

June 10, 2025

At the regular meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 13th day of June, 2025, at 7:00 p.m., there were present:

Pattie Cooper-Jones

J. David Emert

Llew W. Gilliam, Jr.

Victor "Bill" Jenkins

Odessa H. Pride

Jerry R. Townsend

Cannon Watson

Absent: E. Harrison Jones

Also present: Douglas P. Stanley, County Administrator; Sarah Elam Puckett, Assistant County Administrator; and Cheryl Stimpson, Director of Finance.

Chairman Jenkins called the June meeting to order.

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

Supervisor Townsend made the following statement:

As a member of the Prince Edward County Board of Supervisors, I, Jerry Townsend, am disclosing that I have a personal interest in the transactions under Agenda Item 15-a, Appropriations for the FY 26 County Budget, on the June 10, 2025 Board Agenda.

My wife is an employee of the Prince Edward County Public Schools, and I am an employee of the Piedmont Regional Jail, both of which are funded in the FY 26 County Budget.

In accordance with Section 2.2-3112(B)(1) of the Code of Virginia, I am able to participate in the discussion and vote on this agenda item, both objectively and in the public interest, as the County Budget affects a group of more than three employees of the schools and the Piedmont Regional Jail.

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.

Courtroom Deputy Robert Womack has been selected as the County's Employee of the Month for June! Womack joined Prince Edward County in November 2012. He has been praised for his punctuality, reliability, and "can-do" mentality. He consistently arrives early, performs his duties without disruptions to the Courts, and remains dedicated to serving the citizens of Prince Edward County. We appreciate his hard work and dedication over the years and look forward to many more!

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.

Howard Armistead, Farmville, presented information on the current Director of the U.S. Department of Health & Human Services actions and the dangers of COVID. He then reviewed a synopsis of his "Therapeutic Strategy to Survive H5N1 Avian Influenza, Reduce Extreme HPAI Mortality Rates, and Improve Pandemic Preparedness – Part 1: Early Therapy," which had been requested by Senator Tim Kaine. He said this illness could be as bad or worse than COVID-19 was, and recommended "SAN therapy."

James Redford, Assistant Chief of the Prospect Fire Department, provided support for the Joint 911 Emergency Communications Center. He said this will help all emergency services to respond and fully support the residents of Prince Edward County, and is long overdue.

In Re: Board of Supervisors Comments

The Board members welcomed all in attendance and thanked them for sharing their concerns and for their participation.

In Re: Consent Agenda

On motion of Supervisor Emert, seconded by Supervisor Townsend, and carried:

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

the Board accepted the minutes of the meeting held May 13, 2025.

In Re: Business Partner Update

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

Chelsey White, Director of Economic Development and Tourism, stated Dave Martin is an accomplished executive with over 25 years of experience leading high-growth businesses in outdoor sporting goods and consumer product industries. He currently serves as CEO of YakAttack, a Farmville based innovator and U.S. manufacturer of premium kayak, fishing accessories and marine products. YakAttack has accelerated product innovation, expanded into new markets including electric propulsion and surf fishing. She introduced Dave Martin.

Dave Martin, CEO, YakAttack, presented a brief history of YakAttack, commending Luther Cifers for opening the business and showing passion about the community and providing people with skills and more than just a job. He said has had the business now for about two years, and he has a value for family business and running a business as a family, so his employees are more than employees. He said the community is hardworking and resilient, care about each other. He said he has a great core of team members but as they grow, it's difficult to find technical leadership, such as designers and engineers. He said some of the challenges moving forward are finding people to fill technically oriented jobs ; he said they want a business that is long-term, sustainable, and to bring partnerships to educate and grow both inside and outside their building.

In Re: Economic Development & Tourism Department Report

Chelsey White, Director, reviewed the Economic Development & Tourism update.

Economic Development

- SEID Grant application submitted - \$500,000 for Transportation Infrastructure, including right-of-way acquisition and utility relocation costs; \$100,000 match required.
- BIPOC support letter provided for Mary E. Branch Heritage Center (MEB) grant application - MEB is applying for \$1,000,000 in grant funds to support the stabilization of the existing structure; provide a roof replacement; and provide other needed renovations (i.e., HVAC system, plumbing), while keeping true to the building's architectural and historic integrity.
- The Strategic Economic Development Plan (SEDP) is almost complete; the final revisions are being made, and the full report will be presented at the June IDA meeting.
- Harbor Freight Ribbon Cutting- coordinated event, represented the county, and carried out PR activities leading up to and after the event.
- Participated and represented the county in the Broadband Affordability working group led by CRC.
- Provided administrative support for the proposed PE Business Park MBC node expansion project request from Mid-Atlantic Broadband Communities Corporation (MBC).
- TRRC 5 Pillar Meats Grant - \$62,084.79 reimbursement #1 request submitted.
- TRRC HIT Park Grant 2022 - \$53,000 reimbursement #4 request submitted.
- VEDP HIT Park Grant TY22 - \$101,700 reimbursement #3 request submitted.
- HIT Park Access Road Engineering Project - provided coordination and administrative assistance for the ongoing project; phase 1 of the project funded by a TRRC Grant.
- Tax Reinvestment Incentive Grants awarded: \$7,787.03 awarded to Sandy River Distillery for TY 2024.
- Coordinated finalization and execution of AFID 5 Pillar Meats performance agreement.
- Participated in and coordinated Timmons + AVAIO HIT Park site development sync meetings, which are ongoing every other week.
- MEB brownfield redevelopment meeting - facilitated a meeting with engineering consultants to learn about state and federal brownfield redevelopment funding opportunities.
- SVCC Workforce Development meeting - represented the county to discuss a potential SVCC Workforce Development site at MEB.
- Provided support letter for the ARCH Foundation's application for the TRRC FY25 Southern Virginia Program for the MILL Collective project.
- Submitted VEDP BRSP FY25 grant application requesting \$12,360,000 in funding for (1) the construction of a 12" Waterline from HIT Park to Town of Farmville System - \$3,130,000 and (2) a IMG Composite Elevated Tank and Booster Pump for the HIT Park site - \$923,000. Participated in a virtual site tour since
- Longwood Place Matters Master Plan meeting - represented the county in discussions that focused on key areas, including regional housing and economic development, downtown revitalization, and opportunities for collaboration between Longwood University, the town, and the county.
- Regular IDA Meeting- Scheduled for June 27; continued administrative support work, carrying out Treasurer and Secretary duties (minutes, Treasurer's Reports, processing incoming and outgoing payments, grant reporting responsibilities, record-keeping, etc.).
- Continued participation in economic development programs, collaborations, and educational opportunities through regional and state organizations, including VEDP, SOVA, Longwood SBDC, RISE, VDACS and VEDA.

Tourism

- Employment Update: We welcomed a new part-time travel counselor. Her name is Shirley Jackson Brown, and she is a great addition to the team. We are now fully staffed at the Visitor Center.
- PECTC: The PECTC regular meeting was held on April 16th. The next regular meeting will be held on June 18th. We discussed current projects and new tourism promotion initiatives.
- Civil War Trails: On behalf of Virginia's Crossroads, Farmville/Prince Edward County hosted the bi-annual Civil War Trails Board meeting in early April. This is the first time Farmville/PEC was selected to the board during their bi-annual meeting as a member of the regional tourism marketing group, Virginia's Crossroads. We represented the county, helped coordinate their accommodations, itineraries, and transportation, and

dined with the board, which ranged in representatives from Maryland, North Carolina, Tennessee, West Virginia, and Pennsylvania for three days as they convened.

- VA250: We are excited that Moton was selected as the site to host the VA250 Mobile exhibit during the weekend of September 13th. The date coincides with the weekend of the HOVA and also Longwood's Parent Weekend. Planning and promotion for the exhibit's arrival have commenced, including preparation to apply for additional program grant funding.
- Phase II Wayfinding Signage Project: The survey work has been completed to address all sign encroachment issues. The cost estimate has been received for the new gateway signs that will be located at the entrance of the county on Highways 15 (northbound and southbound) and 460 (eastbound and westbound), as well as on Highway 307. There are five signs total. We hope to have funding for Phase I by next fiscal year. We could still put out to bid this summer if we can finalize easements.
- The www.ExplorePrinceEdward.com website has been updated to include short-term rental lodging providers.
- Check out the latest issue of Farmville the Magazine (Spring 2025, Vol. 10, No. 1), the grand opening for the VA250 permanent exhibit was highlighted.
- Staff has continued participation in local, regional, and state organizations, including THOYA, Virginia's Crossroads, the Virginia Tourism Corporation, Farmville, Downtown Partnership, and VA250 state and regional organizations in marketing the County's tourism opportunities.

Additionally, the Industrial Development Authority is requesting that the Board of Supervisors approve the name of Enterprise Lane for the new access road in the County Business Park.

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to accept the recommendation of the Industrial Development Authority and approve the name "Enterprise Lane" for the new access road in the County Business Park; the motion carried:

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

In Re: Recycling Services Contract

At its April 8, 2025 meeting, the Board authorized the issuance of an RFP for recycling services to manage the removal, transportation and disposition of paper, cardboard, plastic and electronics recyclable materials. This was a result of the County being notified by STEPS, Inc. that the charges for processing the County's recyclables would be increasing substantially on July 1. The Recycling RFP was issued, advertised and distributed directly to multiple companies. The County received one proposal from Elite Recycling LLC, located in Brookneal, Virginia.

