



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, July 16, 2024 - 7:00 PM**

**Board Meeting Room
39 Bank Street, SE,
Chatham, Virginia 24531**

AGENDA

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
 - a. Board Meeting Minutes Approval (Staff Contact: Kaylyn McCluster)
 - b. County's June 2024 Bill List Approval (Staff Contact: Kim VanDerHyde)
 - c. Resolution # 2024-07-01 Adoption (*Kroger Opioid Settlement Approval*) (Staff Contact: Vaden Hunt)
 - d. Resolution # 2024-07-02 Adoption (*VDOT Rural Rustics Additions*) (Staff Contact: Kaylyn McCluster)
 - e. Resolution # 2024-07-03 Adoption (*Support of VDOT Smart Scale Projects*) (Staff Contact: Emily Ragsdale)
 - f. Resolution # 2024-07-04 Adoption (*Support for Williams' Proposed Efforts to Construct the Transco Southeast Supply Enhancement Project and Additional Units at Station 165 in the County*) (Staff Contact: Kaylyn McCluster)
 - g. Appointment (*Southern Area Agency on Aging*); (*Full Board*); (*Kathy Ramsey*) (Staff Contact: Kaylyn McCluster)
 - h. Certificates of Appreciation (*ODAC Love Sign Donors*) (Staff Contact: Kenneth Bowman)
 - i. Certificate of Excellence Approval (*Gretna High School Baseball*) (Staff Contact: Darrell Dalton)

- j. Certificate of Excellence Approval (*Gretna Basketball*) (Staff Contact: Darrell Dalton)
- k. Revised Ringgold Rail Trail Disaster Assistance Agreement Approval (Staff Contact: Dave Arnold)
- l. Grant Appropriations Approval (3); (*Ringgold Rail Trail Grant; Local Law Enforcement Grant; and WIA TANF United Way Grant*) (Staff Contact: Kim VanDerHyde)
- m. 2025 County Health and Dental Rates Approval (Staff Contact: Kim VanDerHyde)

8. PRESENTATIONS

- a. General Presentations (*Board of Supervisors*) (Staff Contact: Kaylyn McCluster)

9. HEARING OF THE CITIZENS

Each person addressing the Board under Hearing of the Citizens shall be a resident or land owner of the County, or the registered agent of such resident or land owner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Board more than once during Hearing of the Citizens. All remarks shall be addressed to the Board as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the aforementioned time limit, shall be given speaking priority at the next Board meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

10. PUBLIC HEARINGS

- a. **Rezoning Public Hearings**

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

1. Case R-24-009: Sean Barbour; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the petitioner's request be granted. (*Supervisor Dalton*) (Staff Contact: Emily Ragsdale)
2. Case R-24-010: Daniel and Natasha Gasser; Rezoning from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (*Supervisor Ingram*) (Staff Contact: Emily Ragsdale)
3. Case R-24-011: Anchorstone Advisors SOVA, LLC; Amending the future land use designation from Medium and High Density Residential and Commercial to Industrial; and Rezoning from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to M-2, Industrial District, Heavy. The Planning Commission recommended by a 7-0 vote, with opposition, that the Petitioner's request be granted. (*Supervisor Hite*) (Staff Contact: Emily Ragsdale)

b. **Other Public Hearings**

Each person addressing the Board under a Public Hearing shall step up, give his/her name and district, and/or his/her place of residency for non-County citizens, in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes; speakers for a group shall be limited to ten (10) minutes. Speakers shall conclude their remarks at that time, unless the consent of the Board is affirmatively given to extend the speakers allotted time. Absent Chairman's approval, no person shall be able to speak who has not signed up.

1. Public Hearing: Solar Battery Siting Agreement (*RIFA Tupelo Project*) (Staff Contact: Matthew Rowe)
2. Public Hearing: Pittsylvania County Code § 6-6 Revisions (*Tax Exemption on Property for Certain Elderly, Disabled, or Indigent Persons*) (Staff Contact: Kim VanDerHyde)

11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
13. **MATTERS FROM WORK SESSION (IF ANY)**
14. **BOARD MEMBER REPORTS**
15. **COUNTY ADMINISTRATOR REPORTS**

16. ADJOURNMENT

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Board Meeting Minutes Approval		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	July 16, 2024	Item Number:	7.a.
Attachment(s):	1.	06-18-2024 Work Session - DRAFT	
	2.	06-18-2024 Business Meeting - DRAFT	
Reviewed By:	JVH		

SUMMARY:

For the Board's review and consideration, attached are the following Board Meeting Minutes:

- (1) 6/18/24 (Work Session); and
- (2) 6/18/24 (Business Meeting).

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached Board Meeting Minutes.

MOTION:

"I make a Motion approving the attached Board Meeting Minutes."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
WORK SESSION

June 18, 2024

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on June 18, 2024, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (3:30 PM)

Dalton called the Meeting to Order at 3:30 PM.

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Callands-Gretna District
Robert M. Tucker, Jr. - Banister District
Kenneth L. Bowman - Chatham-Blairs District
Timothy W. Dudley – Staunton River District
Eddie L. Hite, Jr. - Dan River District
William V. (“Vic”) Ingram - Tunstall District
Murray W. Whittle - Westover District

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: 7-0 (Approved)
MOVER: Ingram
SECONDER: Tucker
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

PRESENTATIONS

a. County Broadband Project Update

Rob Taylor, RiverStreet Network’s Director of Business Development and Government Affairs, updated the Board on the County's Broadband Project. As of June 14, 2024, RiverStreet had 612 customers installed, which is an increase of 228 locations since RiverStreet’s last update. Taylor also shared upcoming events where they plan to market their service. His full presentation can be viewed on the County's website at www.pittsylvaniacountyva.gov.

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

a. Finance Updates: (1) PCC § 6-6 Revisions (Elderly/Disabled/Indigent Real Estate Tax Exemptions); (2) School Capital Improvements Reimbursement Resolution

Van Der Hyde provided Finance updates to the Board which included potential revisions to PCC §

6-6, Elderly/Disabled/Indigent Real Estate Tax Exemptions. During the Budget process, the Board requested County Staff look at this section and determine if revisions could be made to assist citizens.

“I make a Motion authorizing County Staff to advertise a public hearing at the Board’s July Business Meeting for the following potential changes to Pittsylvania County Code § 6-6:

- (1) increase of the income threshold to \$35,000;
- (2) increase of net worth threshold to \$70,000; and
- (3) increase to the exemption maximum to \$600.”

RESULT: 7-0 (Approved)
MOVER: Tucker
SECONDER: Dudley
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

Van Der Hyde reviewed Resolution # 2024-06-04 with the Board. Bids have been received by Pittsylvania County Schools ("PCS") to begin construction of safety vestibules and other safety upgrades at fourteen (14) schools throughout the County. This work will take place this summer, while PCS is not in session. Recently, PCS applied for a Literary Fund loan to cover the cost of classroom additions, window and HVAC replacement, and upgrades to Kentuck, Southside, and Union Hall Elementary Schools. Since the PCS Safety Project was already underway, PCS was unable to apply for Literary Funds for this project. Therefore, a Reimbursement Resolution is needed to cover the expenditure of funds for the Project, until financing is obtained. The County will not seek this funding until County Staff receives notification concerning the Literary Loan funding, in case this Project needs to be included with the PCS Safety Project financing.

Van Der Hyde also stated that a change was needed to the County's checking account regarding the signatories, which include the Clerk of the Board, the Chairman of the Board, and the Treasurer. If one of those positions leaves the organization, there is no one to fill that spot and someone needs to be designated. Upon further research, Van Der Hyde stated that Virginia Code § 15.2-1538 allows the naming of a Clerk, who is not the County Administrator, and she recommended McCluster be designated as Board Clerk, instead of the Deputy Clerk. Making this change will allow regular operations to run more smoothly.

Motion to add this item to the night's Business Meeting.

RESULT: 7-0 (Approved)
MOVER: Ingram
SECONDER: Bowman
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

b. Mass Zoning Ordinance Revision Project Update/Discussion

Ragsdale reviewed items with the Board regarding the ongoing mass County Zoning Ordinance

revision project. The Board requested moving the date back thirty (30) days to allow more time to review the rewrite. Instead of final approval being in September, it will now be October.

CLOSED SESSION

Motion to enter Closed Session.

The Board entered Closed Session at 4:52 PM.

RESULT: 7-0 (Approved)
MOVER: Tucker
SECONDER: Hite
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

a. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(8)
Subject Matter: Employment Matter Regarding Former Sheriff's Employee
Purpose: Consultation with Legal Counsel/Legal Advice and Discussion Regarding the Same

b. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(5)
Subject Matters: Projects Rain, Big Dipper, Toy Story, Thunder, and Ballyhoo
Purpose: Economic Development Projects Update/Discussion on Unannounced Prospective Businesses/Industries

c. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(1)
Subject Matter: County Administrator Hiring/Search
Purpose: Review/Discussion of Related Next Steps

RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION

The Board returned to Open Session at 6:56 PM and the following Certification was recorded:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'

CLOSED MEETING CERTIFICATION

BE IT RESOLVED that at the Pittsylvania County Board of Supervisors’ (“Board”) Work Session on June 18, 2024, the Board hereby certifies by a recorded vote that to the best of each Board Member’s knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act (“Act”) and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<u>Vote</u>
Kenneth L. Bowman	Yes
Timothy W. Dudley	Yes
Eddie L. Hite, Jr.	Yes
William V. (“Vic”) Ingram	Yes
Murray W. Whittle	Yes
Robert M. Tucker, Jr.	Yes
Darrell W. Dalton	Yes

ADJOURNMENT

Dalton adjourned the Meeting at 6:57 PM.

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
BUSINESS MEETING

June 18, 2024

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on June 18, 2024, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER

Dalton called the Meeting to Order at 7:00 PM.

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Callands-Gretna District
Robert M. Tucker, Jr. - Banister District
Kenneth L. Bowman - Chatham-Blairs District
Timothy W. Dudley - Staunton River District
Eddie L. Hite, Jr. - Dan River District
William V. ("Vic") Ingram - Tunstall District
Murray W. Whittle - Westover District

ITEMS TO BE ADDED TO AGENDA

Motion to add the following items to the Agenda:

- EMS Billing as item 7q;
- PCC Section 6-6 Revisions as item 13a;
- Clerk to the Board of Supervisors Designation as item 13b; and
- Interim County Administrator as item 13c.

RESULT: 7-0 (Approve)
MOVER: Dudley
SECONDER: Tucker
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

APPROVAL OF AGENDA

Motion to approve Agenda as amended.

RESULT: 7-0 (Approve)
MOVER: Ingram
SECONDER: Bowman
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

CONSENT AGENDA

Motion to approve Consent Agenda with addition.

RESULT: 7-0 (Approve)
MOVER: Tucker
SECONDER: Hite
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

- a. Board Meeting Minutes Approval
- b. County's 2024 May Bill List Approval
- c. Resolution # 2024-06-01 Adoption (VDOT FY 25/26 - 29/30 Secondary Six (6)-Year Plan)
- d. Resolution # 2024-06-02 Adoption (Honoring Reverend Abernathy's Retirement)
- e. Resolution # 2024-06-03 Adoption (Kaylyn M. McCluster; VMCA Clerk of the Year)
- f. Dominion Energy Right-of-Way Easement Approval (1180 U.S. Highway 29; Chatham, Virginia)
- g. FY 2025 Fire and Rescue Service Agreement Approval
- h. Fire and Rescue Reserve Fund Disbursement Approval (Brosville Brush Truck Transmission Replacement)
- i. Resolution # 2024-06-04 Adoption (School Capital Improvements Reimbursement Authorization)
- j. Updated TLAC Cooperative Agreement Approval
- k. DSS Janitorial Services Agreement Authorization
- l. Commonwealth’s Attorney Case Management Software Agreement Approval
- m. Solid Waste Freightliner 114SD Plus Purchase Authorization
- n. Reappointment: DPCS (Chatham-Blairs District); (Rufus Fuller)
- o. Reappointment: Library Board (Tunstall District); (Debra Turner)
- p. Reappointment: Planning Commission (Callands-Gretna District); (Janet Mease)
- q. EMS Billing

PRESENTATIONS

The Board presented Resolution #2024-06-03 honoring McCluster for receiving the Clerk of the Year Award, and Resolution #2024-06-02 in recognition of Reverend David Abernathy's retirement.

HEARING OF THE CITIZENS

Willie Fitzgerald, Banister District, expressed his concerns about the condition of Route 640 and emphasized the need for repairs.

Wayne Robertson, Chatham-Blairs District, voiced his concerns about the proposed jail, offering suggestions to prevent its construction. He also raised issues regarding school safety in the area.

PUBLIC HEARINGS

Rezoning Public Hearings

1. Case R-24-006: Frank Tice; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 6-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Tucker).

In Case R-24-006, Frank Tice (“Petitioner”) has petitioned to rezone 2.99 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for an accessory structure to be placed on the property). The subject property is located on State Road 796/Coleman Road, in the Banister Election District, and shown on the Tax Maps as GPIN # 2498-53-1013. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On May 7, 2024, the Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioner's request be granted.

Dalton opened the Public Hearing at 7:30 PM. Frank Tice was present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 7:30 PM.

Motion approving the rezoning of 2.99 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure on the property.

RESULT: 7-0 (Approve)
MOVER: Tucker
SECONDER: Dudley
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

2. Case R-24-008 Sharolli, Inc.; Rezoning from R-1, Residential Suburban Subdivision District, to B-2, Business District, General. The Planning Commission recommended by a 6-0 vote, with no opposition, that the petitioner's request be granted (Supervisor Tucker).

In Case R-24-008, Sharolli, Inc. (“Petitioner”), has petitioned to rezone 0.89 acres from R-1, Residential Suburban Subdivision District, to B-2, Business District, General (to allow the property to be used for the sales, service, and repair of automobiles). The subject property is located on U.S. Highway 29 Business, in the Banister Election District, and shown on the Tax Maps as GPIN # 2329-44-1326. Once the property is rezoned to B-2, all uses listed under Pittsylvania County Code § 35-365 are permitted. On May 7, 2024, the Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 7:32 PM. Linda Sharolli was present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 7:32 PM.

Motion approving the rezoning of 0.89 acres from R-1, Residential Suburban Subdivision District, to B-2, Business District, General, to allow the property to be used for the sales, service, and repair of automobiles.

