when First Responders are available closer to an incident, the faster they can get to the scene.

Supervisor Gilliam made a motion, seconded by Supervisor Jones, to approve the updated resolution for the Farmville Volunteer Fire Department Non-Transport Basic Life Support first responder services; the motion carried:

Aye:

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

RESOLUTION OF THE BOARD OF SUPERVISORS In Support of the **Farmville Volunteer Fire Department Non-Transport Basic Life Support Services**

WHEREAS, Section 15.2-955 of the Code of Virginia, 1950, as amended, requires local governing body approval of any emergency medical service organization operating within that locality; and

WHEREAS, in 2018, the Prince Edward County Board of Supervisors approved the request of the Farmville Volunteer Fire Department to provide Non-Transport Basic Life Support (BLS) first responder services within the corporate limits of the Town of Farmville in Prince Edward County; and

WHEREAS, the Prince Edward County Board of Supervisors has determined it to be in the best interest of the citizens of the County to expand Farmville's emergency medical services response area into the unincorporated area of Prince Edward County;

NOW, THEREFORE, BE IT RESOLVED, that the Prince Edward County Board of Supervisors grants approval to the Farmville Volunteer Fire Department to provide Non-Transport Basic Life Support First Responder Services in Prince Edward County and to obtain the agency license per approval of the Virginia Office of Emergency Medical Services; and

BE IT FURTHER RESOLVED, that the Farmville Volunteer Fire Department shall be a designated emergency response agency and recognized as an integral part of the official public safety program of Prince Edward Couty with responsibility for providing emergency medical response.

In Re: School Appropriation - Carryover & CARES Act Funding

At the August 13, 2024, Board of Supervisors meeting, the Board held a public hearing and tabled

the appropriations for the Prince Edward County Public Schools in the amount of \$1,045,095.28 in the school

operating budget and \$1,268,635.11 in CARES ACT funding, pending the results of the FY24 Audit. After further discussion with the School Finance Director and Mary Earhart at Rodefer Moss, staff is asking for the funds to be appropriated at this meeting, as the funds requested are not "carryover funds", but are funds held by the state to be requested each year up to the expenditure of all funds available, or expiration of the held funds, whichever is sooner. There is no local match required for these appropriations.

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|--------------------------------|----------------|--------------|
| 3 (Rev) | 250 | 24020 | 0124 | Stronger Connections Grant | | \$311,854.17 |
| 3 (Rev) | 250 | 33020 | 0002 | Title I | | \$233,946.41 |
| 3 (Rev) | 250 | 33020 | 0003 | Title II Part A | | \$104,976.55 |
| 3 (Rev) | 250 | 33020 | 0078 | Title III | | \$7,145.17 |
| 3 (Rev) | 250 | 33020 | 0014 | Title IV Part A | 1 | \$37,060.48 |
| 3 (Rev) | 250 | 33020 | 0015 | Title V Part A | | \$51,928.99 |
| 3 (Rev) | 250 | 33020 | 0019 | Title VI-B – Special Education | 1 | \$183,563.14 |
| 3 (Rev) | 250 | 24020 | 0129 | Sch Based Mental Health Grant | | \$108,000.00 |
| 3 (Rev) | 250 | 24020 | 0116 | Project Hope – Homeless Grant | | \$6,620.37 |
| 4 (Exp) | 250 | 61000 | 0001 | Instruction | \$1,045,095.28 | |

FY25 BUDGET SUPPLEMENT

FY25 BUDGET SUPPLEMENT

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|------------------------------|----------------|--------------|
| 3 (Rev) | 250 | 33020 | 0104 | CARES – ESSER III | | \$940,153.34 |
| 3 (Rev) | 250 | 33020 | 0104 | CARES – ESSER III | | \$37,998.58 |
| 3 (Rev) | 250 | 33020 | 0106 | CARES – Mentor Teacher ESSER | | \$3,846.39 |
| 3 (Rev) | 250 | 33020 | 0107 | CARES – Unfinished Learning | | \$160,664.76 |
| 3 (Rev) | 250 | 33020 | 0101 | School CARES Funds | | \$71,898.00 |
| 4 (Exp) | 250 | 61000 | 3301 | Instruction | \$1,268,635.11 | |

Supervisor Jones made a motion, seconded by Supervisor Pride, to approve and appropriate the

FY25 Budget Supplements as outlined; the motion carried:

| Nay: | None |
|------|------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | Nay: |

In Re: 2025 PECPS Committed Funds Appropriation

The County received invoices totaling \$168,973.76 from Willscot for the Prince Edward County Elementary School mobile classrooms and an invoice totaling \$205,493.60 from Moseley Architects for the renovations to the elementary school. The PECPS Capital Improvement Committed Fund available balance

is currently \$884,162.33. The Board is asked to transfer \$374,467.36 from the PECPS Capital Improvement committed funds to the School CIP line within the General Fund to cover these expenses.

| F125 BUDGE1 SUITLEMENT | | | | | | | | |
|------------------------|------|-------|--------|--------------------------|--------------|--------------|--|--|
| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit | | |
| 3 (Rev) | 100 | 40150 | 0202 | Transfer from SP Fund | | \$374,467/36 | | |
| 4 (Exp) | 100 | 94000 | 0250 | School CIP | \$374,467.36 | | | |
| 3 (Rev) | 202 | 41050 | 0202 | From SP Fund Balance | | \$374,467.36 | | |
| 4 (Exp) | 202 | 93000 | 0100 | Transfer to General Fund | \$374,467.36 | | | |

TDANSFED

FY25 BUDGET SUPPLEMENT

| IKANSFER | | | | | | | |
|----------|------|-------|--------|--------------------------|--------------|--------------|--|
| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit | |
| 3 (Rev) | 100 | 40150 | 0202 | Transfer from SP Fund | | \$374,467.36 | |
| 0 | 100 | 100 | 0001 | Cash with Treasurer | \$374,467.36 | | |
| 0 | 202 | 100 | 0001 | Cash with Treasurer | | \$374,467.36 | |
| 4 (Exp) | 202 | 93000 | 0100 | Transfer to General Fund | \$374,467.36 | | |
| 0 | 999 | 300 | 0100 | General Fund | | \$374,467.36 | |
| 0 | 999 | 300 | 0202 | Special Projects Fund | \$374,467.36 | | |
| 0 | 202 | 300 | 0001 | SP Fund Balance | <u></u> | \$374,467.36 | |
| 0 | 202 | 300 | 0310 | SP – PECPS Cap Imp | \$374,467.36 | 100 | |

Supervisor Emert made a motion, seconded by Supervisor Jones, to approve and appropriate the

FY25 Budget Supplement and transfer as outlined; the motion carried:

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

In Re: Appropriation - Juvenile Court Services Unit

During the FY25 budgeting process, the Juvenile Court Services Unit's request for a budget of \$3,000.00 was inadvertently overlooked. The Board is asked to transfer \$3,000.00 from the contingency line to the Juvenile Court Services Unit's budget as follows:

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|----------------------|------------|------------|
| 4 (Exp) | 100 | 91000 | 5807 | Contingency | | \$3,000.00 |
| 4 (Exp) | 100 | 33300 | 6001 | Office Supplies | \$500.00 | |
| 4 (Exp) | 100 | 33300 | 8202 | Furniture & Fixtures | \$2,500.00 | |

FY25 BUDGET TRANSFER

Supervisor Emert made a motion, seconded by Supervisor Jones, to approve and appropriate the FY25 Budget Supplement as above outlined; the motion carried:

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

In Re: Appropriation - Sheriff's Office (Canine)

The Sheriff is requesting the Board approve and appropriate \$13,000 from the Asset Forfeiture account in order to acquire a new canine for the department. The remaining \$500 needed will be transferred from the Sheriff department operations line item to animal care. Over the six-week training course, the canine and handler will be trained in narcotics and human tracking.

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|------------------------------|-------------|-------------|
| 3 (Rev) | 105 | 41050 | 0105 | Forfeited Asset Fund Balance | | \$13,000.00 |
| 4 (Exp) | 105 | 31700 | 6010 | Forfeited Assets – PECSO | \$13,000.00 | |
| 4 (Exp) | 100 | 58100 | 5898 | PECSO Operations | | \$500.00 |
| 4 (Exp) | 100 | 31200 | 3110 | Animal Care | \$500.00 | |

FY25 BUDGET SUPPLEMENT

Nay: None

Supervisor Jones made a motion, seconded by Supervisor Emert, to approve and appropriate the FY25 Budget Supplement as above outlined; 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 | | |
| | Cannon Watson | | |
| Absent: | Jerry R. Townsend | | |

In Re: Appropriation – Abyon Carryover

The County has collected a total of \$61,545.00 to-date for the last quarter of FY24 resulting from our contract with Abyon. A total of \$41,602.50 was collected in FY24 and \$19,942.50 in FY25. The Board is asked to approve the carryover from FY24 and appropriate funds received as follows to cover the cost of the cabin tractor purchase approved in August with remaining funds towards the Capital Improvement Implementation.

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|-----------------------|-------------|-------------|
| 3 (Rev) | 100 | 41050 | 0100 | GF Abyon Carryover | | \$41,602.50 |
| 3 (Rev) | 100 | 33010 | 0067 | DHS/Abyon Local Share | | \$19,942.50 |
| 4 (Exp) | 100 | 43200 | 8201 | Gen Prop Equipment | \$50,487.01 | |
| 4 (Exp) | 100 | 94000 | 0053 | Capital Imp Plan Imp | \$21,057.99 | |

FY25 BUDGET SUPPLEMENT

Supervisor Jones made a motion, seconded by Supervisor Emert, to approve and appropriate the

FY25 Budget Supplement as above outlined; the motion carried:

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

In Re: Dusty Ducts, Inc. - 9 AHU Cleaning

In August, the Board approved the quote from Dusty Ducts, Inc for the cleaning of the courthouse returns and supply ducts and VA Vs for \$84,283.50; however, the quote also included the cleaning of nine air handler units in the amount of \$20,745.00. The Board is asked to approve the additional \$20,745.00 for the cleaning of the nine air handler units.

Supervisor Jones made a motion, seconded by Supervisor Emert, to approve the Dusty Ducts, Inc. quote in the amount of \$20,745.00 to clean the nine air handler units; the motion carried:

Aye:

Absent:

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

In Re: School Appropriation - Authorize Public Hearing

On September 6, 2024, the County Administrator received a letter from the School Board requesting appropriation of \$905,976.56 to the school operating budget. For this transaction to take place, the Board will

have to authorize a public hearing to amend the FY25 County and School Budgets by the amount of \$905,976.56 and then appropriate the same funds.

Per section 15.2-2507 of the Code of Virginia a locality may amend its budget during the fiscal year. However, if such an amendment exceeds the currently adopted expenditures by one percent or more, then the locality must advertise the amendment at least seven days prior to the public hearing. The county's currently approved FY25 budget is currently \$75,470,373.00, which means they exceed the one percent threshold.

Supervisor Jones made a motion, seconded by Supervisor Emert, authorize advertisement of a public hearing on the amendment to the school's FY25 operating budget to appropriate funding of \$905,976.56; the motion carried:

Aye:

Absent:

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

In Re: FY25 VHREDA Appropriation

The County received an invoice totaling \$54,818.00 from the Commonwealth Regional Council for the Virginia's Heartland Regional Economic Development Alliance. In FY25, the Board included an appropriation of \$40,000 in the budget for this purpose. The Regional Development Partnership Committed Fund available balance is currently \$30,000. The Board is asked to transfer \$14,818.00 from the Regional Dev Partnership (RDP) committed funds to the RDP line within the General Fund to cover the additional funds needed.

| FY25 BUDGET SUPPLEMENT | FY25 | BUDGET | SUPPL | LEMENT |
|------------------------|-------------|--------|-------|--------|
|------------------------|-------------|--------|-------|--------|

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|--------------------------|-------------|-------------|
| 3 (Rev) | 100 | 41050 | 0202 | Transfer from SP Fund | | \$14,818.00 |
| 4 (Exp) | 100 | 81500 | 5602 | Regional Dev Partnership | \$14,818.00 | |
| 3 (Rev) | 202 | 41050 | 0202 | From SP Fund Balance | | \$14,818.00 |
| 4 (Exp) | 202 | 93000 | 0100 | Transfer to General Fund | \$14,818.00 | |

| TRA | NSFER |
|-----|-------|
|-----|-------|

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|-----------------------|-------------|-------------|
| 3 (Rev) | 100 | 41050 | 0202 | Transfer from SP Fund | | \$14,818.00 |
| 0 | 100 | 100 | 0001 | Cash with Treasurer | \$14,818.00 | |
| 0 | 202 | 100 | 0001 | Cash with Treasurer | | \$14,818.00 |

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| 4 (Exp) | 202 | 93000 | 0100 | Transfer to General Fund | \$14,818.00 | |
|---------|-----|-------|------|--------------------------|-------------|-------------|
| 0 | 999 | 300 | 0100 | General Fund | | \$14,818.00 |
| 0 | 999 | 300 | 0202 | Special Projects Fund | \$14,818.00 | |
| 0 | 202 | 300 | 0001 | SP Fund Balance | | \$14,818.00 |
| 0 | 202 | 300 | 5602 | Committed – RDP | \$14,818.00 | |

Supervisor Emert made a motion, seconded by Supervisor Jones, to approve and appropriate the FY25 Budget Supplement and transfer 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 | | |
| | Cannon Watson | | |
| Absent: | Jerry R. Townsend | | |

In Re: Appropriation - AFID Infrastructure Grant Match

The Commonwealth Regional Council received an AFID Infrastructure Grant to establish the Central Virginia Poultry Cooperative. The CRC was awarded \$50,000 with the seven counties of the region providing the local cash match of \$3,000 each.

The Board is asked to transfer \$3,000.00 from the contingency line to the AFID Infrastructure Grant

Match, as follows:

| | | | F . | 125 DUDGET TRANSFER | | |
|---------|------|-------|------------|-------------------------|------------|------------|
| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
| 4 (Exp) | 100 | 91000 | 5807 | Contingency | | \$3,000.00 |
| 4 (Exp) | 100 | 81100 | 5641 | AFID Poultry Coop Match | \$3,000.00 | |

EV25 BUDGET TRANSFER

Supervisor Jones made a motion, seconded by Supervisor Gilliam, to approve and appropriate the

FY25 Budget Transfer as outlined; the motion carried:

Aye:

Nay: None

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

In Re: Fuels Tax Program

As the Board is aware, the County obtains the majority of its motor vehicle fuel (gasoline and diesel) through the Prince Edward County Public Schools. On occasion, when the schools are closed, the school pumps are down or county staff is travelling outside the County, the purchase of fuel is made at gas stations, and therefore fuel taxes are paid by the County.

Dayle Anderson in the County Finance Department researched this problem and learned that the Virginia Department of Motor Vehicles has a Fuels Tax Refund Program. The refund process is based on gallons purchased and requires legible receipts to be uploaded into DMV's portal. She has reached out to all of the county departments and now has them tracking fuel purchases.

The Board was presented with a copy of the first refund check the County received from the state for fuel taxes paid to the state for the first half of 2024. No action is needed, but this information is shared to highlight the attention paid to all invoices that are submitted to the Finance Department by county employees.

In Re: County Attorney Update

Mrs. Terri Atkins Wilson, County Attorney, reported work over the past month included:

- Contract review;
- Review of agreements with 5 Pillar Meats;
- Document review, preparation, and correspondence for the IDA;
- Work on a zoning violation with Mr. Love;
- Transfer and name change for a taxpayer.

In Re: County Administrator Update

Mr. Stanley presented his County Administrator's report:

VACO Awards – The County has been notified we are one of 45 winners for the 2024 VACO Awards program. The DSS SMILE Committee project was one of a record 145 application entries this year. Congratulations Kim Allen and the DSS team for their project and thanks to Sarah Puckett for writing and submitting the application! VACO will come to the October Board meeting to present.

Emergency Radio System – I am excited to announce that that the County received a Congressionally Directed Spending award in the amount of 1,650,000 from Senators Warner and Kaine as part of the FY25 Government Funding Bill. This is fantastic news and will reduce the cost to the County and our other project partners.

Courthouse Lawn – Staff has approved a request from Fred Hill, Adjutant from VFW Post 7059, to use the Courthouse Lawn for a short program honoring service members who remain unaccounted for from the battlefield. The event will be held September 20^{th} from 11:00 am to 12:00 pm.

Elementary School Project – Renovation project is out to bid as of August 28th. Bid submittal date was moved from September 26th to October 1st to give bidders a couple more days to work on the submittal.

National Builder's Tour – Staff is working with the listing agent with the Manor to host a presentation and tour or the community/site to try to get some interest from national builders in Prince Edward County and the Manor in particular. We are hoping to pull that off in late October.

Kinex Broadband Project – Staff met virtually with CRC and Kinex staff and representatives for Planet Network. Planet Network is in the process of acquiring Kinex. Jim Garrett will still have a stake in the new company. Planet Network is currently in New York, New Jersey, and Pennsylvania. They will be able to bring additional resources to bear in deploying internet service with our broadband project; particularly in increasing the number of customer installs per month. The sale will become public in late September.

Upcoming BOS Engagement Opportunities – Upcoming opportunities within the community for BOS engagement include:

- Madeline's House Grand Reopening 11:00 am 9/13
- Hampden District Meeting 6:00 pm 9/19
- Heart of Virginia Festival 9/14
- Joint Meeting with Town Council 6:00 pm 10/1

In Re: Landfill Cell F Construction

At its February 2024 meeting, the Board of Supervisors approved the award of the Cell F construction contract to Sargent Corporation for \$1,594,000. Additionally, the Board approved a motion that included a 5% contingency amount (\$79,700) for any necessary change orders and authorized the County Administrator to authorized any necessary change orders in an amount up to 5% of the total project cost.

Since construction commenced in early August, two issues have arisen:

1. The design elevation of Cell F is three feet higher than the final as-built elevation of Cell E due to a benchmark error in Cell E. This necessitated the excavation of an additional three feet of soil in Cell F, as the two bottom elevations must be the same in order to tie in the piping for the leachate collection system. The additional earth work is at a cost of \$62,350. While this is an unexpected cost, the work did create additional landfill space in Cell F.

2. The Solid Waste staff has also discovered that a rain cover was omitted from the Cell F design plans. A rain cover acts as a rain collection system for the unused portion of a new cell. The purpose is the separate the rainwater that does not touch waste (stormwater) from the rainwater that does touch waste (leachate).

Based on the size of Cell F, one inch of rainfall on an uncovered cell would equal 100,000 gallons of leachate water. The 100,000 gallons of leachate equals five days of hauling to the Town of Farmville, as

the Town limits us to only four loads per day, or 20,000 gallons per day. The County has no other location to haul to. If we did haul to other locations, we would have a much higher disposal cost (there is an agreement between the County and the Town and the Town accepts our leachate at no cost). This means an afternoon thunder storm on Cell F could put the landfill days out in hauling, not including the normal leachate water from the working face. Additionally, the County also has only one tanker trailer in which to haul leachate water.

The landfill leachate pond is not designed to manage cells without a rain cover, as our leachate water is gravity-feed and pump-feed. The landfill does not directly discharge its leachate water into the Town wastewater system. Per DEQ, the landfill can only hold 12 inches or less of water under the landfill at the leachate pump location. The additional rain water from Cell F (four acres worth) would dump directly into the line that goes straight to the pump location and could overflow the system.

Typically, when the rainfall hits the trash, it takes a period of time to filter through the trash before it arrives at the pump station below the landfill and into the leachate collection system. Rain takes several days to filter through to the leachate collection system before it gets to the pump to go to the pond.

Lastly, by using the rain cover, the rain water collected can be pumped over the side of the cell into the storm water canals which sheet-flows down through the woods. This would enable the landfill to continue to only have to pump once a week which is already setup to do from the previous cell construction. None of this water would be considered leachate water because it does not touch any trash.

The County has received a Change Order price of \$196,481 from Sargent Corporation for a rain cover. The County feels this price is unacceptably high and has asked Labella to discuss it with Sargent and to investigate options.

At this point, Sargent will complete construction in the next six weeks. The lead time for ordering the rain cover could be 4-6 weeks. To prevent the delay of waiting for the October Board meeting, staff recommends the Board consider authorizing the County Administrator to approve Change Orders in an amount up to 15% (\$239,100) with the concurrence of the Properties Committee.

Mr. Stanley noted that while both of these charges seem high, they are both necessary expenditures that would have and should have been included in the original bid. The cost of the project comes from the Landfill Construction Fund, therefore no allocation of General Fund dollars is necessary.

Discussion followed on the cost of the rain cover, why the necessary item was overlooked in the bid, and the price these errors will cost the County.

Supervisor Jones made a motion, seconded by Supervisor Watson, to authorize the County Administrator to approve change orders in an amount up to 17% of the original bid price with the concurrence of the Properties Committee; the motion carried:

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

In Re: Virginia Broadband Affordability & Adoption Planning Grant

The Department of Housing and Community Development (DHCD) has awarded Prince Edward County a grant in the amount of \$175,000 to create a Broadband Affordability and Adoption Plan for Planning District 14 which includes Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, and Prince Edward Counties. The goal is to address broadband costs for citizens in the region. Planning will be a nine-month process.

The Commonwealth Regional Council (CRC) will provide technical/administrative assistance to the County in creation of the plan and the County will serve as fiscal agent. Local funds are not required.

The Board is requested to approve the acceptance of this grant and authorize the County Administrator to execute the contract with DHCD and enter into the agreement with CRC.

Supervisor Jones made a motion, seconded by Supervisor Jenkins, to approve the acceptance of the of the VA Affordability and Adoption Planning Grant and authorize the County Administrator to execute the contract and agreements with DHCD and CRC; the motion carried:

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

56

In Re: Closed Session

Supervisor Jones made a motion, seconded by Supervisor Emert, that the Board convene in Closed Session for consultation with the County Administrator, County Attorney and outside legal counsel pertaining to probable litigation related to a contract for a construction project, where such discussions in an open meeting would adversely affect the litigating posture of the County, pursuant to the exemptions provided for in Section 2.2-3711(A)(7) of the *Code of 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 | |
| | Cannon Watson | |
| Absent: | Jerry R. Townsend | |

The Board returned to regular session by motion of Supervisor Jones, seconded by Supervisor Emert, and

adopted as follows:

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

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

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

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.