Provided below is a cost analysis for recycling services using the County's tonnage data for Calendar Year 2024:

	Actual 2024 Costs - STEPS	Estimated 25/26 Costs – STEPS	Estimated 25/26 Costs – Elite
Paper / Cardboard	\$ 3,547.88 (\$28 / ton)	\$ 7,602.60 (\$60 / ton)	\$49,200.00 ¹ Commingled (\$40/ton+\$175/pull transport fee)
Plastics	\$24,039.60 (\$920/ton)	\$52,260.00 (\$2,000/ton)	
Electronics Processing	\$ 1,184.00 (\$16/hour processing fee)	\$ 1,184.00 (\$16/hour processing fee)	0 (Move in-house)
Synergy	\$13,793.35 (\$0.30/pound + \$330 Transport Fee)	\$12,793.35 (\$0.30/pound + 330 Transport Fee)	County will stop using Synergy, and transport sorted containers to Elite at \$175/pull.
Elite – Electronics Revue	N/A	N/A	\$3,500.00 ² (Anticipated revenue to help offset transport costs.)
Total	\$41,564.83	\$73,839.95	\$49,200.00

Footnote 1: Elite’s annual estimated cost is based on a transportation cost of \$175.00/pull and \$40.00 per ton processing fee. Based on the County’s current tonnage, staff estimates 20 loads per month @ \$175/pull + 15 tons per month @ \$40/ton = \$4,100/month or \$49,200/year.

Footnote 2: Elite will pay the County "Market Price/Hundred" (currently \$8.00) for the electronics recycling. They will pay a higher price for sorted computers. The Solid Waste Department proposes to move the sorting of electronics in-house and have Elite transport it to Brookneal on an as-needed basis at \$175.00/pull Staff estimates that the revenue paid by Elite should cover the transportation costs for 20 loads.

Supervisor Emert questioned the contract with Elite Recycling would provide three years with no increase in price. Mrs. Sarah Elam Puckett, Assistant County Administrator, stated lock-in pricing would be included in the negotiations for the contract.

Supervisor Townsend made a motion, seconded by Chairman Jenkins, to approve entering into a contract agreement with Elite Recycling for three years with the option of two additional two-year extensions and authorize the County Administrator to execute the contract upon review by the County Attorney; the motion carried:

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

In Re: Public Hearing – Dogwood Properties Green Bay, VA, LLC – Special Use Permit

The County has received an application request by Dogwood Properties Green Bay, VA, LLC for a Special Use Permit to operate a restaurant on land totaling 1.5 +/- acres denoted as Tax Map Parcel 107-A-44 with an address of 8306 Patrick Henry Highway Green Bay, VA on US Route 360, which is zoned Agricultural Conservation (A1) District.

The public hearing notice was published in the May 28, 2025 and May 30, 2025 editions of the Farmville Herald. The list of adjoining property owners and the sample letter sent to each were included in the Board packet.

The Planning Commission held a public hearing on May 20, 2025, where citizens spoke in favor the application. The Planning Commission unanimously recommended approval of the Special Use Permit, 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.

The purpose of the Special Use Permit is to allow for the establishment of a restaurant in an existing vacant building. The building was formerly used as a gasoline station but has been closed for many years. County staff is of the opinion the use is generally compatible with the zoning district but will have minimal impacts on surrounding properties as far as traffic and noise.

Paul Ward, applicant, stated he has been in the restaurant business for 23 years. He said this would be a good location, would seat 45 people inside, have a few outside tables and to-go orders, would open at 6:00 a.m. and would have a full menu and serve breakfast all day. He said they have already made modifications to the building.

Chairman Jenkins opened the public hearing.

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

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the request by Dogwood Properties Green Bay, VA, LLC for the purpose of establishment of a restaurant with the following conditions; the motion carried:

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

Special Use Permit – Dogwood Properties Green Bay, VA, LLC
Tax Parcel Map #: 107-A-44
CONDITIONS

SITE PLAN

1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 03/30/2025 are hereby made part of these development conditions.
2. Final site plan approval for the Restaurant shall be submitted to the Prince Edward County Community Development Department for final review and approval pursuant to Appendix B of the Prince Edward County Code (Zoning Ordinance).
3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
4. All buildings within the property shall be developed as a cohesive entity ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County 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.

ENVIRONMENTAL

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

TRANSPORTATION

9. All entrances to the site shall be installed in accordance with and permitted by the Virginia Department of Transportation.
10. All internal roads used for public access shall be of compacted earth or have a minimum of a four (4) inch stone base and shall be paved with concrete, asphalt, or durable pervious paving material.

11. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

GENERAL

12. Restaurant hours of operation shall be limited to 6 a.m. until 8 p.m. daily.
13. Occupancy shall be limited to the determination by the Prince Edward County Building Official in accordance with the 2021 Virginia Building Code.
14. Site signage shall be limited to a monument and storefront sign, as specified in Appendix B – Zoning, Section 3-104.5 (2) and Section 3-104.5 (3).
15. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
16. Outdoor storage of trash containers shall be appropriately screened per Prince Edward Zoning Ordinance, Section 4-200.15.
17. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
18. 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.
19. 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 – Special Use Permit, Michael and Helen Royea

Mr. Stanley announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a request filed by Michael and Helen Royea for a proposal to operate a rural events center on land totaling 136.49 +/- acres denoted as Tax Map Parcel 055-A-32 with an address of 25943 Prince Edward Highway, Rice, VA on US Route 460, which is zoned Agricultural Conservation (A 1) District. Notice of this hearing was advertised according to law in the Wednesday, May 28, 2025 and Friday, May 30, 2025 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The County has received an application request by Michael and Helen Royea for a Special Use Permit to operate a rural events center on land totaling 136.49 +/- acres denoted as Tax Map Parcel 055-A-32 with an address of 25943 Prince Edward Highway, Rice, VA on US Route 460, which is zoned Agricultural Conservation (A1) District.

The public hearing notice was published in the May 28, 2025 and May 30, 2025 editions of the Farmville Herald. The list of adjoining property owners and the sample letter sent to each were included in the Board packet.

The Planning Commission held a public hearing on May 20, 2025, where citizens spoke in favor and some in opposition to the application. The Planning Commission unanimously recommended approval of the Special Use Permit, 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.

The purpose of the Special Use is to allow for the establishment of a rural events center. County staff is of the opinion the use is generally compatible with the zoning district but will have minimal impacts on surrounding properties as far as traffic and noise.

Mr. Royea stated there is an existing 100' x 200' arena and some of the concerns and conditions are related to the lighting and PA system that were in place prior to their purchase of the property regarding the lighting and sound; this has been removed and replaced with soft solar lighting. Mr. Royea said this site will be used as a wedding and reception site, or for business meetings, fund raisers and family reunions. He said they have no intentions on motor-cross or anything similar to be held. He said VDOT has approved the entrance, and there are 3.5 acres available for parking. He added that lighting will be mostly solar but inside the building there will be electric lighting. He said the 40' x 80' building with 8' x 12' lean-tos are a brand-new facility; he said they intend to enclose the site. He said it is a picturesque environment. Mr. Royea stated the occupancy would be determined by water usage and septic service, and said the Fire Marshall sets the occupancy. He said initially they requested occupancy of 125 plus staff, but asked for an increase to approximately 200-250 (people) because of the square footage of 3,200.

Chairman Jenkins opened the public hearing.

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

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the request by Michael and Helen Royea for the purpose of establishment of a rural events center with the following conditions as amended; the motion carried:

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

Special Use Permit - Michael and Helen Royea dba Red Hill Ranch LLC
Tax Map #: 055-A-32
CONDITIONS

SITE PLAN

1. Development activities on the site shall be limited to those as specified in the Special Use Permit Application and Site Plan. The final locations of incidental facilities may be adjusted provided no such adjustment violates any buffers, setbacks, or other statutory requirement. The concepts reflected in the filed special use permit dated 04/02/2025 are hereby made part of these development conditions.
2. Final site plan approval for the Rural Events Center shall be submitted to the Prince Edward County Community Development Department for final review and approval pursuant to Article IV Development Standards of the Prince Edward County Code (Zoning Ordinance).
3. Any proposed expansion of the operation, change of activities or additional facilities or activities shall be submitted to the Prince Edward County Planning and Community Development office for review prior to implementation. Any changes may be subject to Permit amendment procedures, including Public Hearings.
4. All buildings within the property shall be developed as a cohesive entity, ensuring that building placement, architectural treatment, parking lot lighting, landscaping, trash disposal, vehicular and pedestrian circulation and other development elements work together functionally and aesthetically.
5. All landscaping shall be mulched and maintained to the reasonable satisfaction of the Prince Edward County 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.

ENVIRONMENTAL

6. All erosion and sediment control measures, storm water control facilities, and all construction activities shall comply with the requirements of the appropriate federal, state, and local regulations and ordinances.
7. All facilities for the provision of potable water and sanitation and wastewater disposal systems shall be approved by the Virginia Department of Health.
8. Any development activities of structural of land disturbing nature not specifically addressed by these Conditions shall be in conformance with applicable provisions of federal, state, and local statutes and regulations.

TRANSPORTATION

9. All entrance permits must be authorized by the Virginia Department of Transportation (VDOT). Development activities shall comply with all requirements of VDOT.
10. All internal roads used for public access shall be of compacted earth, or have a minimum of a four (4) inch stone base, or shall be paved.
11. Adequate area shall be provided on site to accommodate parking of all employees and patrons. It shall be the responsibility of the Permittee to assure that employees and patrons park only on site and not on any highway right-of-way, or on adjoining or adjacent parcels unless written consent is provided by the owner or owners thereof.

GENERAL

12. Building occupancy shall be limited to the determination by the Prince Edward County Building Official in accordance with the 2021 Virginia Building Code. Event attendance shall be determined by the Virginia Health Department but shall not exceed a total 250 persons including staff.
13. All activities shall comply with Article II – Noise of the Prince Edward County Code. Events hours shall be limited to 8 a.m. to 10 p.m. with quiet time from 10 p.m. to 8 a.m.
14. All exterior lighting shall be designed and installed so as to minimize glare onto adjoining properties or any public access road. All lighting shall be full cut-off type fixtures.
15. Outdoor storage of trash containers shall be situated at the rear of buildings and shall be appropriately screened.
16. The Permittee is responsible for the appearance of the site including litter pick-up and other orderly site appearance.
17. 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.
18. 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 – Green Bay Solar Farm, LLC, Special Use Permit

Mr. Stanley announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a Special Use Permit request by CEP Solar, LLC on behalf of Green Bay Solar Farm, LLC and a petition to appeal pursuant to § 15.2-2232 of the *Code of Virginia* in order to make a determination that the project is substantially in accord with the Prince Edward County Comprehensive Plan, and for the proposal to construct and

operate a 5MWac solar energy facility on land totaling 67.8 +/- acres denoted as Tax Map Parcels 107-A-63 and 107-A-64 located on Patrick Henry Highway (US Route 360), near its intersection with Cheatham Road (State Route 694), which is zoned Agricultural Conservation (A1) District. Notice of this hearing was advertised according to law in the Wednesday, May 28, 2025 and Friday, May 30, 2025 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The County has received an application request by Green Bay Solar Farm, LLC for a Special Use Permit to construct and operate a 5MWac solar facility on land totaling 67.8 +/-acres denoted as Tax Map Parcels 107-A-63 and 107-A-64 located on Patrick Henry Highway (US Route 360), near its intersection with Cheatham Road (State Route 694), which is zoned Agricultural Conservation (A1) District.