RESULT: 7-0 (Approve)
MOVER: Tucker
SECONDER: Dudley
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

3. Case R-23-017: Gwendolyn Averett; Rezoning from RC-1, Residential Combined Subdivision District, to B-2, Business District, General. The Planning Commission recommended by a 6-0 vote, with opposition, that the Petitioner's request be granted with the proffers offered by the applicant (Supervisor Hite).

In Case R-23-017, Gwendolyn Averett (“Petitioner”) has petitioned to rezone 1.80 acres from RC-1, Residential Combined Subdivision District, to B-2, Business District, General (to allow a daycare facility to be operated on the property). The subject property is located on State Road 732/Little Creek Road, in the Dan River Election District, and shown on the Tax Maps as GPIN # 2338-33-4895. Once the property is rezoned to B-2, all uses listed under Pittsylvania County Code § 35-365 are permitted. On May 7, 2024, the Planning Commission recommended, by a 6-0 vote, with opposition, that the Petitioner's request be granted, with the proffers offered by the Petitioner.

Dalton opened the Public Hearing at 7:34 PM. Darrell and Gwendolyn Averett were present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 7:35 PM.

Motion approving the rezoning of 1.80 acres from RC-1, Residential Combined Subdivision District, to B-2, Business District, General, with the proffers submitted by the Petitioner.

RESULT: 7-0 (Approve)
MOVER: Hite
SECONDER: Tucker
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

MATTERS FROM WORK SESSION

a. PCC Section 6-6 Revisions

Motion authorizing County Staff to advertise a Public Hearing at the Board’s July Business Meeting for the following potential changes to Pittsylvania County Code Section 6-6:

- (1) increase of the income threshold to \$35,000;
- (2) increase of net worth threshold to \$70,000; and
- (3) increase to the exemption maximum to \$600.

RESULT: 7-0 (Approve)
MOVER: Tucker
SECONDER: Hite
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

b. Clerk to the Board Designation

Motion designating McCluster as Board Clerk per Virginia Code § 15.2-1538.

RESULT: 7-0 (Approve)
MOVER: Ingram
SECONDER: Tucker

AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

c. Interim County Administrator

Motion appointing Shorter as Interim County Administrator, effective July 1, 2024, for a period of 6 months, at a salary \$75,000 over his current salary as County Treasurer. The Board intends to conduct a comprehensive search for a permanent County Administrator during Shorter’s tenure as Interim County Administrator.

RESULT: 5-2 (Approve)
MOVER: Ingram
SECONDER: Whittle
AYES: Dalton, Tucker, Hite, Ingram, Whittle
NAYS: Bowman, Dudley
ABSTAIN: None

BOARD MEMBER REPORTS

- Hite mentioned he attended a community meeting with Anchorstone Development, where concerns were addressed and questions were answered, and he expressed his appreciation for the opportunity. He also highlighted the celebration of Juneteenth, urging everyone to remember their ancestors and the challenges they faced. Hite emphasized the importance of being grateful every day for the freedoms we enjoy.
- Tucker thanked the Board for a wonderful meeting and extended his congratulations to McCluster and Abernathy for their well-deserved recognitions. He echoed Hite's sentiments about Juneteenth, highlighting its significance as the day African Americans were finally informed of their freedom. Tucker shared that Chuck Angier texted to explain his absence, noting that he is volunteering at the polls. Tucker thanked all the poll volunteers for their dedication and time, ensuring that our voices continue to be heard.
- Dudley thanked everyone for the cards, texts, flowers, and heartfelt messages he received during the loss of his father. He mentioned receiving a text from Angier about volunteering at the polls and praised Angier for his active involvement in the Board's meetings, noting that he is such a great asset to the County. Dudley also thanked Vanessa and Jim Scearce for reaching out during his father's passing and asked everyone to keep McFarland in their thoughts following the recent loss of her son.
- Ingram highlighted that June is designated as "Move Over Month," emphasizing the critical importance of moving into the left lane when approaching any law enforcement officer on the road. He attended the Celebration of Life organized by Danville-Pittsylvania Cancer, reminding everyone of the valuable services they provide to cancer patients in the County. Ingram asked everyone to keep McFarland and her family in their thoughts. He also extended a warm welcome and expressed his gratitude to Shorter for accepting the Interim County Administrator position. Lastly, he thanked Abernathy for his years of dedicated service and congratulated McCluster for her achievements.

- Bowman also requested prayers for McFarland and her family. He extended his congratulations to McCluster and acknowledged Delegate Phillips for attending and presenting a plaque to Abernathy in honor of his retirement. Bowman reported his attendance at the WPPDC meeting, the Chamber annual awards banquet, and the MPO meeting, which he attended virtually. He noted that the first Beautification Committee meeting was held last night at the Chatham Library, with the next meeting scheduled for July 16, 2024, at the same location. Additionally, he expressed his gratitude to the citizens for fulfilling their civic duties by volunteering at the polls and voting.
- Whittle thanked everyone for coming out and thanked Shorter for stepping up to the plate. He also thanked County Staff for their hard work and dedication, and he wished everyone a happy July 4th.
- Dalton thanked everyone for attending and shared his appreciation to County Staff for their hard work and dedication. He requested that we keep Dudley and McFarland in our thoughts and prayers. Dalton also thanked McCluster and Abernathy. He mentioned that he had recently attended an event hosted by the Smith Mountain Lake Association, where they were educating attendees on water safety, and he concluded by wishing everyone a happy July 4th.

ADJOURNMENT

Dalton adjourned the Meeting at 7:56 PM.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	County's June 2024 Bill List Approval		
Staff Contact(s):	Kim VanDerHyde		
Agenda Date:	July 16, 2024	Item Number:	7.b.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

At each Board Business Meeting, the County's Auditors recommend the Board review and approve payments made by the County as oversight of County Fund expenditures. For the Board's review and consideration, the County's June 2024 Bill List is found at the below link:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=504998&dbid=0&repo=PittGovDocs>

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the County's June 2024 Bill List as presented.

MOTION:

"I make a Motion approving the County's June 2024 Bill List as presented."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2024-07-01 Adoption (<i>Kroger Opioid Settlement Approval</i>)					
Staff Contact(s):	Vaden Hunt					
Agenda Date:	July 16, 2024	Item Number:	7.c.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">2024-07-01 Proposed Kroger (Opioid) Settlement Resolution</td> </tr> </table>			1.	2024-07-01 Proposed Kroger (Opioid) Settlement Resolution	
1.	2024-07-01 Proposed Kroger (Opioid) Settlement Resolution					
Reviewed By:	JVH					

SUMMARY:

Discussions concerning pending opioid litigation settlements with Kroger have successfully concluded and will be allocated subject to the Virginia Memorandum of Understanding and shall be administered and allocated in the same manner as the opioid litigation settlements entered into previously by the County with the distributors, Janssen, Teva, Allergan, Walmart, CVS, and Walgreens. The County Attorney and County's outside opioid litigation counsel have recommended that the County participate in the settlements to recover its share of the funds that the settlement will provide and direct the County Attorney and/or the County's outside counsel to execute the documents necessary to effectuate the County's participation in the settlements. For the Board's review and consideration, Resolution # 2024-07-01, effectuating the same, is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Unknown, at this time.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2024-07-01 as attached and presented.

MOTION:

"I make a Motion adopting Resolution # 2024-07-01 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-07-01**

**A RESOLUTION OF THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
APPROVING OF THE COUNTY’S PARTICIPATION IN THE PROPOSED
SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST KROGER AND ITS
RELATED CORPORATE ENTITIES, AND DIRECTING THE COUNTY ATTORNEY
AND/OR THE COUNTY’S OUTSIDE COUNSEL TO EXECUTE THE DOCUMENTS
NECESSARY TO EFFECTUATE THE COUNTY’S PARTICIPATION IN THE
SETTLEMENTS**

VIRGINIA: At Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on July 16, 2024, the following Resolution was presented and adopted:

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts Pittsylvania County, Virginia (“County”), by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County’s various departments and agencies; and

WHEREAS, the County has been required and will continue to be required to allocate substantial taxpayer dollars, resources, Staff energy and time to address the damage the opioid epidemic has caused and continues to cause to County citizens; and

WHEREAS, a settlement proposal has been negotiated that will cause Kroger to pay over a billion dollars nationwide to resolve opioid-related claims against it; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (“Virginia MOU”), and affirms that this pending settlement with Kroger shall be considered a “Settlement” that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with the Distributors, Janssen, Teva, Allergan, Walmart, CVS, and Walgreens; and

WHEREAS, the County’s outside opioid litigation counsel has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlements and concurs with the recommendation of outside counsel.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board approves of the County’s participation in the proposed settlement of opioid-related claims against Kroger and its related corporate entities, and directs the County Attorney and/or the County’s outside counsel to

execute the documents necessary to effectuate the County’s participation in the settlements, including the required release of claims against Kroger.

Given under my hand this 16th day of July, 2024.

Darrell W. Dalton
Chairman
Pittsylvania County Board of Supervisors

Approved as to Form:

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Vote

Darrell W. Dalton (Chairman) _____
Robert M. Tucker, Jr. (Vice-Chairman) _____
Kenneth L. Bowman _____
Timothy W. Dudley _____
Eddie L. Hite, Jr. _____
William V. (“Vic”) Ingram _____
Murray W. Whittle _____

Ayes ___ **Nays** ___ **Abstentions** ___

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2024-07-02 Adoption (VDOT Rural Rustics Additions)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	July 16, 2024	Item Number:	7.d.
Attachment(s):	1.	2024-07-02 VDOT Rural Rustics additions	
Reviewed By:	JVH		

SUMMARY:

Virginia Code § 33.1-70.1 permits the hard surfacing of certain unpaved roads that qualify for designation as a Rural Rustic Road. For the Board's review and consideration, attached is Resolution # 2024-07-02, declaring Dairy View Road, Rockcreek Road, Midway Road, Eddies Lane, and Spartan Lane as Rural Rustic; thereby, enabling them to potentially qualify for future paving/hard surfacing Rural Rustic Road Funds.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2024-07-02 as attached and presented.

MOTION:

"I make a Motion adopting Resolution # 2024-07-02 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-07-02**

RURAL RUSTIC ROADS DESIGNATION

VIRGINIA: At the Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on Tuesday, July 16, 2024, in the Board Meeting Room, the following Resolution was presented and adopted:

WHEREAS, §33.2-332, Code of Virginia, 1950, as amended, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board desires to consider whether the following Routes should be designated a Rural Rustic Road:

- Route 694 (Dairy View Road), from Route 703 to the Banister River;
- Route 781 (Rockcreek Road), from Route 40 to Route 626;
- Route 671 (Midway Road), from Route 792 to Route 665;
- Route 975 (Eddies Lane), from Route 718 to dead end; and
- Route 641 (Spartan Lane), from 0.35 miles south of Route 665 to dead end.

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on these roads; and

WHEREAS, the Board believes that these roads should be so designated due to their qualifying characteristics; and

WHEREAS, these roads are on the Board’s Six (6)-Year Plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board requests that these roads be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the roads in their current state; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Virginia Department of Transportation’s Residency Administrator.

Given under my hand this 16th day of July, 2024.

Recorded Vote:

Moved By: _____
Seconded By: _____
Yeas: _____
Nays: _____

A Copy Teste:

Printed Name: Darrell W. Dalton
Title: Chairman, Board of Supervisors



BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2024-07-03 Adoption (<i>Support of VDOT Smart Scale Projects</i>)		
Staff Contact(s):	Emily Ragsdale		
Agenda Date:	July 16, 2024	Item Number:	7.e.
Attachment(s):	1.	2024-07-03 Smart Scale Applications Support	
Reviewed By:	JVH		

SUMMARY:

The Virginia Department of Transportation ("VDOT") administers the Smart Scale Program intending to invest limited funding in Projects that will meet the most critical transportation needs in Virginia. The County and the West Piedmont Planning District Commission submitted pre-applications for two (2) County Smart Scale Projects. These pre-applications were screened by VDOT and determined to meet the requirements for Project eligibility and readiness required to submit full applications. Final applications are due August 2, 2024, and a local Resolution of Support is required. For the Board's review and consideration, Resolution # 2024-07-03, evincing the same is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends that the Board adopt Resolution # 2024-07-03 as attached and presented.

MOTION:

"I make a Motion adopting Resolution # 2024-07-03 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-07-03**

SUPPORT OF COUNTY VDOT SMART SCALE PROJECTS

VIRGINIA: At the Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on July 16, 2024, the following Resolution was presented and adopted:

WHEREAS, the Virginia Department of Transportation (“VDOT”) administers Smart Scale with the goal of investing limited tax dollars in the right Projects that meet the most critical transportation needs in Virginia; and

WHEREAS, Projects are funded through a prioritization process that evaluates each Project’s merits using key factors, including improvements to safety, congestion reduction, accessibility, land use, economic development, and the environment; and

WHEREAS, Pittsylvania County, Virginia (“County”) and the West Piedmont Planning District Commission submitted preapplications to be considered for funding; and

WHEREAS, the following Projects were initially screened and determined to meet the requirements of Project eligibility and readiness needed to submit a full Smart Scale application:

- **Connector Road Expansion at Berry Hill:** Reconstruction of the existing interchange at Danville Expressway (US Route 58) and Oak Ridge Farms Road (VA 1260) to a Diverging Diamond Interchange (DDI), which was recommended as the Preferred Alternative in the Interchange Access Request (IAR) Route 58 at Southern Virginia Mega Site, dated March 2023
- **Orphanage Road and Franklin Turnpike Traffic Signal:** A traffic signal with pedestrian signals and crosswalks, a southbound right turn lane, eastbound left turn lane, and westbound left turn lane is proposed; and

WHEREAS, these Projects are in the public interest and will benefit both County residents those travelling through the County.

NOW, THEREFORE, BE IT RESOLVED, the Board endorses and supports the Smart Scale applications listed herein and respectfully requests support for these projects from VDOT and the Commonwealth Transportation Board (“CTB”); and

FINALLY, BE IT RESOLVED, that a copy of this adopted Resolution be forwarded to the VDOT Commissioner and the CTB.

Given under my hand this 16th day of July 2024.