Nay: None

Supervisor Emert made a motion, seconded by Supervisor Watson, to approve the proposed settlement and release agreement with Hurt & Proffitt, Inc., and authorize the County Administrator to execute the agreement on behalf of the County; the motion carried:

Aye:

Absent:

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

In Re: Animal Warden's Report

Mr. Adam Mumma, Chief Animal Control Officer, submitted a report for the month of August 2024, which was reviewed and ordered to be filed with the Board papers.

In Re: Cannery - Home

Rodney Scott, Cannery Manager, submitted a report for the month of August 2024, which was reviewed and ordered to be filed with the Board papers.

In Re: Commonwealth Regional Council Items of Interest

Lauren Jones Pugh, CRC Planning Director, submitted a report for the month of August 2024, 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 August 2024, which was reviewed and ordered to be filed with the Board papers.

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

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

Nay: None

the meeting was adjourned at 10:35 p.m.

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Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|-----------------------------|
| Item #: | 8-c |
| Department: | County Administration |
| Staff Contact: | Crystal Baker |
| Agenda Item: | Review of Accounts & Claims |
| | |

SUMMARY:

The Bill List, Mileage Reports, and County Attorney Invoices are attached.

Cost:

Attachments:

Recommendation:

Sample Motion:

Motion ______ Second _____ Cooper-Jones _____ Emert _____ Gilliam _____ Pride___ Jenkins _____ Townset Jones _____ Watson

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|---------|--|
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|--|---------------|--|
| 9/01/2024 9/30/2024 | | UN TUNU |
| FROM DATE- TO DATE- | DESCRIPTION | GENERAL FUND FORFEITED ASSETS FUND EMS DISTRICT FUND WATER FUND SEWER FUND SEWER FUND ECONOMIC DEVELOPMENT FUND PIEDMONT COURT SERVICES FUND TOTAL |
| 9/30/2024 | FUND NO. | 100 105 205 501 737 737 737 |

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| AFTER CHECKS PAGE 1 | AMOUNT | 79,267.08 79,267.08 * 79,267.08 ** | | 33.13 23.13 | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1 | 0 00 0 0 0 0 | 418.28 43.36 251.60 239.25 208.14 208.14 | 066.28 350.00 350.00 | 1,050.00 * 560.55 7,409.49 ** | | 102.52 102 52 * | 40 | . തന്ന | 76 |
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| 4 100 | VENDOR VENDOR NUMBER NAME MOTOR VEHICLE LICENSE TAXES | Motor Vehicle Licenses - 29332 TOWN OF FARMVILLE | BOARD OF SUPERVISORS | Professional Services 21756 LETTERPRESS COMMUNICATIONS | Stategic Planning 21756 LETTERPRESS COMMUNICATIONS | Advertising 15241 FARMVILLE HERALD | Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK | Travel-Convention & Educa 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK | ADP Equipment 31339 VERIZON WIRELESS | COUNTY ADMINISTRATOR | Worker's Compensation 31421 VACORP | Maintenance Service Contr 28866 STEPS, INC | Postal Services 11250 BENCHMARK COMMUNITY BANK 28747 U S POSTAL SERVICE | Telecommunications 31339 VERIZON WIRELESS |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# 012050 | 2023 | 010110 | 3160 | 3161 | 3600 | 5530 | 5540 | 6040 | 012110 | 2700 | 3320 | 5210 | 5230 |

| AFTER CHECKS PAGE 2 | AMOUNT | 50.28 261.41 6.32 181.00 | | | 244.76 244.76 40.21 13.42 198.88 21.00 76.85 | 595.12 * 19.68 19.68 * 4,049.84 ** | | 5 | 311.89 * 255.00 28,722.00 28,977.00 * 29,288.89 ** | | 15.00 15.00 300.00 | |
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| 024 9/30/2024 | DESCRIPTION | EC MEETING LUNCH RICH MARRIOTT STANLY MCDONALDS CTY ADMIN MTG LUNCH | 2024 FALL TRAIN/MTG RICHMOND PARKING LANIER PARKING | MEMBERSHIP RENEWAL | COFFEE/TONER WATER/RENTAL 3RD FL PEN REFILLS INK CARTRIDGE THUMB DRIVE FOIA POLY MAILERS | START MEETING | | WRKRS COMP INS FY25 | GENERAL LEGAL ADVICE JR THAPE TRUCKING | | BACKGROUND CHECK BACKGROUND CHECK DRUG TESTS | CHRISTMAS DECORATNS SHIPPING |
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| AP375H 9/30/2024 FUND # - 100 | MAJOR# ACCT# | 0 <i>7</i> 0 | 5540 | 5810 | 6001 | 6012 | 012210 L | 2700 | 3160 | 012220 P | 3199 | 5530 |

| AFTER CHECKS PAGE 3 | AMOUNT | 45.34 45.34 | | | 14,458.50 14,458.50 * 14,458.50 ** | | ച | | | | | | 161.44 * 3,225.00 3,225.00 * 6,646.44 ** | | 3,000.00 4,480.00 |
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| 9/30/2024 | DESCRIPTION | WRKRS COMP INS FY25 | DEPOSIT HILTON COR HILTON H STROCKBINE | | 25 CTY PROPRY REASSE | | WRKRS COMP INS FY25 | TACS FEES | PAYFLOW/PAYPAL | LEASE PAYMENT | READING MAGNIFIER OFFICE SUPPLIES | SHRED SERVICE | DMV STOP FEES | | CONTRACT AGREEMENT ONSTE SVC NEW SERVER |
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| 4 LISTING OF GENERAL FUND | VENDOR VENDOR NUMBER NAME COMMISSIONER OF REVENUE | Worker's Compensation 31421 VACORP | Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK | ASSESSOR | Professional Services 32122 WAMPLER-EANES APPRAISAL | TREASURER | Worker's Compensation 31421 VACORP | Land Sale Expense - TACS 29041 TACS, P.C. | Telecommunications 11250 BENCHMARK COMMUNITY BANK | Lease/Rent Equipment 26125 QUADIENT LEASING USA, INC. | Office Supplies 10259 AMAZON CAPITAL SERVICES 11250 BENCHMARK COMMUNITY BANK | Other Operating Supplies 28866 STEPS, INC | DMV Stops 13012 DMV | INFORMATION TECHNOLOGY | Professional Services 11902 BUSINESS DATA OF VA, INC. 18861 IT NOBLE, INC. |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# 012310 | 2700 | 5530 | 012320 | 3160 | 012410 | 2700 | 3171 | 5230 | 5410 | 6001 | 6014 | 6020 | 012510 | 3160 |

| AFTER CHECKS PAGE 4 | AMOUNT 540.00 | 8,020.00 * 8,988.04 179.85 9,167.89 * 17,187.89 ** | | 150.00 17.94 115.00 25.00 9.12 9.12 25.00 | | 32.15 * 23.19 * 512.40 ** | | 29.77 | | 54.50 000.00 246.00 730.00 77.05 | | 41.54 * 779.24 | 95.98 |
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| 4 9/30/2024 | DESCRIPTION SETUP WIN2022 SVR | SAAS LICENSE 24-25 WEB HOSTING 4TH QTR | | ELECTION OFFICIAL TRAVEL MILEAGE X2 RECOUNT OFFICIAL RECOUNT OFFICIAL TRAVEL MILEAGE X2 RECOUNT OFFICIAL RECOUNT OFFICIAL | PSTG ELECTION DATA | SHIPPING CHG TONER | | WRKRS COMP INS FY25 | BOOK BINDING | STAMPS REGISTRAR POSTAGE #52370152 PO BOX J RENT 10 ROLLS OF STAMPS UPS NDA PITNEY BOWES | TRAVEL MILEAGE VRAV | HAMPTON INN L WRIGHT | COPY PAPER |
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| 4 100 GENERAL FUND | VENDOR VENDOR NUMBER NAME 18861 IT NOBLE, INC. | Webpage Services 16683 GRANICUS, LLC 28330 SITEVISION INC | ELECTORAL BOARD AND OFFICIALS | Election Official 12807 COPELAND ARETHA 28439 SKAKUM LYNN 28439 SKAKUM LYNN 28439 SKAKUM LYNN 28439 SKAKUM LYNN 29092 TAYLOR SHIRLEY L 29092 TAYLOR SHIRLEY L 29092 TAYLOR SHIRLEY L | Postal Services 32961 WRIGHT LYNETTE | Office Supplies 28587 SOUTHERN COPIER | REGISTRAR | Worker's Compensation 31421 VACORP | Printing & Binding 32961 WRIGHT LYNETTE | Postal Services 11250 BENCHMARK COMMUNITY BANK 27183 PITNEY BOWES RESERVE ACCOU 30550 U S POSTAL SERVICE 30550 U S POSTAL SERVICE 32961 WRIGHT LYNETTE | Travel-Mileage 32961 WRIGHT LYNETTE | Travel-Subsistance & Lodg 11250 BENCHMARK COMMUNITY BANK | Office Supplies 20600 KEY OFFICE SUPPLY |
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| AFTER CHECKS PAGE 5 | AMOUNT 42.99 507.73 87.00 104.43 90.56 928.69 * | | 8.05 05 | 00. | | 244.85 * 14.24 12.68 26.92 * 423.82 ** | | 69.15 11.99 111.38 111.38 | | 42.58 * 259.99 * 645.09 ** | | 21.40 21.40 42.80 * |
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| PRINCE EDWARD INVOICES FOR 9/01/2024 | INV# 1275 590489 1275 590905 1025938756 REIMB 08142024 REIMB 08232024 | | WRKCOMP2/4 0924 | BOX RENT 0924 | 8868 589932 8868 589933 8868 589933 | REIMB 0924 8868 589933 | | 8360 ADMIN 0924 23479625 0824 INV009386 19218 | 424 590650 424 591190 | 424 590043 | | 19137 19219 |
| 14 LISTING OF COND | VENDOR VENDOR NUMBER NAME 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 25482 PITNEY BOWES INC 32961 WRIGHT LYNETTE 32961 WRIGHT LYNETTE | CIRCUIT COURT | Worker's Compensation 31421 VACORP | Postal Services 30545 U S POSTAL SERVICE | Office Supplies 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY | Jury Supplies 19060 JAMERSON ALISON 20600 KEY OFFICE SUPPLY | GENERAL DISTRICT COURT | Professional Services 11250 BENCHMARK COMMUNITY BANK 12947 CRYSTAL SPRINGS 28587 SOUTHERN COPIER 28866 STEPS, INC | Office Supplies 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY | Furniture & Fixtures 20600 KEY OFFICE SUPPLY | JUVENILE & DOMESTIC COURT | Maintenance Service Contr 28866 STEPS, INC 28866 STEPS, INC |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# | 021100 | 2700 | 5210 | 6001 | 6002 | 021200 | 3160 | 6001 | 8202 | 021250 | 3320 |

| AFTER CHECKS PAGE 6 | TNUOMA | | 102.00 * 159.27 82.32 241.59 * 386.39 ** | | 40.42 40.42 * 40.42 * | | 6.76 | .34 | 935.34 803.58 | 58 43 | . 43 | 901.79 5522.74 5522.11 759.98 747.28 1155.58 1155.58 1155.58 1155.58 1255.58 24.99 592.58 | 2,079.83 * 28.93 29.50 128.43 * 6,988.16 ** |
|--|-----------------|---------------------------|---|---------------------|--|----------------------------|---------------------------------------|--|--|---|---|--|---|
| æ | | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL MAJOR TOTAL | | | | | | | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL |
| 24 9/30/2024 | DESCRIPTION | PO BOX RENTAL 0924 | KEYBRDS/STANDS/MSEPD WATER/RENTAL | | MAGISTRATE | | WRKRS COMP INS FY25 | AUDIT | QUESTIONNAIRE POSTAG | CIRCUIT COURT CLERK | 2025 EZJURY QUESTION | WATER/RENTAL COPY PAPER ENVELPS/INK/PAPER FILES COPY PAPER HAND TOWELS ASTROBRIGHT PAPER CLIC ERASERS COPY PAPER INK/NOTES/HILITERS | PLATS 25 FED/STATE POSTERS |
| FRINCE EDWARD OF INVOICES FOR 9/01/2024 | #VN1 | BOX 21 RENT 924 | 1DWX-K3HM-N3RN 23486741 0824 | | 242374982 0824 | | WRKCOMP2/4 0924 | 21534 | 2024-036 2 | 309863799 0824 | 2024-036 | 23475186 0824 2 590076 590077 590078 590306 590308 590308 590308 590308 590689 590690 | 491611 A13624251691 |
| 00 GENERAL FUND | | 20672 U S POSTAL SERVICES | Office Supplies 10259 AMAZON CAPITAL SERVICES 12947 CRYSTAL SPRINGS | SPECIAL MAGISTRATES | Telecommunications 31339 VERIZON WIRELESS | CLERK OF THE CIRCUIT COURT | Worker's Compensation 31421 VACORP | Professional Services 29498 TREASURER OF VIRGINIA | Postal Services 23931 NOW APPLICATIONS, LLC | Telecommunications 21319 BRIGHTSPEED | Jurors/Witnesses 23931 NOW APPLICATIONS, LLC | Office Supplies 12947 CRYSTAL SPRINGS 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY | Books and Subscriptions 29038 T&N PRINTING 999999 VIRGINIA LABOR LAW POSTER |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# | 0179 | 6001 | 021300 | 5230 | 021600 | 2700 | 3160 | 5210 | 5230 | 5850 | 6001 | 6012 |

| AFTER CHECKS PAGE 7 | AMOUNT | 432.00 432.00 * 432.00 ** | | 71.61 71.61 * | 4,215.82 74.90 | 159.99 | | | | 0 00 H 00 | | | 11.13 11.13 * 11.13 ** | | 353.89 353.89 * 353.89 ** |
|--|---|--|-------------------------|---------------------------------------|--|--|---|---|---------------------------------------|--|---|-----------------------------------|--|-----------------------------------|--|
| AI | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL | | | | | ACCOUNT TOTAL | | | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL MAJOR TOTAL |
| 24 9/30/2024 | DESCRIPTION | AUGUST PAYMENT | | WRKRS COMP INS FY25 | YRLY SFTWRE MAINT SHRED SERVICE | LEASE PAYMENT | MARRIOTT VA BEACH HILTON VA BEACH HILTON VA BEACH VA CROSSING HILTON | VA TRIAL LAWYER | COMM V TYREE/ESSEX | MOUSE/POSTIT DISPNSR DRY ERASE BOARD WATER/RENTAL | SENIOR LAW DAY REIMB | | WRKRS COMP INS FY25 | | INK/ENVELOPES |
| FRINCE EDWARD OF INVOICES FOR 9/01/2024 | #NN1 | 3095321358 | | WRKCOMP2/4 0924 | 63251 19216 | 3319529740 | 2256 CWA 0924 2256 CWA 0924 2256 CWA 0924 2256 CWA 0924 | 2256 CWA 0924 | TRANSCRIPT 0324 | 2256 CWA 0924 2256 CWA 0924 23482426 0824 2 | REIMBURSMNT0824 | | WRKCOMP2/4 0924 | | 589964 |
| .4 LISTING GENERAL FUND | VENDOR VENDOR NUMBER NAME LAW LIBRARY | Books and Subscriptions 22211 RELX INC. DBA LEXIS NEXIS | COMMONWEALTH'S ATTORNEY | Worker's Compensation 31421 VACORP | Maintenance Service Contr 28526 SOFTWARE UNLIMITED CORP 28866 STEPS, INC | Postal Services 25483 PITNEY BOWES GLOBAL FINAN | Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK | Dues & Association Member 11250 BENCHMARK COMMUNITY BANK | Miscellaneous 999999 KIMBERLY DIRR | Office Supplies 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 12947 CRYSTAL SPRINGS | Community Outreach 13246 DE CAMP, PAMELA | VICTIM WITNESS ASSISTANCE PROGRAM | Workmen's Compensation 31421 VACORP | VICTIM WITNESS ASSIST STATE FUNDS | Office Supplies - State F 20600 KEY OFFICE SUPPLY |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# 021800 | 6012 | 022100 | 2700 | 3320 | 5210 | 5530 | 5810 | 5899 | 6001 | 6003 | 022200 | 2700 | 022210 | 6001 |

| AFTER CHECKS PAGE 8 | THUOMA | 12,005.42 | 0 1 0 1 0 1 0 1 0 1 0 0 1 0 0 0 0 0 0 0 | 1,612.55 * 20.00 1,440.64 95.98 | 105.98 97.98 598.58 250.00 2,072.68 | 88000000000000000000000000000000000000 | 197.94 1,161.05 25,771.97 * | 144 | 119.95 119.95 7.59 | 1,625.47 * 423.17 | m 00 |
|--|---|---------------------------------------|--|---|---|---|---|---|--|--|--|
| A | | ACCONTATE TOTAL. | | ACCOUNT TOTAL | | TYTO THOOLS | ACCOUNT TOTAL | | | ACCOUNT TOTAL | ACCOUNT TOTAL ACCOUNT TOTAL |
| 24 9/30/2024 | DESCRIPTION | WRKRS COMP INS FY25 | VET CARE DOG FOOD DOG FOOD K-9 GERMAN SHEPHERD | | OIL CHANGE OIL CHANGE OIL CHNG/BRKS/ROTORS WRECKER SERVICE BRKS/AXLE/BATTERY | ACKERS AM BUND E BUND E BUND IME BI PORT L NTHLY CT COL COLOR | YEARLY MAINT FEE AUGUST MDT SERVICE | PO BOX RENTAL | CELLULAR SERVICE RMTE BU/FIBER CONN PHONE PHONE | MEALS & LODGING | TASER TRAINING |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | #ANI | WRKCOMP2/4 0924 | 11059 181673 1268538 1270219 101 | 24009 0243192 22343 0824 | 22372 22694 17541 T13933 161459 | 82451 0824 INUS276927 INUS27597 INUS280990 186079 489989564 0824 692908320240831 INV008822 INV008823 | 418125 9972517681 | BOX RENT 0924 | 77451 0824 2409-0041317 309468839 0924 309558628 0924 | 0555SHERIFF0824 | INUS272158 |
| .4 LISTING GENERAL FUND | VENDOR VENDOR NUMBER NAME SHERIFF | Worker's Compensation 31421 VACORP | Animal Care/Services 12945 CUMBERLAND ANIMAL HOSPITAL 28596 FARMERS COOPERATIVE, INC. 28596 FARMERS COOPERATIVE, INC. 31327 VENTOSA K9 KENNEL INC. | Repair B&G AUTO EAST END EXPRESS | 14915 EXPRESS CARE 14915 EXPRESS CARE 27490 RUNDSTROM AUTO LLC 29199 THIRD STREET WRECKER INC 29925 TRI-COUNTY FORD INC | Maintenance Ser 0102 AT&T MOBILITY 0895 AXON ENTERPRISE I 0895 AXON ENTERPRISE I 0895 AXON ENTERPRISE I 0895 AXON ENTERPRISE I 2297 CBIZ BENEFITS & I 1319 BRIGHTSPEED 1767 LEXISNEXIS RISK D 8587 SOUTHERN COPIER 8587 SOUTHERN COPIER | 29949 TRITECH SOFTWARE SYSTEMS, 31339 VERIZON WIRELESS | Postal Services 30666 U S POSTAL SERVICE | Telecommunications 10102 AT&T MOBILITY 20904 KINEX NETWORKING SOLUTION 21319 BRIGHTSPEED 21319 BRIGHTSPEED | Travel-Subsistence & Lodg 11894 BUSINESS CARD | Travel-Convention and Edu 10895 AXON ENTERPRISE INC |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# 031200 | 2700 | 3110 | 3311 | | 3320 | | 5210 | 5230 | 5530 | 5540 |