The public hearing notice was published in the May 28, 2025 and May 30, 2025 editions of the Farmville Herald. The list of adjoining property owners and the sample letter sent to each were provided in the Board packet.

The purpose of the Special Use is to allow for the location of a solar energy facility. The applicant has stated that the proposed facility will not be seen nor heard and will not impact adjacent properties. 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, estimated to be nine months from start until completion.

The Planning Commission held a public hearing on March 18, 2024, where there were letters submitted and citizens that spoke who both in support or in opposition to the project. The Commission deemed the proposal to not be substantially in accord with the Prince Edward County Comprehensive Plan and recommended denial of the SUP due to the fact that it fosters and/or promotes land development in agricultural areas would have a visual impact to the adjacent roadway, and the potential for runoff into an adjacent pond. Since the meeting, the applicant has reconfigured the site plan to locate panels away from the road and has a letter of support from the landowner where the adjacent pond is located. The applicant filed a petition to appeal pursuant to §15.2-2232 of the Code of Virginia in order to make a determination that the project is substantially in accord with the Prince Edward County Comprehensive Plan. A list of Draft Potential Conditions as recommended by staff was included in the Board packet.

Don Giecek, CEP Solar, said CEP is a Virginia based small business whose purpose is to partner with landowners, communities and customers to deliver solar projects that will generate both environmental and economic benefits to our Commonwealth. He said that Virginians take seriously the responsibility to deliver high quality solar

projects and are grateful with the working relationship with Prince Edward County and look forward to delivering a project to be proud of. He introduced Rick Thomas, Timmons Group, and Karen Cohen, legal counsel with Gentry Lock. He stated they have listened carefully to comments and deliberations from the community and neighbors. He then introduced Henry Kingery, with CEP Solar.

Mr. Kingery stated this project has a capacity of up to 5MW, with estimated construction in 2027 and with an estimated span of 40 years. He said this land is primarily clear-cut timber land and the project will span two private parcels with approximately 68 acres, with 45 acres of those that are developable, but less than 30 acres will be used for solar panels. He said there are a lot of factors that go into selecting a site for this type of facility; he said they must agree with the Comprehensive Plan and Zoning Ordinance. He said aesthetics, proximity to Route 360 and neighbors, and downstream impacts caused the project to previously not be found in substantial accord. He said these issues have been resolved and have new information regarding evolving neighbor sentiment. Mr. Kingery then reviewed the original site plan and compared the revisited site plan. He said in the place where the panels were moved from, it will be a timber reserve area to grow commercial timber.

Mr. Kingery stated the project is 400' from adjacent residences and the roads, and the panels cannot be seen. He stated that the risk of downstream sediment and erosion control has been reduced. He said only 50% of a site can be disturbed at a time which would be 15 acres and will maintain top soil. Mr. Kingery said they met with Mr. Bailey regarding the concern for his pond, and read a letter of support for the project from neighbor Mack Bailey. He said they have received verbal support from the northern neighbor.

Mr. Kingery said there are two construction entrances on Cheatham Road and designed in accordance with VDOT requirements. There is a point of interconnection planned along Route 360 and this project will connect directly to the distribution lines. He added there will be buffer planted along Cheatham Road to minimize visibility along that right of way.

Mr. Kingery then reviewed the environmental risk assessment as it pertains to the Sandy River Reservoir. He said these are performed locally and there is no risk of leaching. He then discussed the risk of natural hazards, stating the risks are low according to FEMA and NOAA. He said that to be responsive on site, they will add a Natural Disaster Preparation Requirement to the Emergency Response Plan and have added supplemental insurance coverage, and the Emergency Response coverage will include goals and responsibilities, emergency contacts, procedures that

are to take place in succession after the inclement weather events, and there will be a team ready to respond quickly to any situations that may occur.

Mr. Kingery distributed and discussed a Solar Panel Recycling Facilities map and chart. He indicated there is a very significant factor, based on the Solar Energy Industry Association's Natural Recycling Program, that they take their panels back; this includes Solaris, which is the first solar panel manufacturer in Bedford County. He said this indicates that panel recycling is increasingly viable, private businesses are making investments, and lawmakers are passing legislation. He then stated the first community outreach was held in December 2024. He reviewed stakeholder concerns and the response in the form of conditions, along with site design changes. He said this project provides economic benefits beyond tax revenue; there is a one-time pulse of activity during construction, sustained activity during operations. He then reviewed an analysis and revenue comparison, which indicated \$700,000 of solar tax revenue with the solar project and \$25,000 without the project.

Supervisor Gilliam asked if the project can still generate 5MW with the reduction in the size of panel space. Mr. Kingery said the type of panel and spacing can still generate 5MW [of power].

Supervisor Emert questioned the pond on Mr. Bailey's property due to potential runoff going to the Sandy River Reservoir. Mr. Kingery stated they recognize there is concern about the sediment in the runoff; he said the parcels in question is already clear-cut. He said removing the vegetation changed the erosion and sediment control; he said they still have to maintain water quality pre- and post-development and have added conditions to that end.

Supervisor Emert clarified that he is concerned with anything else leaching into the Sandy River Reservoir. Mr. Kingery said the panels do not leach hazardous materials [into the soil or water]; he added that the panels would have to be shredded into centimeter-sized debris and soaked in acidic water to extract any materials out of them.

Supervisor Emert said this is a new technology and it is hard to say from something new that it cannot be dangerous. Mr. Kingery said the scale of this use of solar is new, but the technology has been around for quite some time. He said he understands the concern and hope the conditions address those concerns.

Chairman Jenkins opened the public hearing.

Brian Steffen, Leigh District, asked the risks to and what can be done to reduce the risks to the Sandy River Reservoir.

Bryan Zaun, Leigh District, said the property cannot be walked as it is on a hill, and currently at the pond, it is muddy. He asked how they plan to put [solar panels] on it. He said it is not far to the Sandy River Reservoir and there would be major erosion.

Alan Fowlkes, Leigh District, asked the Board for its support for this project. He said they have modified setbacks and addressed the water issues that were brought up at the Planning Commission [meeting]. He said this project is a small-scale solar project and will help the diversify the tax base of this county and take some of the tax burden off the citizens. He said Nottoway County has gone up 20% over two years on their real estate taxes, not including a \$20 million Courthouse they are mandated by the Judge to build. He said all counties require the same from their operations and facilities and requirements of the government. He said this helps to attract businesses such as data centers. He said at the last meeting, it was questioned why electric customers are being charged [for solar power], and they should ask about the charge for the clean-up of the coal ash leaking out of the ponds into the James River.

JoAnne Webb, Chesterfield, VA, said Mr. Fowlkes' family goes back to the 1700s; she said the project is well designed and is being executed properly. She said she firmly believes in property rights, but some landowners are being denied opportunities for solar development.

Edwin Fowlkes thanked the Board for its time and service. He said this project has been thoroughly reworked; he added they do not want pollution or problems either. He said this is an industrial-type thing and will provide income for many years, and the energy that goes to the distribution lines can be used by the neighbors.

Dee Hobgood, Leigh District, said they are now beef farmers and is not involved in this project at all, but there have been things that were said about noise from solar panels when they adjust. He said they are close to Route 360 with the traffic and large trucks and there are train tracks with hundreds of cars hauling coal towards the coast and back. He said timber grows and is cut, then it grows back; like timber, solar is a crop. Crops use the sun to get the nutrition, and solar uses the sun. It is clean and Prince Edward County needs to use it. He then discussed a report regarding solar research from Virginia Tech and there have been no toxic issues from the panels, having experimented with new panel heights where cattle can graze underneath the panels, and crops can grow under the panels, and is called solar farming.

Anne Bowman, Leigh District, said the solar community has redone [the project] and is trying to be considerate of everyone's concerns and a good neighbor to produce clean energy. She said the tax revenue generated would be greatly appreciated by all of the taxpayers.

David Jennings, Leigh District, expressed his opposition to the project on behalf of his mother, Judy Jennings. He said the Planning Commission voted on this being not in accord with the Comprehensive Plan; he said the Board needs to be proactive on these projects. He said they made a revision to the 75' buffer so they can make more conditions. He said if the Planning Commission found them not in accord, the project should be abandoned and a new location should be the option. Concessions by the solar entity should not be deemed as a show of good will. He said that on some of the properties, the site can be seen.

Supervisor Cooper-Jones asked if Mr. Jennings is on the same side as the proposed solar farm. Mr. Jennings indicated on the map where he is in relation to the solar farm, stating he can see it when he comes out of the driveway.

Jody Hobgood, Leigh District, stated there were lots of storms with trees down, water in the roads, and power outages. She said that in Texas, where the hailstorms demolished the solar panels and "dripped things out into the soil." She said there are no places in Virginia [to recycle], and stated her opposition.