Darrell W. Dalton
Chairman
Pittsylvania County Board of Supervisors

Kaylyn M. McCluster
Clerk
Board of Supervisors

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2024-07-04 Adoption (<i>Support for Williams' Proposed Efforts to Construct the Transco Southeast Supply Enhancement Project and Additional Units at Station 165 in the County</i>)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	July 16, 2024	Item Number:	7.f.
Attachment(s):	1.	2024-07-04 Support for Williams' Proposed Efforts to Construct the Transco Southeast Supply Enhancement Project and Additional Units at Station 165 in	
Reviewed By:	JVH		

SUMMARY:

Williams is a national energy infrastructure company that owns and operates the Transco Natural Gas Pipeline, providing more than fifty percent (50%) of the natural gas used in the Commonwealth of Virginia. The Transco Southeast Supply Enhancement Project ("SSE Project") consists of installing 26.3 miles of pipeline adjacent to its existing Transco corridor and additional compressor units located at Station 165 on Transco Road in the County. This will provide a safe, reliable, and affordable source of natural gas that will further enhance the attractiveness of the Southern Virginia Megasite at Berry Hill. The Board fully supports Williams' efforts to build the SSE Project and increase the units at Station 165 in the County. For the Board's review and consideration, attached is Resolution # 2024-07-04 evincing the same.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2024-07-04 as attached and presented.

MOTION:

"I make a Motion adopting Resolution # 2024-07-04 as attached and presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-07-04

Support for Williams Cos. Proposed Efforts to Construct the Transco Southeast Supply Enhancement Project (“SSE Project”) and additional units at Station 165 in Pittsylvania County, Virginia (“County”)

VIRGINIA: At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on July 16, 2024, the following Resolution was presented and adopted:

WHEREAS, Williams is a national energy infrastructure company that owns and operates the Transco Natural Gas Pipeline, providing more than fifty percent (50%) of the natural gas used in the Commonwealth of Virginia; and

WHEREAS, the SSE Project consists of installing 26.3 miles of pipeline adjacent to its existing Transco corridor and additional compressor units located at Station 165 on Transco Road in the County; and

WHEREAS, the SEE Project is a well-designed expansion that will provide significant incremental supplies of natural gas energy for residential, commercial, and industrial customers in the County and region; and

WHEREAS, the SSE Project will provide a safe, reliable, and affordable source of natural gas that will further enhance the attractiveness of the Southern Virginia Megasite at Berry Hill in the County; and

WHEREAS, the SSE Project will further strengthen economic development opportunities in the County and region through additional natural gas deliveries to the City of Danville, Virginia; and

WHEREAS, the Board appreciates Williams providing safe, reliable clean energy to the region and Virginia for more than seventy (70) years; and

WHEREAS, Williams has proven to be a responsible neighbor actively engaging with the County and its communities; and

WHEREAS, the Board commends Williams for its willingness to listen, inform, and engage on these issues in a transparent and open manner as demonstrated by its communication with nearby landowners; and

WHEREAS, the Board recognizes that Williams' SSE Project will bring an economic boost to the County.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board supports Williams' efforts to build the SSE Project and increase the units at Station 165 in the County and looks forward to Williams' ongoing partnership with the County and the local community.

BE IT FURTHER RESOLVED, that the Board formally authorizes the Board Chairman to transmit this Resolution to FERC (Docket Number: PF24-2-000) under separate cover.

Given under my hand this 16th day of July, 2024.

Darrell W. Dalton
Chairman
Pittsylvania County Board of Supervisors

Kaylyn M. McCluster, MMC
Clerk
Pittsylvania County Board of Supervisors

Approved as to Form:

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Vote

Darrell W. Dalton (Chairman)	___
Robert M. Tucker, Jr. (Vice-Chairman)	___
Kenneth L. Bowman	___
Timothy W. Dudley	___
Eddie L. Hite, Jr.	___
William V. (“Vic”) Ingram	___
Murray W. Whittle	___

Ayes ___ **Nays** ___ **Abstentions** ___

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Appointment (<i>Southern Area Agency on Aging</i>); (<i>Full Board</i>); (<i>Kathy Ramsey</i>)				
Staff Contact(s):	Kaylyn McCluster				
Agenda Date:	July 16, 2024	Item Number:	7.g.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>07-16-2024 Kathy Ramsey - Southern Area Agency on Aging</td> </tr> </table>			1.	07-16-2024 Kathy Ramsey - Southern Area Agency on Aging
1.	07-16-2024 Kathy Ramsey - Southern Area Agency on Aging				
Reviewed By:	JVH				

SUMMARY:

Anita White's second full term of service will end on August 24, 2024, and she can no longer serve on the Southern Area Agency on Aging ("SAAA") Board of Directors. Kathy Ramsey has expressed interest in serving on this Board and her interest form is attached. This is a full Board appointment.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board appoint Kathy Ramsey to the SAAA Board of Directors for a three (3)-year term beginning on August 25, 2024, and expiring on August 25, 2027.

MOTION:

"I make a Motion to appointing Ramsey to the SAAA Board of Directors for a three (3)-year term beginning on August 25, 2024, and expiring on August 25, 2027."

Committee, Board, and Commission Interest Form

Name Kathy B. Ramsey Date 6-5-24
Address 7153 Halifax Road, Chatham, VA 24531
Phone 434-251-0379 Voting District Banister
Email atbjrk@gmail.com
Committee, Board, or Commission of Interest Southern Area Agency on Aging
Education Background _____

Occupation _____

Why do you want to serve on this Board? _____

Special Skills/Interests/Qualifications that would be of benefit to appointment _____

*Please feel free to attach a cover letter or resume; although it is not required.

*I agree that if appointed to any Committee, Board, or Commission I will complete the required Conflict of Interest Annual Filings and will adhere to the Code of Ethics/Model of Excellence as included in the Pittsylvania County Board of Supervisors Bylaws; as well as complete training as required by the County. Yes No

DISCLAIMER: The Pittsylvania County Board of Supervisors reserves the absolute legal right to appoint an individual to any Committee, Board, or Commission. Moreover, completion and submission of the Citizen Committee Interest Form does not guarantee an appointment to a committee by the Pittsylvania County Board of Supervisors.

Education Background

I have a Bachelor of Science Degree in Health and Physical Education from Virginia State College (University).

Occupation

Retired educator from the Pittsylvania County School System
Tutor/Substitute for Pittsylvania County School System
Tutor – Danville Church and Community Based tutorial program

Why do you want to serve on this Board?

I have a passion for working with all ages and especially the aging. I majored in Health and Physical Education because of my love of sports and by realizing to compete I needed to keep a healthy lifestyle. I have the desire to serve on the Southern Area Agency on Aging because of my love for serving others. After returning home from college, I worked with the senior adults on the Usher Board and Nurses Ministry at the Shockoe Missionary Church, Java, VA. I realized that collaborating with the seniors in the church, that I was in my zone of comfort. The senior adults embraced me as being young and I embraced their wisdom and genuine spirit.

Special Skills/Interests/Qualifications that would be of benefit to appointment.

I coordinated a wellness program entitled S.P.I.C.E.S for life through the Baptist General Convention of Virginia and provided class to area churches in Pittsylvania County and Danville VA. S.P.I.C.I.E.S stands for the Social, Physical, Intellectual, Cognitive, Emotional, and Spiritual well-being of all ages, especially for the aging. I have taken part in programs with VA-Tech and VCU surveying and educating healthy living with the focus on High Blood Pressure, diabetes, Heart Disease, Exercise, and Nutrition. I have past work experience with Peace Haven Personal Care Services (Caregiver) and Frannie's House (Domestic Violence Shelter) in Altavista, VA. I currently advocate and provide health information and exercise to the senior citizens at the Cherrystone Missionary Baptist Association (CMBA) in Ringgold, VA. I am the president of the Recreation Department at the CMBA in Ringgold, VA. I am certified in CPR, First Aid, and the AED. I also sever as president of the Health and Wellness Ministry at the Shockoe Missionary Baptist Church where I coordinate Health and Wellness activities and provide a Health and Wellness newsletter to all who attend. I am classified to drive the church van and have driven seniors to meetings and activities. I chair the Health Committee for the Pittsylvania County NAACP. I am willing to take any required training or classes needed to fulfill the qualifications necessary to serve.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Certificates of Appreciation (ODAC Love Sign Donors)																														
Staff Contact(s):	Kenneth Bowman																														
Agenda Date:	July 16, 2024	Item Number:	7.h.																												
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>LoveSign Chamber before finish photo</td> </tr> <tr> <td>2.</td> <td>LoveSign dedication group photo</td> </tr> <tr> <td>3.</td> <td>LovesignBrenda&Ken1</td> </tr> <tr> <td>4.</td> <td>LoveSignfinished2023crop</td> </tr> <tr> <td>5.</td> <td>LoveSignKen</td> </tr> <tr> <td>6.</td> <td>Certificate of Appreciation - ODAC LoveSign - Amthor International, Inc.</td> </tr> <tr> <td>7.</td> <td>Certificate of Appreciation - ODAC LoveSign - Chatham Rotary Club</td> </tr> <tr> <td>8.</td> <td>Certificate of Appreciation - ODAC LoveSign - Chatham First</td> </tr> <tr> <td>9.</td> <td>Certificate of Appreciation - ODAC LoveSign - The Homeplace Vineyard</td> </tr> <tr> <td>10.</td> <td>Certificate of Appreciation - ODAC LoveSign - Olde Dominion Agricultural Complex</td> </tr> <tr> <td>11.</td> <td>Certificate of Appreciation - ODAC LoveSign - Southside Concrete Supply</td> </tr> <tr> <td>12.</td> <td>Certificate of Appreciation - ODAC LoveSign - Tim Hilliard Marketing & Promotions, LLC.</td> </tr> <tr> <td>13.</td> <td>Certificate of Appreciation - ODAC LoveSign - Todd Breaux - State Farm</td> </tr> <tr> <td>14.</td> <td>Certificate of Appreciation - ODAC LoveSign - Warren Shelton, PLLC</td> </tr> </table>			1.	LoveSign Chamber before finish photo	2.	LoveSign dedication group photo	3.	LovesignBrenda&Ken1	4.	LoveSignfinished2023crop	5.	LoveSignKen	6.	Certificate of Appreciation - ODAC LoveSign - Amthor International, Inc.	7.	Certificate of Appreciation - ODAC LoveSign - Chatham Rotary Club	8.	Certificate of Appreciation - ODAC LoveSign - Chatham First	9.	Certificate of Appreciation - ODAC LoveSign - The Homeplace Vineyard	10.	Certificate of Appreciation - ODAC LoveSign - Olde Dominion Agricultural Complex	11.	Certificate of Appreciation - ODAC LoveSign - Southside Concrete Supply	12.	Certificate of Appreciation - ODAC LoveSign - Tim Hilliard Marketing & Promotions, LLC.	13.	Certificate of Appreciation - ODAC LoveSign - Todd Breaux - State Farm	14.	Certificate of Appreciation - ODAC LoveSign - Warren Shelton, PLLC
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14.	Certificate of Appreciation - ODAC LoveSign - Warren Shelton, PLLC																														

	15.	Certificate of Appreciation - ODAC LoveSign - Elite Fabrication, LLC
	16.	Certificate of Appreciation - ODAC LoveSign - KG Graphics
	17.	Certificate of Appreciation - ODAC LoveSign - Brenda Bowman
Reviewed By:	JVH	

SUMMARY:

Employers and small businesses from the area generously volunteered their time and services to help create a LOVE sign in the County at ODAC. The County greatly appreciates their efforts that have significantly impacted tourism and the beautification of the County.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the Certificates of Appreciation to the ODAC Love Sign Donors as attached.

MOTION:

"I make a Motion approving the Certificates of Appreciation to the ODAC Love Sign Donors as attached."











Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Amthor International, Inc.

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Chatham Rotary Club

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Chatham First

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

The Homeplace Vineyard

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Olde Dominion Agricultural Complex

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Southside Concrete Supply

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the "Virginia is for Lovers LoveSign." Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Tim Hilliard Marketing & Promotions, LLC.

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Todd Breaux - State Farm

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Warren Shelton, PLLC

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Elite Fabrication, LLC

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

AG Graphics

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

Darrell W. Dalton
Chairman

PITTSYLVANIA
COUNTY, VIRGINIA

Certificate of Appreciation

The Pittsylvania County Board of Supervisors expresses its sincere appreciation for your generous contribution, volunteer service, and dedication to the Pittsylvania County Community in support of the “Virginia is for Lovers LoveSign.” Your commitment and selfless efforts have made a significant impact towards tourism efforts and the beautification of our County.

Brenda Bowman

Given this 16th day of July, 2024

Kenneth L. Bowman
Chatham-Blairs District

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	Certificate of Excellence Approval (<i>Gretna High School Baseball</i>)		
Staff Contact(s):	Darrell Dalton		
Agenda Date:	July 16, 2024	Item Number:	7.i.
Attachment(s):	1.	Certificate of Excellence - Gretna Baseball	
Reviewed By:	JVH		

SUMMARY:

The Gretna High School Varsity Baseball team defied expectations and had an impressive ending to their season. Despite a record of 8-14, this season marked the highest number of wins in several years. The team's remarkable journey included reaching the State finals for the first time in twenty-three (23) years, where they faced the same opponent as years before. There, they competed closely against Lebanon High School, but unfortunately lost with a close score of 5-4. Notably, this season also saw their first victories over Tunstall and Chatham High Schools in over twenty-six (26) years, showcasing their determination and growth throughout the season. The Board, via the attached Certificate of Excellence ("COE"), expresses its deepest congratulations and admiration to the Hawks Baseball team for these amazing accomplishments.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached COE honoring the Gretna High School Varsity Baseball team.

MOTION:

"I make a Motion approving the attached COE honoring the Gretna High School Varsity Baseball team."

Certificate of Excellence

The Gretna Hawks Varsity Baseball Team defied expectations and had an impressive ending to their season. Despite a record of 8-14, this season marked the highest number of wins in several years. The team's remarkable journey included reaching the State finals for the first time in twenty-three years, where they faced the same opponent as years before. There, they competed closely against Lebanon High School, but unfortunately lost with a close score of 5-4. Notably, this season also saw their first victories over Tunstall and Chatham High Schools in over twenty-six years, showcasing their determination and growth throughout the season. The Pittsylvania County Board of Supervisors expresses its deepest congratulations and admiration to the Gretna Hawks Baseball Team for these amazing accomplishments and wish you all the best in your future endeavors.

Gretna High School Varsity Baseball

Given this 16th day of July, 2024

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	Certificate of Excellence Approval (<i>Gretna Basketball</i>)		
Staff Contact(s):	Darrell Dalton		
Agenda Date:	July 16, 2024	Item Number:	7.j.
Attachment(s):	1.	Certificate of Excellence - Gretna Boys Basketball	
Reviewed By:	JVH		

SUMMARY:

The Gretna High School Varsity Boys Basketball team had an outstanding season with an overall record of 16-10, and a regional record of 8-4, finishing second in the District for the second consecutive year. Additionally, the team secured a 41-33 victory over Martinsville, becoming Gretna's first-ever Region C Champions. They continued their run by advancing to the State tournament for the first time in twenty-four (24) years. There they competed closely against Graham High School, but unfortunately lost by a score of 65-71. The Board, via the attached Certificate of Excellence ("COE"), expresses its deepest congratulations and admiration to the Hawks Basketball team for these amazing accomplishments.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached COE honoring the Gretna High School Varsity Basketball team.