| AFTER CHECKS PAGE 9 | THUOME | 52.03 54.03 54.95 67.95 50.03 833.05 1.44 76 .144 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .16 .17 .17 .17 .17 .17 .17 .17 .17 .17 .17 | 537.02 1,647.50 * | 340.27 468.95 809.22 * | | 122.51 40.00 162.51 | 0 0 0 0 4 0 0 4 0 0 4 0 0 0 0 0 0 0 0 0 | 559.00 59.00 712.00 175.96 170.65 7.99 330.599 330.599 330.599 976.80 976.80 | |
|--|-------------|--|----------------------|--|--|---|--|--|---|
| AF | | | ACCOUNT TOTAL | ACCOUNT TOTAL | | | ACCOTINE TOTAL | | |
| 4 9/30/2024 | DESCRIPTION | POUCHES/SEALER WHITEOUT/VELCRO/NOTE HILITERS/STAPLES PLANNER/ORGANIZER WATER/RENTAL SHERIFF CUPS/FRIEND TATTOOS HANGING FOLDERS CANDY/CREAMER/COFFEE CANDY/CREAMER/COFFEE | PRINTER IMAGE UNIT | HOLLOWEEN TATTOOS SILICONE BRACELETS | VIRSO ELECTRIC SVC | GAS REIMBURSE GAS | TIRES TIRES/MOUNT & BALANC (1) TIRE/MT & BALANC WIPER BLADES | POLICE DOG BADGE POLICE SUPPLIES POLICE SUPPLIES AED BATTERIES/PADS MACE/MACE HOLDER LEG RESTRAINTS RETURN SHIP LABEL DEFENSE SPRAY CREDIT WRISTBAND/KEYCHAIN BODY CAM BATTERIES GLOCK 9MM SN BPAK609 | BELTS POLO SHIRTS POLO SHIRTS POLO SHIRTS SHIRTS SHIRTS SHIRTS BDU PANTS |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | #NN1 | 1R71-17GH-CKGV 11K4-RPWT-7HXJ 11QC-WP6K-7VYY 11YL-Y1RQ-CRLX 23464551 0824 2 728588 545 590463 636325 0824 | 91738365274 | CPI104420 CPI104467 | 526776002 0824 | 0555SHERIFF0824 REIMB 0924 | 0243192 0243332 0243572 636325 0824 | 13PR-FPFH-VD67 0555SHERIFF0824 INV3468134 028723917 028811628 028811628 028863824 028864744 40730141 40730141 408001539-2 R242683 | 028927496 15997 17545 273779-99 273780-99 273783-99 277180-99 |
| GENERAL FUND | | Office Supples 10259 AMAZON CAPITAL SERVICES 10259 AMAZON CAPITAL SERVICES 10259 AMAZON CAPITAL SERVICES 10259 AMAZON CAPITAL SERVICES 12947 CRYSTAL SPRINGS 12947 CRYSTAL SPRINGS 15899 FOREMOST PROMOTIONS 20600 KEY OFFICE SUPPLY 21153 CAPITAL ONE/ WALMART | 9137 THE PRODUCT C | 12910 CREATIVE PRODUCT SOURCE 12910 CREATIVE PRODUCT SOURCE | Virso Comm Center Crime P 28640 SOUTHSIDE ELECTRIC COOP | Vehicle & Powered Equip F 11894 BUSINESS CARD 12566 MEEKS SARAH | Vehicle & Powered Equip S 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 21153 CAPITAL ONE/ WALMART | Police Supplies 10259 AMAZON CAPITAL SERVICES 11894 BUSINESS CARD 12153 CARDIO PARTNERS INC 16102 GALLS LLC 16102 GALLS LLC 16102 GALLS LLC 16102 GALLS LLC 16102 GALLS LLC 16102 GALLS LLC 20039 KAESER & BLAIR INC 22495 MOBILE COMMUNICATIONS AMER 23944 TOWN POLICE SUPPLY | Uniforms & Wearing Appare 16102 GALLS LLC 22166 CREATIVE MONOGRAMMING 22166 CREATIVE MONOGRAMMING 27153 READ'S UNIFORMS LLC 27153 READ'S UNIFORMS LLC 27153 READ'S UNIFORMS LLC 27153 READ'S UNIFORMS LLC 27153 READ'S UNIFORMS LLC |
| AP375H 9/30/2024 FUND # - 100 | | 6001 | 6003 | | 6004 | 6008 | 6009 | 6010 | 6011 |

| AFTER CHECKS PAGE 10 | AMOUNT 146.44 | | | 4,180.65 4,180.65 * 4,180.65 * | | 27.00 316.21 1,066.61 108.41 160.04 1,680.13 2,511.26 | | 5,746.47 * 45.00 | 474.30 519.30 * 48.15 3,413.29 97.40 158.16 |
|--|---|---|------------------|---------------------------------------|---------------------------|---|---|---------------------|---|
| ΑF | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL MAJOR TOTAL | | | | ACCOUNT TOTAL | ACCOUNT TOTAL |
| :4 9/30/2024 | DESCRIPTION PANTS | TRANSMITTERS (3) | | WRKRS COMP INS FY25 | | GAPPOWER REIMBURSMNT GAPPOWER 2 REIMBURSM CUSTOM INK REIMBRSMT TRAINING REIMBURSMNT VERIZON REIMBURSMNT REIZON REIMBURSMNT REIMBURSE SOUND SYST RESCUE TOOL EDRAULIC | PEST CONTROL PATCH R BURTON TRASH COLLECTION TRASH COLLECTION OIL CHNG/INSP/AIR LK MOWING RICE VFD REALATUS SERVICE SERVICE COMPRESSOR WORKER'S COMP INS RICE VFD JUNE/JULY RICE VOL FIRE DEPT | | DAKLINGTON HGTS FU PEST CONTROL ANSUL 5GAL PAIL COAT AND PANTS EMBROIDERY SO 3710 JULY/AUG HSVFD |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | 1004 INV# 277182-99 | 0555SHERIFF0824 | | WRKCOMP2/4 0924 | | REIMB 0824 1 REIMB 0824 2 REIMB 0824 3 REIMB 0824 4 REIMB 0824 5 5466650 AMAZON IN2104237 FVFD | 1007371 RVFD 662132 RVFD KD0000496091 KD0000509408 0242521 RVFD 92 RVFD 0824 310013979 0824 310013979 0824 1N2102322 RVFD 14321 110538 RVFD 4500495009 0724 4500495009 0824 | | 38156001 0924 989505 HSVFD 663371 HSVFD 132876 HSVFD 132826 HSFVD 310187773 0824 |
| 00 GENERAL FUND | VENDOR VENDOR NUMBER NAME 27153 READ'S UNIFORMS LLC | Non-Capital Equipment 11894 BUSINESS CARD | SHERIFF - COURTS | Worker's Compensation 31421 VACORP | VOLUNTEER FIRE DEPARTMENT | Payment to Farmville VFD 15520 FARMVILLE VOL FIRE DEPT 15520 FARMVILLE VOL FIRE DEPT 22397 MUNICIPAL EMERGENCY SERV | Payment to Rice VFD 11772 BUG BUSTERS PEST CONTROL 12024 C W WILLIAMS 12845 GFL/COUNTY WASTE 12845 GFL/COUNTY WASTE 14300 EAST END MOTOR CO INC 14695 ELLINGTON'S LAWN SERVICE 21319 BRIGHTSPEED 22397 MUNICIPAL EMERGENCY SERV 221312 BRIGHTSPEED 22397 MUNICIPAL EMERGENCY SERV 21421 VACORP 31446 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA | | 28640 SOUTHSIDE ELECTRIC COOP Payment to Hampden-Sydney 11772 BUG BUSTERS PEST CONTROL 12024 C W WILLIAMS 15656 FIRE & SAFETY EQUIP CO 15656 FIRE & SAFETY EQUIP CO 21319 BRIGHTSPEED |
| AP375H 9/30/2024 FUND # - 1 | MAJOR# ACCT# | 6030 | 031201 | 2700 | 032200 | 7001 | 7002 | 7004 | 7005 |

| AFTER CHECKS PAGE 11 | AMOUNT 432.13 | 545.43 645.66 699.60 | 1,345.26 * 315.60 554.09 454.09 310.76 129.70 75.96 175.75 2,015.74 * | | 5,157.25 | | | 3,240.00 * 49.07 8,846.32 ** | | 625.00 625.00 * 625.00 ** | | 317.63 | |
|---|--|---|---|--------------------|--|--|---|---|---------------------------|---|-------------------|---------------------------------------|---|
| AI | | ACCOUNT TOTAL | ACCOUNT TOTAL ACCOUNT TOTAL | | | | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL MAJOR TOTAL | | | |
| 9/30/2024 | DESCRIPTION HSVFD | LATCH, CAB INV SETUP/TRAINING | DIESEL/REGULAR DIESEL/REGULAR DIESEL/REGULAR DIESEL/REGULAR PVD DIESEL PVD GAS PVD GAS | | LINE OF DUTY INS | PEC ADRSS DATA MAINT | EVERBRIDGE ALERT SYS | EMERGENCY SERVICES | | JUVENILE DETENTION | | WRKRS COMP INS FY25 | TIRE PATCH KIT OIL CHNGE, TIRE RPR |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | INV# 8350720002 0724 | 10511RIC ESO-142989 | HSVFD FUEL 0324 HSVFD FUEL 0424 HSVFD FUEL 0524 HSVFD FUEL 0624 PVD DIESEL 0724 PVD GAS 0724 PVD GAS 0824 | | LODA 2/4 0924 | 347973 34335102 | 25-00308 | 242374982 0824 | | 2251 | | WRKCOMP2/4 0924 | REIMB 0924 2 53533 |
| 14 LISTING OF GENERAL FUND | VENDOR VENDOR NUMBER NAME 31846 DOMINION ENERGY VIRGINIA | Payment to Meherrin VFD 10850 ATLANTIC EMERGENCY 14801 ESO SOLUTIONS, INC | VFD Fuel 17139 HAMPDEN SYDNEY COLLEGE 17139 HAMPDEN SYDNEY COLLEGE 17139 HAMPDEN SYDNEY COLLEGE 17139 HAMPDEN SYDNEY COLLEGE 25782 PRINCE EDWARD CO PBLC SCH 29440 PRINCE EDWARD CO TREAS 29440 PRINCE EDWARD CO TREAS | EMERGENCY SERVICES | Line of Duty Insurance 31421 VACORP | Professional Service E-91 29280 TIMMONS GROUP | Citizen Alert System 29332 TOWN OF FARMVILLE | Telecommunications 31339 VERIZON WIRELESS | REGIONAL JAIL & DETENTION | Purchase of Services - JD 25375 PIEDMONT RGNL JUVENILE | BUILDING OFFICIAL | Worker's Compensation 31421 VACORP | Repairs & Maint-Auto 22581 MOORE, PHILLIP 25210 PAMPLIN EXXON |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# | 7007 | 7041 | 032500 | 2800 | 3160 | 5023 | 5230 | 033200 | 3196 | 034100 | 2700 | 3311 |

| AFTER CHECKS PAGE 12 | AMOUNT | 80.43 | | | | 180.50 * 1,173.69 ** | 333.52 | 5.00 5.00 5.00 5.00 | 475.54 * 75 96 | | 26.00 * 398 04 | 398.04 * | 136.82 121.26 258.08 * | 428.90 | |
|---|--|------------------------|---|---|---|------------------------------|---------------------------------------|---|-------------------------------------|---------------|---|---------------|---|---------------------------------------|--|
| AF | | | | | | ACCOUNT TOTAL MAJOR TOTAL | | | ACCOUNT TOTAL | ACCOUNT TOTAL | ACCOUNT TOTAL | ACCOUNT TOTAL | ACCOUNT TOTAL | | |
| 9/30/2024 | DESCRIPTION | BUILDING | FOOD FOR MEETING FOOD APPEALS MEETING | FLASH DRIVE/PAPER DESK ORGANIZER FILE-MEMO-PENCL HLDR PAPER CLIPS/STAPLES COMMENT FORMS | VA RESIDENTIAL CODE | | WRKRS COMP INS FY25 | VET CARE VET CARE VET CARE VET CARE | LIGHT BULBS | E- | AT, CON | | ANIMAL CONTROL ANIMAL CONTROL | DOG TAGS 2024 | CAPTURE/HOLD 2 PIGS IMMUNIZATIONS MOORE |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | #ANI | 242374982 0824 | 8378 BLDG 0924 REIMB 0924 1 | 1RHV-7PCP-JW4J 19R7-7VX4-NK34 415 590567 415 591157 REIMB 0924 3 | 8378 BLDG 0924 | | WRKCOMP2/4 0924 | 13113 377372 13113 377472 13113 378127 934358 | 996978-NPASHP | 24 | 0890745003 0824 | | 310119726 0924 242374982 0824 | 280909 | 189046 120009556 0824 |
| GENERAL FUND | VENDOR VENDOR NUMBER NAME Telecommunications | 31339 VERIZON WIRELESS | Travel-Subsistence & Lodg 11250 BENCHMARK COMMUNITY BANK 22581 MOORE, PHILLIP | Office Supplies 10259 AMAZON CAPITAL SERVICES 10259 AMAZON CAPITAL SERVICES 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY 22581 MOORE, PHILLIP | Books and Subscriptions 11250 BENCHWARK COMMUNITY BANK | | Worker's Compensation 31421 VACORP | Vet Care 27524 RIDGE ANIMAL HOSPITAL 27524 RIDGE ANIMAL HOSPITAL 27524 RIDGE ANIMAL HOSPITAL 31360 VETERINARY EMERGENCY CENTE | Repairs/Maintenance 21811 LOWE'S | | Electrical Services 31846 DOMINION ENERGY VIRGINIA | | 21319 BRIGHTSPEED 31339 VERIZON WIRELESS | Dog Tags 23463 NATIONAL BAND & TAG | Miscellaneous 16911 JERRY A BROWN 25840 PRINCE EDWARD HEALTH DPT |
| AP375H 9/30/2024 FUND # - 100 | MAJOR# ACCT# 5330 | 0 1 1 1 | 5530 | 6001 | 6012 | | 2700 | 3110 | 3310 | 3311 | 5110 | 5230 | | 5821 | 5899 |

| AFTER CHECKS PAGE 13 | AMOUNT | 164.39 164.39 * | | 326.60 * 470.42 | 470.42 * 162.96 | 60.00 | | | 3,996.00 800.00 430.00 5,226.00 * 5,226.00 * | | 1,357.89 1,357.89 * | 400.00 400.00 800.00 | 140.44 517.25 965.00 155.00 550.00 | 7,227.69 * 373.97 |
|---|-----------------|--|--|--|---|---|---------------------------|-----------------------|--|--------------------|---------------------------------------|---|--|--|
| AF | | ACCOUNT TOTAL | | | ACCOUNT TOTAL | ACCOUNT TOTAL | | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL | | | ACCOUNT TOTAL |
| 9/30/2024 | DESCRIPTION | ORGANIZRS/STAMP/PAD | MEDICAL SUPPLIES MEDICAL SUPPLIES ACO SHELTER SUPPLIES | FOOD FOR SHELTER | JANITORIAL SUPPLIES | VEHICLE SUPPLIES | RESPIRATOR FOR ACO | | PROFESSIONAL SERVICE EASEMENT RESERVOIR SRR WITHDRW PERMIT | | WRKRS COMP INS FY25 | MONITORING DSS MONITORING YAK ATTCK | SEPTEMBER 2024 4TH QTR BILL PM SVC SIGNS © DSS BUILDNG SVC CALL/LEVER LOCKS REPLACE OIL PUMP PREVENT MAINT OCT 24 | TIE ROD/WHL ALGNMNT |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | TNV# | 19R7-7VX4-MLCQ | 8360 ADMIN 0924 8360 ADMIN 0924 630109 0824 | 630109 0824 | 630109 0824 | 984999-NQDBTC | 975319-NPTGAB | | 16453 0354 001 P463X45D 348202 46844 | | WRKCOMP2/4 0924 | 16073469 16073470 | CIN010730451 131134 5160 1643 33694 33773 | 0242202 |
| GENERAL FUND | | ULLICE SUPPLIES 10259 AMAZON CAPITAL SERVICES | Supplies for Shelter 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 21153 CAPITAL ONE/ WALMART | Shelter Food 21153 CAPITAL ONE/ WALMART | Janitorial Supplies 21153 CAPITAL ONE/ WALMART | Vehicle & Powered Equip S 21811 LOWE'S | Equipment 21811 LOWE'S | SANDY RIVER RESERVOIR | Professional Services 10651 AQUALAW PLC 13393 DICKERSON SURVEYING LLC 29280 TIMMONS GROUP | GENERAL PROPERTIES | Worker's Compensation 31421 VACORP | Professional Services 17877 HUDSON-PAYNE ELECTRONICS 17877 HUDSON-PAYNE ELECTRONICS | Repairs/Maintenance 12408 CHEMTREAT INC 12744 COMFORT SYSTEMS USA 19371 JOE GILES SIGNS INC 25352 PHELPS LOCKSMITH SERVICE 31167 VALLEY BOILER INC 31167 VALLEY BOILER INC | Repairs & Maint-Auto & Eq 14300 EAST END MOTOR CO INC |
| AP375H 9/30/2024 FUND # - 100 | MAJOR# ACCT# | TODA | 6002 | 6003 | 6005 | 6009 | 8202 | 042610 | 3160 | 043200 | 2700 | 3160 | 3310 | 3311 |

| AFTER CHECKS PAGE 14 | AMOUNT 28.00 39.99 | 25.50 25.50 8.30 47.61 47.61 1.458.65 681 1.7.53 1.33 1.33 1.102.20 77.51 | 16,909.07 * 68.87 39.47 52.07 206.30 29.78 | 472 142 142 142 142 142 142 142 142 142 14 | 280.83 * 495.00 | 13.94 13.94 | | 8.26 |
|---|---|--|---|--|---|---|--|--|
| 1 | | | | | ACCOUNT TOTAL | | | |
| 9/30/2024 | DESCRIPTION FLAT TIRE REPAIR STIHL S/N 540943697 | SANDY RIVER ROY CLARK MONUMENT COURTHOUSE SOUTH ST PARKING LOT STEPS STEPS STEPS STEPS STEPS CORSHAM CLERK OFFICE LIGHTS @ RICE AG BUILDING SHOP | TWN OF FRMVLE WATER WATER & SEWER WATER WATER & SEWER WATER & SEWER | PEFYA AUTO FIRE TEST ELEVATOR PEGYA BLDG FIRE ALRM PUBLIC WORKS | MONTHLY SERVICE | SNACKS FOR MTG | JANITORIAL SUPPLIES JANITORIAL SUPPLIES GLOVES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES JANITORIAL SUPPLIES | RENTAL GRND FLOOR |
| FRINCE EDWARD ' INVOICES FOR 9/01/2024 | INV# 0243741 IN12333 | 114379002 0924 1230385005 0824 2786281903 0924 3646262521 0924 498331565908242 495135099 0824 4951935099 0824 6669158583 0924 810547594408242 9670710004 08242 | 8360 ADMIN 0924 AG BLDG 0824 CH LAWN 0824 STEPS 0824 56 SMI WAY 0824 | 322238 310441360 0824 491005300 0824 242374982 0824 | 11177 | 630109 0824 | 337890 338099 338233 338825 4202854106 4202854106 4203583940 4203583940 4204227009 4205005905 1680147197 1680149388 | 23465833 0824 2 |
|) GENERAL FUND | VENDOR VENDOR NUMBER NAME 14300 EAST END MOTOR CO INC 29083 TAYLOR-FORBES EQUIP CO | Electrical Services 28640 SOUTHSIDE ELECTRIC COOP 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA | Water & Sewer 11250 BENCHMARK COMMUNITY BANK 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE 29332 TOWN OF FARMVILLE | Telecommunications 10251 ALLIED SECURITY SYSTEMS, I 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21339 VERIZON WIRELESS | Portable Toilet Rental 28869 STIFF O O INC | Travel-Subsistence & Lodg 21153 CAPITAL ONE/ WALMART | Janitorial Supplies Jast DIAMOND PAPER COMPANY 13367 DIAMOND PAPER COMPANY 13367 DIAMOND PAPER COMPANY 13367 DIAMOND PAPER COMPANY 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27923 CINTAS CORPORATION #524 27923 CINTAS CORPORATION #524 27923 UNIFIRST CORPORATION #524 30239 UNIFIRST CORPORATION | Repairs and Maintenance S 12947 CRYSTAL SPRINGS |
| AP375H 9/30/2024 FUND # - 100 | MAJOR# ACCT# | 5110 | 5130 | 5230 | 5440 | 5530 | 0 0 0 | 6007 |

| AFTER CHECKS PAGE 15 | AMOUNT 74.98 13.99 16.36 50.96 104.70 50.96 11.80 106.83 1186.83 91.12 81.62 81.62 81.62 81.62 81.62 121.06 61.04 121.04 121.04 121.04 122.00 15.98 15.98 | 6,152.20 * 108.96 393.59 | | 299.15 * 6,200.00 6,200.00 * 43,682.32 ** | 240.42 | 2,916.67 * | 16 76 |
|--|--|---|--|---|---------------------------------------|--|--|
| AF | | ACCOUNT TOTAL | ACCOUNT TOTAL | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | | |
| 24 9/30/2024 | DESCRIPTION WATER/RENTAL 2ND FL DELIVERY DELIVERY 400V CLAMP METER OCTRON FLOUR LAMP VX100DG BOX MOUNT WAX RING/HNDLE RING MUSHROOM COMPOST (15) ROAD SIGNS SIGN/LETTERS SIGN/LETTERS SIGN/LETTERS SIGN/LETTERS STREET SIGNS CTY SHP ROOF PNT FLOOR REGISTER COVRS PAINT VISITOR CENTER SHOVEL/RCH TOOL/PINS SHOVEL/RCH TOOL/PINS SHOVEL/RCH TOOL/PINS SHOVEL/RCH TOOL/PINS PAINT VISITOR CENTER SHOVEL/RCH TOOL/PINS PAINT VISITOR CENTER PAINT ROLLER COVERS BIRD REPELLENT OIL/ELEMENT ASSY (4) SCPS TOPSOIL | B & G DIESEL B & G DIESEL | UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL | FLOOR SCRUBBER | WRKRS COMP INS FY25 | PEC CANNERY CONTRACT | CANNERY |
| FRINCE EDWARD OF INVOICES FOR 9/01/2024 | INV# 23465833 0824 2 796653 796653 7976653 797153 797153 797153 797153 797153 797153 392977 392977 392677 393622 393712 1425 998398-NNFCOW 998398-NNFCOW 998398-NNFCOW 998398-NNFCOW 998398-NNF2CO 1782-6 999127-NPFRRW 07DR2408-C92768 2408-194260 1782-6 9900-0 1269403 INV11294 431578 | DIESEL 0724 DIESEL 0824 | 4202130141 4202854106 4203583940 4204227009 4205005905 | 337890-1 | WRKCOMP2/4 0924 | 908 | 44435001 0924 |
| 00 GENERAL FUND | VENDOR VENDOR VENDOR NUMBER 12947 CRYSTAL SPRINGS 12947 CRYSTAL SPRINGS 15560 FARWVILLE WHSALE ELECTRIC 15560 FARWVILLE WHSALE ELECTRIC 15560 FARWVILLE WHSALE ELECTRIC 15560 FARWVILLE WHSALE ELECTRIC 15799 FLAMELESS SPECIALTIES 16915 GULLY TAVERN LANDSCAPING 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21001 LOWE'S 21011 LOWE'S 21811 LOWE'S 21811 LOWE'S 21811 LOWE'S 21811 LOWE'S 21811 LOWE'S 21811 LOWE'S 21811 LOWE'S 21811 LOWE'S 21831 LOWE'S 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21001 KEVIN TURNER 21005 KORMAN SIGNS 21005 KORMAN SIGNS 21001 KEVIN TURNER 21005 KORMAN SIGNS 21001 KEVIN TURNER 21005 KORMAN SIGNS 21001 KORMAN SIGNS 21005 KORMAN SIGNS 210005 KORMAN SIGNS 21005 KORMAN SIGNS | Vehicle & Powered Equip F 25782 PRINCE EDWARD CO PBLC SCH 25782 PRINCE EDWARD CO PBLC SCH | Uniforms & Wearing Appare 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 | Equipment 13367 DIAMOND PAPER COMPANY CANNEDV | Worker's Compensation 31421 VACORP | Professional Services-Can 31653 VIRGINIA FOOD WORKS | Electrical Services 28640 SOUTHSIDE ELECTRIC COOP |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# | 6008 | 6011 | 8201 | 2700 | 3161 | 5110 |