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

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to find that Green Bay Solar Farm, LLC, proposed 5MWac solar energy facility as described in the Special Use Permit application, as said proposal has been revised by the applicant, is substantially in accord with the Prince Edward County Comprehensive Plan, and approve the request for a Special Use Permit with the following conditions; the motion carried:

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

**Green Bay Solar Farm, LLC
PRINCE EDWARD COUNTY, VIRGINIA
Special Use Permit Conditions**

SECTION I. GENERAL PROVISIONS

1. This Special Use Permit applies to the following properties for which a special use permit application was submitted: Tax Map Parcel Identification Numbers: 107-A-63, 107-A-64. The Special Use Permit application was submitted on 02/21/2025 by Green Bay Solar Farm, 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 Green Bay Solar Farm, 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 Green Bay Solar Farm, 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.
 - l. **"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 Numbers 107-A-63, 107-A-64.
 - 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 address disaster preparedness, response and clean-up, including fire suppression methods and a severe weather plan 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. Upon commencement of installation or construction of the Project and through commercial operation until decommissioning is completed, the Applicant will obtain and maintain in effect insurance coverage in commercially reasonable types and amounts, to include property and casualty insurance and sudden and accidental pollution coverage.
 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.

10. Green Bay Solar Farm, LLC, or owner, will reimburse, or cause to be reimbursed, to the County all out-of-pocket costs and fees incurred for professional services engaged for purposes of assisting the County during the application and permitting process and during and through construction, including, but not limited to, legal fees and consulting fees; however legal fees shall not be assessed to Green Bay Solar Farm, 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, to include litigation against Prince Edward County for said approval (“Zoning Actions”); provided, however, the reimbursement for Zoning Actions is subject to a maximum reimbursement of \$25,000, (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 Green Bay Solar Farm, LLC for the Project not be approved by the County, no reimbursement under this paragraph will be owed by Green Bay Solar Farm, LLC to the County.
11. The Project owner or operator will, in coordination with Prince Edward County Emergency Management, provide education and training on how to respond in the event of a fire or other emergency on the premises. “Knox Boxes” or coded padlocks will be added at access gate locations, so that emergency services resources can gain access inside the security fence during the construction phase of the project.
12. Terms and conditions pertaining to revenue share payments and voluntary payments shall be set forth in a siting agreement between Applicant and the County.

SECTION II. BUFFERS, HEIGHTS, AND SETBACKS

13. 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. Solar panels will only be located on the north side of Flippen Creek and associated wetlands as shown on the Site Plan.
 - d. Solar panels will be set back a distance of four hundred (400) feet from existing residential structures on parcels 107-A-64A and 107-A-64C.
 - e. Inverters will be set back a distance of three hundred (300) feet from all exterior property lines.
 - f. The Site Plan will include a vegetative buffering plan (the “Vegetative Buffer Plan”) that will limit the visibility of the Solar Facility and 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 the County Zoning 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.

- g. Vegetative buffering areas shall be installed (pursuant to the screening suggestions attached as Exhibit A) within 3 months of substantial completion of the fencing installation. Vegetative buffer punch list and repairs may continue during Project construction and, as necessary, will be managed throughout the life of the Project 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.
- h. Prior to commercial operation, the Project will plant commercial timber in the Timber Reserve Area as detailed in the Site Plan. The project owner will maintain the timber in accordance with silvicultural best practices for the life of the Project.
- i. 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.
- j. Any historical resources noted in the Virginia Department of Historic Resources Map that are listed or eligible for listing in the National Register of Historic Places must be identified, marked, and preserved at a setback approved by the Virginia Department of Historic Resources, as reflected on the Site Plan.
- k. 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

- 14. 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.
- 15. 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).
- 16. 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.

17. 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 entrances.
18. 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.
19. Dust containment measures shall be utilized at all times, as necessary, to contain dust from constituting a nuisance to nearby residents.
20. No burning of stumps and/or debris will be allowed onsite at the subject solar facility.
21. During construction, the Project will minimize grading and cut/fill for roads and structures when leveling or reducing slope grade changes for panel arrays, wherever possible. The Project will retain topsoil onsite, minimize topsoil removal wherever possible, and maintain temporary topsoil stockpiles in an aerated condition, covered with deep-rooted vegetation and kept away from wet areas. The Project will return topsoil to disturbed areas from stockpiles as quickly as site closure conditions allow, or utilize direct haul strategies to immediately move actively collected topsoil to adjacent soil reconstruction areas.
22. The Solar Facilities shall be enclosed within chain link security fencing not less than six (6) feet in height.
23. 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. Lighting shall be limited to that minimally required for safety and operational purposes and shall be full cut-off type fixtures.
24. 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 25 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.
25. Subject to the CTMP, Delivery Routes to the site shall include U.S. Route 360 (Patrick Henry Highway), to State Route 694 (Cheatham Road), to the proposed site entrance(s) as shown in Appendix A – Site Plan with Entrances of the SUP application. The Delivery Routes are subject to modification pursuant to direction or recommendation from VDOT and approval by the Zoning Administrator.
26. 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 ~~each~~ upon written request from the Applicant detailing the need for an extension.
27. 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, is expressly

prohibited: cadmium, tellurium, GEN X, field-applied Teflon® coating, or any other materials prohibited by federal or state agencies. All solar panels shall be “BloombergNEF Tier 1 rated and have passed the Toxicity Characteristic Leaching Procedure (TCLP) test, as administered by the United States Environmental Protection Agency.

28. No panels, inverters, pyranometers, substations, or any other component of the Solar Facility, except fencing, shall be located in a floodplain.
29. Upon completion of the construction of the Solar Facilities, the Applicant shall submit a post-construction 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

30. 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.
31. Solar panels are to be considered unconnected impervious areas when performing post-development water quantity and quality calculations in accordance with the Department of Environmental Quality’s March 29, 2022 Memorandum regarding Post-Development Stormwater Management for Solar Projects.
32. 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. In order to ensure orderly development of the Solar Facility and to protect the stabilization and environmental integrity and quality of the Site, no more than fifty percent (50%) of the total site development area shown on the Approved Site Plan may be disturbed at any point in time. For purposes of this condition, an area for which any one or more of the following is true is not considered to be disturbed: the area has established ground cover, the County has determined that the area is not disturbed, an area where temporary stabilization measures have been implemented, gravel driveways, or laydown areas.
33. 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.
34. After completion of construction of the project, noise levels measured at the property line during standard operations shall not exceed 50 dbA. Applicant shall submit equipment and component manufacturers' noise ratings to demonstrate compliance. The applicant shall be required to provide Operating Sound Pressure Level measurements from a reasonable number of sampled locations at the perimeter of the site to demonstrate compliance with this standard.
35. Any damaged solar components or portions thereof shall be collected by the facility operator and removed from the site or stored on site in a location protected from weather and wildlife and from any contact with ground or water until removal from the site can be arranged; storage shall not exceed sixty (60) days. If not returned to the manufacturer, damaged components shall be transferred directly to an approved recycling facility or disposal site in accordance with local, state, and federal laws.

SECTION V. DECOMMISSIONING

36. Decommissioning shall be conducted in accordance with the Decommissioning Plan approved by Prince Edward County.
37. 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.
38. 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, pads or 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.
39. 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.

40. Periods during which the Facility is not operational for maintenance, repair, or due to a catastrophic event beyond the control of Green Bay Solar Farm, LLC during which time Green Bay Solar Farm, 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. Green Bay Solar Farm, 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 Green Bay Solar Farm, 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 Green Bay Solar Farm, LLC shall commence Decommissioning no later than the 548th day after the catastrophic event.
41. 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 thirty (30) days of the change(s).
42. 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.
43. To secure the costs of Decommissioning, Green Bay Solar Farm, 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.
44. 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 Green Bay Solar Farm, LLC shall mutually agree to determine the correct surety amount; and Green Bay Solar Farm, 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 Green Bay Solar Farm, LLC agree on the adequate surety amount.
45. 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 Green Bay Solar Farm, 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.

- b. 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 by the issuer 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 Green Bay Solar Farm, 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 Green Bay Solar Farm, 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 Green Bay Solar Farm, 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.
- c. A surety bond shall mean a bond issued by a company with an AM Best rating of 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 Green Bay Solar Farm, 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 Green Bay Solar Farm, 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 Green Bay Solar Farm, 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.

46. 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.
47. 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, Green Bay Solar Farm, 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.
48. 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, Green Bay Solar Farm, 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 – Siting Agreement, Oak Lane Solar Farm, LLC

Mr. Stanley announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a siting agreement by Green Bay Solar Farm, LLC, related to a 5MWac solar energy facility on land totaling 67.8 +/- acres denoted as Tax Map Parcels 107-A-63 and 107-A-64 located on Patrick Henry Highway (US Route 360), near its intersection with Cheatham Road (State Route 694), which is zoned Agricultural Conservation (A1) District. Notice of this hearing was advertised according to law in the Wednesday, May 28, 2025 and Friday, May 30, 2025 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The County has been in negotiations with Green Bay Solar Farm, LLC for a siting agreement related to construction and operation of a 5MWac solar facility on land totaling 67.8 +/- acres denoted as Tax Map Parcels 107-A-63 and 107-A-64 located on Patrick Henry Highway (US Route 360), near its intersection with Cheatham Road (State Route 694), which is zoned Agricultural Conservation (A1) District.

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

The public hearing notice was published in the May 28, 2025 and May 30, 2025 editions of the Farmville Herald. The list of adjoining property owners and the sample letter sent to each were provided in the Board packet.

The agreement for the 5MWac solar site includes a one-time upfront voluntary payment of \$112,500 (\$22,500 per MWac) plus an annual payment of \$1,540 per MWac (proffered by applicant) for a total estimated taxable revenue of \$561,587.

Chairman Jenkins opened the public hearing.

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

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the Siting Agreement with Green Bay Solar Farm, LLC for the proposed 5MWac solar energy facility; the motion carried:

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

SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (the “**Agreement**”), dated as of June 10, 2025 (the “**Effective Date**”), is by and between Prince Edward County, Virginia, a political subdivision of the Commonwealth of Virginia (the “**County**”) and Green Bay Solar Farm, LLC a Virginia limited liability company, and its successors and assigns (the “**Applicant**”). The County and Applicant are herein each a “**Party**” and collectively, the “**Parties**.”