MOTION:

"I make a Motion approving the attached COE honoring the Gretna High School Varsity Basketball team."

Certificate of Excellence

The Gretna High (Hawks) Boys Basketball team had an outstanding season with an overall record of 16-10, and a regional record of 8-4, finishing second in the district for the second consecutive year. Additionally, the team secured a 41-33 victory over Martinsville, becoming Gretna's first-ever Region C Champions. They continued their run by advancing to the State tournament for the first time in twenty-four years. There, they competed closely against Graham High School but unfortunately lost with a score of 65-71. The Hawks had a great season and the Pittsylvania County Board of Supervisors expresses its deepest congratulations and admiration to the Gretna Boys Basketball Team for these amazing accomplishments and wish you all the best in your future endeavors.

Gretna High School Boys Basketball

Given this 16th day of July, 2024

PITTSYLVANIA
COUNTY, VIRGINIA

Darrell W. Dalton
Chairman



BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Action Item

Agenda Title:	Revised Ringgold Rail Trail Disaster Assistance Agreement Approval		
Staff Contact(s):	Dave Arnold		
Agenda Date:	July 16, 2024	Item Number:	7.k.
Attachment(s):	1.	Award Letter - Rail Trail	
	2.	Revised Agreement - Ringgold Rail Trail	
Reviewed By:	JVH		

SUMMARY:

The County was originally awarded a Grant by the Virginia Department of Emergency Management ("VDEM") to complete the repairs to the Ringgold Rail Trail due to Hurricane Michael. This Project has been ongoing since 2018, and its scope has been expanded. The total original Grant of \$3,028,121.48 has now been increased by a total of \$2,300,088.94 for a new Grant total of \$5,328,210.42. The revised, attached Agreement reflects the approval of additional funding.

FINANCIAL IMPACT AND FUNDING SOURCE:

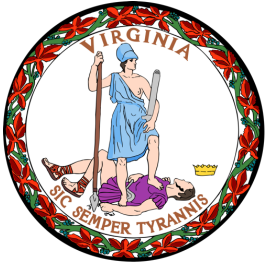
The total original Grant of \$3,028,121.48 has now been increased by a total of \$2,300,088.94, for a new Grant total of \$5,328,210.42.

RECOMMENDATION:

County Staff recommends the Board approve the revised Agreement as attached.

MOTION:

"I make a Motion approving the revised Agreement as attached."



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

RE: Public Assistance Award Letter for
CFDA #: 97.036
FIPS #:
Award #: PA-03-VA-

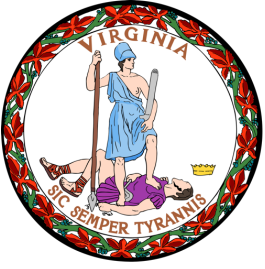
The Virginia Department of Emergency Management is pleased to notify you that the Federal Emergency Management Agency has awarded project worksheets (PWs) **for FEMA-DR- - VA**. The funds have been obligated through the Public Assistance Grant Program, CFDA #97.036. Included in this award package is a Sub-recipient Grant Agreement that can be accessed through our grants management system, <https://vdem.emgrants.com/>.

Reimbursements will be processed upon receipt of the executed grant agreement, which must be uploaded and advanced to Step 4 in vdem.emgrants.com.

If you have any questions regarding this award, please contact Robbie Coates, grants manager for disaster programs, at robert.coates@vdem.virginia.gov

Sincerely,

Cheryl Adkins, Governor's Authorized Representative



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

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**Commonwealth of Virginia
Public Assistance Program
FEMA- -DR-VA
State Recipient/Sub-recipient Disaster Assistance
Agreement CFDA# 97.036**

Section 1 – Purpose

This Agreement is made on _____ by and between the State/Recipient, the Virginia Department of Emergency Management, hereinafter “VDEM,” and _____,

hereinafter “Sub-recipient.” This Agreement shall apply to all assistance funds provided by or through VDEM to the Sub-recipient as a result of the disaster called _____ from _____ through _____, and pursuant to the disaster declaration made by the President of the United States numbered FEMA- _____ - DR-VA.

Section 2 – General Statement of Terms and Conditions

This Agreement is subject to the general conditions that follow and any special conditions attached hereto. This award is also subject to all applicable rules, regulations, and conditions prescribed by the Federal Emergency Management Agency (FEMA) and the Commonwealth of Virginia.

Section 3 – Term of the Agreement and Effective Date

This Agreement between VDEM and the Sub-recipient shall be effective upon execution of the Agreement by both VDEM and Sub-recipient and is effective upon the date the fully executed Award Acceptance Agreement is received by VDEM.

Section 4 – Scope of the Agreement

This Agreement shall apply to all Public Assistance disaster funds provided through VDEM to the Sub-recipient as a result of the above referenced disaster.

Section 5 – Conflicts of Interest

1. The Sub-recipient must disclose, in a timely manner and in writing to FEMA and VDEM, any potential conflict of interest in the federal award cycle.
2. The Sub-recipient must disclose, in a timely manner and in writing to the FEMA and VDEM, all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting the federal award.

Section 6 – Failure to Comply

Failure to comply with the conditions and requirements set forth in this Agreement will result in the suspension of and/or recovery by VDEM of funding for projects under this sub-award under the above referenced disaster and may affect the Sub-recipient’s eligibility for future funding under the Public Assistance Program.

Section 7 – Accounting and Record Keeping

The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards and shall maintain all records and supporting documentation associated with the disaster in accordance with 2 CFR § 200.333. The Sub-recipient shall retain documentation supporting each claim for a period of not less than three years from the date of the final payment and; the Sub-recipient shall give state and federal agencies designated by the Governor’s Authorized Representative (GAR) or Alternate GAR access to and the right to examine all records and documents related to the use of disaster assistance funds.

Section 8 – Procurement

The Sub-recipient agrees to abide by its respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.318–200.326. If there are no written rules, the Sub-recipient agrees to abide by the Commonwealth of Virginia’s procurement rules, policies, and/or procedures. A copy of the Sub-recipient procurement policy will be provided to VDEM upon request.

Section 9 – Audit

The Sub-recipient is aware that under the conditions of 2 CFR §§ 200.500–200.521, a non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single or program-specific audit conducted for that year.

Section 10 – Governing Laws, Regulations, and Statutes

The Sub-recipient hereby assures and certifies compliance with all applicable statutes, regulations, policies, guidelines, and requirements, including, but not limited to those listed in Appendix A.

Section 11 – General Conditions and Standard Assurances

The designated agent of the Sub-recipient certifies that:

1. The Sub-recipient’s designated agent has legal authority to apply for assistance on behalf of the Sub-recipient and is authorized to execute all required forms on behalf of the Sub-recipient.
2. The Sub-recipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient certifies that all costs claimed under this application are for actual costs incurred by the Sub-recipient in the performance of authorized work as defined in the eligibility criteria established by the FEMA.
4. The total grant award from VDEM for

is _____, provided through the FEMA Public Assistance Grant Program, FEMA-DR- _____ -VA. FEMA shall provide funds for _____ of the eligible costs, VDEM shall provide funds for _____ of eligible costs, and the Sub-recipient agrees to provide cost share in the amount of _____.

The state share is derived from the Commission on Local Government’s fiscal stress index (Code of Virginia §44-146.28) and will be disbursed upon authorization and appropriation of fund from the Virginia Department of Planning and Budget. Private non-profits will not receive a state share.

PW#	Version	Eligible Amount	Federal Share %	Federal Obligated Amount	State Share %	State Obligated Amount	Local Share %	Local Amount
141	0	\$8,409.34	75.00%	\$6,307.01	19.00%	\$1,597.77	6.00%	\$504.56
143	0	\$10,723.86	75.00%	\$8,042.90	19.00%	\$2,037.53	6.00%	\$643.43
293	0	\$3,028,121.48	75.00%	\$2,271,091.11	19.00%	\$575,343.08	6.00%	\$181,687.29
293	1	\$2,128,593.00	75.00%	\$1,596,444.75	19.00%	\$404,432.67	6.00%	\$127,715.58
299	0	\$152,362.74	100.00%	\$152,362.74	0.00%	\$0.00	0.00%	\$0.00
Total:		\$5,328,210.42		\$4,034,248.51		\$983,411.05		\$310,550.86

5. The Sub-recipient is aware that limited funding may be made available for mitigation of future disaster damages, which requires cost-sharing on the basis of **75%** federal and **25%** non-federal contribution, and that the Sub-recipient may be required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with federally accepted accounting standards or as directed by the GAR or Alternate GAR.
7. Sub-recipient shall not deviate from the Scope of Work as provided and described in the Project Worksheet(s), without first receiving written approval from the FEMA through VDEM.
8. The Sub-recipient shall begin and complete all items of work within the time limits established by the GAR or Alternate GAR.
 - a. Emergency Work (Categories A and B) shall be completed within six months from _____, the date of the Federal Disaster Declaration. **Period of Performance date is _____.**
 - b. Permanent Work (Categories C – G) shall be completed within 18 months from _____, the date of the Federal Disaster Declaration: **Period of Performance date is _____.**
 - c. Extensions may be granted, upon request, for those factors that are out of the span of control of the Sub-recipient. The Sub-recipient must write a letter to the GAR or Alternate GAR at VDEM, requesting an official extension and supplying valid documentation/reasoning as to why the project cannot be completed on time. This request must be submitted through the in vdem.emgrants.com through the time extension request workflow. Authorization for an extension remains at the discretion of VDEM and/or FEMA and will be made in writing by VDEM or FEMA depending on the agency’s respective extension authority.
9. Sub-recipient will submit to VDEM quarterly updates on all open projects. These updates will be due on April 15, July 15, October 15, and January 15 and must be submitted in vdem.emgrants.com through the quarterly reporting workflow.
10. The Sub-recipient shall, upon the request of VDEM, participate in initial, interim, and final site inspections with the State Public Assistance Officer or designee.
11. The Sub-recipient shall comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
12. The Sub-recipient shall comply with any requirement by FEMA to obtain and maintain any insurance coverage prior to receipt of funding. The Sub-recipient shall produce evidence and documentation of said insurance coverage. The Sub-recipient shall ensure that all applicable local, state, and federal permits have been obtained prior to starting any construction and that all projects are consistent with current codes and standards.
13. The Sub-recipient will engage VDEM and FEMA as soon as it identifies a change to the Statement of Work, in order to allow FEMA time to review changes for eligibility and environmental and historic preservation (EHP) compliance requirements prior to commencement of work. If the Sub-recipient begins work associated with a change before FEMA’s review and approval, it will jeopardize public assistance funding.
14. The Sub-recipient shall comply with all federal and state statutes and regulations relating to non-discrimination

15. The Sub-recipient shall comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
16. The Sub-recipient agrees to establish internal personnel safeguards, which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
17. The Sub-recipient agrees to comply with provisions of the Drug-Free Workplace Act as set forth in Attachment B and incorporated herein.
18. The Sub-recipient agrees that it will not use any federal funds for lobbying and will disclose the use of non-federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the Commonwealth as set forth in Attachment A and incorporated herein.
19. The Sub-recipient agrees to comply with the Assurances Non-Construction Programs requirements, which are incorporated herein.
20. The Sub-recipient certifies that the federal and state disaster assistance requested through the submission of this application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.
21. The Sub-recipient shall not enter into cost plus percentage of cost contracts for completion of disaster restoration or repair work projects.
22. The Sub-recipient shall not enter into any contracts for which payment is contingent upon receipt of state or federal funds.
23. The Sub-recipient shall not enter into any contract with any party that is debarred or suspended from participating in federal assistance programs.
24. The Sub-recipient shall return to the state, within 30 days of such request by the GAR or Alternate GAR, any advance funds that are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. If the Sub-recipient fails to refund the monies, the Commonwealth reserves the right to offset the amount due against any existing or future sums of money owed to the Sub-recipient by any Commonwealth agency or department.

Section 12 - Amendment

This Agreement may be modified, amended, altered, or changed at any time by VDEM. All amendments will be made in writing to the Sub-recipient. Amendments may also be made by mutual consent between VDEM and Sub-recipient, if agreed to in writing and executed by both parties.

Section 13 – Termination of Agreement

Termination of this Agreement can occur as an effect of the following results:

1. Proper completion and closeout of this project;
2. Termination for Breach
 - a. In the event of breach by the Sub-recipient of this Agreement, VDEM shall provide written notice to the Sub-recipient specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Sub-recipient has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The Sub-recipient shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement.
3. Termination for Convenience or other termination as allowed or required by 44 CFR for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment D, herein.
 - a. Communication of this decision and information related to the project termination will be provided to the Sub-recipient in coordination with FEMA through registered mail.