| AFTER CHECKS PAGE 16 | AMOUNT | 125.68 | | | 539.55 594.08 3,000.00 3,000.00 218.42 187.60 | 7,539.65 * 7,539.65 ** | | 367.31 367.31 367.31 367.31 1,110.00 1,140.00 450.00 1,200.00 1,200.00 1,200.00 1,200.00 2,637.00 2,637.00 2,637.00 2,637.00 2,637.00 2,655.24 * |
|---|--|-------------------|---|--------------------------|--|------------------------------|----------------------------|--|
| A | | | | | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL |
| 9/30/2024 | DESCRIPTION | CANNERY | CREDIT ON ACCOUNT PROPANE CANNERY | | HOTEL (5) NIGHTS HOTEL (4) NIGHTS MEETINGS/RESEARCH MEETINGS/RESEARCH TRAVEL MILEAGE TRAVEL MILEAGE | | | PROFESSIONAL SERVICE PROFESSIONAL SERVICE |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | TNV# | 310248529 0924 | CREDIT 0924 954109 63792K 8 | | HOTEL 0724 HOTEL 0824 MEETINGS 0724 MEETINGS 0824 MILEAGE 0724 MILEAGE 0824 | | | 0824 0824 0824 0824 0824 0824 0824 0824 |
| 4 LISTING OF GENERAL FUND | VENDOR VENDOR NUMBER NAME Telecommunications | 21319 BRIGHTSPEED | Vehicle & Powered Equip F 25247 PARKER OIL COMPANY INC 25247 PARKER OIL COMPANY INC | SUBSTANCE ABUSE SERVICES | Opioid Abatement Authorit 27161 REAVIS, HELEN E 27161 REAVIS, HELEN E | | COMPREHENSIVE SERVICES ACT | CSA PrOGRAMS 12929 CROSSROADS SERVICES BD 12929 CROSSROADS SERVICES BD 12929 CROSSROADS SERVICES BD 12929 CROSSROADS SERVICES BD 12956 FULCRUM COUNSELORS, LLC 15965 FULCRUM COUNSELORS, LLC 17065 HALLMARK YOUTHCARE-RICHMD 27578 SH VARSITY ACQUISITION SUB 27578 SH VARSITY ACQUISITION SUB |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# 5330 | | 6008 | 052400 | 5602 | | 053500 | 3160 |

| AFTER CHECKS PAGE 17 | AMOUNT | 3,000.00 | 2,000.00 1,900.00 276.00 231.10 131.10 | 5,109.92 * 8,109.92 * | | 539.03 | | 5,371.83 * 8.95 | | | 9,360.74 ** | 12.79 | 12.79 * | 40.42 40.42 * | 54,818.00 54,818.00 * 54,871.21 ** |
|--|---|---|--|---|----------|---------------------------------------|---|---|--|--|----------------------|---------------------------------------|---------------|------------------------|---|
| AI | | | ACCOUNT LUTAL | ACCOUNT TOTAL MAJOR TOTAL | | TERCE REPORTE | | | | | MAJOR TOTAL | | ACCOUNT TOTAL | ACCOUNT TOTAL | ACCOUNT TOTAL MAJOR TOTAL |
| 224 9/30/2024 | DESCRIPTION | 21-22 SUPPORT | LEAFGU NDD MUI INTAL SAND F SAND F SAND F SAIN COLOR | ITMMOD OCTIA (C#TODA | | WRKRS COMP INS FY25 | COMP PLAN MTG FOOD COMP PLAN MTG 8/29 COMP PLAN UPDATE | FIRST CLASS LETTER | PLIANNING | CENTRL VA PLRTY COOP | | WRKRS COMP INS FY25 | | ECONOMIC DEV | PUBLIC INVEST COMMIT |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | #NN1 | FY22 SUPPORT | 834773 24738 R00530 67725 980775-NOAKDU 999805-NDAKDU | H < 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 | | WRKCOMP2/4 0924 | 1555 ADMIN 0924 8360 ADMIN 0924 PE-NPS-1-13 | 8378 BLDG 0924 | 242374982 0824 | POULTRY COOP924 | | WRKCOMP2/4 0924 | | 242374982 0824 | FY25 INVESTMENT |
| 00 GENERAL FUND | VENDOR VENDOR NUMBER NAME SUPERVISION OF PARKS & RECREATION | Heart of Virginia Festiva 17480 HEART OF VA FESTIVAL | County Recreation 11251 BATES GUTTERS 12998 CWT, INC. 13000 CURTIS LANE HOLDINGS, LLC 18908 J R THARPE TRUCKING CO 21811 LOWE'S 21811 LOWE'S | anone alone | PLANNING | Worker's Compensation 31421 VACORP | Professional Services 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK 11259 BERKLEY INVESTMENTS, LLC | Postal Services 11250 BENCHMARK COMMUNITY BANK | Telecommunications 31339 VERIZON WIRELESS | AFID Poultry Coop Grant M 12745 COMMONWEALTH REGIONAL | ECONOMIC DEVELOPMENT | Worker's Compensation 31421 VACORP | | 31339 VERIZON WIRELESS | Regional Development Part 31660 VHREDA |
| AP375H 9/30/2024 FUND # - 1 | MAJOR# ACCT# 071100 | 5642 | 5651 | | 081100 | 2700 | 3160 | 5210 | 5230 | 5641 | 081500 | 2700 | 5230 | | 5602 |

| AFTER CHECKS PAGE 18 | AMOUNT | 7.99 7.99 | | | | | 4.05 6.12 | | ດ ເມ ເດ | | 2,210.00 2,210.00 * 2,210.00 ** | | 153.36 153.36 * 153.36 * | | 44.99 |
|---|---|---------------------------------------|---|---|---|--|---|---|---|-------------------------|--|------------------------------|---|-----------------|--|
| AF | | | | | | | | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL MAJOR TOTAL | | |
| 9/30/2024 | DESCRIPTION | WRKRS COMP INS FY25 | TRSM IMPLMNT AUG 24 | DREAM WEDDING POSTS TRSM PR MLTWTR 0924 | VISITOR CENTER A VISITOR CENTER B | WATER & SEWER | UPS CHARGES UPS CHARGES | VISITOR CENTER | PEC WAYFINDING | | PEC PLAN REVIEW | | PE COOP EXT SVC | | SEPTEMBER EMAIL HOST |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | #NNI | WRKCOMP2/4 0924 | 3045 | 8386 ED 0924 3045 | 0675198071 0824 1059387447 0824 | VISITR CTR 0824 | 8360 ADMIN 0924 8360 ADMIN 0924 | 2409-0042028 | 161 2021-0057 | | 86706 20220727 | | 309520098 0824 | | H0467 |
| DI GENERAL FUND | VENDOR VENDOR NUMBER NAME TOURISM | Worker's Compensation 31421 VACORP | Advertising 21756 LETTERPRESS COMMUNICATIONS | Transient Occupancy Tax E 11250 BENCHMARK COMMUNITY BANK 21756 LETTERPRESS COMMUNICATIONS | Electrical Services 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA | Water & Sewer 29332 TOWN OF FARMVILLE | Postal Services 11250 BENCHMARK COMMUNITY BANK 11250 BENCHMARK COMMUNITY BANK | Telecommunications 20904 KINEX NETWORKING SOLUTION | VTC ARPA Tourism Grant 15958 FRAZIER & FRAZIER INC | FLOOD & EROSION CONTROL | Stormwater Review Fees 17925 HURT & PROFFITT, INC | COOPERATIVE EXTENSION OFFICE | Telecommunications 21319 BRIGHTSPEED | GENERAL EXPENSE | Internal Telecom Account 10162 ADVERNOLOGY, INC |
| AP375H 9/30/2024 FUND # - 100 | MAJOR# ACCT# 081600 T | 2700 | 3600 | 3700 | 5110 | 5130 | 5210 | 5230 | 5892 | 082300 F | 5470 | 083500 C | 5230 | 001000 | 5230 |

| AFTER CHECKS PAGE 19 | AMOUUNT 140.30 102.20 102.20 116.20 71.80 671.80 655.35 88.75 70.30 71.80 71.70 71.8 | 6 2 2 0 . 5 1 7 0 2 . 7 2 8 8 1 5 . 7 2 8 6 1 5 . 7 2 4 6 1 . 8 7 6 5 4 . 8 4 6 5 5 6 5 6 5 6 5 6 5 6 6 6 6 6 6 6 6 6 | | 168.00 * 114.55 * 114.55 * 15,362.46 ** | | 1,416.25 1 416 25 * | 13,345.98 3,689.07 | 0000 |
|---|---|---|---|--|------------------|--------------------------------------|---|--|
| E, | | | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | ACCOLINT TOTAL. | | |
| 9/30/2024 | DESCRIPTION COUNTY ADMIN SHERIFF MAGISTRATE COLRCUIT COURT CLERK BUILDING/PLANNING CORM OF REVENUE HEALTH DEPT PROBATION& PAROLE HEALTH DEPT 2 VICTIM WITNESS CIRCUIT COURT PROBATION& PAROLE HEALTH DEPT 2 VICTIM WITNESS CIRCUIT COURT TREASURER GENERAL DIST COURT COMMONEALTH ATTY JUVENILE & DOMESTIC REGISTRAR INTERNET INTERNET INTERNET HEALTH DEPT | GAS GAS GAS GAS GAS GAS GAS | KENNY BROWN | SEPTEMBER 2024 | | NETWORK ASSESSMENT | FLOW MANAGMNT PLAN FLOW MANAGEMNT PLAN | T&M RICE VIDEO SYSTM TRIPPLITE BACKUP |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | INV# 2409-0042029 2409-0042030 2409-0042031 2409-0042033 2409-0042033 2409-0042034 2409-0042035 2409-0042035 2409-0042041 2409-0042041 2409-0042041 2409-0042043 2409-0042033 2409-002033 24009-0042033 24009-0042033 2400002033 2400002033 240 | S707883 S718571 S741374 S775809 S786538 S824620 S849284 | 22387 | 594440 | | PS0066849 | 348203 68240 349158 68240 | 24487 415 590703 |
| 4 100 GENERAL FUND | VENDOR NUMBER NUMBER 20904 KINEX NETWORKING SOLUTION 20904 KINEX NETWORKING SOLUTION | Internal Fuel Account 28598 SOUTHERN STATES-AMELIA 28598 SOUTHERN STATES-AMELIA | Contingency 27756 ROCHETTE'S FLORIST | Flores Admin Fee 15837 FLORES & ASSOCIATES, LLC | CAPITAL PROJECTS | Computer System 18949 INTERVISION | Sandy River Project 29280 TIMMONS GROUP 29280 TIMMONS GROUP | Compactor Site Improvemen 10124 ACME TECHNICAL GROUP 20600 KEY OFFICE SUPPLY |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# | 5803 | 5807 | 5811 | 094000 | 0002 | 0003 | 0010 |

| AFTER CHECKS PAGE 20 | AMOUNT | 70.00 4,045.50 | | 10,050.00 * 11,049.87 5,600.00 | 132,692.29 528,445.56 43,272.03 43,272.03 43,772.03 43,772.03 43,772.03 43,772.30 43,772.30 43,772.30 43,772.33 9,659.35 9,659.35 9,659.35 | 1,035,605.21 * 15,000.00 15,000.00 * 1,104,871.87 ** | | 213,317.18 | 213,317.18 * 41,667.86 | | 114,531.25 114,531.25 699,516.29 ** | 2,315,006.31 |
|---|------------------------------|---|--|--|--|---|--------------|--|--|--|--|--------------|
| E, | | | | ACCOUNT TOTAL | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | | ACCOUNT TOTAL | ACCOUNT TOTAL | | FUND TOTAL |
| 9/30/2024 | DESCRIPTION | (4) SETS ACO NEW BLD ACO NEES ASSES/FEAS | PHASE 1 COUNTER TOPS PHASE 2 COUNTER TOPS | FNL PMT LIQUID FILL WALK IN FREEZER | MOBILE CLASSRM CMPLX MOBILE CLASSRM CMPLX 622844 RENO PEC SCHL ELEMENTARY SCHL PRJT ELEMENTARY SCHL PRJT | PUBLIC COMM IMPLMNT | | PRINCIPAL GF | INTEREST GF | PRINCIPAL | INTEREST | |
| PRINCE EDWARD INVOICES FOR 9/01/2024 | #VN1 | 6267 614805-005 | 423-825 423-826 | SO40273 0002 CANNERY | 2-PECPS-MCC 3-PECPS-MCC 622844-015 9021767946 9021767948 9021767948 9021767951 9021767951 9021767953 9021767953 | 1020 | | VRA 2017B 0924 | VRA 2017B 0924 | VRA 2019B 0924 | VRA 2019B 0924 | |
| GENERAL FUND | VENDOR VENDOR NUMBER NAME | Animal Sheller 22203 MAXEY & ASSOCIATES 22740 MOSELEY ARCHITECTS PC | General Properties 21042 KWC CONTRACTING LLC 21042 KWC CONTRACTING LLC | AFID - Cannery 10122 ACCUTEK PACKAGING EQUIPMEN 23037 T&L EQUIPMENT & SERVICE LL | School - CIP 20318 KENBRIDGE CONSTRUCTION COM 20318 KENBRIDGE CONSTRUCTION COM 22740 MOSELEY ARCHITECTS PC 32697 WILLIAMS SCOTSMAN INC 32697 WILLIAMS SCOTSMAN INC | Radio Project-Countywide 12944 CTA CONSULTANTS, LLC | DEBT SERVICE | 2017 Bond Financing-Princ 30420 US BANK | 2017 Bond Financing-Inter 30420 US BANK | 2019 Bond Financing - Pri 30420 US BANK | 2019 Bond Financing - Int 30420 US BANK | |
| AP375H 9/30/2024 FUND # - 100 | MAJOR# ACCT# | 5T00 | 0043 | 0044 | 0250 | 0302 | 095000 I | 0112 | 0113 | 0114 | 0115 | |

| AFTER CHECKS PAGE 21 | AMOUNT | 13,000.00 13,000.00 * 13,000.00 ** | 13,000.00 |
|---|---|---|------------|
| A | | ACCOUNT TOTAL MAJOR TOTAL | FUND TOTAL |
| . 9/30/2024 | DESCRIPTION | K-9 GERMAN SHEPHERD | |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | #ANI | 101 K | |
| AP375H 9/30/2024 FUND # - 105 FORFEITED ASSETS FUND | VENDOR VENDOR NUMBER NAME FORFEITED DRUG ASSETS | Police Supplies - Sheriff 31327 VENTOSA K9 KENNEL INC. | |
| AP375H 9/30/2024 FUND # - 10 | MAJOR# ACCT# 031700 | 6010 | |

| AFTER CHECKS PAGE 22 | AMOUNT | 297.50 | 229.44 229.44 48.15 | 456.40 733.99 * 1,031.49 ** |
|--|-------------------------------------|--|---|-----------------------------------|
| AF | | | TETOT INCODA | ACCOUNT TOTAL MAJOR TOTAL |
| 9/30/2024 | DESCRIPTION | INV SETUP/TRAINING | CELLULAR SERVICE PEST CONTROL | HSVFD |
| PRINCE EDWARD LISTING OF INVOICES FOR 9/01/2024 | #ANI | ESO-142989 | 77474 0724 HSFD 998053 | 8350720002 0731 |
| EMS DISTRICT FUND | VENDOR VENDOR NUMBER NAME EMS | Meherrin EMS 14801 ESO SOLUTIONS, INC | Hampden Sydney EMS 10102 AT&T MOBILITY 11772 BUG BUSTERS PEST CONTROL | 31846 DOMINION ENERGY VIRGINIA |
| AP375H 9/30/2024 FUND # - 205 | MAJOR# ACCT# 032301 | 7008 | 7010 | |

1,031.49

FUND TOTAL

| AFTER CHECKS PAGE 23 | AMOUNT | 60.01 60.01 * 60.01 ** | | 167,096.38 167,096.38 * | 32,639.42 32,639.42 199,735.80 ** | 199,795.81 |
|-------------------------------------|--|--|--------------|--|--|------------|
| AI | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL | ACCOUNT TOTAL MAJOR TOTAL | FUND TOTAL |
| FRINCE EDWARD 01 WATER FUND | DESCRIPTION | WATER & SEWER | | PRINCIPAL WF | INTEREST WF | |
| | #ANI | WATER TANK 0824 | | VRA 2017B 0924 | VRA 2017B 0924 | |
| | VENDOR VENDOR NUMBER NAME GENERAL PROPERTIES | Water Service 29332 TOWN OF FARMVILLE | DEBT SERVICE | 2017 Bond Financing-Princ 30420 US BANK | 2017 Bond Financing-Inter 30420 US BANK | |
| AP375H 9/30/2024 FUND # - 501 | MAJOR# ACCT# 043200 | 5130 | 095000 | 0024 | 0025 | |

| AFTER CHECKS PAGE 24 | AMOUNT | 71.06 71.06 * 71.06 ** | | 79,586.44 | 15,545.85 15,545.85 15,545.85 * 95,132.29 ** | 95,203.35 |
|--|--|---|--------------|--|---|------------|
| АF | | ACCOUNT TOTAL MAJOR TOTAL | | | ACCOUNT TOTAL MAJOR TOTAL | FUND TOTAL |
| :4 9/30/2024 | DESCRIPTION | SEWER PUMP | | PRINCIPAL SF | INTEREST SF | |
| PRINCE EDWARD LISTING OF INVOICES FOR 9/01/2024 SEWER FUND | #AMI | 414870028108242 | | VRA 2017B 0924 | VRA 2017B 0924 | |
| | VENDOR VENDOR NUMBER NAME GENERAL PROPERTIES | Electrical Services 31846 DOMINION ENERGY VIRGINIA | DEBT SERVICE | 2017 Bond Financing-Princ 30420 US BANK | 2017 Bond Financing-Inter 30420 US BANK | |
| AP375H 9/30/2024 FUND # - 502 | MAJOR# ACCT# 043200 | 5110 , | 095000 | 0024 | 0025 | |

| AFTER CHECKS PAGE 25 | AMOUNT | 7,271.80 7.271.80 | | 209.80 500.00 500.00 5988.31 | 113 92 92 | 539.00 577.50 890.12 006.62 | | - 4004400H |
|--|---|--------------------------------------|--|--|---|---|---|--|
| AF | | | TAILOT INDOCOOR | | | ACCOUNT TOTAL | | ACCOUNT TOTAL |
| 4 9/30/2024 | DESCRIPTION | WRKRS COMP INS FY25 | <pre>(2) TIRES/FLAT RPR AC COMPRESS/RECHARGE COMPACTOR CLOSED SGN GLVS/BLUE DEF/DEGRSR</pre> | 2.5 DEF PUMP TANK RICE SITE PUMP TANK RICE SITE KENWORTH PM SERVICE | TRASH COLLECTION TRASH COLLECTION TRASH COLLECTION | TIRE RECYCLING TIRE RECYCLING RECYCLING | DARLINGTON HGTS SITE RECYCLE CENTER CELL C PUMP STATION RICE CONV SITE LANDFILL OFFICE SCLHSE LEACHATE PUMP WORSHAM CONV SITE SHOP @ LANDFILL PROSPECT CONV SITE SCALE HOUSE LANDFILL SHELTER | GREEN BAY CONV SITE RICE CONV SITE TUGGLE CONV SITE PROSPECT CONV SITE PROSPECT CONV SITE WORSHAM CONV SITE DARLINGTON HGHT SITE DARLINGTON HGTS SITE |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | #ANT | WRKCOMP2/4 0924 | 0241751 0242302 5175 281453 | 274315 2383 JULY 2024 2383 JUNE 2024 11205W14003 | 0974-000646450 0974-000646451 0974-000646451 | ETAP WP2004 ETAP WP2038 AUGUST 2024 | 114379001 0924 114379003 0824 0670040567 0824 210005242362-8 4268948512 0824 5181167213 0824 7471653571 0824 8535655636 0824 8601161519 0824 8970737501 0824 9176847250 0824 | 309480181 0824 309553498 0824 309615846 0824 309714661 0824 309714661 0824 310039285 0924 131056010 0824 131056010 0824 |
| DISTING | VENDOR VENDOR NUMBER NAME COLLECTIONS | Workers Compensation 31421 VACORP | Repairs/Maintenance 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 19371 JOE GILES SIGNS INC 32926 WRIGHT AUTO SUPPLY | Repairs & Maint-Auto & Eq 23246 NAPA AUTO PARTS (APPOMATTO 28869 STIFF O O INC 28869 STIFF O O INC 29985 TRUCK ENTEPRISES LYNCHBRG | Contract Landfill - POS 10254 REPUBLIC SERVICES #974 10254 REPUBLIC SERVICES #974 10254 REPUBLIC SERVICES #974 | Purchase of Service - Rec 14723 EMANUEL TIRE MANAGEMENT AP 14723 EMANUEL TIRE MANAGEMENT AP 28866 STEPS, INC | Electrical Services 28640 SOUTHSIDE ELECTRIC COOP 28640 SOUTHSIDE ELECTRIC COOP 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA | Telecommunications 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21319 BRIGHTSPEED 21319 BRIGHTSPEED 31337 VERIZON 31337 VERIZON |
| AP375H 9/30/2024 FUND # - 52 | MAJOR# ACCT# 042300 | 2700 | 3310 | 3311 | 3840 | 3841 | 5110 | 5230 |