RECITALS

WHEREAS, the Applicant intends to site, develop, construct, install, and operate a Utility Scale Energy Facility and associated electric grid interconnection facilities (the “**Project**”) on certain parcels of land identified as Prince Edward County Tax Map Parcel Number(s) 107-A-63 and 107-A-64 (collectively, the “**Property**”);

WHEREAS, pursuant to Virginia Code § 58.1-2636, the County has adopted an ordinance assessing a revenue share of up to \$1,400.00 per megawatt, as measured in alternating current (“**MWac**”) generation capacity of the nameplate capacity of solar generation facilities, increased on July 1, 2026, and every five years thereafter by ten percent (the “**Solar Revenue Share**”), codified as Sections 70-241 through 70-243 of the Prince Edward County Code of Ordinances (the “**Solar Revenue Share Ordinance**”);

WHEREAS, pursuant to Virginia Code § 58.1-3660, because the County has adopted the Solar Revenue Share Ordinance, the solar photovoltaic (electric energy) systems associated with the Project will not be subject to machinery and tools taxation, but instead will be assessed the Solar Revenue Share;

WHEREAS, pursuant to Virginia Code § 58.1-2606.1(B), “solar photovoltaic projects five (5) megawatts or less shall not be exempt from the assessment of a revenue share by ordinance of that locality”;

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Energy Facilities,” projects five megawatts or less are not deemed “solar facilities” within the meaning of said article, and therefore, Applicant and the County are not required to enter into a siting agreement;

WHEREAS, the special use permit conditions for the Project (attached hereto as **Exhibit B**) require the Parties to enter into this Agreement, and the Parties desire to enter into this Agreement to memorialize their obligations with respect to the Solar Revenue Share payments, and to provide additional financial compensation to the County to be used for any lawful purpose, including as may be permitted by Virginia Code §§ 15.2-2288.8 and/or 15.2-2316.7;

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

WHEREAS, 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.

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

Article I

Conditions

1. **SUP Conditions.** The Applicant acknowledges and agrees that it is subject to all the terms and conditions contained in any special use permit (“**SUP**”) approved by the Board of Supervisors for the Project. The SUP approved by the Board on June __, 2025 is attached hereto as **Exhibit B** and is hereby incorporated herein. Violation by the Applicant or by any of Applicant’s agents, assigns, or successors in interest of any terms and conditions of the SUP or of any other applicable zoning requirements shall constitute a violation of this Agreement.

Article II

Voluntary Payments

1. **Purpose.** The Parties acknowledge that the County has certain capital needs important to the economic, physical, and social well-being of the citizens and businesses within the County and that the Project may generate the possibility of additional responsibilities for certain County services; in recognition thereof, the Applicant agrees to make the financial contributions set forth on **Exhibit A** (in accordance with paragraph 2 of this Article), and permitted under Virginia Code §§ 15.2-2288.8 and 15.2-2316.6, *et seq.*

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

a. A one-time voluntary payment to Prince Edward County in the amount of \$22,500 per megawatt (MWac) within six (6) months of the Commercial Operation Date, as defined in Section 2(b). The schedule of payments on **Exhibit A** assumes an estimated Project nameplate capacity of five megawatts (5 MWac), and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate.

b. Annual Solar Revenue Share payments in accordance with the Solar Revenue Share Ordinance adopted by the County, which, in accordance with the Solar Revenue Share Ordinance in effect as of the date of this Agreement are anticipated to be as set forth in **Exhibit A**, attached hereto and incorporated herein. The schedule of payments on **Exhibit A** assumes an estimated Project nameplate capacity of 5 MWac, and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate. The Solar Revenue Share 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 regular Payments shall be due and payable on or before December 1st each year thereafter until the completion of the decommissioning of all of the Project (the “**Termination Date**”). The Parties acknowledge that, except as otherwise provided herein, the Applicant’s obligation to make the Payments shall be conditioned upon the Project commencing Commercial Operation. The Payments shall be made to the County in any year in one lump sum payment during the term of this Agreement.

c. Annual Supplement Payments, if any, payable to the County annually together with the Revenue Share Payments, to be calculated as follows (the “**Annual Supplement Payment**”):

(The amount due to the County for the year under the County’s Revenue Share ordinance in existence as of the date of this Agreement, including ten percent

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.

increases each five years, all as set forth in Va. Code § 58.1-2636) less (the amount actually assessed and paid to the County under the County's Solar Revenue Share Ordinance), except that if the County repeals its revenue share ordinance and a machinery and tools tax is applicable to the Project, then the payment under this paragraph 2.c. will be zero.

For example, in the year 2040, the amount due to the County under the County's Revenue Share Ordinance in existence as of the date of this Agreement for a 5MWac project is projected to be \$9,317 (5 X \$1,863.40). If in 2040 the Revenue Share Ordinance provides for a payment of \$500 per megawatt per year such that the assessment in that year for a 5 MWac project will be \$2,500, then the Annual Supplement Payment will be \$6,817 (\$9,317 less \$2,500).

3. **Statutory Structure of Payments; Statement of Benefit.** The Applicant agrees that, by entering into this Agreement, the Payments are authorized by statute (including the voluntary portion of the Payments, pursuant to Virginia Code § 15.2-2316.6, *et seq.*), and the Applicant acknowledges that it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial. Applicant acknowledges that this Agreement provides for a clear and predictable stream of future payments to the County in amounts fair to both Parties.

4. **Use of Payments by the County.** The Payments may be used for any lawful purpose.

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 Payments after the Termination Date except for revenue share for the Project that has been assessed under the County's Solar Revenue Share Ordinance but not collected.** The Payment due for the year in which the Project is decommissioned shall be prorated as of the Termination Date. Provided Commercial Operation has not terminated, then upon the conclusion of the fortieth (40th) calendar year of Commercial Operation, this Agreement shall automatically renew for additional terms of one year, from January 1 to December 31 of each calendar year, until written notice of termination (a "**Notice of Termination**") is given by either Party, and such Notice of Termination shall provide a termination date that is at least one year 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.

2. **Mutual Covenants.** The Applicant covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. The County covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3. **No Obligation to Develop.** The Applicant has no obligation to develop or construct the Project, and this Agreement does not require any payments until after the Commercial Operation Date. Any test energy or other energy produced prior to the Commercial Operation Date shall not trigger any payments under this Agreement. It is understood that development of the Project by Applicant is contingent upon a number of 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 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. “Substantial Accord” with County’s Comprehensive Plan. Pursuant to Va. Code 15.2-2232(B), the Board of Supervisors found that the Project’s general or approximate location, character and extent is substantially in accord with the County’s Comprehensive Plan or part thereof, and by execution of this Agreement, the Project is deemed to be substantially in accord with the County’s Comprehensive Plan in satisfaction of the requirements of Va. Code § 15.2-2232.

6. Memorandum of Agreement. A memorandum of this Agreement, in a form substantially similar to that attached as Exhibit C hereto, shall be recorded in the land records of the Clerk’s Office of the Circuit Court of Prince Edward County, Virginia. Such recordation shall be at the Applicant’s sole cost and expense and shall occur as soon as reasonably practicable after the Effective Date. If the Applicant chooses to not develop the Project, in its sole discretion, the County shall execute a release of the memorandum filed in the aforementioned 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 County:

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

With a copy to:

Terri Atkins Wilson, County Attorney
117 North Main Street
Farmville, Virginia 23901

If to Applicant:

Green Bay Solar Farm, LLC c/o CEP Solar, LLC
2201 W Broad St
Richmond, VA 23220
Attn: Tyson Utt

With a copy to:

Karen L. Cohen, Esq.
Gentry Locke
PO Box 780
Richmond, Virginia 23218

The County and 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 the Applicant, and as applicable, its associates, contractors, partners and affiliates, utilize confidential and proprietary “state-of-the-art” information and data in their operations (“**Confidential Information**”), and that disclosure of any such information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. The County acknowledges that during the development and negotiation of this Agreement, certain Confidential Information may be, or may have been, shared with the County by the Applicant. 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, 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 maintain in effect comprehensive general liability insurance and pollution liability insurance with minimum coverage limitations of \$2 million per occurrence and \$5 million annual aggregate; employer’s liability/workers’ compensation insurance with a minimum coverage limitation of \$1 million per accident; property and casualty insurance on a replacement value basis with minimum coverage limitation of \$5 million per occurrence; and such other insurance for the Project as may be required by law.

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

12. Assignment. This Agreement may not be assigned by the Applicant to any party without the express written consent of the County, which consent shall not be unreasonably withheld. Any assignment shall be made subject to all terms and conditions of this Agreement.

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 after thirty (30) days of receiving written notice of the default from the non-defaulting Party, or if the default cannot be cured within thirty (30) days and the defaulting Party has not begun and pursued with diligence to cure said default, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

B. This Agreement may be terminated by the County in the event of a material breach of this Agreement that has not been cured within sixty (60) days of 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, (2) the permits and approvals under which the Project will be operated or built, 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. Failure by the Applicant after receiving written notice to resolve as soon as practically possible, a material breach that state or federal authorities determine threatens the safety of the public or threatens to cause material environmental damage, shall entitle the County to terminate this Agreement effective immediately upon the failure of the Applicant to act as soon as practically possible. Further, the County may terminate this Agreement effective immediately if the Applicant fails to pay an amount due under this Agreement within thirty (30) days of receiving from the County written notice of the failure to pay. Provided, however, if a dispute exists as to whether an amount is owed a breach 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 of the Prince Edward County Circuit Court. The cure period and any termination of this Agreement shall be extended and tolled pending a decision by the Circuit Court on the declaratory judgment or other action filed.

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

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

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

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

17. Force Majeure.

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

- (i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;
- (ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the Project, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable

action or inaction on the part of Applicant or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

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

(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;

B. 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.

C. 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.

D. 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.

E. 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.

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

G. Should a single Force Majeure Event occur for a continuous period of more than 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.