Article XIV – Entire Agreement

This Agreement represents the complete and final understanding of VDEM and the Sub-recipient. No other understanding, oral, or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

Signed for the Sub-recipient:

Authorized Agent Name and Title

Sub-recipient's Authorized Agent (Signature)

Date

Signed for the State/Recipient:

Virginia Department of Emergency Management

Cheryl Adkins, Chief Financial Officer

Typed Name and Title

Cheryl Adkins

Chief Financial Officer (Signature)

Date

Attachment A
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Agent

Date

ATTACHMENT B
Administrative Requirements and Guidance

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and as implemented by 44 CFR §§ 13,206.
- Flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq.*, as amended.
- National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*, as amended, and its applicable Federal Regulations found at 44 CFR Part 10.
- Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended.
- Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended.
- Endangered Species Act of 1973, 7 U.S.C. § 136, 16 U.S.C. §§ 1531 *et seq.*, as amended.
- National Historic Preservation Act, 16 U.S.C. § 469, 470 *et seq.*, as amended, and its applicable Federal Regulations found at 36 CFR § 800 and 44 CFR § 208.
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Hatch Act, 5 U.S.C. § 7324 *et seq.*, as amended, which limits the political activities of public employees.
- 2 CFR § 200 (Uniform Guidance)

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Budget

Agenda Title:	Grant Appropriations Approval (3); (Ringgold Rail Trail Grant; Local Law Enforcement Grant; and WIA TANF United Way Grant)												
Staff Contact(s):	Kim VanDerHyde												
Agenda Date:	July 16, 2024	Item Number:	7.I.										
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>Award_Letter-Rail Trail</td> </tr> <tr> <td>2.</td> <td>Agreement for Rail Trail</td> </tr> <tr> <td>3.</td> <td>Local Law Enforcement Grant Award Letter</td> </tr> <tr> <td>4.</td> <td>BEN-24-002-17 Mod No. 1 - signed</td> </tr> <tr> <td>5.</td> <td>TANF UWay New #2 Ben-24-002-17 Budget July 1 2024-June 30 2025</td> </tr> </table>			1.	Award_Letter-Rail Trail	2.	Agreement for Rail Trail	3.	Local Law Enforcement Grant Award Letter	4.	BEN-24-002-17 Mod No. 1 - signed	5.	TANF UWay New #2 Ben-24-002-17 Budget July 1 2024-June 30 2025
1.	Award_Letter-Rail Trail												
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4.	BEN-24-002-17 Mod No. 1 - signed												
5.	TANF UWay New #2 Ben-24-002-17 Budget July 1 2024-June 30 2025												
Reviewed By:	JVH												

SUMMARY:

The County has recently been awarded three (3) separate Grants that need to be appropriated to the FY2024 County Budget. The first Grant was awarded by the Virginia Department of Emergency Management ("VDEM") to complete the repairs to the Ringgold Rail Trail due to Hurricane Michael. The total original Grant of \$3,028,121.48 has now been increased by a total of \$2,300,088.94 for a new Grant total of \$5,328,210.42. The second Grant was awarded by the Virginia Department of Criminal Justice Services in the amount of \$1,594.00 to the Sheriff's Office to strengthen crime controls. The third Grant was awarded by the United Way to the Workforce Investment Board and is a Temporary Assistance for Needy Families ("TANF") Grant in the amount of \$183,156.72 to help provide training and job assistance for those in need.

FINANCIAL IMPACT AND FUNDING SOURCE:

The VDEM Grant for the Ringgold Rail Trail Project requires an additional local match of \$128,863.57 for the County to draw the additional state funds of \$408,067.97 and federal funds of \$1,763,157.40. The additional local match has

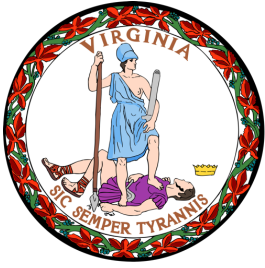
already been budgeted in the Grants Local Match line item. The other two (2) Grants mentioned have no local match.

RECOMMENDATION:

County Staff recommends the Board approve and appropriate a total of \$2,301,682.94 to the Grants Fund (Rail Trail-\$2,300,088.94) and Local Law Enforcement Grant-\$1,594.00) and \$183,156.72 to the WIB Fund for the TANF Grant.

MOTION:

"I make a Motion approving and appropriating a total of \$2,301,682 to the Grants Fund, including the transfer of local match funds totaling \$128,863.57 from the Grants Local Match line item and a total of \$183,156.72 to the WIB Fund as presented."



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

RE: Public Assistance Award Letter for
CFDA #: 97.036
FIPS #:
Award #: PA-03-VA-

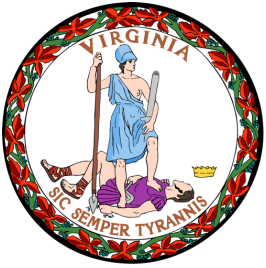
The Virginia Department of Emergency Management is pleased to notify you that the Federal Emergency Management Agency has awarded project worksheets (PWs) **for FEMA-DR- - VA**. The funds have been obligated through the Public Assistance Grant Program, CFDA #97.036. Included in this award package is a Sub-recipient Grant Agreement that can be accessed through our grants management system, <https://vdem.emgrants.com/>.

Reimbursements will be processed upon receipt of the executed grant agreement, which must be uploaded and advanced to Step 4 in vdem.emgrants.com.

If you have any questions regarding this award, please contact Robbie Coates, grants manager for disaster programs, at robert.coates@vdem.virginia.gov

Sincerely,

Cheryl Adkins, Governor's Authorized Representative



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

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**Commonwealth of Virginia
Public Assistance Program
FEMA- -DR-VA
State Recipient/Sub-recipient Disaster Assistance
Agreement CFDA# 97.036**

Section 1 – Purpose

This Agreement is made on _____ by and between the State/Recipient, the Virginia Department of Emergency Management, hereinafter “VDEM,” and _____,

hereinafter “Sub-recipient.” This Agreement shall apply to all assistance funds provided by or through VDEM to the Sub-recipient as a result of the disaster called _____ from _____ through _____, and pursuant to the disaster declaration made by the President of the United States numbered FEMA- _____ - DR-VA.

Section 2 – General Statement of Terms and Conditions

This Agreement is subject to the general conditions that follow and any special conditions attached hereto. This award is also subject to all applicable rules, regulations, and conditions prescribed by the Federal Emergency Management Agency (FEMA) and the Commonwealth of Virginia.

Section 3 – Term of the Agreement and Effective Date

This Agreement between VDEM and the Sub-recipient shall be effective upon execution of the Agreement by both VDEM and Sub-recipient and is effective upon the date the fully executed Award Acceptance Agreement is received by VDEM.

Section 4 – Scope of the Agreement

This Agreement shall apply to all Public Assistance disaster funds provided through VDEM to the Sub-recipient as a result of the above referenced disaster.

Section 5 – Conflicts of Interest

1. The Sub-recipient must disclose, in a timely manner and in writing to FEMA and VDEM, any potential conflict of interest in the federal award cycle.
2. The Sub-recipient must disclose, in a timely manner and in writing to the FEMA and VDEM, all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting the federal award.

Section 6 – Failure to Comply

Failure to comply with the conditions and requirements set forth in this Agreement will result in the suspension of and/or recovery by VDEM of funding for projects under this sub-award under the above referenced disaster and may affect the Sub-recipient’s eligibility for future funding under the Public Assistance Program.

Section 7 – Accounting and Record Keeping

The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards and shall maintain all records and supporting documentation associated with the disaster in accordance with 2 CFR § 200.333. The Sub-recipient shall retain documentation supporting each claim for a period of not less than three years from the date of the final payment and; the Sub-recipient shall give state and federal agencies designated by the Governor’s Authorized Representative (GAR) or Alternate GAR access to and the right to examine all records and documents related to the use of disaster assistance funds.

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The Sub-recipient agrees to abide by its respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.318–200.326. If there are no written rules, the Sub-recipient agrees to abide by the Commonwealth of Virginia’s procurement rules, policies, and/or procedures. A copy of the Sub-recipient procurement policy will be provided to VDEM upon request.

Section 9 – Audit

The Sub-recipient is aware that under the conditions of 2 CFR §§ 200.500–200.521, a non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single or program-specific audit conducted for that year.

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1. The Sub-recipient’s designated agent has legal authority to apply for assistance on behalf of the Sub-recipient and is authorized to execute all required forms on behalf of the Sub-recipient.
2. The Sub-recipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient certifies that all costs claimed under this application are for actual costs incurred by the Sub-recipient in the performance of authorized work as defined in the eligibility criteria established by the FEMA.
4. The total grant award from VDEM for

is _____, provided through the FEMA Public Assistance Grant Program, FEMA-DR- _____ -VA. FEMA shall provide funds for _____ of the eligible costs, VDEM shall provide funds for _____ of eligible costs, and the Sub-recipient agrees to provide cost share in the amount of _____.

The state share is derived from the Commission on Local Government’s fiscal stress index (Code of Virginia §44-146.28) and will be disbursed upon authorization and appropriation of fund from the Virginia Department of Planning and Budget. Private non-profits will not receive a state share.

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293	0	\$3,028,121.48	75.00%	\$2,271,091.11	19.00%	\$575,343.08	6.00%	\$181,687.29
293	1	\$2,128,593.00	75.00%	\$1,596,444.75	19.00%	\$404,432.67	6.00%	\$127,715.58
299	0	\$152,362.74	100.00%	\$152,362.74	0.00%	\$0.00	0.00%	\$0.00
Total:		\$5,328,210.42		\$4,034,248.51		\$983,411.05		\$310,550.86

5. The Sub-recipient is aware that limited funding may be made available for mitigation of future disaster damages, which requires cost-sharing on the basis of **75%** federal and **25%** non-federal contribution, and that the Sub-recipient may be required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with federally accepted accounting standards or as directed by the GAR or Alternate GAR.
7. Sub-recipient shall not deviate from the Scope of Work as provided and described in the Project Worksheet(s), without first receiving written approval from the FEMA through VDEM.
8. The Sub-recipient shall begin and complete all items of work within the time limits established by the GAR or Alternate GAR.
 - a. Emergency Work (Categories A and B) shall be completed within six months from _____, the date of the Federal Disaster Declaration. **Period of Performance date is _____.**
 - b. Permanent Work (Categories C – G) shall be completed within 18 months from _____, the date of the Federal Disaster Declaration: **Period of Performance date is _____.**
 - c. Extensions may be granted, upon request, for those factors that are out of the span of control of the Sub-recipient. The Sub-recipient must write a letter to the GAR or Alternate GAR at VDEM, requesting an official extension and supplying valid documentation/reasoning as to why the project cannot be completed on time. This request must be submitted through the in vdem.emgrants.com through the time extension request workflow. Authorization for an extension remains at the discretion of VDEM and/or FEMA and will be made in writing by VDEM or FEMA depending on the agency's respective extension authority.
9. Sub-recipient will submit to VDEM quarterly updates on all open projects. These updates will be due on April 15, July 15, October 15, and January 15 and must be submitted in vdem.emgrants.com through the quarterly reporting workflow.
10. The Sub-recipient shall, upon the request of VDEM, participate in initial, interim, and final site inspections with the State Public Assistance Officer or designee.
11. The Sub-recipient shall comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
12. The Sub-recipient shall comply with any requirement by FEMA to obtain and maintain any insurance coverage prior to receipt of funding. The Sub-recipient shall produce evidence and documentation of said insurance coverage. The Sub-recipient shall ensure that all applicable local, state, and federal permits have been obtained prior to starting any construction and that all projects are consistent with current codes and standards.
13. The Sub-recipient will engage VDEM and FEMA as soon as it identifies a change to the Statement of Work, in order to allow FEMA time to review changes for eligibility and environmental and historic preservation (EHP) compliance requirements prior to commencement of work. If the Sub-recipient begins work associated with a change before FEMA's review and approval, it will jeopardize public assistance funding.
14. The Sub-recipient shall comply with all federal and state statutes and regulations relating to non-discrimination

15. The Sub-recipient shall comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
16. The Sub-recipient agrees to establish internal personnel safeguards, which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
17. The Sub-recipient agrees to comply with provisions of the Drug-Free Workplace Act as set forth in Attachment B and incorporated herein.
18. The Sub-recipient agrees that it will not use any federal funds for lobbying and will disclose the use of non-federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the Commonwealth as set forth in Attachment A and incorporated herein.
19. The Sub-recipient agrees to comply with the Assurances Non-Construction Programs requirements, which are incorporated herein.
20. The Sub-recipient certifies that the federal and state disaster assistance requested through the submission of this application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.
21. The Sub-recipient shall not enter into cost plus percentage of cost contracts for completion of disaster restoration or repair work projects.
22. The Sub-recipient shall not enter into any contracts for which payment is contingent upon receipt of state or federal funds.
23. The Sub-recipient shall not enter into any contract with any party that is debarred or suspended from participating in federal assistance programs.
24. The Sub-recipient shall return to the state, within 30 days of such request by the GAR or Alternate GAR, any advance funds that are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. If the Sub-recipient fails to refund the monies, the Commonwealth reserves the right to offset the amount due against any existing or future sums of money owed to the Sub-recipient by any Commonwealth agency or department.

Section 12 - Amendment

This Agreement may be modified, amended, altered, or changed at any time by VDEM. All amendments will be made in writing to the Sub-recipient. Amendments may also be made by mutual consent between VDEM and Sub-recipient, if agreed to in writing and executed by both parties.

Section 13 – Termination of Agreement

Termination of this Agreement can occur as an effect of the following results:

1. Proper completion and closeout of this project;
2. Termination for Breach
 - a. In the event of breach by the Sub-recipient of this Agreement, VDEM shall provide written notice to the Sub-recipient specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Sub-recipient has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The Sub-recipient shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement.
3. Termination for Convenience or other termination as allowed or required by 44 CFR for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment D, herein.
 - a. Communication of this decision and information related to the project termination will be provided to the Sub-recipient in coordination with FEMA through registered mail.

Article XIV – Entire Agreement

This Agreement represents the complete and final understanding of VDEM and the Sub-recipient. No other understanding, oral, or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

Signed for the Sub-recipient:

Authorized Agent Name and Title

Sub-recipient's Authorized Agent (Signature)

Date

Signed for the State/Recipient:

Virginia Department of Emergency Management

Cheryl Adkins, Chief Financial Officer

Typed Name and Title



Chief Financial Officer (Signature)

Date

Attachment A
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Agent

Date

ATTACHMENT B
Administrative Requirements and Guidance

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and as implemented by 44 CFR §§ 13,206.
- Flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq.*, as amended.
- National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*, as amended, and its applicable Federal Regulations found at 44 CFR Part 10.
- Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended.
- Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended.
- Endangered Species Act of 1973, 7 U.S.C. § 136, 16 U.S.C. §§ 1531 *et seq.*, as amended.
- National Historic Preservation Act, 16 U.S.C. § 469, 470 *et seq.*, as amended, and its applicable Federal Regulations found at 36 CFR § 800 and 44 CFR § 208.
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Hatch Act, 5 U.S.C. § 7324 *et seq.*, as amended, which limits the political activities of public employees.
- 2 CFR § 200 (Uniform Guidance)

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Local Law Enforcement ("LOLE") Grant Program - FFY 23

Subgrantee:	Pittsylvania
DCJS Grant Number: TBD	UEI #: ZKU8R668GNR4
Grant Start Date: 1/1/2024	Grant End Date: 7/31/2024
Federal Grant Number:	15PBJA-23-GG-03038-MUMU
Federal Awardee:	BJA
Federal Catalog Number:	16.738
Project Description:	To strengthen Crime Control
Federal Start Date:	10/1/2022

Federal Funds:	\$1,594
State General Funds:	
State Special Funds:	
Local Match:	

Total Budget:	\$1,594	Indirect Cost Rate: _____%	*If applicable
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Project Director	Project Administrator	Finance Officer
Michael Taylor Sheriff P. O. Box 407 Chatham, Virginia 24531 mike.taylor@pottgov.org	Stuart Turille, Jr. County Administrator 1 Center Street Chatham, Virginia 24531 stuart.turille@pittgov.org	Kim Vanderhyde Director of Finance 1 Center Street Chatham, Virginia 24531 kim.vanderhyde@pittgov.org

***If not indicated above, please provide your locality's Unique Entity Identifier (UEI #) in the space provided. This number replaces your DUNS number.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and Special Conditions attached thereto, hereby accepts this grant and agrees to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature:  Authorized Official (Project Administrator)	Title: <i>County Administrator</i>
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Date: <i>2.21.24</i>	UEI #: <i>ZKU8R668GNR4</i>
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**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
5600 Cox Road, Glen Allen, Virginia 23060**

MODIFICATION #1

TO

AGREEMENT #BEN-24-002-17

BETWEEN THE

DEPARTMENT OF SOCIAL SERVICES

AND

UNITED WAY OF HENRY COUNTY AND MARTINSVILLE

This Modification is an Agreement between the Commonwealth of Virginia, Department of Social Services, hereinafter referred to as “VDSS,” “DSS,” or “Purchasing Agency” and United Way of Henry County and Martinsville, relating to #BEN-24-002-17 as amended, herein after referred to as the “Contract” or “Agreement.” This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification is to document both parties’ Agreement to: A. Renew the Agreement #BEN-24-002-17, B. Revise Compensation and Replace Attachments identified herein.