| AFTER CHECKS PAGE 26 | AMOUNT 71.23 61.23 23.31 | | | 3,887.19 * 161.93 * 161.93 * 26,863.31 ** | | | 1,620.63 5,550.00 5,550.00 | 7,170.63 * 107.95 20.36 20.36 148.20 43.28 398.26 87.00 | 1,623.29 * 34.41 8.26 23.80 | 66.47 * 123.03 80.43 | | 105.45 × |
|---|--|---|---|--|---------------------|--|---|--|---|---|---|--|
| æ | | | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | | | ACCOUNT TOTAL | | ACCOUNT TOTAL | | ACCOUNT TOTAL | ACCOUNT LUIAL |
| 9/30/2024 | DESCRIPTION VIRSO CONV SITE VIRSO CONV SITE REFUSE TRUCK | MONTHLY SERVICE | COLLECTIONS DIESEL COLLECTIONS DIESEL | COMPACTOR TARP | | CONTRCTR BLEND 50LB | PEC 25 ENVIRON SVC PEC 24 ENG ANNL SVC | ACETYLENE GLOVES XLARGE STATE INSPECTION MOUNT/BALANCE TIRE HYD OIL 55G FIBER KIT CLOTH BATTERY OIL/FUNNEL/CLEANER | CYLINDER RENTAL RENTAL/LANDFILL (4) 1" SET COLLARS | LANDFILL LANDFILL | ANNUAL FEE | MOWER SERVICE |
| FRINCE EDWARD INVOICES FOR 9/01/2024 | INV# 743213759 0824 743213759 0924 242374982 0824 | 11177 | DIESEL 0724 DIESEL 0824 | 176J-H1F6-KGNT | | 1267756 | 238470 2242748 238472 22326681 | 0011127607 0011207193 0241884 024327 275271 281693 282569 282763 | 0011167921 23465833 0824 2 11449 | 309326764 0824 242374982 0824 | 907056 | P03492 |
| 24 LISTING OF | VENDOR VENDOR NUMBER NAME 31337 VERIZON 31337 VERIZON 31339 VERIZON MIRELESS | Portable Toilet Rental 28869 STIFF O O INC | Vehicle & Powered Equip F 25782 PRINCE EDWARD CO PBLC SCH 25782 PRINCE EDWARD CO PBLC SCH | Vehicle & Powered Equip S 10259 AMAZON CAPITAL SERVICES | LANDFILL OPERATIONS | Seeding, Mowing, S&EC 28596 FARMERS COOPERATIVE, INC. | Professional Services 21105 LABELLA ASSOCIATES, D.P.C. 21105 LABELLA ASSOCIATES, D.P.C. | Repairs/Maintenance 11491 ARC3 GASES 11491 ARC3 GASES 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 14300 EAST END MOTOR CO INC 23246 NAPA AUTO PARTS (APPOMATTO 32926 WRIGHT AUTO SUPPLY 32926 WRIGHT AUTO SUPPLY | Equipment Repairs & Maint 11491 ARC3 GASES 12947 CRYSTAL SPRINGS 21797 LLEWELLYN METAL WORKS INC | Telecommunications 21319 BRIGHTSPEED 31339 VERIZON WIRELESS | Annual Landfill Permit 29503 TREASURER OF VIRGINIA | Vehicle & Powered Equip S 13000 CURTIS LANE HOLDINGS, LLC |
| AP375H 9/30/2024 FUND # - 52 | MAJOR# ACCT# | 5440 | 6008 | 6009 | 042400 | 3006 | 3160 | 3310 | 3311 | 5230 | 5601 | 6009 |

| AFTER CHECKS PAGE 27 | AMOUNT 62.92 67.92 67.92 57.87 * 75.50 73.68 103.35 71.86 70.95 395.34 * 15,312.59 ** | 42,175.90 |
|--|---|------------|
| Σ ⁴ | ACCOUNT TOTAL ACCOUNT TOTAL | FUND TOTAL |
| 4 9/30/2024 | DESCRIPTION LYSOL/CLEANER/AIRFRS LUCAS RED TACKY GRS T04 FLUID WASHER FLUID/EXT LIF UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL UNIFORM RENTAL | |
| PRINCE EDWARD OF INVOICES FOR 9/01/2024 | INV# 985127-NOKJYJ 280775 282009 282133 4202130141 4202130141 420583940 4203583940 4204227009 4205005905 | |
| DILLING | VENDOR VENDOR VENDOR NUMBER NAME 21811 LOWE'S 32926 WRIGHT AUTO SUPPLY 32926 WRIGHT AUTO SUPPLY 32926 WRIGHT AUTO SUPPLY 32922 WRIGHT AUTO SUPPLY 32922 CINTAS CORPORATION #524 27922 CINTAS CORPORATION #524 | |
| AP375H 9/30/2024 FUND # - 520 | MAJOR# ACCT# 6 011 6 011 | |

| AFTER CHECKS PAGE 28 | AMOUNT | 1,021.10 1,242.17 2,263.27 * 2,263.27 ** 2,263.27 |
|---|---|---|
| | | ACCOUNT TOTAL MAJOR TOTAL FUND TOTAL |
| :4 9/30/2024 | DESCRIPTION | TRF PRJT# 3483 TRF PRJT# 3483 |
| PRINCE EDWARD G OF INVOICES FOR 9/01/2024 | #WVI | 2022 REV SHARNG 2023 REV SHARNG |
| AP375H 9/30/2024 FUND # - 737 ECONOMIC DEVELOPMENT FUND | VENDOR VENDOR NUMBER NAME ECONOMIC DEV GRANTS | TRRC YAK Attack Rev Shari 29456 TREASURER OF VIRGINIA 29456 TREASURER OF VIRGINIA |
| AP375H 9/30/2024 FUND # - 73 | MAJOR# ACCT# 081501 | 0102 |

*

| AFTER CHECKS PAGE 29 | AMOUNT | 79.65 | 61.6 6 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 6 7 | | | 3,000.00 * 13.40 10.59 172.86 100.50 | | 425.78 * 4,317.55 ** | 123.96 156.34 | 280.30 * 502.28 782.58 ** | 5,100.13 |
|---|---|---------------------------------------|---|---|---|--|---|-----------------------------------|---|---|------------|
| AF | | | | | | ACCOUNT TOTAL | | ACCOUNT TOTAL MAJOR TOTAL | | ACCOUNT TOTAL ACCOUNT TOTAL MAJOR TOTAL | FUND TOTAL |
| 9/30/2024 | DESCRIPTION | WRKRS COMP INS FY25 | PCS PCS | PCS | SEPTEMBER 2024 RENT | TRAVEL MILEAGE TRAVEL MILEAGE TRAVEL MILEAGE TRAVEL MILEAGE TRAVEL MILEAGE TRAVEL MILEAGE | BUSINESS CARDS 2025 CALENDARS PRINTER CARTRIDGE | | LAB CONFIRMATIONS LAB CONFIRMATIONS | PCCJB MTG DINNER | |
| FRINCE EDWARD INVOICES FOR 9/01/2024 | #ANI I | WRKCOMP2/4 0924 | 4324962309 0824 7218131923 0824 | 2409-0041598 | SEPT RENT 2024 | MILEAGE 0824 MILEAGE 0824 MILEAGE 0824 MILEAGE 0824 MILEAGE 0824 MILEAGE 0824 | 20226106 401 590999 401 591194 | | L387693 L389933 | REIMB 0824 | |
| 41 PIEDMONT COURT SERVICES FUND | VENDOR VENDOR NUMBER NAME PIEDMONT COURT SERVICES | Worker's Compensation 31421 VACORP | Electrical Service 31846 DOMINION ENERGY VIRGINIA 31846 DOMINION ENERGY VIRGINIA | Telecommunications 20904 KINEX NETWORKING SOLUTION | Lease/Rent of Building 28724 SRP CORPORATION LLC | Travel - Mileage 16186 GEORGE, CHELSEY 16944 STIMPSON CONNIE 21790 LIGHT, PAMELA 32147 WATKINS, KRYSTLE 32682 WILLLAMSON DONALD | Office Supplies 15380 FARMYILLE PRINTING 20600 KEY OFFICE SUPPLY 20600 KEY OFFICE SUPPLY | PCS SUPERVISION FEES EXPENDITURES | PCS - Purchase of Service 28095 ALERE TOXICOLOGY SERV INC 28095 ALERE TOXICOLOGY SERV INC | PCS - CCJB Meetings 16944 STIMPSON CONNIE | |
| AP375H 9/30/2024 FUND # - 741 | MAJOR# ACCT# 021400 | 2700 | 5110 | 5230 | 5420 | 5510 | 6001 | 100700 | 3199 | 5560 | |

| AFTER CHECKS PAGE 30 | AMOUNT | 403,055.83 ACCOUNT TOTAL 403,055.83 * MAJOR TOTAL 403,055.83 ** | FUND TOTAL 403,055.83 | TOTAL DUE 3,076,632.09 | | | | |
|--|---------------------------------|---|-----------------------|------------------------|------------------------|--------|-------|-------|
| /2024 9/30/2024 | DESCRIPTION | TRANSPORTATION | | | | Date | Date | Date |
| PRINCE EDWARD DF INVOICES FOR 9/01/2024 | #NV# | TRANS 0724 | | | . uo | | | |
| DISII | VENDOR VENDOR NUMBER NAME | Remittances to Abyon-Tran 10106 ABYON TRANSPORTATION LLC | | | seting of | Title | Title | Title |
| AP375H 9/30/2024 FUND # - 745 | MAJOR# VE ACCT# NU 096000 | 0068 | | | Approved at meeting of | Signed | | |

P.E. Board of Supervisors Odessa Pride's Mileage Record July – September 2024

•

| EVENT | NO. MILES | DATE |
|--|-----------|---------|
| Meeting w/Terra Napier for CLEO Information in Charlotte C.H. | 30 | 7/10/24 |
| CRC Meeting – Heartland Business Park - Keysville | 23 | 7/17/24 |
| CLEO Meeting - South Central Workforce Development Board – Heartland Business Park - Keysville | 23 | 7/19/24 |
| CLEO Meeting – South Central Workforce Development Board - Heartland Business Park - Keysville | 23 | 7/29/24 |
| CRC Meeting – Heartland Business Park – Keysville | 23 | 8/21/24 |
| CRC Meeting – Heartland Business Park – Keysville | 23 | 9/18/24 |
| | | |
| | 145×.67 | |
| Odessa H. Prid | | \sum |



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|-----------------------|
| Item #: | 8-d |
| Department: | County Administration |
| Staff Contact: | Cheryl Stimpson |
| Agenda Item: | Salaries |

SUMMARY:

The County Administrator reported that checks have been issued pursuant to the order of the Board of Supervisors as to salaries, etc., the amount of which salaries have been heretofore approved.

COST:

ATTACHMENTS: None.

RECOMMENDATION: None.

SAMPLE MOTION:

Motion _____ Second _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jenkins _____ Jones _____

| Pride | |
|----------|--|
| Гownsend | |
| Watson | |



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|----------------------------------|
| Item #: | 9 |
| Department: | County Administration |
| Staff Contact: | Douglas P. Stanley/Chelsey White |
| Agenda Item: | Business Partner Update |

SUMMARY: The "Business Partner Update" is an opportunity for the Board to hear from the community's major employers and business leaders. At its October meeting, the Board will be joined by

• Ilsa Loeser, Founder and Principal, Letterpress Communications

| Motion | Cooper-Jones | Gilliam | Pride |
|--------|--------------|---------|----------|
| Second | Emert | Jenkins | Townsend |
| | | lones | Watson |



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|----------------------------------|
| Item #: | 10 |
| Department: | County Administration |
| Staff Contact: | Douglas P. Stanley |
| Agenda Item: | Community Partner Updates |

SUMMARY: The following community partners will join the Board at its September meeting:

- a. Farmville Area Chamber of Commerce Jen Cox Carne, President
- b. Southside Virginia Family YMCA Sharon Stiteler, Vice President, Member Experience & Corporate Partners
- c. Commonwealth Regional Council Christin Jackson, Executive Director

| Motion | |
|--------|--|
| Second | |

Cooper-Jones _____ Emert ____

| Gilliam | |
|---------|------|
| Jenkins | |
| Jones | |

| Pride | | |
|----------|---|--|
| Townsend | | |
| Watson | - | |



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|-----------------------|
| Item #: | 11 |
| Department: | County Administration |
| Staff Contact: | Sarah Elam Puckett |
| Agenda Item: | Highway Matters |

SUMMARY:

Scott Frederick, PE, VDOT Resident Engineer, will be present for the October meeting.

COST:

ATTACHMENTS:

RECOMMENDATION: None.

SAMPLE MOTION:

Motion _____ Second _____ Cooper-Jones _____ Emert _____ Gilliam _____ Jenkins _____ Jones _____

| Pride | |
|----------|--|
| Townsend | |
| Watson | |



| Meeting Date: | October 8, 2024 |
|----------------|--|
| Item #: | 12·a |
| Department: | Finance/HR |
| Staff Contact: | Cheryl Stimpson |
| Agenda Item: | PUBLIC HEARING: 2024 - 2025 School Budget Increase |

Summary: As the Board is aware, the Prince Edward County Public Schools is requesting a carry-over appropriation totaling \$905,976.56 of state funds for the 2024-2025 school year.

Prior to the expenditure and in accordance with 15.2-2507 of the *Code of Virginia*, the Board will hold a public hearing to increase the FY25 County and School Budgets, accepting the distribution of the funds and appropriating the funding for the FY25 County and School Budgets.

Attached is a copy of the School's Request for Appropriation of Additional Funds that represents the plan of expenditures. There is no local match required for this appropriation.

Attachments: Public Hearing Notice School Letter

Recommendation: Following the public hearing, the Board will wish to accept the distribution of the funds to increase the FY25 County Budget and FY25 School Budget by \$905,976.56 of state funds and appropriate the same funds.

SAMPLE MOTION: I MOVE THAT THE BOARD OF SUPERVISORS APPROVE THE BUDGET SUPPLEMENT REQUEST AND APPROPRIATE THE SAME FUNDS.

| Motion | Cooper-Jone |
|--------|-------------|
| Second | Emert |
| | |

ooper-Jones ______ nert _____

| Gilliam | |
|---------|--|
| Jenkins | |
| Jones | |

| Pride | |
|----------|--|
| Townsend | |
| Watson | |



NOTICE OF PUBLIC HEARING

The Prince Edward County Board of Supervisors will hold a **PUBLIC HEARING** on **Tuesday, October 8, 2024,** at 7:30 p.m. in the Board of Supervisors Room, Prince Edward County Courthouse, 111 N. South Street, 3rd Floor, Farmville, Virginia, to receive citizen input prior to considering the following:

Pursuant to Section 15.2-2507 of the Code of Virginia, the Board will consider amendments to the FY25 County Budget and the FY25 County School Budget for \$905,976.56 of carry-over state funds to be appropriated by the Board of Supervisors and distributed to the Prince Edward County Public Schools.

Citizen input will be received through: (1) in-person participation; (2) remote participation by calling 1-844-890-7777, Access Code # 390313; or (3) by written comments mailed to P.O. Box 382, Farmville, VA 23901, or via email to board@ co.prince-edward.va.us, or via facsimile at 434-392-6683. Based on the number of speakers, the Board Chair will determine the time allotted to each speaker. Citizens may view the monthly Board of Supervisors meetings live (no public input) at the County's YouTube channel by using the link on the County website under Meetings & Public Notices.

Additional information regarding the proposed amendments to the County and School FY25 budgets is available for public review on the County's website at www.co.prince-edward.va.us or in the Prince Edward County Administrator's Office, 111 N. South Street, 3rd Floor, Farmville, VA. It is the County's intent to comply with the Americans with Disabilities Act. Should you have questions or require special accommodation, please contact the County Administrator's Office at 434-392-8837.

PRINCE EDWARD COUNTY — PUBLIC SCHOOLS —

Barbara A. Johnson, Ed. D

Superintendent

September 4, 2024

Prince Edward County Mr. Doug Stanley, County Administrator P. O. Box 382 Farmville, VA 23901

Dear Mr. Stanley:

The Prince Edward County School Board respectfully requests an appropriation of state funds in the amount of \$905,976.56 to the School Operating budget for the FY2024-2025 school year. The ALL in Virginia Grant is a three-year grant in which the full amount of \$978,601 was received in revenues in the FY23-24 school year. Attached are the revenue and expenditure reports from FY23-24. There is no local match required for this appropriation.

\$905,976.56 – ALL In Virginia Grant – Carryover Appropriation for FY2024-2025

Thank you for your consideration of this request.

Respectfully submitted,

asbara a followson

Dr. Barbara A. Johnson Superintendent

BAJ/vmj

pc: School Board Members

Nvey Carso

Mrs. Lucy Carson Chairperson, School Board

UNITED IN EXCELLENCE

35 Eagle Drive Farmville, VA 23901 | Telephone: 434-315-2150 | Fax: 434-392-1911

Action Item 10A: Local Funds

Subject: Request of Local Operating Appropriation of Additional Funds

Recommendation: It is recommended that the School Board request from the Prince Edward County Board of Supervisors to appropriate additional funds to the School Operating Budget for the FY2024-2025 school year.

> Increase: \$905,976.56: ALL In Virginia Grant – Carryover Appropriation for FY2024-2025

Rational: Prince Edward County Public Schools has received an additional \$905,976.56 for the School Operating Budget in excess of the original approved FY2024-2025 budget.

| FY2024-2025 Updated Budget | the second second |
|---|-------------------|
| School Operating Budget (Original) | \$31,757,712.00 |
| Previous Additional Appropriations | 1,049,595.28 |
| New School Operating Budget | \$32,807,307.28 |
| Total Additional Appropriations – September 4, 2024 | 905,976.56 |
| Revised School Operating Budget | \$33,713,283.84 |

Budget:

Revenues – School Operating Expenditure – Instruction

Legal Reference:

Prince Edward County School Board Policies DA – Management of Funds DB – Annual Budget

| Account Year. 24 | | Account Period: 01 - 12 | : 01 - 12 End Date: 06/30/2024 | | | | | |
|------------------------------------|------------------------|--------------------------|--|--|------------|-------------------|----------------|------|
| Account 4 nove not execting not | 000 004 | | Account Description At 11 March EmichTation PPA | | Budget A | Amount Receivable | ie Percent | 'nt |
| 1.000 B. I BD. D4. | +00.000 | | | Beginning Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| trie | s Reference | Batch | Description | | 070 604 00 | | | 000 |
| 01/01/2024 179 Bacaimte | છ | 24000633 | | Total Budget Entries: | 978,601.00 | 00.0 2 | 0.00 \$0.00 | 0.00 |
| | Receipt 1296 | Batch 24000383 | Received From ALL IN IMPLEMENTATION | Description ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 00.0 |
| 12/16/2023 134 | 1345 | 24000433 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 0.00 |
| 12/31/2023 13 | 1361 | 24000433 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 0.00 |
| 01/16/2024 14 | 1413 | 24000497 | ALLIN IMPLEMENTATION | ALLIN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 0.00 |
| 01/31/2024 14 | 1439 | 24000498 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 00.0 | 0.00 |
| 02/16/2024 14 | 1493 | 24000563 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.06 | 0.00 | 0.00 |
| 02/29/2024 15 | 1526 | 24000565 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 0.00 |
| 03/16/2024 15 | 1583 | 24000619 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.06 | 0.00 | 0.00 |
| 03/31/2024 16 | 1620 | 24000620 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 00.0 |
| 04/16/2024 16 | 1687 | 24000702 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.06 | 0.00 | |
| 04/30/2024 17 | 1728 | 24000708 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | |
| 05/16/2024 17 | 1765 | 24000754 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.06 | 0.00 | |
| 05/31/2024 18 | 1801 | 24000758 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | |
| 08/16/2024 18 | 1882 | 24000824 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.06 | 0.00 | 0.00 |
| 06/30/2024 18 | 1918 | 24000834 | ALL IN IMPLEMENTATION | ALL IN IMPLEMENTATION PPA | 0.00 | 65,240.07 | 0.00 | 0.00 |
| | | | YT4 | Total Receipts: | \$0.00 | \$978,601.00 | \$0.00 | 0.00 |