H. 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.

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

Green Bay Solar Farm, LLC

By: _____
Name _____
Title: _____

PRINCE EDWARD COUNTY, VIRGINIA

By: _____
Name _____
Title: _____

Approved as to form:

By: _____
County Attorney

EXHIBIT A
ILLUSTRATIVE SCHEDULE OF PAYMENTS

The following schedule of payments assumes an estimated project nameplate capacity of 5MWac and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimates. The following schedule illustrates an example of a 40-year payment schedule and an operational year of 2027; however, the payments shall begin in the year that the project becomes operational and end on the Termination Date, as provided in this Agreement.

NOTE: This table does not include revenue from increased real property assessments.

Operational Year	Calendar Year	Additional Voluntary Payment	Annual Revenue Share (\$/MWac)	Annual Revenue Share Payment	Total Cumulative Payments
1	2027	\$ 112,500	\$ 1,540	\$ 7,700	\$ 120,200
2	2028	\$ -	\$ 1,540	\$ 7,700	\$ 127,900
3	2029	\$ -	\$ 1,540	\$ 7,700	\$ 135,600
4	2030	\$ -	\$ 1,540	\$ 7,700	\$ 143,300
5	2031	\$ -	\$ 1,694	\$ 8,470	\$ 151,770
6	2032	\$ -	\$ 1,694	\$ 8,470	\$ 160,240
7	2033	\$ -	\$ 1,694	\$ 8,470	\$ 168,710
8	2034	\$ -	\$ 1,694	\$ 8,470	\$ 177,180
9	2035	\$ -	\$ 1,694	\$ 8,470	\$ 185,650
10	2036	\$ -	\$ 1,863	\$ 9,317	\$ 194,967
11	2037	\$ -	\$ 1,863	\$ 9,317	\$ 204,284
12	2038	\$ -	\$ 1,863	\$ 9,317	\$ 213,601
13	2039	\$ -	\$ 1,863	\$ 9,317	\$ 222,918
14	2040	\$ -	\$ 1,863	\$ 9,317	\$ 232,235
15	2041	\$ -	\$ 2,050	\$ 10,249	\$ 242,484
16	2042	\$ -	\$ 2,050	\$ 10,249	\$ 252,732
17	2043	\$ -	\$ 2,050	\$ 10,249	\$ 262,981
18	2044	\$ -	\$ 2,050	\$ 10,249	\$ 273,230
19	2045	\$ -	\$ 2,050	\$ 10,249	\$ 283,479
20	2046	\$ -	\$ 2,255	\$ 11,274	\$ 294,752
21	2047	\$ -	\$ 2,255	\$ 11,274	\$ 306,026
22	2048	\$ -	\$ 2,255	\$ 11,274	\$ 317,299
23	2049	\$ -	\$ 2,255	\$ 11,274	\$ 328,573
24	2050	\$ -	\$ 2,255	\$ 11,274	\$ 339,846
25	2051	\$ -	\$ 2,480	\$ 12,401	\$ 352,247
26	2052	\$ -	\$ 2,480	\$ 12,401	\$ 364,648
27	2053	\$ -	\$ 2,480	\$ 12,401	\$ 377,049
28	2054	\$ -	\$ 2,480	\$ 12,401	\$ 389,450
29	2055	\$ -	\$ 2,480	\$ 12,401	\$ 401,851
30	2056	\$ -	\$ 2,728	\$ 13,641	\$ 415,492
31	2057	\$ -	\$ 2,728	\$ 13,641	\$ 429,133
32	2058	\$ -	\$ 2,728	\$ 13,641	\$ 442,774
33	2059	\$ -	\$ 2,728	\$ 13,641	\$ 456,415
34	2060	\$ -	\$ 2,728	\$ 13,641	\$ 470,056
35	2061	\$ -	\$ 3,001	\$ 15,005	\$ 485,061
36	2062	\$ -	\$ 3,001	\$ 15,005	\$ 500,066
37	2063	\$ -	\$ 3,001	\$ 15,005	\$ 515,071
38	2064	\$ -	\$ 3,001	\$ 15,005	\$ 530,077
39	2065	\$ -	\$ 3,001	\$ 15,005	\$ 545,082
40	2066	\$ -	\$ 3,301	\$ 16,506	\$ 561,587

EXHIBIT B

SPECIAL USE PERMIT

EXHIBIT C

FORM OF MEMORANDUM

Full exhibit follows

PREPARED BY AND RETURN TO:

Green Bay Solar Farm, LLC
c/o Tyson Utt
2201 W Broad St
Richmond, VA 23220

Prince Edward Tax Map ID No. 107-A-63 and 107-A-64

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

MEMORANDUM OF SOLAR FACILITY SITING AGREEMENT

This Memorandum of Solar Facility Siting Agreement (this “*Memorandum*”), dated and effective as of June 10, 2025, is made by and between PRINCE EDWARD COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “*County*”) and Green Bay Solar Farm, LLC, a Virginia limited liability company (“Green Bay Solar Farm”), with regard to the following:

1. Siting Agreement. The County and Green Bay Solar Farm are parties to that Solar Facility Siting Agreement, dated June 10, 2025 (the “*Siting Agreement*”), which describes the intent of Green Bay Solar Farm to develop, install, build, and operate a solar facility (“*Project*”) on that certain parcel of land identified as Prince Edward County Tax Map Parcel(s) 107-A-63 and 107-A-64 (the “*Property*”).
2. Authorization. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Board of Supervisors of Prince Edward County on May 13, 2025.
3. Substantially in Accord. The Siting Agreement states, *inter alia*, that the Project is deemed to be substantially in accord with the Prince Edward County Comprehensive Plan under Virginia Code Ann. § 15.2-2232.
4. Obligations. The Siting Agreement sets forth, *inter alia*, certain obligations of Green Bay Solar Farm to comply with the Special Use Permit approved by the County for the Project, and to make certain payments to the County.
5. Siting Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions, or covenants of the Siting Agreement, and the County and Green Bay Solar Farm executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County’s and Green Bay Solar Farm’s rights thereunder. The terms, conditions

and covenants of the Siting Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

WITNESS the following signature and seal:

PRINCE EDWARD COUNTY, VIRGINIA:

By:
Name:
Title:
Date:

COMMONWEALTH OF VIRGINIA,

COUNTY OF _____, to-wit:

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 2025, 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:

Green Bay Solar Farm, LLC:

By:
Name:
Title:
Date:

COMMONWEALTH OF VIRGINIA,

COUNTY OF _____, to-wit:

Before me, a notary public in and for the jurisdiction aforesaid, this ____ day of _____, 2025, appeared _____, who acknowledged that they executed the foregoing instrument in their capacity as _____ of Green Bay Solar Farm, LLC, on behalf of said company.

Notary Public

My Commission Expires: _____

Notary Registration No.: _____

In Re: Public Hearing – Ordinance for Payment of One-Time Bonuses

Mr. Stanley announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering a proposed ordinance to authorize payment of a one-time bonus in FY 26 to eligible county employees and officers, consistent with the action of the 2025 Virginia General Assembly. Notice of this hearing was advertised according to law in the Wednesday, May 28, 2025 and Friday, May 30, 2025 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

At the April 29, 2025, Board meeting, the Board authorized a public hearing for the attached proposed ordinance, which would enable the Board to authorize the payment of a one-time bonus payment, equal to 1.5 percent of the employee's base salary, on July 1, 2025.

As the Board is aware, the FY26 County Budget includes a 1.5 percent one-time bonus for all County employees and officers, to include those not covered by the Comp Board and both full and part-time. In accordance with Section 15.2-1508 of the Code of Virginia, as amended, the bonus must be approved by ordinance, which requires a public hearing.

Chairman Jenkins opened the public hearing.

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

Supervisor Townsend made a motion, seconded by Supervisor Cooper-Jones, to approve the Ordinance as presented, authorizing a one-time bonus to eligible county employees and officers, in accordance with the action of the Virginia General Assembly; the motion carried:

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

**AN ORDINANCE OF THE COUNTY OF PRINCE EDWARD
TO ADD AND ORDAIN A SECTION
FOR PAYMENT OF A ONE-TIME BONUS TO ELIGIBLE
COUNTY EMPLOYEES AND OFFICERS IN FY 2026
IN ACCORDANCE WITH THE ACTION OF THE VIRGINIA GENERAL ASSEMBLY**

BE IT ORDAINED BY THE PRINCE EDWARD COUNTY BOARD OF SUPERVISORS that Prince Edward County Code be amended and ordained as follows:

PAYMENT OF A ONE-TIME BONUS TO ELIGIBLE. COUNTY EMPLOYEES AND OFFICERS IN FY 2026.
IN ACCORDANCE WITH THE ACTION OF THE VIRGINIA GENERAL ASSEMBLY

The 2025 Virginia General Assembly has approved and is funding a one-time bonus payment, equal to 1.5 percent of their base salary, for the following full-time employees and officers applicable to the County of Prince Edward: locally-elected constitutional officers; general registrars and members of local electoral boards; and full-time employees of locally elected constitutional offices, local court service units, local pre-trial services act, and local social services boards.

The Board of Supervisors supports this acknowledgement of the efforts of our dedicated, county employees (including those not cited by the General Assembly), who maintain essential services for Prince Edward County citizens. In recognition, the Board of Supervisors does hereby authorize a one-time payment, to be paid on July 1, 2025 to locally-elected constitutional officers; general registrars and members of local electoral boards; and employees of locally elected constitutional offices, local court service units, local pre-trial services act, and local social services boards, and the officers and employees of the Board of Supervisors, consistent with the action taken by the Virginia General Assembly, with eligibility as outlined below:

- A. Must be an employee who was on County or Department of Social Services payroll on February 25, 2025, and remained employed by the County until July 1, 2025; and
- B. For full-time employees: The one-time bonus payment will be equal to 1.5 percent of their base pay on July 1, 2025; and
- C. For part-time employees: The one-time bonus payment will be equal to 1.5 percent of their earnings total from March 1, 2024 through February 28, 2025; and
- D. This one-time payment shall be for FY 26 only.

This Ordinance shall be effective upon adoption and expires on July 30, 2025.