All changes are effective on July 1, 2024, unless otherwise noted herein, and shall be included in any subsequent Modifications.

A. Reference X. Special Terms and Conditions, Subsection C. Renewal of Contract; the Commonwealth of Virginia, Department of Social Services wishes to renew the above referenced Agreement for a one (1) year period beginning on July 1, 2024, through June 30, 2025, with two (2) optional renewal periods remaining.

B. Reference Section VIII. Administrative Requirements, Subsection A. Modification of Agreement. Revise as follows:

1. Reference XI. Payment Method. Add the following as the first paragraph to this Section.

The total dollar amount of the obligation by the VDSS for expenses shall not exceed \$213,960.50. This total dollar value may decrease/increase based on the Fiscal Year (FY25) Budget as approved by the Governor which will require a modification to the Agreement.

2. Delete Attachment E. Item 8.A Work Plan.

3. Delete Attachment E.1 Outcomes and Benefits Expected in its entirety and replace with Attachment E.2 Work Plan and Outcomes and Benefits Expected.

4. Delete Attachment G.1 Budget in its entirety and replace with Attachment G.2 Budget.

The foregoing is the complete and final expression of the parties' agreement to modify Agreement #BEN-24-002-17 and cannot be modified, except by a writing signed by the duly authorized representative of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS MODIFICATION #1 ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT.

**United Way of Henry County and
Martinsville**

By: *Philip Wenkstern*
Philip Wenkstern (May 9, 2024 13:13 EDT)
(Signature)
Name: Philip Wenkstern
(Print)
Title: Executive Director
Date: May 9, 2024

**Commonwealth of Virginia
Department of Social Services**

By: *Heather Hite*
Heather Hite (May 9, 2024 13:18 EDT)
(Signature)
Name: Heather Hite
(Print)
Title: Senior Procurement Officer
Date: May 9, 2024

WORK PLAN

Action Steps	Agency/Individual Responsible	Start Date	End Date
Convene Integrative Resource Management Team	United Way	7/1	Ongoing
Communicate Opportunity to Partners Throughout Community	Integrative Resource Management Team (Representatives from United Way, DSS, Workforce Development, MHC Coalition for Health and Wellness, Piedmont Community Services)	7/14	Ongoing
Streamline Participant Referral Process	IRMT	Ongoing, based on the first cohort of participants	
Establish a formal menu of services for use by the Integrative Resource Management Team	IRMT	9/15	Annual Review
Screen first cohort of referrals for service needs	IRMT	Beginning immediately during performance period	
Place the first cohort of referrals into appropriate service plans	IRMT	Beginning immediately during performance period	
Monitor the success of services provided	IRMT, Workforce Case Management	Ongoing	
Adjust the service menu based on the outcomes of the first cohort	IRMT	Ongoing	

EXPECTED OUTCOMES AND BENEFITS – BEN-24-002

Subgrantee Name:

Contract Number: BEN-24-002

Grant Period: July 1, 2024 – June 30, 2025

Expected Outcomes and Benefits: Describe the anticipated participation levels, outputs, and outcomes of the program/services by completing the table below.

Directions:

Column 1: Components - If applicable, identify additional expected output/outcome components in the Other Achievements section (example: # of vehicles placed w/participants, # of ESL participants).

Column 2: Current FY Plan Totals – Enter the total number/ wage figures planned for Year End FY24 from your FY24 Quarterly Report

Column 4: Next FY Plan Totals – Enter the total new number/wage figures planned for your FY25 Renewal. Ensure that the sum of number entering employment PT and number entering employment FT are equal to the total number who entered employment on row three.

Components	Current FY (6-month FY24) Plan Totals	Next FY (2025) Plan Totals
Number participating in services	20	50
Number participating in job skills trainings	8	20
Number who entered employment	8	35
Number entered employment part time	3	15
Number entered employment full time	5	20
Average starting hourly wage for those who entered employment	\$12.50	\$12.50
Number employed with benefits	5	12
Number moving from part time to full time	2	5
Number who obtained a wage increase	6	12
Average hourly wage increase (currency not %)	\$3.25	\$3.50
Number employed for three months	8	20
Number employed for six months	6	20
Number employed one year	5	20
Number of jobs in a Career Pathway	9	18
Number receiving a credential	4	12
Number obtaining their GED	2	2
Number who obtained SSI	2	2
Number who completed their treatment	2	2
Other Achievements (Identify Below)		
Receive their NCRC (National Career Readiness Certificate)		5

Instructions for Completing Budget Sheets

P1-Budget Summary: Fill in the cells titled "**SUBGRANTEE Name**" and "**Grant Period**" at the top of the worksheet. Proceed to entering budget items on the sheet called "P2 Salary" and continue until you have completed all worksheets that apply to your application.

P2-Salary This worksheet details which program staff positions will be funded through this grant.

Please list names of program staff to be funded. Only list the staff that will be funded (in whole or part) by this grant. (Attachments with a list of staff members will not be accepted.)

List the titles of staff.

List total hours worked per week.

List hours per week spent on THIS program.

List # of hours per week to be paid by VDSS.

List total gross annual salary.

P-3 Itemized Budget for Employee Benefits: This section of the worksheet details the benefits offered to employees of your program.

Names and titles of employees will populate from P2 Salary. Be sure to work **down** the column instead of across for each employee.

Enter total amount of each benefit for each employee for the year (except FICA. FICA will be automatically calculated.)

Enter the percentage of benefits that you would like VDSS to pay for **each employee for each benefit**. This may or may not be the same percentage you are requesting for salaries. However, **the benefits percentage cannot exceed Column K in the tab called "P2 - Salary."**

P-4 Other Expenses This tab allows for line items that are being requested for expenses other than salaries and benefits. All expenses must directly relate to THIS program.

Indirect Costs: Complete **EITHER** Tab P-5 Indirect **OR** Tab P-5 Indirect (2).

P-5 Indirect -- Complete this sheet if you do NOT have a federally approved negotiated cost rate.

If you have a federally approved rate, skip this page and go to Tab P-6 Indirect (2).

Indirect costs will be based on the *de minimis* calculation: **Up to** 10% X MTDC (Modified Total Direct Costs)

P-5 Indirect (2) --Complete this sheet only if you have a federally approved negotiated cost rate.

Skip this sheet if you filled out Tab P-6.

Indirect costs will be based on the NICRA (Negotiated Indirect Costs Rate Agreement).

P-6 Budget Narrative: Use this worksheet to provide your budget narrative according to amounts requested on Pages 2-4. Provide an in depth summary along with examples of calculations in this sheet.

Example: Printing 500 copies of a new brochures. The cost per item is .39.

The cost of 500 (brochures) x .39 (each copy) = \$195.00.

BUDGET SUMMARY - DSS FUNDS

SUBGRANTEE NAME	United Way of Henry County and	
Grant Period	July 1, 2024 - June 30, 2025	
Contract #	BEN-24-002-17	
Attachment #		
BUDGET CATEGORY	TOTAL PROGRAM BUDGET (Including amount requested from VDSS)	TOTAL VDSS REQUEST
SALARIES	\$8,181.25	\$8,181.25
EMPLOYEE BENEFITS	\$3,171.58	\$3,171.58
RENT	\$0.00	\$0.00
OFFICE & PROGRAM	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00
SUBAWARDS	\$183,156.72	\$183,156.72
TRAINING/TRANSPORTATION	\$0.00	\$0.00
OTHER	\$0.00	\$0.00
INDIRECT COSTS	\$19,450.95	\$19,450.95
Total	\$213,960.50	\$213,960.50
Percentage of Total Program Budget Requested from DSS		100%
Awarded funds cannot be used to supplant existing funds.		

ITEMIZED BUDGET - SALARIES

ITEMIZED BUDGET - SALARIES										
SUBGRANTEE NAME:	United Way of Henry County and Martinsville									
Grant Period:	July 1, 2024 - June 30, 2025									Column K
Name of Staff (List names of program staff to be funded in whole or part by VDSS only)	Title	Total hours per week	# of hours per week spent on this program	# of hours per week spent on this program to be paid by VDSS	% of time spent on this program	% of program salary to be paid by VDSS	Total Gross Annual Salary	Amount of salary devoted to this program	Amount of salary to be paid by VDSS	Maximum % of benefits that VDSS will pay for this employee
Craig McCroskey	Director, Financial Stability	40	5.5	5.5	14%	100%	\$59,500.00	\$8,181.25	\$8,181.25	14%
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					0%	0%		\$0.00	\$0.00	0%
					0%	0%		\$0.00	\$0.00	0%
					0%	0%		\$0.00	\$0.00	0%
					0%	0%		\$0.00	\$0.00	0%
					0%	0%		\$0.00	\$0.00	0%
					0%	0%		\$0.00	\$0.00	0%
					0%	0%		\$0.00	\$0.00	0%
					0%	0%				

ITEMIZED BUDGET - OTHER PROPOSED EXPENSES

SUBGRANTEE Name: United Way of Henry County and Martinsville
 Grant Period: July 1, 2024 - June 30, 2025

LINE ITEM	Amount Requested	LINE ITEM	Amount Requested
Only list expenses directly related to this program.			
RENT		SUBAWARDS	\$ 183,156.72
		STAFF TRAVEL & TRAINING	\$ -
		Travel	
OFFICE and PROGRAM EXPENSES	\$0.00	Training	
Printing			
Postage		OTHER	\$ -
Supplies		Other (Specify)	
Utilities		Other (Specify)	
Phone		Other (Specify)	
Participant Support Costs		Other (Specify)	
Other (Specify)		Other (Specify)	
Other (Specify)		Other (Specify)	
Other (Specify)		Other (Specify)	
Other (Specify)			
EQUIPMENT	\$ -		
Place <u>each</u> individual equipment purchase <u>over</u> \$5,000 below. Each equipment purchase under \$5,000 should be placed under Supplies above. Place each equipment purchase with a service life of one year or less (no matter the cost) under Supplies as well.			
Equipment Purchase over \$5,000 (Specify)			
Equipment Purchase pver \$5,000 (Specify)			
Equipment Leases		Total	\$ 183,156.72

* Awarded funds cannot be used to supplant existing funds.

INDIRECT COSTS

Subgrantee Name:	United Way of Henry County and Martin
Grant Period:	July 1, 2024 - June 30, 2025

If you have a federally approved indirect costs rate, skip this page and go to Tab P-5 (2).

INDIRECT COSTS -- *DE MINIMIS* CALCULATION

DIRECT COSTS

SALARIES	\$8,181.25
EMPLOYEE BENEFITS	\$3,171.58
RENT	\$0.00
OFFICE & PROGRAM	\$0.00
EQUIPMENT	\$0.00
SUBAWARDS	\$183,156.72
TRAINING/TRANSPORTATION	\$0.00
OTHER	\$0.00
TOTAL DIRECT COSTS	\$194,509.55

EXCLUDED EXPENSES

Rent	\$0.00
Equipment over \$5,000	\$0.00
Subcontracting Expenses: Amount >\$25,000	
Other Excluded Costs	
Total Excluded Costs	\$0.00
Total Direct Costs - Excluded Costs = <u>Base</u>	\$194,509.55
Indirect Costs Percentage Rate	10%
Base x Percentage Rate = <u>Indirect Costs</u>	\$19,450.95

INDIRECT COSTS

Subgrantee Name:	United Way of Henry County and M
Grant Period:	July 1, 2024 - June 30, 2025

Skip this sheet if you filled out TAB P-5 Indirect.

Indirect Costs Calculation with NICRA

Direct Costs

SALARIES	\$8,181.25
EMPLOYEE BENEFITS	\$3,171.58
RENT	\$0.00
OFFICE & PROGRAM	\$0.00
EQUIPMENT	\$0.00
SUBAWARDS	\$183,156.72
TRAINING/TRANSPORTATION	\$0.00
OTHER	\$0.00
TOTAL DIRECT COSTS	\$194,509.55

EXCLUDED EXPENSES

Please enter the total amount of all excluded expenses from above (according to your NICRA).