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Page 1 of 1

| Expenditure Summary | | | BUDGET-E | BUDGET-EXPENDITURE-REPORT | REPORT | | Prir | Prince Edward County Public Schools | ounty Public S | chools |
|--|-------------------|-------------|-------------------------------|-----------------------------|-------------------------------------|-------------------|-----------------------------|-------------------------------------|----------------|-------------|
| | Account Year. 24 | Account Pe | Account Period Range: 01 - 13 | | Date Range: 07/01/2023 - 06/30/2024 | 12024 | 1 | | | |
| Account | Original Budget A | Adiustments | Adjusted Budget | Encumbrances pet Current | ss YTD | Expend Current | Expenditures Current YTD | Available | | Percent |
| Account Description 1 SCHOOL OPERATING FUND | | | | | | | | | | |
| 1.1100.201.1120.100.112 TEACHER/MISC PAY-ALL IN VA- THITORINGI FAR | 557,693.00 | D | 0.00 557,693.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 557,693.00 | 100.00 |
| 1.1100.201.2100.110 F.M - ALL IN VA-TUTORING/LEARNING | 42,664.00 G | 0 | 0.00 42,66 | 42,664.00 | 0.00 | 0.0 | 0.00 | 0.00 | 42,664.00 | 100.00 |
| 1.1100.201.3000.100.112 PURCHASE SERVICE-ALL IN VA- TUTORING | 30,000.00 | 0 | 0.00 30,00 | 30,000.00 | 0.00 | 0.00 | 13,858.00 | 13,858.00 | 16,142.00 | 53.81 |
| 1.1100.2010.00.112 MATERIALS/SUPPLES - ALL IN VA- TUTORING | 36,354.00 | 0 | 0.00 36,35 | 36,354.00 | 0.00 | 0,00 | 0.00 | 0.00 | 36,354.00 | 100.00 |
| 1.1100.3031/121.100.112 TEACHER-ALL IN VA- TUTORINGALEARNING ACCE | 12,600.00 | 5 | 0.00 12,6 | 12,600.00 | 0.00 | 0.00 | 13,495.50 | 13,495.50 | -895.50 | 0.00 |
| 1.1100.399.2100.100.112 FICA - ALL IN VA-TUTORING/LEARNING | 964.00 NG | U | 0.00 | 964.00 | 0.00 | 0.00 | 914.55 | 914.55 | 49.45 | 5.13 |
| 1.1100.399.2210.100.112 V R S - ALL IN VA- TUTORING/LEARNING ACCE | 2,094.00 | | 0.00 2,0 | 2,094.00 | 0.00 | 0.00 | 2,242.95 | 2,242.95 | -148.95 | 0.00 |
| 1.1100.399.2215.100.112 RHIC - ALL IN VA-TUTORING/LEARNING ACCF | 154.00 ING | | 0.00 | 154.00 | 0.00 | 0.00 | 163.38 | 163.38 | -9.38 | 0.0 |
| 1.1100.399.2300.100.112 MEDICAL PLAN - ALL IN VA- TUTCIRINGLEARN | 2,367.00 | | 0.00 2,3 | 2,387.00 | 0.00 | 0.00 | 2,552.50 | 2,552.50 | -165.50 | 0.00 |
| 1.1100.389.2400.100.112 GLI - ALL IN VA-TUTORING/LEARNING ACCE | 175.00 | | 0.00 | 175,00 | 0.00 | 0.00 | 180.80 | 180.80 | -5.80 | 0.00 |
| 1.1100.399.1120.100.114 TEACHER/MISC PAY-ALL IN VA-IMP OF VA LIT | 91,200.00 OF | | 0.00 91,2 | 91,200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 91,200.00 | 100.00 |
| 1.1100.399.2100.100.114 F.M ALL IN VA-IMP OF VA LITERACY AGT | , Ч | | 0.00 6,5 | 6,976.80 | 0.00 | 0.00 | 0.00 | 0.00 | 6,976.80 | 100.00 |
| 1.1100.399.3000.100.114 PURCHASE SERVICE-ALL IN VA-IMP OF VA LIT | 30,000.00 | | 0.00 30,0 | 30,000.00 | 0.00 | 0.00 | 5,248.44 | 5,249,44 | 24,750.56 | 82.50 |
| 1.1100.399.6030.100.114 MATERIALS/SUPPLIES - ALL IN VA-IMP OF VA | 67,543.20 MP | | 0.00 67, | 67,543.20 | 0.00 | 0.00 | 0.00 | 0.00 | 67,543.20 | 100.00 |
| 1.1100.399.1120.100.115 TEACHER/MISC PAY-ALL IN VA- STLIDENT ATTEN | 15,000.00 | | 0.00 15, | 15,000.00 | 0.00 | 0.00 | 2,500.00 | 2,500.00 | 12,500.00 | 83.33 |
| 1.1100.399.2100.100.115 | 1,147.50 | | 0.00 1, | 1,147.50 | 0.00 | 0.00 | 191.33 | 191.33 | 956.17 | 83.33 |
| FJEXS02A (build 25.1.4.1) | | | | 09/04/2024 7:16 AM | 6 AM | | | | - | Page 1 of 2 |

| Expenditure Summary | | | BUD | BUDGET-EXPENDITURE-REPORT | RE-REPORT | | | Prince Edwa | Prince Edward County Public Schools | Iblic Sch | sloor |
|---|-------------------------|-------------------------------|-----------|---|-------------------------------------|-------------------|-------------|-------------|-------------------------------------|-------------|--------|
| | Account Year; 24 | Account Period Range: 01 - 13 | riod Rang | | Date Range: 07/01/2023 - 06/30/2024 | 30/2024 | | | | | |
| Account | Original Budget Adjustm | Adjustments | Adjus | Encumbrances Adjusted Budget Current | rances | Expend Current | ltures | ATP | Available | Percent | ent |
| Account Description 1 SCHOOL OPERATING FUND | | | | | | | | | | | |
| F/M - ALL IN VA-STUDENT ATTENDANCE/CHRON | | | | | | | | | | | |
| 1.1100.399.3000.100.115 PURCHASE SERVICE - ALL IN VA- STUDENT ATT | 5 4,148.50 | | 0.00 | 54,148,50 | 0.00 | 0.00 | 0.00 | 0.00 | | 54,148.50 1 | 100.00 |
| 1.1100.399.5500.100.115 TRAVEL - ALL IN VA-STUDENT ATT | 5,000.00 | | 0.00 | 5,000.00 | 0.00 | 0.00 | 1,112.14 | 1,112.14 | | 3,887.86 | 77.76 |
| 1.1100.399.6030.100.115 MATERIALS/SUPPLIES - ALL IN VA- STUDENT A | 22,500.00 | | 0.00 | 22,500.00 | 0.00 | 0.00 | 2,981.77 | 2,981.77 | | 19,518.23 | 86.75 |
| 1100 CLASSROOM INSTRUCTION | \$978,601.00 | | \$0.00 | \$978,601.00 | \$0.00 | \$0.00 | \$45,442.36 | | | i8.64 | 95.36 |
| 1 SCHOOL OPERATING FUND | 00. TV0,818¢ | | 60.4 | nn.100,0186 | noné | nn'n¢ | 00.744,044 | 00-740-000 | 40.00.100.00 B | 10.04 | 97.CR |
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Page 2 of 2

| Virginia Department of Education School Division Spending Plan and Division Superintendent Certification Division's Allocation of the Per Pupil Funding Supporting the ALL In Virginia Initiative (Item 138.10 C., Chapter 1, 2023 Sp. Session I) | (for th |
|--|---------------|
| Please note: School divisions must complete, and the division superintendent must certify, this use of funds spending plan for the division's per pupil funding allocation supporting priority uses for ALL In VA. Upon submission to and approval by the Superintendent of Public Instruction, VDOE will begin paying the school division's funding allocation on a recu semi-monthy basis through June 30, 2024. School divisions do not need to request reimbursement. Approved spending plans will be posted on the ALL In VA webpage on the VD website. After each school year during which these funds are used, school divisions will report on the actual expenditure and obligation of funds based on the four use of funds ca below. | urring, OE |
| Enter Your School Division Number Here or Use Drop-down Box: 073 School Division Name Will Populate: PRINCE EDWARD | |

| Enter Your School Division Number Here or | Use Drop-down Box: | 073 |
|--|--------------------|-----|
| School Division Name Will Populate: | PRINCE EDWARD | |
| School Division FY24 Funding Allocation Will Populate: | 978,601 | |
| | | |

Remaining Funding Allocation to Budget Below: 0 Remaining Amount of Funding Allocation to be Budgeted Below

Enter Information below by Spending Plan Category:

Category 1: Tutoring/Learning Acceleration w/ Focus on Grades 3-8 (Goal 70% of funding)

*For each line in this category, provide a concrete explanation in the text box (column E) describing how each line item funds will be used and then enter a line-item budget by fiscal year. If this column is left blank, the spending plan will not be approved.

Tutoring/Learning Acceleration with a Focus on Grades 3-8 funding will be used to provide acceleration tutoring to atudents identified by VGA (3rd grade) and SOL (4th-8th grades) as either at the low proficient or not proficient levels. Tutoring will be scatholded, with nonproficient students receiving more hours of service during the day and afterschool. Paid tutors will include local university/college students, retired teachers, and community partners during the school day and afterschool. Tators will be provided training prior to working with students. Progress monitoring will be maintained through the VDDE approved digital acceleration patform.

| | Enter FY24 | Enter FY25 | Enter FY26 | | |
|--------------------------------------|-----------------|-----------------|-----------------|--|-------|
| Budgeted Line-item Expenditures | Budgeted Amount | Budgeted Amount | Budgeted Amount | Enter Required Explanation: | |
| 1000 - Personnel Services | | | | PECPS plans hire a lead teacher tutor to coordinate tutoring services for the division (IFTE for 1/2 of FV24 (\$27,834); FT FV25 6FY 26. PECPS plans 20 tutors from outside the division (universities and community supportars) \$20m for during the day and afterschool tutoring sessions. PECPS plans to pay retired teachers or current FPCPS teachers \$30m to tutor during the day (during planning for current teachers) or afterschool. PECPS plans to hire 10 high school students with an interest in decisents no tearres as tutors for work-based learning experiences. All tutors will be trained to ensure they are implementing experience in instructions (EARN, light or other online platforms for cecleration) using best practices in instruction | |
| | \$139,954.00 | \$280,069.00 | \$190,269.00 | and in collaboration with classroom teachers. | 4 |
| 2000 - Employee Benefits | \$16,330.14 | \$32,660.28 | \$25,802.32 | Fixed charges: 5 FTE FY 24 = 7,737.66; 1 FTE in FY 25 & 26 = 30,950.64 FICA only for during the day or afterschool tutors, refired teachers, and current PECPS teachers working during planning | |
| 3000 - Purchased/Contracted Services | | | | | |
| 4000 - Internal Services | | | | | 1 |
| 5000 - Other Charges | | | | | 1 |
| 6000 - Materials and Supplies | | | | | |
| Total = | \$156,284.14 | \$312,729.28 | \$216,071.32 | | 1 \$6 |

Category 2: Preparation for and Implementation of the Virginia Literacy Act (Goal 20% of funding)

*For each line in this category, provide a concrete explanation in the text box (column E) describing how each line item funds will be used and then enter a line-item budget by fiscal year. If this column is left blank, the spending plan will not be approved.

(Enter e an overall description here of how funds will be used in this category, including how the funds will address performance gains or losses related to reading and mathematics as directed in the appropriation act.)

| | Enter FY24 | Enter FY25 | Enter FY26 | |
|--------------------------------------|-----------------|-----------------|-----------------|---|
| Budgeted Line-item Expenditures | Budgeted Amount | Budgeted Amount | Budgeted Amount | Enter Required Explanation: |
| 1000 - Personnel Services | \$ 5,850.00 | \$ 63,750.00 | \$ 21,600.00 | 13 PECPS beechers will be paid for work after hours (15 hours FY24, 25 hours FY28) and during the summer to create a division-wide PECPS Literacy Pian eligned to the VLA, 72 PECPS English and literacy teachers and interventionists will be trained on the acience of neading and for the implementation of the PECPS Literacy Pian (25 hours FY25, 10 hours FY25), All will be paid at a rate of 330hr for work outside of their normal time. |
| 2000 - Employee Benefits | \$ 447.53 | \$ 4,876.88 | \$ 1,652.40 | FICA 7.65% |
| 3000 - Purchased/Contracted Services | \$ 10,000.00 | \$ 10,000.00 | \$ 10,000.00 | PECPS plans to hire a literacy consultant to lead the development of the PECPS Literacy Plan to align with the science of reading and the requirements of the VLA. |
| 4000 - Internal Services | | | | |
| 5000 - Other Charges | | | | |
| 6000 - Materials and Supplies | | \$ 30,000.00 | | Literacy materials needed to support classroom literacy instruction and the science of reading. |
| Totals | \$ 16 297 53 | \$ 108 626 88 | \$ 70 795 60 | |

195720

Category 3: Student Attendance Recovery/Addressing Chronic Absenteeism (Goal 10% of funding)

*For each line in this category, provide a concrete explanation in the text box (column E) describing how each line item funds will be used and then enter a line-item budget by fiscal year. If this column is left blank, the spending plan will not be approved.

| Enter a an overall description here of how funds will be used in this category, including how the funds will address performance gains or losses related to reading and mathematics as directed in the appropriation ict.) | | | | | | | | |
|--|-----------------|-----------------|-----------------|--|--|--|--|--|
| | | | | | | | | |
| | Enter FY24 | Enter FY25 | Enter FY26 | | | | | |
| Budgeted Line-item Expenditures | Budgeted Amount | Budgeted Amount | Budgeted Amount | Enter Required Explanation: | | | | |
| 1000 - Personnel Services | s 5,000.00 | s 5,000.00 | \$ 5,000.00 | PECPS plans to pay an existing employee a stipend for after hours work to communicate with families regarding family absenteeism trends and to put families in touch with local community resources. | | | | |
| 2000 - Employee Benefits | \$ 382.50 | \$ 382,50 | | FICA 7.65% | | | | |

.

| 3000 - Purchased/Contracted Services | \$ | 16,071.00 | \$ 21,571.00 | s | | Contracted services for student success and wellbeing assessment and intervention guide. (\$27,500 total): Student attendence incentives to include field vips to locations around Virginia to expose students to Virginia resources, historical destinations, and experiences outside of their rural home. (\$31,713) |
|--------------------------------------|----|-----------|-----------------|----|-----------|---|
| 4000 - Internal Services | | | | | | |
| 5000 - Other Charges | | | | | | |
| 6000 - Materials and Supplies | s | 7,500.00 | \$ 7,500.00 | s | | School/clessroom incentives for consecutive student attendance to include items of student interest and items that support a student's mental well-being and instructional needs. |
| Total = | \$ | 28,953.50 | \$ 34,453.50 | \$ | 34,389.00 | |

97796

4

Category 4: Additional Operating and Infrastructure Support Expenditures

*For each line in this category, provide a concrete explanation in the text box (column E) describing how each line item funds will be used and then enter a line-item budget by fiscal year. If this column is left blank, the spending plan will not be approved.

(Enter a en overall description here of how funds will be used in this category, including how the funds will address performance gains or losses related to reading and mathematics as directed in the appropriation act.)

| Budgeted Line-item Expenditures | Enter FY24 Budgeted Amount | Enter FY25 Budgeted Amount | Enter FY26 Budgeted Amount | Enter Required Explanation: |
|--------------------------------------|---|-------------------------------|-------------------------------|-----------------------------|
| 1000 - Personnel Services | | | | See examples above |
| 2000 - Employee Benefits | | | | |
| 3000 - Purchased/Contracted Services | (1) (1) (1) (1) (1) (1) (1) (1) (1) (1) | | | 1 |
| 4000 - Internal Services | | | | |
| 5000 - Other Charges | | | | |
| 6000 - Materials and Supplies | | | | |
| Total = | 0 | 0 | 0 | |

Certification: "As division superintendent, I hereby certify that I have reviewed and approved this Use of Funds Spending Plan for the School Division."

| Division Superintendent Name: | Barbara A. Johnson | |
|--|--|------|
| Division Superintendent <u>Divital</u> automotor Signature generation Date: | d. Jelansen | |
| Superintendent of Public Instruction Approval: | Digitally signed by Lis | |
| Date: | Lisa Coons Date: 2023.10.27 07:5 -04'00' | 9:47 |

*Note: submit the completed and signed file to VDOE using the subject heading "ALL In Spending Plan and Certification" at doebudgetoffice@doe.virginia.gov.

Is there additional language that indicates school divisions must have an approved spending plan in place to be eligible for the state funding? If a division did not submit a spending plan at all, would they not receive any of this funding, even those receiving the guaranteed minimum \$150,000?

EDUCATION EDUCATION

ALL In | FA

VDOE requires submission of a spending plan for approval by the State Superintendent prior to the distribution of the state ALL In funds. Spending plan approval by the State Superintendent will trigger the release of funds. It is not uncommon for VDOE to require certifications from school divisions for new programs to ensure use of the funds aligns to program intent and goals. Further, the state appropriation act allows the State Superintendent to establish guidelines for the distribution of state funds to school divisions.

Although there are three fiscal years (FY24, FY25, and FY26) shown on the spending plan template, the budget language only references carry over to fiscal year 2025. Please clarify the grant period for this funding.

One condition for carryover in the state budget is participation in the At-risk Add-on program "for the 2024-2026 biennium." In addition, divisions are permitted to use any remaining fund balance "until the funds are expensed for the qualifying purpose." Therefore, the ALL In funds may be used through fiscal year 2026. However, school divisions are expected to begin using their funds as quickly as possible during the 2024-2025 school year to address immediate student needs.

Will school divisions receive their full amount of ALL In state funding in FY 2024 or only the amount they budget in the spending plan for FY 2024?

As the funding is from fiscal year 2024 state appropriations, school divisions will receive their total formula allocation in semi-monthly recurring installments during fiscal year 2024. Payments will begin after approval of their spending plan by the State Superintendent and continue through June 30, 2024. School divisions may carry over any remaining funding to FY 2025 to continue their ALL In services during summer 2024 and the 2024-2025 school year, as indicated above.

How will the 4th spending category of the spending plan of the ALL in VA funds be considered/evaluated? And what activities/services can divisions budget in this category?

The priorities for the state ALL In funds should be on evidence-based interventions and services to students in the areas of tutoring/learning recovery (goal of 70% of funding), implementation and expansion of the Virginia Literacy Act (goal of 20%) and addressing chronic absenteeism (goal of 10%). While the focus should be on these three priority areas, a limited amount of the funding may be used for other school division operations and infrastructure needs that are described and justified in the spending plan narrative for category four. Divisions are also encouraged to budget funds under category four for strategies that address learning recovery other than tutoring or chronic absenteeism.

What are the allowable expenditures/timeframes - especially in relationship to attendance expenditures?

The priority and focus of spending the state funding should be on interventions and services to students in the areas of tutoring/learning recovery (goal of 70% of funding), implementation and expansion of the Virginia Literacy Act (goal of 20%) and addressing chronic absenteeism (goal of 10%). Expenditures that support these three areas and align to the expense object codes shown in the spending plan are allowable. After the approval notification by VDOE, school divisions should focus on delivering services and spending their state ALL In funding as quickly as possible during the 2023-2024 school year to address the immediate learning recovery, literacy, and attendance needs of their students. Planning for the launch and delivery of services should be occurring as the spending plan is being developed. While the focus should be on these three priority areas, a limited amount of the funding may be used for other school division operations and infrastructure needs that are described and justified in the spending plan narrative for category four.

Do ALL IN spending plans for fiscal agents and non-fiscal agents of contractually obligated school divisions need to be separate, or should we amend the existing spending plan spreadsheet to combine these divisions into a single application?

Every school division with a separate school number must submit a separate plan that outlines how the school division itself will spend funds in accordance with required budget language.

EDUCATION ALL IN FA

Is there language in the approved budget that indicates school divisions must report spending of the \$418 million allocated by the General Assembly?

The budget language requires clear reporting requirements. The department is ensuring that school divisions complete the spending plan so that they can have regular disbursements and eliminate reimbursement requirements. End of year reporting will be limited as much as possible.

Can ALL In funds be carried over multiple fiscal years? How should the program budget language allowing remaining ALL In funds to be carried over to fiscal year 2025 "if the division certifies to provide the local match for the At-Risk Add-On Program in Item 137 for the 2024-2026 biennium" be interpreted?

This means that divisions may carryover remaining ALL In funds to fiscal year 2025 if they certify to VDOE they will participate in the state At-risk Add-on program (and provide the local match) in fiscal year 2025. This certification will be captured in the annual RLE/RLM data collection in Spring 2024. Divisions must also meet their required local effort for the SQQ and required local match for Incentive and Lottery programs they participate in for fiscal year 2024. The same requirements will apply for any carryover to fiscal year 2026. Any ALL In funds that are carried over must continue to be used in alignment with the approved division spending plan.

Can school divisions use ALL In flexible funds to pay teachers who will not actually provide tutoring but who are planning the program and services? Also, can teachers be paid a stipend to provide tutoring during their planning periods, lunch, or other unencumbered time during the instructional day?

Yes, a reasonable and necessary amount of ALL In flexible funding can be used to pay teachers that are involved in creating tutoring lesson plans, provide tutoring services or other services under the approved uses of flexible funds if these responsibilities are above and beyond their contractual day obligations. Teachers can also be paid a stipend to provide tutoring during their planning periods, lunch periods, or other unencumbered times during the instructional day. Such compensation to teachers should also comply with any applicable local school board policies.

Can school divisions use the ALL In flexible funds to meet the context of their school divisions?

Yes, school divisions should use the funds in alignment with the spending plan, the flexible funding budget language and if funds show clear alignment to learning loss recovery, implementation of the Virginia Literacy Act and/or reducing attendance barriers.

Do ALL In spending plans for fiscal agents and non-fiscal agents of jointly-operated school divisions need to be separate submissions, or should the existing spending plan spreadsheet be revised to combine these divisions into a single spending plan?

Each school division has been allocated their own allotment of funds, and each school division should review their data and design their own spending plan.

Tutors

How can we innovatively think about compensating teachers for tutoring during the school day?

EDUCATION EDUCATION

As school divisions make staffing decisions, they should consider multiple staffing options. Research shows that certified educators have the most impact on accelerating learning, but many other educators have demonstrated significant success in supporting student learning loss recovery. School divisions have the flexibility and autonomy to incentivize educators within the scope that their board policies allow. Many regions have convened collaborative networks to develop strategic and innovative incentives. The department encourages school divisions to work together to consider appropriate staff models, staffing compensation, and incentives that work within the context of the school division.

ALL In | FA

When should ALL In tutor training be completed? Should school divisions retain records of training?

School divisions should retain all records of training to ensure that the school division captures the support provided to educators and other educators who choose to tutor.

As school divisions are beginning to staff their tutoring models and complete phased-in launch of their tutoring programs, school divisions want to access volunteers who are interested in tutoring. How do I access the online tutoring database for volunteer ALL In tutors?

Any Virginia volunteer can sign up on the ALL In web page <u>here</u>. We encourage any community member interested in tutoring to sign up if interested. If a school division wants to access VDOE's volunteer database, personnel should use their SSWS account and find the resources within their DOE suite of tools.

Fiscal Clarifications

When are school divisions expected to submit ALL IN spending plans?