In Re: Public Hearing – Elementary School FY24 Carry-over Funds

Mr. Stanley announced that this was the date and time scheduled for a public hearing to receive citizen input prior to considering amendments to the FY25 County Budget and the FY25 County School Budget in the amount of \$1,039,101.50 of FY24 School Carry-over funds to pay for adding security fencing at Prince Edward County Elementary School and renovation of the auditorium at Prince Edward County High School. Notice of this hearing was advertised according to law in the Wednesday, May 28, 2025 and Friday, May 30, 2025 editions of THE FARMVILLE HERALD, a newspaper published in the County of Prince Edward.

The Board of Supervisors has received a request from the Prince Edward County School Board requesting \$1,039,101.50 of local carry-over funds to pay for adding security fencing at the Prince Edward County Elementary School and renovation of the auditorium at the Prince Edward County High School. The Board of Supervisors will

wish to approve and appropriate the funds requested following the public hearing to amend the FY25 County and School Budgets by the amount of \$1,039,101.50.

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.

Chairman Jenkins opened the public hearing.

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

Supervisor Emert made a motion, seconded by Supervisor Townsend, to approve the increase of the FY25 County Budget and FY25 School Budget by \$1,039,101.50 and appropriate the same funds to enable the expenditure for the added security fencing at the Prince Edward County Elementary School and the renovation of the auditorium at the Prince Edward County High School; the motion carried:

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

In Re: Highway Matters

Staff will record issues to report to Scott Frederick, PE, VDOT Resident Engineer.

Supervisor Townsend asked when the mowing will take place in his district. Mrs. Puckett said she will get the grass cutting schedule and provide it to the Board.

Supervisor Townsend then said the road mile markers look good, that they stand out and could save a life.

Supervisor Emert said there are potholes on Old Prospect Road, Singleton Road, Oliver Road, and Hard Times Road, as well as most of the secondary roads.

Supervisor Gilliam reported that at 1449 Heights School Road, there is a dead pine tree that needs removed; he said at 2205 Five Forks Road, there is half an oak tree that has fallen. He then said that on Moore Road, where the crews filled the ditch with crushed run, the rain has washed it all into the creek and needs a larger stone placed there. He reported that on High Bridge Road, there are limbs and brush down, and on Pin Oak Road where they picked up the trash north of Hendrick's Store, the bags are splitting open from the rain and weather.

Supervisor Pride said grass mowing is needed in her area.

Mr. Stanley said the work from gathering the brush and trees from the ice storm have likely moved the mowing schedule back.

Supervisor Townsend reported that he is receiving calls about Rice Creek Road and asked if there is something that can be done to begin work; he said the road is rough and the trees need trimmed back.

Supervisor Gilliam stated contract crews did a good job on Heights School Road.

Supervisor Emert said the ditches are better on Buffalo Church Road, but the road is like a washboard.

In Re: Citizen Volunteer Appointments – Board of Appeals for Building Code

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to re-appoint Donald Amos, Jr. to the Board of Appeals for Building Code for a term of five years beginning July 1, 2025 and ending June 30, 2030; the motion carried:

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

In Re: Citizen Volunteer Appointments – County Industrial Development Authority

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to re-appoint Quincy Handy and Tim Tharpe to the County Industrial Development Authority for a term of four years beginning July 1, 2025 and ending June 30, 2029; the motion carried:

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

In Re: Citizen Volunteer Appointments – Social Services Board

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to re-appoint Pamela Snead to the Social Services Board for a term of four years beginning July 1, 2025 and ending June 30, 2029; the motion carried:

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

In Re: Citizen Volunteer Appointments – Central Va. Regional Library Board

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to re-appoint Shauna Hunter-McKinney to the Central Virginia Regional Library Board for a term of four years beginning July 1, 2025 and ending June 30, 2029; the motion carried:

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

In Re: Citizen Volunteer Appointments – Poplar Hill CDA

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to re-appoint John Gantt and Kim Yeatts to the Poplar Hill CDA for a term of two years beginning July 1, 2025 and ending June 30, 2027; the motion carried:

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

In Re: Citizen Volunteer Appointments – Southside Virginia Community College Board

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to re-appoint Russell Dove to the Southside Virginia Community College Board for a term of four years beginning July 1, 2025 and ending June 30, 2029; the motion carried:

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

In Re: Citizen Volunteer Appointments – County Planning Commission

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to appoint Ken Copeland to the County Planning Commission to fill the unfilled term and ending December 31, 2025; the motion carried:

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

In Re: Appropriation of FY26 Prince Edward County Budget

On April 29, 2025, the Board of Supervisors approved the FY26 Budget for Prince Edward County. The resolution adopted on that date listed a total budget of \$127,692,756 which included a School budget of \$33,014,882 and a School Cafeteria Budget of \$1,954,000.

While the Board approved the FY26 Budget, funds cannot be expended until appropriated. The Annual Resolution of Appropriation empowers the County officers to expend and manage funds in accordance with the policies contained in the resolution; the Board was presented with the proposed resolution and a listing of FY26 appropriations by department/fund.

Supervisor Emert made a motion, seconded by Supervisor Cooper-Jones, to approve the Annual Resolution of FY26 Appropriations and appropriate the FY26 Budget for each County Department and Fund; the motion carried:

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

**ANNUAL RESOLUTION OF APPROPRIATION OF THE COUNTY OF PRINCE EDWARD
FOR THE FISCAL YEAR ENDING JUNE 30, 2026**

A resolution to appropriate designated funds and accounts from specified estimated revenues for FY 2026 for the operating budget and the Capital Improvements Program for the County of Prince Edward and to authorize and empower County officers to expend funds and manage cash assets; and to establish policies under which funds will be expended and managed.

The Prince Edward County Board of Supervisors does hereby resolve on this 10th day of June 2025 that, for the fiscal year beginning on July 1, 2025, and ending on June 30, 2026, the following sections are hereby adopted.

- Section 1. The cost centers shown on the attached letter labeled FY 2025-2026 Appropriations are hereby appropriated from the designated estimated revenues as approved by the Board of Supervisors on April 29, 2025 for FY 2025-2026.
- Section 2. Appropriations, in addition to those contained in this general Appropriations Resolution, may be made by the Board of Supervisors, only if deemed appropriate and there is available in the fund unencumbered or unappropriated sums sufficient to meet such appropriations.
- Section 3. All appropriations herein authorized shall be on the basis of cost centers for all departments and agencies and by Category.
- Section 4. The Social Services Board is separately granted authority for implementation of the appropriated funds for their respective operations. By this resolution the Social Services Board is authorized to approve the transfer of any unencumbered balance or portion thereof from one classification of expenditure to another within its respective funds in any amount.
- Section 5. The School Board is separately granted authority for implementation of the appropriated funds for their respective operations. Appropriations for the School Board are by Category. By this resolution the School Board is authorized to approve the transfer of any unencumbered balance or portion thereof from one classification of expenditure to another within a category.
- Section 6. The County Administrator is expressly authorized to approve transfers of any unencumbered balance or portion thereof from one classification of expenditure to another within the same Fund with the exception of Constitutional Officers for the efficient operation of government. Transfers into or out of a department of a Constitutional Officer requires prior approval of the Board of Supervisors.
- Section 7. All outstanding encumbrances, both operating and capital, at June 30, 2025 shall be re-appropriated to the FY 2026 fiscal year to the same cost center and account for which they are encumbered in the previous year.
- Section 8. At the close of the fiscal year, all unencumbered appropriations lapse for budget items other than those involving ongoing operational projects or programs supported by grants or County funds, which must be preapproved by the County Administrator or his designee and submitted to the Board of Supervisors for final approval. Such funds must be applied to the purpose for which they were originally approved.
- Section 9. Appropriations previously designated for capital projects will not lapse at the end of the fiscal year but shall remain appropriated until the completion of the project if funding is available from all planned sources, or until the Board of Supervisors, by appropriate ordinance, resolution or other action changes or eliminates the appropriation. Upon completion of a capital project, the County Administrator is hereby authorized to close out the project and return to the funding source any remaining balances. This section applies to all existing appropriations for capital projects at June 30, 2025 and appropriations as they are made in the FY 2026 Budget. The County Administrator is hereby authorized to approve construction change orders to contracts up to an increase of \$10,000.00

or five percent, whichever is greater, as long as funds are available from the funding sources and approve all change orders for reduction of contracts.

- Section 10. The approval of the Board of Supervisors of any grant of funds to the County shall constitute the appropriation of both the revenue to be received from the grant and the County's expenditure required by the terms of the grant, if any. The appropriation of grant funds will not lapse at the end of the fiscal year but shall remain appropriated until completion of the project or until the Board of Supervisors, by appropriate action, changes or eliminates the appropriation. The County Administrator may increase or reduce any grant appropriation to the level approved by the granting agency during the fiscal year and appropriate grant funding not to exceed \$20,000.00. The County Administrator may approve necessary accounting transfers between departments and funds to enable the grant to be accounted for in the correct manner. Upon completion of a grant project, the County Administrator is authorized to close out the grant and return to the funding source any remaining balance. This section applies to appropriations for grants outstanding at June 30, 2025 and appropriations in the FY 2026 Budget.
- Section 11. The County Administrator may reduce revenue and expenditure appropriations related to programs funded all or in part by the Commonwealth of Virginia and/or the Federal Government to the level approved by the responsible state or federal agency.
- Section 12. The County Administrator is authorized to make transfers to the various funds for which there are transfers budgeted. The County Administrator shall transfer funds as deemed necessary up to amounts budgeted or in accordance with any existing bond resolutions that specify the matter in which transfers are to be made.
- Section 13. The Treasurer may advance monies to and from the various funds of the County to allow maximum cash flow efficiency. The advances must not violate County bond covenants or other legal restrictions that would prohibit an advance. The Treasurer is authorized and directed to credit all interest received from the investment of all County funds to the General fund, with the exception of the School Construction Fund, Economic Development Fund, Recreation Fund, Forfeited Assets Fund, Landfill Fund, D.A.R.E. Fund, VDOT Revenue Sharing Fund (non-local money only) and the Piedmont Court Services Fund, wherein all interest earned will be credited to the respective funds.
- Section 14. All procurement activities with funds appropriated herein shall be made in accordance with the County purchasing policy and applicable state statutes.
- Section 15. It is the intent of this resolution that funds be expended for the purpose indicated in the budget; therefore, budgeted funds may not be transferred from operating expenditures to capital projects or from capital projects to operating expenses without the prior approval from the Board of Supervisors. Also, funds may not be transferred from one capital project to another without the prior approval of the Board of Supervisors.
- Section 16. The County Administrator is authorized, pursuant to State statute, to issue orders and checks for payments where funds have been budgeted, appropriated, and where sufficient funds are available. A listing of vendor payments shall be presented to the Board of Supervisors for information not less frequently than monthly.
- Section 17. Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional and proportionate appropriations - the purpose being to make the appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full. Otherwise, the said appropriations shall be deemed to be payable in such proportions as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.