Total Direct Costs - Excluded Costs = <u>Base</u>	\$194,509.55
--	---------------------

Federally Approved Indirect Costs Percentage Rate	
--	---------

Base x Percentage Rate = <u>Indirect Costs</u>	\$0.00
---	---------------

BUDGET NARRATIVE

SUBGRANTEE Name:	United Way of Henry County and Martinsville	
Grant Period:	July 1, 2024 - June 30, 2025	
Line Item	Budget Request	Narrative Description
SALARIES		
	\$8,181.25	United Way staff coordinator time to coordinate existing programs between WIB & UWV, UWV staff member to provide financial education and credit counseling.
BENEFITS		
	\$3,171.58	Associated benefits (FICA, Health, Retirement) related to salaried.
RENT		
	\$0.00	
OFFICE and PROGRAM EXPENSES		
Printing	\$0.00	
Postage	\$0.00	
Supplies	\$0.00	
Utilities	\$0.00	
Phone	\$0.00	
Participant Support Costs	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
EQUIPMENT		
Equipment Purchase over \$5,000 (Specify)	\$0.00	
Equipment Purchase pver \$5,000 (Specify)	\$0.00	
Equipment Leases	\$0.00	
SUBAWARDS		

	\$183,156.72	Workforce Investment Board has a subaward with the United Way. Subaward Breakdown: Salaries \$54,075 - W Case Manager for program participants (\$45,000 salary 100% funded); WIB Chief Operations Officer for financial oversight/compliance (\$66,000 salary 14% funded totaling \$9,075). Benefits \$17,066.56 - WIB Case Manager 100% funded FICA, Retirement, Unemployment, workers comp, and health insurance totaling \$13,995.84; WIB COO 14% funded FICA, Retirement, Unemployment, workers comp, and health insurance totaling \$3,070.72. Printing \$160 - program materials, brochures, forms, publications, etc. Postage \$102 - Mailing of materials as may be necessary. Supplies \$239.40 - Office supplies/materials for program support. Phone \$252 - \$21/month x 12 months. On Job Training \$25,920 - provide employee funding for on-job training; est 6 participants x 360 hrs. max x \$12/hr. Support Services \$26,300 - staff support services est 40 participants x \$657.50/each during training/employee start-up. Job Skills Training \$36,000 - job skills training for workforce readiness est 12 participants x \$3,000/each. Work Experience \$20,041.74 - work experience 6 participants x \$3,340.29 per work experience. Travel \$2,000 - for grant admin, meeting with participants, and site visits. Training \$1,000 - for grant admin.
STAFF TRAVEL & TRAINING		
Travel	\$0.00	
Training	\$0.00	
OTHER		
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
Other (Specify)	\$0.00	
INDIRECT		
	\$19,450.95	Indirect costs calculated using 10% factor
Total	\$213,960.50	










BEN-24-002-17 Mod No. 1

Final Audit Report

2024-05-09

Created:	2024-05-08
By:	Heather Hite (Heather.hite@dss.virginia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5LqGq8Zdb_li0CJGTl_70qtCD3YSW3G-

"BEN-24-002-17 Mod No. 1" History

-  Document created by Heather Hite (Heather.hite@dss.virginia.gov)
2024-05-08 - 5:58:51 PM GMT
-  Document emailed to philip@unitedwayofhcm.org for signature
2024-05-08 - 5:59:34 PM GMT
-  Email viewed by philip@unitedwayofhcm.org
2024-05-08 - 6:14:17 PM GMT
-  Signer philip@unitedwayofhcm.org entered name at signing as Philip Wenkstern
2024-05-09 - 5:13:30 PM GMT
-  Document e-signed by Philip Wenkstern (philip@unitedwayofhcm.org)
Signature Date: 2024-05-09 - 5:13:32 PM GMT - Time Source: server
-  Document emailed to Heather Hite (Heather.hite@dss.virginia.gov) for signature
2024-05-09 - 5:13:34 PM GMT
-  Email viewed by Heather Hite (Heather.hite@dss.virginia.gov)
2024-05-09 - 5:18:23 PM GMT
-  Document e-signed by Heather Hite (Heather.hite@dss.virginia.gov)
Signature Date: 2024-05-09 - 5:18:42 PM GMT - Time Source: server
-  Agreement completed.
2024-05-09 - 5:18:42 PM GMT

TANF Grant UWay New BEN-24-002-17

July 1, 2024-June 30, 2025

WPWDB/Ross 5/13/2024

<u>Description</u>	<u>Budget</u>
Salaries-Case Mgr-S. Hairston	45,000.00
Salaries-COO	9,075.00
	-
Total Salaries	54,075.00
Benefits-Case Mgr- S. Hairston	13,995.86
Benefits-COO	3,070.72
	-
Total Fringes	17,066.58
Printing	160.00
Postage	102.00
Supplies	239.40
Utilities	-
Phone	252.00
Training- On Job Training & WEX	45,961.74
Training-Job Skills	36,000.00
Support Services	26,300.00
Staff Travel	2,000.00
Staff Training	1,000.00
	-
Subtotal	183,156.72
	183,156.72
Total Request	183,156.72
	Summary
WIB	12,407.72
Ross	170,749.00
WIB/ROSS	183,156.72
United Way	30,803.78
Total Award	213,960.50

United Way Keeps the 5% Indirect

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	2025 County Health and Dental Rates Approval		
Staff Contact(s):	Kim VanDerHyde		
Agenda Date:	July 16, 2024	Item Number:	7.m.
Attachment(s):	1.	Anthem Rates 10.01.2024-BOS	
	2.	Dental Rates 10.01.2024-BOS	
Reviewed By:	JVH		

SUMMARY:

It is time to renew the County's Health and Dental insurance for the upcoming plan year. Attached are the new rates for both health and dental, effective October 1, 2024. The Health Insurance Rates reflect an overall decrease of six percent (6 %) this year, while the Dental Insurance Rates show an overall increase of five percent (5 %).

HEALTH INSURANCE CHANGES:

A few changes were made to the County's Health Plan with Anthem Blue Cross Blue Shield for the upcoming plan year. Deductibles for both plans offered by the County have been raised by \$500 each, due to a mandatory requirement for High Deductible Plans to increase for 2025. The Health Insurance Committee has decided to introduce an additional tier to the current plans to better support single-parent families. The new Employee/Children tier will enable single parents to add their children at a reduced rate compared to the current Family tier. With this new option, single-parent families enrolled in the High Deductible Plan will save \$540.26 per month.

DENTAL INSURANCE CHANGES:

There were no changes made to the current Dental Insurance Coverage plans. As shown on the attached Rate Sheet, employees with Basic Coverage will see a slight reduction in premiums, ranging from \$2.36 to \$7.80 per month. Conversely, employees with Comprehensive Coverage will experience a modest increase in premiums, ranging from \$2.38 to \$18.88 per month.

FINANCIAL IMPACT AND FUNDING SOURCE:

There will be an overall savings to the Fund of approximately \$63,000 based on the County's current health insurance enrollment. This may fluctuate since the County has added the new Employee/Children tier.

RECOMMENDATION:

County Staff recommends the Board approve the 2025 County Health and Dental Insurance Rates for the 2025 plan year.

MOTION:

"I make a Motion approving the County 2025 Health and Dental Insurance Rates for plan year 2025 as presented."

ANTHEM BLUE CROSS BLUE SHIELD
OCTOBER 1, 2024 (PAYROLL DEDUCTION BEGINS IN SEPTEMBER)
PREMIUMS

<u>TYPE OF COVERAGE</u>	<u>MONTHLY PREMIUM</u>	<u>COUNTY SHARE</u>		<u>EMPLOYEE COST</u>	
		<u>MONTHLY</u>	<u>INC/(DEC)</u>	<u>MONTHLY</u>	<u>INC/(DEC)</u>
KeyCare 30					
<u>\$30 Copay/\$1500 Deductible</u>					
Employee Only	824.43	727.61	(12.16)	96.82	(6.18)
Employee and One Child	1,136.52	689.94	(145.94)	446.58	(28.50)
Employee and Children	1,573.47	802.47		771.00	-
Employee and Spouse	1,894.99	913.40	54.81	981.60	(62.65)
Employee and Family	2,480.34	1,047.05	(19.99)	1,433.30	(91.49)
HDHP w/Health Saving Account					
<u>\$3,500/100%</u>					
Employee Only	715.17	699.55	20.27	15.62	(1.00)
Employee and One Child	981.38	709.85	(86.97)	271.54	(17.33)
Employee and Children	1,360.41	829.85		530.56	-
Employee and Spouse	1,639.33	957.59	104.43	681.74	(43.52)
Employee and Family	2,147.10	1,140.53	59.34	1,006.58	(64.25)

The Board of Supervisors agreed to pay a total of \$34.17/month/per employee from the Employee Health Fund for all tiers except the Employee Only tier. They also agreed to pay an employer contribution of \$1,000.00 per covered employee participating in the Lumenos (HDHP) ~ Health Savings Account (HSA).

**DELTA DENTAL PLAN OF VIRGINIA
DENTAL INSURANCE - EFFECTIVE OCTOBER 1, 2024**

BASIC PLAN

<u>TYPE OF COVERAGE</u>	<u>MONTHLY PREMIUM</u>	<u>COUNTY CONTRIBUTION</u>	<u>EMPLOYEE COST</u>	
			<u>MONTHLY*</u>	<u>INC/(DEC)</u>
Employee	20.28	12.00	8.28	(2.36)
Employee/Spouse	39.77	12.00	27.78	(4.68)
Employee/One Child	33.62	12.00	21.62	(3.96)
Family	66.58	12.00	54.58	(7.80)

COMPREHENSIVE PLAN

<u>TYPE OF COVERAGE</u>	<u>MONTHLY PREMIUM</u>	<u>COUNTY CONTRIBUTION</u>	<u>EMPLOYEE COST</u>	
			<u>MONTHLY*</u>	<u>INC/(DEC)</u>
Employee	30.99	12.00	19.00	2.38
Employee/Spouse	60.77	12.00	48.78	1.44
Employee/One Child	51.38	12.00	39.38	3.08
Family	101.74	12.00	89.74	18.88

**Amounts adjusted for cents*

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Information Only

Agenda Title:	General Presentations (<i>Board of Supervisors</i>)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	July 16, 2024	Item Number:	8.a.
Attachment(s):	None		
Reviewed By:			

The Board will present any Proclamations, Resolutions, and/or Certificates approved/adopted on the July Consent Agenda or at previous Meetings.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Case R-24-009: Sean Barbour; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the petitioner's request be granted. <i>(Supervisor Dalton)</i>						
Staff Contact(s):	Emily Ragsdale						
Agenda Date:	July 16, 2024	Item Number:	10.a.1.				
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>R-24-009 Barbour App</td> </tr> <tr> <td>2.</td> <td>R-24-009 Barbour map</td> </tr> </table>			1.	R-24-009 Barbour App	2.	R-24-009 Barbour map
1.	R-24-009 Barbour App						
2.	R-24-009 Barbour map						
Reviewed By:	JVH						

SUMMARY:

In Case R-24-009, Sean Barbour ("Petitioner") has petitioned to rezone 0.22 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (*to allow the property to be consolidated with adjacent parcels zoned A-1 and R-1*). The subject property is located on State Road 777/Yorkshire Drive, in the Callands-Gretna Election District, and shown on the Tax Maps as parts of GPIN #s 1572-74-3258 and 1572-74-4286. Once the property is rezoned to A-1 and R-1, all uses listed under Pittsylvania County Code § 35-178 and 35-222 are permitted. On June 4, 2024, the Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. For the Board's review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-24-009 as submitted. The subject property is adjacent to properties currently zoned A-1 , Agricultural District, and R-1, Residential Suburban Subdivision District, and the rezoning would be consistent with the County's Comprehensive Plan.

MOTION:

"In Case R-24-009, I make a Motion approving the rezoning of 0.22 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District, to allow property lines to be adjusted."

STAFF SUMMARY

<p><u>CASE</u> R-24-009</p>	<p><u>ZONING REQUEST</u> R-1 to A-1 and A-1 to R-1</p>	<p><u>CYCLE</u> June 2024/July 2024</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Sean Barbour, is requesting to rezone property from R-1, Residential Suburban Subdivision District to A-1, Agricultural District</p> <p>DISTRICT: Callands-Grenta</p>		<p>PLANNING COMMISSION: June 4, 2024</p> <p>BOARD OF SUPERVISORS: July 16, 2024</p> <p>ADVERTISED: May 22 & 29, 2024 and June 19 & 26, 2024</p>

SUBJECT

Requested by Sean Barbour, to rezone property located on State Road 777/Yorkshire Drive, in the Callands-Grenta Election District and shown on the Tax Maps as parts of GPIN #s 1572-74-3258 and 1572-74-4286. The applicant is requesting to rezone 0.22 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District to allow the property to be consolidated with adjacent parcels zoned A-1 and R-1.

BACKGROUND/DISCUSSION

Sean Barbour is requesting to rezone 0.22 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District, so that property lines may be adjusted. If rezoned, the property will be consolidated with an adjacent parcels currently zoned A-1, Agricultural District, and an adjacent parcel zoned R-1, Residential Suburban Subdivision District to allow the property to be consolidated with adjacent parcels zoned A-1 and R-1. All properties must share the same zoning classification to be consolidated, requiring the subject property to be rezoned prior to consolidation.

A plat titled *Sean P. Barbour* has been submitted with the application to identify the areas where zoning changes are necessary and to present the proposed property line adjustments.

Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use and once the property is rezoned to R-1, all uses listed under Section 35-222 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, zoned properties.

SITE DEVELOPMENT PLAN

Attached.

RECOMMENDATION

Staff recommends APPROVAL of Case R-24-009 submitted by Sean Barbour, requesting to rezone 0.22 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District to allow the property to be

consolidated with adjacent parcels zoned A-1 and R-1. The property is adjacent to parcels zoned A-1 and R-1.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-24-009 as submitted.
2. Recommend denial of Case R-24-009 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

I, Sean Barbour, as owner of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Sean Barbour
Address: 1696 Yorkshire Drive

2. Location of Property: On State Rd 777/Yorkshire Drive

Telephone: 434-327-2817
Sean Barbour

3. Tax Map Numbers: part of 1572-74-3258 and 1572-74-4286

4. Election District: Callands-Grenta

Total Amount: \$ 326.07
Taken By: _____

5. Size of Property: 0.22 acres and 0.01

6. Existing Land Use: Vacant

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: To combine with the adjacent property

Proposed Zoning: A-1, Agriculture District and to R-1 Residential Suburban Subdivision District

8. Are conditions being proffered: _____ Yes X No

9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input type="checkbox"/> List of Adjoining Properties
<input checked="" type="checkbox"/> Plat Map	<input type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.


Sean Barbour.

OFFICE USE ONLY

Application Deadline: 4/25/24

Received By: ESR

B.O.S. Meeting Date: 07/16/24

Application No. R-24-005

P.C. Meeting Date: 06/04/24

Date Received: 04/16/24

Action: _____

*JB
Pd
Cash*

May 17, 2024

Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Sean Barbour, as owner, would like to apply to the Planning Commission/Board of Supervisors to, rezone property located on State Road 777/Yorkshire Drive, in the Callands-Gretna Election District and shown on the Tax Maps as parts of GPIN #s 1572-74-3258 and 1572-74-4286. The applicant is requesting to rezone 0.22 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District to allow the property to be consolidated with adjacent parcels zoned A-1 and R-1.

I am requesting to rezone this parcel from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, and 0.01 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District to allow the property to be consolidated with adjacent parcels zoned A-1 and R-1

Sincerely,

A handwritten signature in black ink, appearing to read "Sean Barbour", written over a horizontal line.