All school divisions should submit their ALL In Spending Planning after they determine their specific needs around literacy and mathematics learning loss, review each of their school's needs to ensure chronic absenteeism challenges are not interfering with the ability to deliver high-quality instruction and decide what their school division needs to accomplish for full implementation of the Virginia Literacy Act in the 2023-24 school year.

Spending plans allow school divisions to demonstrate how their plans are in accordance with the language set forth by the General Assembly, as well as show their parents and local community the extraordinary efforts which they are undertaking to help their students. After spending plans are approved and published on VDOE's website <u>here</u>, VDOE will begin providing school divisions with bi- monthly disbursements.

What is the due date for divisions to submit their ALL In spending plans to VDOE?

To provide local flexibility, there is no specified due date for the ALL In spending plan to be submitted to VDOE. School divisions will begin receiving recurring payments from their ALL In funding allocation once they have submitted their spending plan and it's been approved by the State Superintendent.

proficient category and/or scored in low proficiency bands for Grades 3 through 8 should have the opportunity to participate in high-intensity tutoring. Many students have multiple factors that need to be addressed in the decision to tutor students; ultimately, the school division should determine who should be prioritized in tutoring decisions. This includes students who were retained in the eighth grade.

LL In | FA

EDUCATION EPARTMENT OF

When using VGA data to determine whether third grade students should receive highintensity tutoring, how should school divisions reconcile large volumes of students who may screen as needing tutoring?

VGA is one singular data point for third graders, and this assessment represents the first formal assessment for students. School divisions should consider using multiple data points with early learners. For example, a school division could include the PALS or VALLS early literacy screening data or an equivalent diagnostic in mathematics as an additional data point for student selection. These data points will provide a more comprehensive picture of what early learners may need and whether to focus supports on intervention and/or learning acceleration (high-intensity tutoring).

Should a student that scored "low proficient" on an accelerated or advanced assessment (e.g., a Grade 4 student who took a Grade 5 test) be required to receive tutoring?

A school division should review all data points for students who fall outside of typical scoring patterns. When analyzing the needs of accelerated students, the school team should look at multiple data points to determine if a student who has completed an accelerated grade level assessment needs tutoring or if the student needs other supports for accelerated grade level experiences.

Can a student without a 2023 SOL assessment score or students who may have received a "O" on the 2023 SOL assessments receive high-intensity tutoring?

Students may have missed the 2023 assessment. The Allin VA initiative is intended to serve all students in need of support. Students without an SOL assessment score are still eligible for high-intensity tutoring. When a school division does not have SOL data, the school team should use multiple measures such as grades, classwork, and interim assessments to determine if a student needs tutoring.

Are parents allowed to decide that their student does not need to participate in the required tutoring?

As seen in the 2023 assessment results, persistent student learning loss and lack of student achievement are a significant focus of every educator across the Commonwealth. To ensure families can make strong decisions for their child, educators should do their due diligence in communicating student performance using student score reports, known as Student Detail by Question Report, in reading and math. School divisions should also work with parents to explain what tutoring is, how it will support their child and how the freely available resources will help the child be on the same performance level as their peers. For more information in communicating with families, please see VDOE's family resources above.

below proficiency, the 2023 low proficiency band data has given educators across the state a better understanding of those students still suffering from unfinished learning. Moreover, this additional data has helped clarify those students who need immediate supports.

EDUCATION ALL IN FA

If our school division has a large number of students who qualify for tutoring, where should we start?

School divisions should look at their local data and prioritize students who have the large st amounts of unfinished learning. In addition, students in early grades who are struggling with reading and who are not receiving other interventions should be prioritized for tutoring.

For example, if a student is part of the Early Intervention Reading Initiative (EIRI) and receiving intervention through this program, the student may not need tutoring in addition to this support. A student who does not qualify for EIRI but demonstrates lack of proficiency should be prioritized for tutoring. School divisions should look at multiple approaches as they are making their priority student groups for tutoring.

Other students who may not be able to be served during the initial tutoring roll out should receive opportunities for different intervention programs, additional classroom support, and access to digital practice tools.

How should we address students who need math and reading tutoring?

If a student needs reading and math tutoring, local school divisions have multiple options in considering how to serve these students. School divisions could work with the child's family and choose to serve a student with tutoring in both reading and math by splitting weekly tutoring sessions between both content areas. A planning team could also place a student in reading or math tutoring based on conversations with the student's family and analysis of additional data. Each decision should take into consideration the student's most intensive needs, discussions with the family, and ensure that the student's tutoring is focused on recovering unfinished learning.

How should we communicate with families of students who need tutoring?

The department has provided:

- ALL In Parent Guide and Letter
- Score Report at a Glance
- Guiding Questions for Caregivers and Parents

which can be found on our ALL In VA website. These resources will support families in understanding their child's current performance and what ALL In Tutoring provides. The department will continue to add videos and additional resources as requested by local school divisions. Each of these resources can and should be customized to meet local school division needs.

If a student has been retained and scored "at risk" or non-proficient on their SOL reading and/or math test, should they receive tutoring in addition to the retention?

Student retention decisions are made at the local school division level and should not weigh into high- intensity tutoring decisions as retention and tutoring are separate supports for students. Students who fall into any below

FAQ Version 3 10/19/2023

ALL In VA Frequently Asked Questions

ALL In | FA

Updated October 19, 2023

In September 2023, the Governor announced the ALL In VA initiative which provides recommendations for school divisions in responding to the dramatic numbers of students with unfinished learning across the Commonwealth. Please see <u>our website</u> with more information regarding ALL In VA.

ALL In VA focuses on three areas:

1. implementing high-intensity tutoring,

EDUCATION EDUCATION

- 2. expanding and accelerating the Virginia Literacy Act, and
- 3. addressing the increased rates of chronic absenteeism across Virginia.

The VDOE leadership team has spoken with superintendents and instructional supervisors across the state, and the department has worked closely with school divisions to understand their questions and needs for support. This FAQ serves as an update to the ALL In Playbook based on those questions.

High-Intensity Tutoring Student Selection

When making student selection decisions for high-intensity tutoring, school divisions should review local 2023 school division data and prioritize decisions based on local populations of at-risk and non- proficient students. This process may require school divisions to weigh multiple factors in prioritizing students for high-intensity tutoring.

Which Grade 3 through 8 students are considered "at-risk"?

Students who fall into the low proficiency band of SOL assessment scores are considered "at-risk." The low proficiency band was developed in 2015-2016 and indicates students who scored one to three questions above the proficiency cut score. Because the 2023 low proficiency band represents a large amount of third through eighth graders (153,180 students statewide in math, 173,336 students statewide in reading) and many of these students are falling below proficiency over time, it is essential that we support our at-risk students now as well as our non-proficient students with high-intensity tutoring.

Have the proficiency cut scores changed over the past decade?

Over the past several years, state level decisions were made to change how students were considered proficient by changing the scale score required to meet the proficiency benchmark.

New SOL reading tests based on revised Standards of Learning were administered for the first time in spring 2021. Cut scores were adopted by the Virginia Board of Education (Board) in November 2020. Math cut scores were revised in spring 2019, and new cut scores were used during that same testing administration. These changes made it hard to see how the pandemic learning loss truly impacted students because what to be proficient meant changed based on the changes in cut scores.

Because of these challenges, the department has looked at additional data including low proficiency bands that have historically been used for determining growth for Grade 3 through 8 students. Because the low proficiency band shows that many students are stuck in this group and frequently are dropping

FAQ Version 3 10/19/2023 Remaining funds may be carried over to FY 2025 but the immediate focus should be on spending funds and delivering services during the 2023-2024 school year.

Can divisions use a portion of the ALL In funds for pupil transportation and/or student snacks or meals outside of the regular instructional day?

Yes, a reasonable and necessary amount of ALL In funds may be used for support services such as pupil transportation and/or student snacks or meals when delivering tutoring or attendance recovery services to students outside of the regular instructional day when scheduled transportation or student snacks/meals are not available. However, the primary emphasis on using the funds should be on direct instructional or intervention services to students.

Is any of the ALL In funding from federal funding or is it all state funding?

VIRGINIA DEPARTMENT OF

The source for the ALL In funding is state general funds.

Can any of the ALL In funds be used by divisions as local match for other state programs with match requirements?

No, local match requirements for other state programs must be met with local funds. There is no local match requirement for the ALL In program itself.

May school divisions use their ALL In funds for locally chosen online tutoring resources (other than the forthcoming state-provided online literacy and math tutoring resources)?

VDOE encourages divisions to use the online literacy and math tutoring resources to be provided to them at no cost as much as possible to maximize their ALL In funding and so that vetted resources meeting state requirements are used for the program. However, divisions have the option to use other tutoring products if they have been thoroughly reviewed by the division, use evidence-based interventions and approaches, and are aligned to the Standards of Learning.

Academic Interventions

Why is learning acceleration different than traditional intervention and what is the evidence basis for this approach?

High-intensity tutoring has a strong, evidence base grounded in learning acceleration. The department has organized the evidence into the high-intensity tutoring playbook. Please access this playbook here: High-Intensity Academic Tutoring Playbook. Founding research from this model is from the Annenberg research study and from Zearn. Additional practical implementation evidence can be found reviewing performance data for Louisiana, Texas and Tennessee.

If a school division chooses to add summer programming into their high-intensity tutoring design, is attendance in summer programming mandatory?

School divisions have the autonomy to design tutoring schedules, models and tutor session to meet the needs of each individual school division. The department encourages school divisions to use models that provide the strongest opportunities for student attendance, work closely with families to understand the importance of tutoring, and set strong local expectations around attendance for tutoring and summer programming.

Learning Platforms

EDUCATION EPARTMENT OF

NEW What are the learning platforms that have been awarded tutoring contracts?

Through a rigorous RFP process, Ignite was awarded the reading digital platform contract and Zearn was awarded the math digital platform contract.

LL IN | FA

The platforms will be releasing open training, support rollout of digital platforms and prep sessions, and help school divisions use these platforms. These platforms can be used to guide in-person tutoring sessions, provide students digital practice in school, and as resources for families at home.

NEW How do we use the Zearn and Ignite platforms to assist our students?

These free, no cost platforms are available to all school divisions. School divisions should use the ALL In <u>interest survey</u> to indicate opt in interest into these no-cost digital platforms. Once the form is completed, the digital partners will reach out and work with school divisions to loas their students into the free, no cost platform.

Do we have to use Ignite and Zearn if we have a locally acquired tool?

The math and ELA digital platforms are free, opt-in platforms that provide digital practice, progress monitoring, and lesson plan development for tutoring.

How should school divisions think about "planning" or "preparation for tutoring"?

The online digital platforms will provide students with curriculum and lessons that are guided by tutors within the platform and provide students with just-in-time feedback on the lessons that they are working through. Teachers and tutors will not have to plan lessons for tutoring as the digital platforms will provide evidence-based curriculum and content for students to progress through that will assist them with the gaps in learning because of learning loss due to the pandemic. School divisions may choose to spend their funds on additional tutors to support students as they work on specific skills and standards and in small groups to continue to accelerate their learning, but they will not have to plan lessons using the digital platforms provided by the VDOE.

Chronic Absenteeism

Where can I find strong resources to support chronic absenteeism?

The Virginia Department of Education recommends that school divisions use John Hopkin's University's <u>Attendance</u> <u>Works</u> website. This website has both evidence-based and practically developed tools to be used as school divisions look at their unique attendance needs.

In addition, the Governor has convened a cross functioning task force that includes superintendents, school leaders and community members to help develop critical strategies and recommendations for the state to launch in January 2024.



Board of Supervisors Agenda Summary

| Meeting Date: | October 8, 2024 |
|----------------|---|
| Item #: | 13-a |
| Department: | Finance |
| Staff Contact: | Crystal Baker |
| Agenda Item: | FY25 Appropriations - Sheriff Reimbursement |

Summary:

The Sheriff's Department received a donation towards animal care in the amount of \$100.00 and a refund in the amount of \$290.00 for class reimbursement. The Board is asked to appropriate funds as follows:

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|------------------------|-----------|-----------|
| 3 (Rev) | 100 | 18990 | 0016 | Sheriff – Misc Revenue | | \$ 290.00 |
| 3 (Rev) | 100 | 18990 | 0001 | Sheriff – Donations | | \$ 100.00 |
| 4 (Exp) | 100 | 31200 | 5540 | Travel – Education | \$ 290.00 | |
| 4 (Exp) | 100 | 31200 | 3110 | Animal Care | \$ 100.00 | |

FY25 BUDGET AMENDMENTS

Attachments: N/A

Recommendation:

See sample motion.

SAMPLE MOTION: I move the Board of Supervisors approve and appropriate the FY25 Budget Supplement as above outlined.

| Motion | Cooper-Jones | Gilliam | Pride |
|--------|--------------|---------|----------|
| Second | Emert | Jenkins | Townsend |
| | | Jones | Watson |



| Meeting Date: | October 8, 2024 |
|----------------|----------------------------------|
| Item #: | 13-b |
| Department: | Finance |
| Staff Contact: | Crystal Baker |
| Agenda Item: | National Opioid Settlement Funds |

Summary:

In September, Prince Edward County received funds totaling \$7,876.98 from the Opioid Settlement Fund Trust. These funds are required to be used for opioid remediation. The Board is asked to appropriate the funds received as follows:

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|----------------------------|-------------|-------------|
| 3 (Rev) | 100 | 18990 | 0056 | National Opioid Settlement | | \$ 7,876.98 |
| 4 (Exp) | 100 | 52400 | 5601 | Opioid Remediation | \$ 7,876.98 | |

FY25 BUDGET SUPPLEMENT

Attachments: N/A

Recommendation: See sample motion below.

SAMPLE MOTION: I move the Board of Supervisors approve and appropriate the FY25 Budget Supplement as outlined above.

| Motion | Cooper-Jones | Gilliam | Pride |
|--------|--------------|---------|----------|
| Second | Emert | Jenkins | Townsend |
| | | Jones | Watson |

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| CE ED TTSA | Board of Superviso Agenda Summar |
|----------------|--|
| Meeting Date: | October 8, 2024 |
| Item #: | 13-с |
| Department: | Finance |
| Staff Contact: | Crystal Baker |
| Agenda Item: | FY25 PECPS Committed Funds Appropriation |

Supervisors

Summary: The County received invoices totaling \$685,642.48 for the Prince Edward County Elementary School mobile classrooms & renovation. The PECPS Capital Improvement Committed Fund available balance is currently \$509,694.97. The Board is asked to carryover the FY24 Meals Tax balance of \$100,540.16 designated for the School CIP and transfer the remaining balance of \$509,694.97 from the PECPS Capital Improvement committed funds to the School CIP line within the General Fund to help cover these and future expenses. This will leave an appropriated balance of \$113,454.80 on hand for future expenses.

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|--------------------------|---------------|---------------|
| 3 (Rev) | 100 | 41050 | 100 | General Fund Balance | | \$ 100,540.16 |
| 3 (Rev) | 100 | 41050 | 0202 | Transfer from SP Fund | | \$ 509,694.97 |
| 4 (Exp) | 100 | 94000 | 0250 | School CIP | \$ 610,235.13 | |
| 3 (Rev) | 202 | 41050 | 0202 | From SP Fund Balance | | \$ 509,694.97 |
| 4 (Exp) | 202 | 93000 | 0100 | Transfer to General Fund | \$ 509,694.97 | |

TRANSFER

EV25 BUDGET SUPPLEMENT

| Rev/Exp | Fund | Dept | Object | Description | Debit | Credit |
|---------|------|-------|--------|--------------------------|---------------|---------------|
| | | | | | | |
| 3 (Rev) | 100 | 41050 | 0202 | Transfer from SP Fund | | \$ 509,694.97 |
| 0 | 100 | 100 | 0001 | Cash with Treasurer | \$ 509,694.97 | |
| 0 | 202 | 100 | 0001 | Cash with Treasurer | | \$ 509,694.97 |
| 4 (Exp) | 202 | 93000 | 0100 | Transfer to General Fund | \$ 509,694.97 | |
| 0 | 999 | 300 | 0100 | General Fund | | \$ 509,694.97 |
| 0 | 999 | 300 | 0202 | Special Projects Fund | \$ 509,694.97 | |
| 0 | 202 | 300 | 0001 | SP Fund Balance | | \$ 509,694.97 |
| 0 | 202 | 300 | 0310 | SP – PECPS Cap Imp | \$ 509,694.97 | |

Attachments:

Recommendation: See sample motion below.

SAMPLE MOTION: I move the Board of Supervisors approve and appropriate the FY25 Budget Supplement and transfer the funds as outlined above.

| Motion | Cooper-Jones | Gilliam | Pride |
|--------|--------------|---------|----------|
| Second | Emert | Jenkins | Townsend |
| | | Jones | Watson |

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| Meeting Date: | October 8, 2024 |
|----------------|-------------------------|
| Item #: | 14 |
| Department: | County Administration |
| Staff Contact: | Sarah Elam Puckett |
| Agenda Item: | Posting County Property |

SUMMARY: Annually, the Board takes action to direct County Animal Control to post the following County-owned property for "NO HUNTING", as follows:

- 1. County-owned property at and adjoining the Prince Edward County Landfill;
- 2. County-owned property at the Prince Edward County Industrial Park;
- 3. County-owned land along Granite Falls Boulevard; and
- 4. County-owned property adjoining the Piedmont Regional Jail.
- 5. The exception to this posting is for duck hunting at the Sandy River Reservoir. No Sunday hunting for ducks or otherwise is permitted at Sandy River Reservoir. County-owned land of the left side of access road, around the SRR parking lot and around the dam is also posted for no hunting.

RECOMMENDATION: Approval.

SAMPLE MOTION: I move the Board authorize the Chief Animal Control Officer and his staff to post county-owned land for no hunting, as outlined above.

| Motion | |
|--------|--|
| Second | |

Cooper-Jones _____ Emert _____

| Gilliam | |
|---------|------|
| Jenkins | |
| Jones | |

| Pride | |
|------------|--|
| [ownsend _ | |
| Watson | |

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| Meeting Date: | October 8, 2024 |
|----------------|------------------------------|
| Item #: | 15 |
| Department: | County Administration |
| Staff Contact: | Douglas P. Stanley |
| Agenda Item: | VACo Voting Credentials |
| | |

Summary: The Board will wish to designate its voting delegate and alternate for the VACo Annual Business Meeting. Historically, the Board has designated the Chair as the Voting Delegate and the Vice Chair as the Alternate Delegate, dependent upon who is attending VACo and will be in attendance at the Tuesday morning business meeting.

Attachments: VACo Letter, RE: Voting Credentials

Recommendation: Designation of Voting Delegate and Alternate.

SAMPLE MOTION:

I move the Board designate ______ as the County's Voting Delegate and ______ as the Alternate Delegate for the 2024 Annual Meeting of the Virginia Association of Counties.

 Motion ______
 Cooper-Jones _____

 Second ______
 Emert ______

Gilliam _____ Pride ____ Jenkins _____ Townsend _ Jones _____ Watson ___

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Virginia Association of Counties



Connecting County Governments since 1934

President Ann H. Mallek Albemarle County

President-Elect Ruth Larson James City County

First Vice President William M. McCarty Isle of Wight County

Second Vice President Victor S. Angry Prince William County

Secretary-Treasurer Donald L. Hart, Jr. Accomack County

Immediate Past President Jason D. Bellows Lancaster County

Executive Director Dean A. Lynch, CAE

General Counsel Phyllis A. Errico, Esq., CAE

1207 E. Main St., Suite 300 Richmond, Va. 23219-3627

Phone: 804.788.6652 Fax: 804.788.0083

Email: mail@vaco.org Website: www.vaco.org Date: September 26, 2024

Chairs, County Board of Supervisors County Administrators

From: Dean Lyne VACo Exe

To:

Dean Lynch, CAE

Subject: Voting Credentials for the 2024 VACo Annual Business Meeting

The 2024 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 12, 2024 at the Omni Homestead Resort (Bath County, VA), beginning at 10 am.

Article VI, VACo Bylaws, states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting.

However, if a member of the board of supervisors cannot be present for this meeting, the Association's Bylaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, a completed Voting Credentials Form or Proxy Statement must be submitted to VACo by Friday, October 18, 2024. Completed forms can be emailed to <u>finance@vaco.org</u> or mailed to: VACo, 1207 E Main St. Suite 300, Richmond, VA 23219.

We look forward to your participation at the upcoming VACo Annual Conference, November 9-12, 2024!



| Meeting Date: | October 8, 2024 |
|----------------|---------------------------|
| Item #: | 16 |
| Department: | County Attorney |
| Staff Contact: | Terri Atkins Wilson, Esq. |
| Agenda Item: | County Attorney's Report |

SUMMARY:

The County Attorney will provide the Board an update on any outstanding legal issues.

COST:

ATTACHMENT:

RECOMMENDATION: None.

SAMPLE MOTION:

Motion ______ Second _____ Cooper-Jones ______ Emert _____ Gilliam _____ Jenkins _____ Jones _____

| Pride | |
|----------|--|
| Fownsend | |
| Watson | |

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| Meeting Date: | October 8, 2024 |
|----------------|-------------------------------|
| Item #: | 17 |
| Department: | County Administration |
| Staff Contact: | Douglas P. Stanley |
| Agenda Item: | County Administrator's Report |

SUMMARY:

The County Administrator will provide the Board an update on additional matters or concerns of the County.

COST:

ATTACHMENT:

RECOMMENDATION:

SAMPLE MOTION:

Motion ______ Second ______ Cooper-Jones _____

Gilliam _____ Jenkins _____ Jones _____

| Pride | |
|----------|--|
| Townsend | |
| Watson | |

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| Meeting Date: | October 8, 2024 |
|----------------|---|
| Item #: | 18 |
| Department: | County Administration |
| Staff Contact: | Douglas P. Stanley / Sarah Elam Puckett |
| Agenda Item: | Correspondence / Informational |

SUMMARY:

Please see attachments.