- Section 18. All revenues received by an agency under the financial control of the Board of Supervisors or by the School Board or by the Social Services Board not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by said agency under the financial control of the Board of Supervisors or by the School Board or by the Social Services Board without the consent of the Board of Supervisors being first obtained, and those sums appropriated to the budget. Any grant approved by the Board for application shall not be expended until the grant is approved by the funding agency for drawdown. Nor may any of these agencies or boards make expenditures which will exceed a specific item of an appropriation.
- Section 19. Allowances out of any of the appropriations made in this ordinance by any or all County departments, commissions, bureaus, or agencies under the financial control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the same rate as that established by the internal revenue service and shall be subject to change by the County Administrator from time to time to maintain like rates.
- Section 20. All previous appropriation ordinances or resolutions to the extent that they are inconsistent with the provisions of this ordinance shall be and the same are hereby repealed.
- Section 21. This ordinance shall become effective on July 1, 2025.

In Re: FY25 Appropriations – Sheriff’s Department

The Sheriff’s Department received a \$1,000.00 donation from Wawa for Lieutenant Sprague's participation in the Hoagies for Heroes hoagie building competition during the recent grand opening and a \$250.00 donation from Project Life Saver. The Board is asked to appropriate funds as follows:

FY25 BUDGET SUPPLEMENT						
Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	18990	0001	Sheriff – Donations		\$1,250.00
4 (Exp)	100	31200	3110	Animal Care	\$1,000.00	
4 (Exp)	100	31200	6030	Non-Capital Equipment	\$250.00	

Supervisor Townsend made a motion, seconded by Supervisor Gilliam, to approve the budget supplement request and appropriate the same funds; the motion carried:

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

In Re: IT – Data Backup System

Pursuant to the procurement policy, Shawn Howard, IT Director, solicited three bids to upgrade the County's antiquated data backup process. The objective is to improve our process to current standards, ensuring government continuity in the event of a catastrophic loss due to natural disaster, server crash, malware etc.

IT Noble, Inc. was the mid-tier offer that provided the best value of security and reliability for Cloud backup and Disaster Recovery with Infinite Data Retention. The Board is asked to approve the total proposal of \$25,065.00 for a 3-year term. The cost covers the annual subscription and maintenance fee (\$7,986.67/year), one-time installation fee (\$1,080.00), and shipping (25.00).

Supervisor Cooper-Jones made a motion, seconded by Supervisor Townsend, to approve the proposal from IT Noble totaling \$25,065.00 for a three-year term; the motion carried:

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

In Re: Public Safety Committee Report

The Public Safety Committee met Monday, June 2 at 12:00 p.m. The Committee comprises Supervisor Jerry Townsend, Chair, Supervisor Bill Jenkins and Supervisor Llew Gilliam.

The Committee brings the following recommendations to the Board of Supervisor for action:

1. As the Board is aware, the discussion of consolidating the 911 Center and the Sheriff's Office Dispatch has been ongoing for about two years. The Committee has reviewed the dispatch efficiencies and radio system savings that would occur from the consolidation. The Committee met again with the Sheriff on June 2 and recommends to the Board:
 - a. Approval of the creation of a Joint Emergency Communications Center;
 - b. Authorize the Board Chair and County Administrator to execute a Joint Emergency Communications Center Agreement); and
 - c. Authorize an FY 26 Budget supplement in the amount of \$211,775.47 from Fund Balance and authorize the transfer of \$69,383.77 from Sheriff-Salary & Wages to Emergency Services-Join 911 Communications Center line item.

FY26 BUDGET SUPPLEMENT

Rev/Exp	Fund	Dept	Object	Description	Debit	Credit
3 (Rev)	100	41050	0100	General Fund Balance		\$211,775.47
4 (Exp)	100	31200	1100	Salary & Wages (Co. Savings)		\$69,383.77
4 (Exp)	100	32500	5024	Joint 911 Comm Center	\$281,159.24	

2. Approve the requests from Prince Edward Volunteer Rescue Squad for EMS Levy Contingency Funds to reimburse for costs associated with building generator repairs and replacement of HVAC unit and hot water tank for the building at a cost of \$46,887.68.

Supervisor Gilliam made a motion, seconded by Supervisor Emert, to accept the recommendations of the Public Safety Committee to approve the creation of a Joint Emergency Communications Center; to authorize the Board Chair or County Administrator to execute the Joint Emergency Communications Center Agreement; to approve the FY 26 Budget supplement request and transfer as outlined in the amount of \$281,159.24; and to approve the request from PEVRS to be reimbursed from EMS Levy Contingency Funds for building generator repairs, HVAC and hot water tank replacement for a total of \$46,887.68; the motion carried:

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

In Re: County Administrator's Report

Mr. Stanley presented his County Administrator's report:

County Website – The new County website was launched on Monday, June 2nd. The site features a cleaner look and greater ease of use with portable devices. Please review when you can.

Emergency Radio System/Federal Appropriation – Senators Kaine and Warner had a \$1,690,000 appropriation included in the FY25 Federal budget. The fact that the budget was not approved essentially killed the request. They have again asked for the appropriation to be included in the FY26 budget. Fingers crossed.

Worsham Convenience Site – The project is currently out to bid with bids due at the end of the month. I have secured a temporary site for use during construction from Mark Southall at no cost so we can provide service to the public during construction (August-December).

Prince Edward Business Park/Access Road – We have the final plat put together showing the right-of-way dedication. Once recorded, VDOT is prepared to take the road into the state system effectively completing that project.

HIT Park/Grant Application – Staff worked with the CRC this week to submit a \$500,000 State Economic and Infrastructure (SEID) Grant pre-application through the Southeast Crescent Regional Commission. Grant funds would be used for right-of-way acquisition and utility relocation for Persimmon Tree Fork Road leading into the HIT Park. Localities from Alabama, Georgia, Mississippi, North Carolina, South Carolina, and Virginia are eligible to apply. In addition, we should be hearing from VEDP on our Sites Ready grant request this summer.

Business 460 (3rd Street)/Persimmon Tree Fork Road Intersection Improvements – VDOT is working with the Town and County to study and identify options to improve the intersection in anticipation of the development of the HIT Park. They will be looking to hold a community information meeting this fall.

Kinex/Planet Network Broadband Project – As of June 1st, a total of 370 miles of middle-mile conduit and fiber have been installed in Prince Edward County (51 miles/VATI and 319/RDOF) and 4,019 passings have been completed with a total of 940 customer installs. They have indicated that they have completed their major system repairs to installed fiber.

Recycling RFP – The County received one proposal for recycling services from Elite Recycling out of Brookneal. We will be reviewing the proposal and working on a draft contract to present to the Board at its June 10th meeting.

Zion Hill Sidewalk/Grant Application – Working with the CRC and VDOT staffs, we have submitted the TAP grant for the sidewalk project to connect the high school and Poplar Forest apartment complex.

Tobacco Commission – We received word that the Tobacco Commission's next round of funding will have a July 17th deadline. I am working with Chelsey to put a couple proposals together.

In Re: Treasurer's Report

Donna Nunnally, Treasurer, submitted a report for the month of April 2025, which was reviewed and ordered to be filed with the Board papers.

Prince Edward Treasurer's Report - April 2025

Name of Bank	Ref #	Int. Rate	Int. Paid	Bank Balance
Benchmark Pooled Fund Account	7654	2.75%	\$59,664.10	\$24,362,565.73
Benchmark Social Services	9746			\$221,986.09
Benchmark School Fund	3352			\$2,106,204.57
Benchmark Food Service	3742			\$131,957.81
TOTAL				\$26,882,715.20

*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%	\$125,365.67	
	0995	1%	\$125,365.67	
Recreation Fund	0998	3.55%	\$18,242.47	
Benchmark 5 Yr CD-letter of credit	0632	1%	\$678,161.30	\$947,135.11
Benchmark Investment Acct	L796	3.02%	\$2,223,957.58	\$2,223,957.58

Farmers Bank				
Underground Storage	2478	2.48%	\$23,504.04	\$23,504.04
Virginia Investment Pool	184	4.48%	\$10,761,457.13	\$10,761,457.13
TOTAL				\$13,956,053.86
GRAND TOTAL				\$40,778,769.06

In Re: Review of Accounts & Claims, Board Mileage, County Attorney Invoices

Crystal Baker, Finance Manager, submitted reports for the month of May 2025, Mileage Reports and County Attorney Invoices, which were reviewed and ordered to be filed with the Board papers.

In Re: Salaries

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.

In Re: Animal Warden's Report

Mr. Adam Mumma, Chief Animal Control Officer, submitted a report for the month of May 2025, which were reviewed and ordered to be filed with the Board papers.

In Re: Building Official's Report

Mr. Phillip Moore, Building Inspector, submitted a report for the month of May 2025, 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 reports for the month of May 2025, which were 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 May 2025, which was reviewed and ordered to be filed with the Board papers.

Mr. Stanley reported that he and Supervisor Pride are working on an outline for the Strategic Plan and will have to find a date for that meeting.

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

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

the meeting was adjourned at 9:11 p.m.