COST:

ATTACHMENTS:

- a. 2024 PEFYA Majors, Thank You
- b. LCVA, Thank You
- c. Citizen Letter, RE: Solar Expansion
- d. Auditor of Public Accounts Letter

RECOMMENDATION:

SAMPLE MOTION:

| Motion | |
|--------|------|
| Second | |

Cooper-Jones ______ Emert _____

| Gilliam | | |
|---------|------|--|
| Jenkins | | |
| Jones _ | | |

| Pride | |
|----------|--|
| Townsend | |
| Watson | |



2024 PEFYA MAJORS ALL-STARS

The 2024 PEFYA Majors players, coaches, and families would like to say "thank you" for your support throughout our unexpected and memorable allstar season! We are so grateful for the part you have played in helping us travel to Bossier City, Louisiana to represent our community as the Virginia State Division II champions in the D.Y.L. World Series. Thank you for coming alongside us and helping this group of boys make memories that will last a

lifetime! Reere #DD 3 #19 Tristan Dans Clap # 23 CAN #5 #17 Landon Zach #27 HJ Frematells Forn #22



Reece Pembelton #00, JeMarous Miller #1, Hunter Riviere #3, Cambryn Walker #5, Landon Jones #17, Tristan Weaver #19, Ford Aldrich #22, Clay Austin #23, Zach Norris #17, Leyton McCann #64, Jared Jones #99 Manager: Jacob McCann Coaches: H.G. Austin & Durrell Weaver

Yours Truly Shutterfly. exclusively for shutterfly.com

The LONGWOOD CENTER for the VISUAL ARTS

129 North Main Street Farmville, Virginia 23901 tel: 434.395.2206 fax: 434.392.6441 trs: 711 www.longwood.edu/lcva

September 12, 2024

Prince Edward County Doug Stanley Post Office Box 382 Farmville, VA 23901-0382

Dear Doug,

Thank you for your recent gifts to the Longwood Center for the Visual Arts. Your generosity ensures that the LCVA, the only museum of its scope in our 14 county service area, continues to fulfill its mission of improving the quality of life in the region by providing full access to the visual arts.

We have so many exciting programs taking place this year. Immerse yourself in Letters from Farmville, a four part exhibition that tells artist Dr. Debra J. Ambush's family narrative of emancipation, Jim Crow, education, the Civil Rights Movement, and the deliberateness of how you want to be remembered. Bad Kitty Does Not Like Art Museums highlights art from author/illustrator Nick Bruel, whose whimsical stories have connected with children and adults alike for over 20 years. In the Spring, Choose Your Own Adventure turns the traditional exhibition format inside out, placing the curatorial narrative in your hands. Inspired by the Choose Your Own Adventure book series, this exhibition sends you on a quest, complete with dangers, choices, adventures and consequences, to recover a missing amulet. Thank you for being a part of this exciting year!

Your dedication to the LCVA and our greater community are essential to our success on every level. I hope you take as much pride in your accomplishments as I do.

Our records indicate that you wish your name to be listed as Prince Edward County. Please email us at dockerysh@longwood.edu if this is incorrect. Listing your name correctly is important to us.

I am looking forward to seeing you at the LCVA events in the coming year.

Kindest regards,

Rachel Talent Ivers Executive Director

Thank you!

Longwood University

September 5, 2024

Prince Edward County Board of Supervisors P O Box 382 Farmville, VA 23901

SUBJECT: Notice of Public Hearings – Solar Expansion – North Branch Solar

Board of Supervisors:

I hope you will except this letter for consideration as you review the request(s) for development of all/any solar projects. You are (for the moment) our first and only line of defense for development. With the rapid change in federal/state regulations to facilitate the *Green New Deal*; the approval process is being removed from your (and all public) control. Soon solar projects will be built without the need of anyone's consent.

The board members, at an earlier meeting, raised concerns about contaminants in the soil. Please be aware that as it relates to solar construction there are no designated discharge points (i.e. smoke stakes, water outlets, on control pits). In order to test for elevated contaminates in soils you would have to be made aware of the panel breach location within arrays and do pinpoint testing, which due to migration circumstance, would be difficult to monitor. Over time, due to the roof runoff effect, (raining sheering off the angle panels), the soils are compacted. Even if there were proper grass growth, the compacted soils encourage stormwater runoff. Without drain systems and catch basins, the runoff will go the way of least resistance, which could be offsite into roadside ditches or creek beds. Another consideration is that the piles may be zinc coated and extend over the entire solar field, which over time present their own issues.

Please consider that any restoration to the site, during decommissioning, would be limited. Even if the solar company is still in existence and should choose to restore the site – it would be difficult and costly to meet their stated expectations. The substrate of the property is permanently changed. In order to install the piles for the torque tubes /or bracing, the piles are driven to void, depending on the piles (pile system or helical screws) used, can be up to seven feet. In order to stabilize the piles, the soils are stripped down, rocks/fill are removed. In order to get the needed grade and to remove the excess rocks, the soils are normally disposed of off -site. Please be aware that the soil could be hauled to other property locations without testing. You may be moving contaminates that preexisted (dormant) in the soil from prior farming techniques, dump sites, etc....without even knowing where the rock/soils were dispersed.

The cost of restoring the land to any functional use, would be cost prohibitive. Having to remove thousands (or 10,000+) of firm set piles, fill those now empty post holes (to avoid subsidence and step/trip damages to humans and animals), dispose of multiple tons of panels, remove 1,000s of yards of fencing, etc.... most likely will end up at the expense of taxpayers or possibly the landowners. Landowners will be left with land that is essentially unusable.

If your concern is for a carbon free environment – please look to more efficient options. Solar and wind (especially the methods currently being pushed) are inadequate. We have limited land mass, and it is rapidly disappearing.

Thank you for your time and consideration.

Brenda Finchum

Mailing Address (P O Box 1112 - Troy, VA 22974)

Prince Edward County Property Owner (7717 Farmville Rd, Farmville, VA)

If you have the opportunity please read/view some of the following articles:

KINUTE: "Does Solar Have a Dark Side? Solar Impacts on Rural Landscapes and the family farm" by Alice Jones Webb

CARDINAL NEWS: "The Rural Anger over Solar Energy is Real" by Dwayne Yancey

CBS NEWS.COM "Solar Power initiative in Rockland County town eliminated, without ever generating any electricity" by Tony Aiello

2011Sas FOREVER Ę RICHMOND VA RPDC 230 2390 6 SEP 2024 PM 2 (ounds PO 184 382 W are E'd 797960-10865 RINCE C Important : 9/10/24 Meeling ÷.,*



Commonwealth of Virginia

Auditor of Public Accounts

Staci A. Henshaw, CPA Auditor of Public Accounts P.O. Box 1295 Richmond, Virginia 23218

September 30, 2024

Donna B. Nunnally Treasurer

Crystal M. Hensley Commissioner of the Revenue

L.A. Epps Sheriff

Locality: County of Prince Edward

We have reviewed the Commonwealth collections and remittances of the Treasurer, Commissioner of the Revenue, and Sheriff of the locality indicated for the year ended June 30, 2024. Our primary objectives were to determine that the officials have maintained accountability over Commonwealth collections, established internal controls, and complied with state laws and regulations. We limited our work to the collection of Commonwealth revenues. Local governments hire certified public accountants to audit all other financial activities of the locality and these firms issue separate reports on the results of their audits.

The results of our tests found the constitutional officers complied, in all material respects, with state laws, regulations and other procedures relating to the receipt, disbursement, and custody of state funds.

We acknowledge the cooperation extended to us during this engagement.

Staci A. Henshaw AUDITOR OF PUBLIC ACCOUNTS

IJН

cc: Pattie Cooper-Jones, Board Chair Douglas P. Stanley, County Administrator

www.apa.virginia.gov | (804) 225-3350 | reports@apa.virginia.gov



| Meeting Date: | October 8, 2024 |
|----------------|---|
| Item #: | 19 |
| Department: | County Administration |
| Staff Contact: | Douglas P. Stanley / Sarah Elam Puckett |
| Agenda Item: | Monthly Reports |

SUMMARY:

Please see attachments.

COST:

ATTACHMENTS:

- a. Animal Control
- b. Building Office
- c. Cannery
- d. Commonwealth Regional Council
- e. Tourism / Visitor Center

RECOMMENDATION: None.

SAMPLE MOTION:

| Motion | | |
|----------|------|--|
| Second . | | |

| Cooper-Jones | |
|--------------|------|
| Emert | |

| Gilliam | |
|---------|--|
| Jenkins | |
| Jones | |

| Pride | |
|----------|--|
| Fownsend | |
| Watson | |



Dogs

Animal Control Monthly Report

"September 2024"

Wildlife

| | Surrendered | 1 | Handled | 0 |
|------------------|-------------------------|----------|---------------------------------|----------|
| | Picked Up | 23 | Euthanized | 0 |
| | Claimed By Owner | 7 | Rabies Case | 0 |
| | Adopted | × 1% | Injured/Euth | ¥ 0 |
| × . | Transferred In State | 0 | Livestock | |
| | Euthanized | 9 | Returned to Owner | 0 |
| | Injured / Euth. | Ö | Sold at Market | 2 |
| | Transferred to SPCA | 7 | Adopted | 2 0 |
| | Seized | 0 | Fees Collected | \$0.00 |
| | Bite Case | 0 | | |
| | Other | 0 | Other Companion Animals | |
| Fees Col | lected | \$274 | Returned to Owner | 0 |
| | | | Surrendered | 0 |
| Cats | | | Transferred | 0 |
| | Surrendered | 15 | Adopted | 0 |
| | Picked Up | 5 | | |
| | Claimed By Owner | 0 | | |
| | Adopted | 0 | Miles Driven | 2,461 |
| | Transferred | 0 | Days at or above capacity | 30 |
| | Euth - Injury | 0 | Number of Calls to Shelter | 125 |
| | Euthanized | 0 | Summons Issued | 7 |
| | Died in Kennel | 1 | Warrants Served | 0 |
| | Transferred to SPCA | 15 | Days in Court | 2 |
| | Dead on Arrival | 0 | Nuisance Dogs | 2 |
| | Bite case | 0 | Dangerous Dogs | 0 |
| Fees Col | lected | \$0.00 | Calls After Hours/Comp Time | 17 |
| | | | Dogs Brought in by Farmville PD | 0 |
| Bill the 7 | Town of Farmvill | | | |
| | O animals housed. | | Total Fees Collected | \$274.00 |
| | | | Donations | \$0.00 |
| Total Bil | led: | \$0.00 | Total Fees Collected and Billed | \$274.00 |

Adam Mumma, Chief Animal Control Officer Ariel Witmer, Deputy Animal Control Officer Kaitlyn Moore, Deputy in Training

Notes: Gloucester-Mathews Humane Society

Tru Rescue

Powhattan Animal Control



Building Inspection Department Types & Fees Collected for Setember 2024

| Residential - New Structure | es | 4 | \$6,596.00 |
|-----------------------------|---------------|----------|-------------|
| | Single Family | 6 | |
| Ν | Nanufactured | 3 | |
| | Modular | 2 | |
| Renovations /Repairs | | 5 | \$1,903.00 |
| Trade permits | | 61 | \$6,808.00 |
| Foundations / Basement Er | ncapilations | 2 | \$270.55 |
| Demolition | | 1 | \$100.00 |
| Commerical | | 2 | \$1,500.00 |
| 2% State Levy Fee | | a | \$329.39 |
| Amusement Rides - Per VD | AR | 3 | \$1,400.00 |
| Soil | | | \$150.00 |
| Total permit issued | | 89 | |
| Total Funds collected | | | \$19,056.94 |

September 2024

Cannery Report

1021 Total Cans

791 Quarts 751 Quarts @\$1.05=\$788.55 40 Quarts @\$1.37=\$54.80 231 Pints @\$0.60=\$138.60 Usage fee 16 customers @\$1.00=\$16.00 Waived for 17th customer who paid 30% fee Non processing fee 1 patron @\$10.00

During the month of September the cannery had 17 visitors with some being repeat customers. Items that were canned included string beans, purple peas, lima beans, flat beans, round beans, pears, applesauce, chili, marinara sauce, tomato soup, stew and greens. The total revenue was \$1007.95 for the month.

CRC'S SEPTEMBER 2024 ITEMS OF INTEREST

Grant Assistance:

- Congratulations to Keysville Volunteer Fire Department on being awarded \$3,000.00 from the Virginia State Firefighters Association's Dominion Fire Grant to purchase ladder belts and hoses.
- Congratulations to Drakes Branch Volunteer Fire Department on being awarded \$43,551.00 from CENTRA Health Community Grant Request. These funds will be used to purchase SCBA airpacks, a thermal imaging camera, AED device, and LED scene light.
- Congratulations to Cumberland County on being awarded \$20,000.00 from the Tobacco Commission to partial fund the development of an Agricultural Economic Development Plan.
- VDACS, AFID Planning Grant: CRC assisted Cumberland County with a grant application to partial fund the development of an Agricultural Economic Development Plan.
- DHR, VA250: The Town of Blackstone was approved to move forward with the full application. The CRC is assisting the Town of Blackstone with submitting the full application to purchase decorative light poles, a monument sign, and curb and gutter. In addition, the town would also construct a concrete walking pad for entry to building, sidewalk, and a parking lot.

CRC Hosted Regional FOIA and eVA Training

Advisory Council

The CRC hosted a Regional Freedom of Information Act Virginia Freedom training on September 26th at the CRC office in the of Information Training Room. Alan Gernhardt from the Virginia FOIA Council provided the trained. The training had 33 attendees.



The CRC also hosted a virtual training on eVA on September 24th. Kimberly Mitchell from the Virginia Department of General Services provided this training. The training had 17 attendees.

Special thanks to Alan and Kimberly for providing both of these trainings opportunities for our region.

Drakes Branch Building Acquisition project



CRC staff prepared and bid out the lead and asbestos abatement work for the Drakes Branch Acquistion project. The bid was posted on eVA and the Farmville Herald. The Town (with CRC assistance) hosted a pre-bid conference on September 30th at 10am at the Drakes Branch Town Hall. The pre-bid conference was well attended. The bid will close on October 15th at 3pm with a public bid opening at the Town Hall. CRC staff are working to prepare the bid documents for the demolition of the buildings for the next phase of this project.

Rain Barrel Workshop held in Nottoway County High School



The CRC partnered with the Nottoway County Virgini Cooperative Extension office and the Nottoway County Hig School Agriculture Department to incorporate stormwate education and a Rain Barrel Workshop series into th curriculum of two agriculture classes in Nottoway Count High School. Both classes have an estimated 20 student that participated in the second stormwater educatio workshop.

Buckingham Comprehensive Plan Update



CRC staff attended the Planning Commission Work Session o September 16th. At this meeting, CRC staff reviewed th revisions to draft section 5 (Land Use) and draft section (Special Policy Areas). The next planning commission wor session will be held in October. CRC staff plan on making an requested revisions and present section 7 (Goals, Objective: and Strategies).

DHCD, Broadband Affordability and Adoption Plan Update

The CRC is serving as the consultant and has eight months to complete the regiona broadband affordability and adoption plan. CRC staff held the first kick-off meetin with the DHCD project management team in September. The project managemen team is made up of staff members from the CRC, Counties, STEPS, Virginia Departmen of Health, Library systems, Internet Service providers, local school systems, etc. CR staff also developed and shared the draft survey for project management team review CRC staff is currently working on developing a google form, flyer, and QR code for th survey to be distributed. The CRC is coordinating and planning distribution points fc this survey. Once the survey has been finalized, CRC staff will work to translate th survey into Spanish. Once all survey elements have been finalized, the CRC wi distribute this survey.

Upcoming Funding Opportunities:

VDACS AFID Planning Grant: Open; Rolling Basis

VDOF, Virginia Trees for Clean Water: Open -**Rolling Basis**

DHR, VA 250: Pre-app. closes on 8/30/24, Full app. opens on 9/16/24 and closes on 10/15/24

DHCD, Affordable and Special Needs Housing (ASNH): Open

DHCD, Broadband Equity, Access, and Deployment (BEAD): Letter of Intent open closes on 11/30/24

EDA, 2023 Disaster Supplemental: Open; **Rolling Basis**

EDA, 2023 PWEA: Open; Rolling Basis

VHSIP, Local Systemic Grant: Opens on 10/31/24

The CRC provides free grant writing services for member localities and local 501C3 nonprofits.

Tourism & Visitor Center Monthly Report for September 2024

| | | | 161.2 Total / 9 Months | 136.4 Total / ALL of 2023 |
|---|----------------------|-----------|------------------------|--|
| | Average Visitors per | Month: | | - The second sec |
| ND REGIONAL VISITOR CENTER ATTENDANCE: | Total Guests | | 1,451 | 1,637 |
| NAL VISITOR C | Other | Countries | 16 | 26 |
| AND REGIO | Other | States | 66 | 244 |
| HEARTL | Virginia | Guests | 1,369 | 1,367 |
| | | | YTD 2024 | 2023 |

Requests for Information:

| -81.07% | -91.38% | -17.71% | -90.70% | 34.62% | % Difference |
|-----------------|-------------------------------|---------|-------------|-----------|----------------|
| 1,701 | 1,311 | 192 | 172 | 26 | September 2023 |
| 322 | 113 | 158 | 16 | 35 | September 2024 |
| Monthly Totals: | Finding the Visitor Center | Visits | Views (All) | Inquiries | |

| -45.80% | -88.21% | 16.97% | 139.39% | 119.25% | % Difference |
|------------------------------|---------|--------|---------|---------|------------------------------|
| 5,762 | 3,851 | 1,526 | 198 | 187 | 2023 YTD |
| Total YTD Inquiries: 3123 | 454 | 1785 | 474 | 410 | TOTAL YTD 2024 YTD |

October Report to Board of Supervisors:

•Erince Edward County Tourism Marketing Plan; working on this with Letterpress as the contractor.

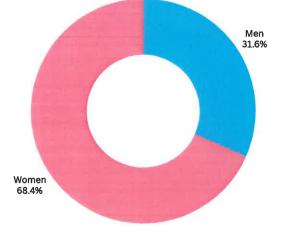
•VA250 Exhibit; staff has represented the county in roundtable regional meetings to discuss the statewide campaign. The exhibit rooms at the Visitor Center have been prepped and painted for the new exhibit. The exhibit is being produced and will launch at the end of the year.

 Brince Edward County will host the National Civil War Trails board during their several-day meeting in April 2025; planning for •Wayfinding Signage Project; Phase II – working on this with Frazier Associates as the design and masterplan contractor. this with Virginia's Crossroads has commenced.

•Misitation tends to dip during this time of year with back to school and the end of the vacation season. Phone inquiries, video views, and center visits are also trending positively.



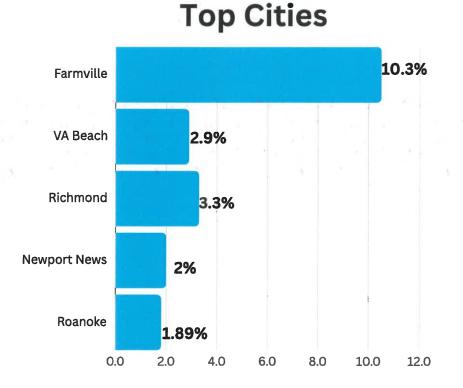
September Social Media Stats Facebook Stats. 1,535 Followers

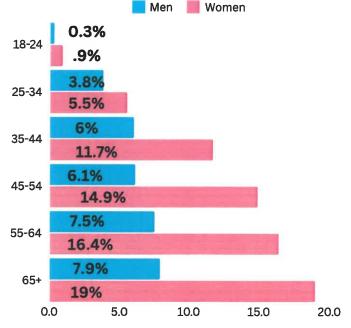


In the last 30 Days:

- Reach: 5.9K
- Visits: 114
- Follows: 6

6





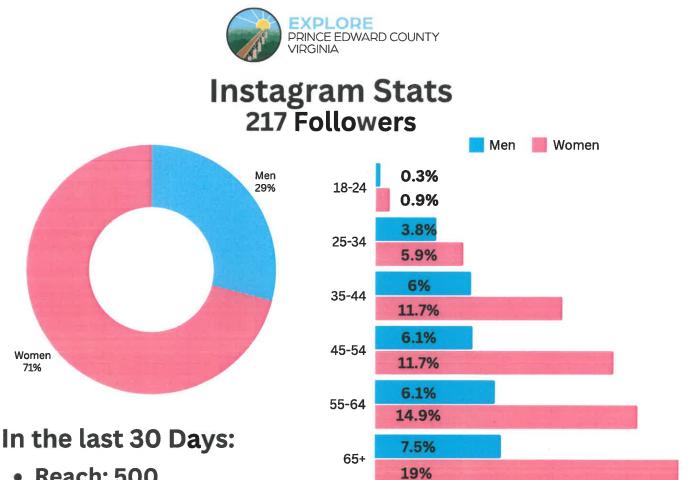
Top Post

Looking for a fun weekend getaway? Mark your calendar for October 5th for <u>Downtown Farmville</u>'s <u>Rock the Block</u> <u>Music + Beer Festival</u> is calling your name! Enjoy live music, local brews, and the perfect small-town vibe. Just a short trip away, but the memories will last forever! <u>#FarmvilleVA #RockTheBlock #WeekendGetaway</u> <u>#ExplorePrinceEdward</u>

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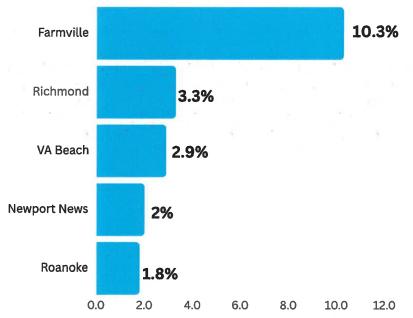
a.VA



0.0

5.0

- **Reach: 500** .
- Visits: 31
- New Page Likes: 12



Top Post

10.0

15.0

20.0



We want to hear from you! Tell us what your favorite part of the Heart of Virginia Festival is and don't forget to tag Explore Prince Edward in your post! Let's celebrate fun Prince Edward moments together! #ExplorePrinceEdward