Sean Barbour

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

0.22 acre of land and 0.01, generally located)
at Yorkshire Drive within the)
Callands-Grenta Election District and recorded)
as parcel ID # 1572-74-3258 and 1572-74-4286 in the)
Pittsylvania County tax records)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, Sean Barbour, respectfully files this petition.
pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in
accordance with the Code of Virginia, 1950, as amended, and would respectfully show the
following:

- (1) The Petitioner is the Owner of the above-referenced parcel.
- (2) The properties are presently zoned under the provisions of the Pittsylvania
County Zoning Ordinance as R-1, Residential Suburban Subdivision
District. & A-1 Agricultural District.
- (3) Your petitioner now desires to have the property rezoned to A-1,
Agricultural District & to R-1, Residential Suburban Subdivision District.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of
Pittsylvania County be amended and that the above-referenced parcel of land be rezoned
as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the
Director of Community Development to the Pittsylvania County Planning Commission
for its consideration and recommendation.

Respectfully submitted,


Sean Barbour



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R24-009 Applicant  Date 05-16-2024

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
1572-64-9014	Stephen Cassidy	1765 Yorkshire Drive	Sandy Level, VA 24161
1572-74-3149	Sean Barbour	1696 Yorkshire Drive	Sandy Level, VA 24161
1572-74-4286	Stephen Cassidy	249 Dower Lane	Strasburg, VA 22657
1572-65-2002	Virginia Barbour	1847 Yorkshire Drive	Sandy Level, VA 24161
1572-83-9762	Joshua Souders	1740 Yorkshire Drive	Sandy Level, VA 24161

R-24-009 Sean Barbour

BK 1165PG635
99-06839

DOCUMENT PREPARED BY: JESSE W. OVERBEY, Attorney at Law
YEATTS, OVERBEY & RAMSEY
4 N. Main Street
Chatham, Virginia 24531

THIS QUITCLAIM DEED, made and entered into this 6th day of July, 1999, by and between PETER BANYAI and SUSAN HARLOW, Husband and Wife, (Grantors) parties of the first part; and STEPHEN GUY CASSIDY, (Grantee) party of the second part.

WHEREAS, the party of the second part hereto has requested the parties of the first part hereto to quitclaim the hereinafter described realty unto him; Now, Therefore, This Quitclaim Deed

W I T N E S S E T H:

THAT for and in consideration of the premises, the parties of the first part hereto do hereby release, remise, quitclaim and convey any and all right, title and interest, unto the party of the second part, in and to the following described realty situate, lying and being in Pittsylvania County, Virginia, and more particularly described as follows:

(BEING A PORTION OF TAX PARCEL NO. 40-03-01): BEGINNING at iron marking the southeasternmost front corner of Lot No. 2, as shown on "Plat of Survey for Steven Cassidy," by John David Jacobs, Certified Land Surveyor, dated June 25, 1999, (date of Field Survey - June 3, 1999), a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, to which reference is hereby made, a new corner with the strip hereby conveyed; thence along the front line of said Lot No. 2, N 6° 02' 13" W (reversing course) 73.00 feet to iron; thence a new line in an easterly direction approximately 20 feet, more or less, to a point in the western margin of the right of way of State Route No. 777 (Yorkshire Drive) to a point, which point shall be located so that said line forms a right angle with the western margin of the right of way of State Road No. 777; thence in a southerly direction along the western margin of the right of way of said State Road No. 777, 73 feet, more or less, to a point, which point shall be located so that a line to the point and place of beginning shall form a right angle with the western margin of the right of way of said road; thence said new line in a westerly direction to the point and place of beginning, approximately 15 feet, more or less, and being a strip between said Lot No. 2 and State Road 777; and BEING, in fact, a portion of the realty conveyed Peter Banyai and Susan Harlow, husband and wife, as

LAW OFFICES
YEATTS, OVERBEY & RAMSEY
CHATHAM, VIRGINIA

COLEMAN E. YEATTS, SR. (1906-1993)
JESSE W. OVERBEY
LINDA F. RAMSEY

BK 1165PG636

Tenants by the Entirety with the Right of Survivorship as at Common Law, by Deed dated November 12, 1997, from Stephen A. Lane and Karen G. Lane, husband and wife, recorded in Deed book 1097 at page 322, to which said Deed further reference is hereby made.

SUBJECT, HOWEVER, to all easements and rights of way of record or in place and affecting said realty.

WITNESS the following signatures and seals:

Peter Banyai (SEAL)
PETER BANYAI

Susan Harlow (SEAL)
SUSAN HARLOW

STATE OF VIRGINIA

COUNTY OF PITTSYLVANIA, to-wit:

The foregoing instrument was acknowledged before me this 9th day of July, ¹⁹⁹⁹~~1996~~, by PETER BANYAI and SUSAN HARLOW, Husband and Wife, in my jurisdiction aforesaid.

My commission expires: 02-28-2003

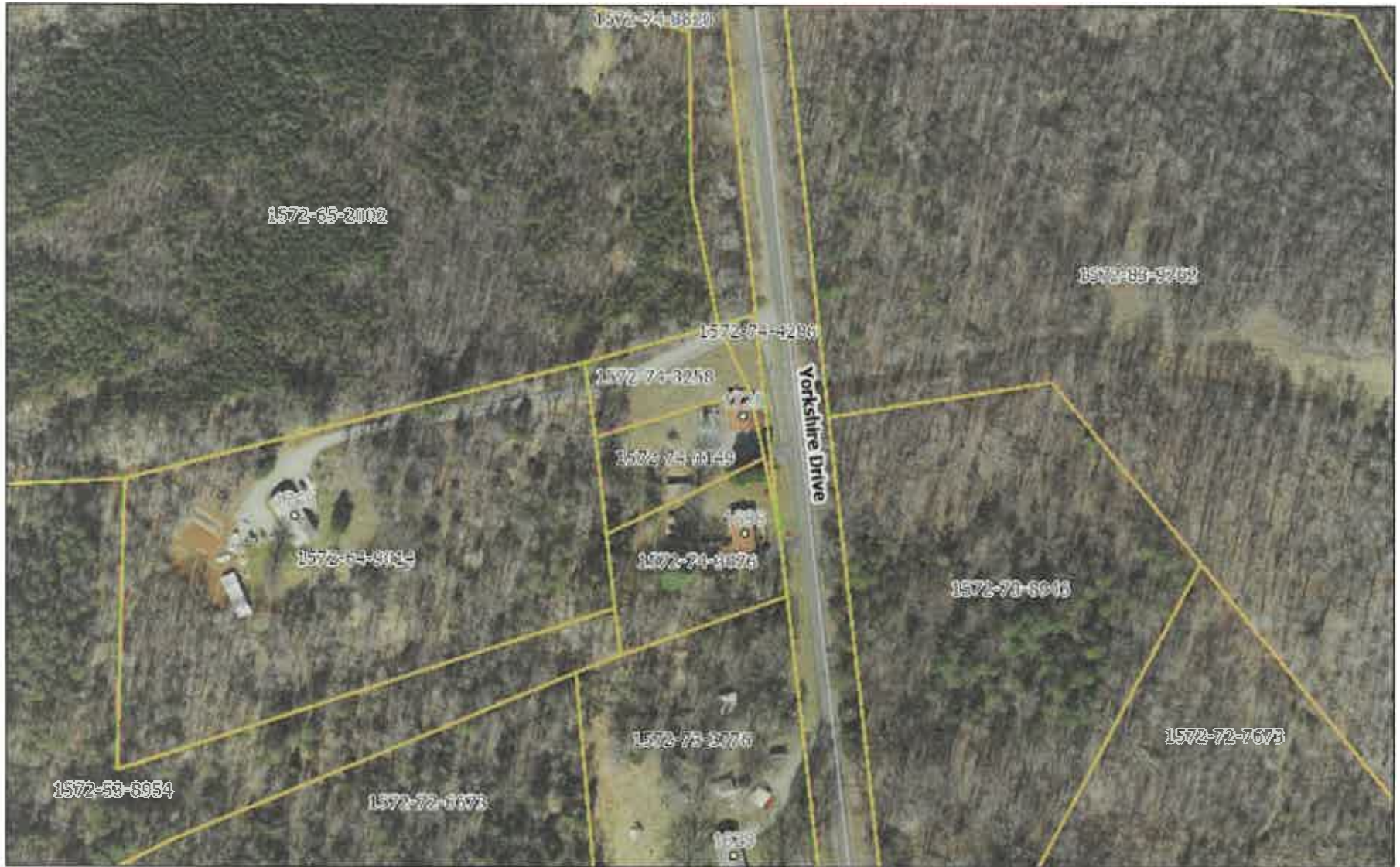
[Signature]
Notary Public

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION.

VIRGINIA:		CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY	
Clerk	301		
St. R. Tax	039	12.00	
Co. R. Tax	213		
Grantor Tax	038/220		
VSLF	145	\$1.00	
Transfer	212	1.00	
Tech Fee	106	3.00	
Total		\$ 17.00	

The foregoing instrument with acknowledgement was admitted to record on July 19 19 99 at 11:40 A M. in D.B. 1165 Page 635 Inst. No. 99-06839
Taste: H.F. HAYMORE, JR., CLERK
By: [Signature] Deputy Clerk

ArcGIS Web Map



4/17/2024 12:08:00 PM



Esri Community Maps Contributors, INEGI, © OpenStreetMap contributors, Microsoft, Esri, TomTom, Garmin, Swatch, GeoTechnologies, Inc, METI/NASA, USGS

R1 to A1 to

zoned: Ag
Virginia C. Barbour
GPIN1572-65-2002
DB855 P670

N68°15'11"E 264.07'
(Parcel A 0.22-Acre from Barbour)
gravel drive * zoned: RSS

zoned: Ag
Stephen G. Cassidy
GPIN1572-74-4286
DB1165 P635

SOURCE OF TITLE:

SEAN P. BARBOUR
I#14/05806
I#15/06366
GPIN1572-74-3076
GPIN1572-74-3258
GPIN1572-74-3149

Parcel B:
Shirley D. Cassidy
Part of GPIN1572-73-3776
Will I#20/01000
DB513 P331

NORTH MB43/241E

NOTE:

Line from 'A' to 'B' is along old Deerwood Road

0.04 Acre between old road and present road right-of-way, A portion of this is described as Parcel 3 in I#14/05806 to Sean P. Barbour. However, the chain of title is unclear and it originally went with the U. S. Gypson tract across the present road.

Parcel 1 containing 0.05-acre and Parcel 2 containing 0.07-acre and Parcel B containing 0.21-Ac and that 0.01-acre portion of GPIN 1572-74-4286 are to be added to and become an integral part of GPIN1572-74-3218 containing 0.77-acre for a new total area of 2.04 acres.

Parcel A containing 0.22-acre and residue GPIN 1572-74-4286 containing 0.02-acre are to be added to and become an integral part of GPIN1572-64-9014 containing 5.02 acres for a new total area of 5.26 acres.

zoned: Ag
Lot 1
MB43/241E

Stephen G. Cassidy
GPIN1572-64-9014
DB1165 P633

* 30' Joint Easement
& Right-of-way
see I#15/06366
& MB43/241E

NEW TOTAL AREA: 5.26 ACRES

zoned: RSS
(Residential Suburban Subdivision)
0.99 Acre - 0.22 Ac = 0.77 Acre
I#15/06366

NEW TOTAL AREA: 2.04 ACRES

N05°18'56"W 333.63'

line is hereby vacated

Parcel 1
0.98 Acre
I#14/05806
zoned: RSS

sheds

1-Story Dwelling #1696

pool & deck

zoned: RSS

Parcel B (0.21-Acre from Cassidy)

Stephen G. Cassidy
GPIN1572-53-8954
I#19/00793
DB879 P265
zoned: Ag

fd. iron near fence corner

S67°55'43"W 59.75' tie

Shirley D. Cassidy
Residue GPIN1572-73-3776
Will I#20/01000
DB513 P331
zoned: RSS

**PRELIMINARY for REZONING
PLAT SHOWING
PHYSICAL LOCATION SURVEY
and
PART & PARCEL ADDITION
1696 YORKSHIRE DRIVE
Callands-Gretna District
Pittsylvania County, VA
April 15, 2024
For Sean P. Barbour**



Southeast Survey Group, LTD.
P.O. Box 90
2292 Lynch Mill Road
Altavista, VA 24517-0090
434-309-1101



BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Case R-24-010: Daniel and Natasha Gasser; Rezoning from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. <i>(Supervisor Ingram)</i>		
Staff Contact(s):	Emily Ragsdale		
Agenda Date:	July 16, 2024	Item Number:	10.a.2.
Attachment(s):	1.	R-24-010 Gasser App	
	2.	R-24-010 Gasser Map	
Reviewed By:	JVH		

SUMMARY:

In Case R-24-010, Daniel and Natasha Gasser ("Petitioners") have petitioned to rezone 47.67 acres from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District *(to allow for an accessory structure to be placed on the property)*. The subject property is located on State Road 621/Primitive Baptist Road West, in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1461-54-9621. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On June 4, 2024, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. For the Board's review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-24-010 as submitted. The subject property is adjacent to properties currently zoned A-1, Agricultural District.

MOTION:

“In Case R-24-010, I make a Motion approving the rezoning of 47.67 acres from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure on the property.”

STAFF SUMMARY

<p><u>CASE</u> R-24-010</p>	<p><u>ZONING REQUEST</u> RC-1 to A-1</p>	<p><u>CYCLE</u> June 2024/July 2024</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Natasha Gasser, is requesting to rezone property from RC-1, Residential Combined Subdivision District to A-1, Agricultural District</p> <p>DISTRICT: Tunstall</p>		<p>PLANNING COMMISSION: June 4, 2024</p> <p>BOARD OF SUPERVISORS: July 16, 2024</p> <p>ADVERTISED: May 22 & 29, 2024 and June 19 & 26, 2024</p>

SUBJECT

Requested by Daniel and Natasha Gasser., to rezone property located on State Road 621/Primitive Baptist Road West, in the Tunstall Election District and shown on the Tax Maps as GPIN # 1461-54-9621. The applicant is requesting to rezone 47.67 acres, from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow an accessory structure to be placed on the property.

BACKGROUND/DISCUSSION

Natasha Gasser is requesting to rezone 47.67 acres, from RC-1, Residential Combined Subdivision District to A-1, Agricultural District, to allow for an accessory structure. The property is zoned RC-1, Residential Combined Subdivision District. The applicants are proposing to place an accessory structure in the front yard to store equipment and hay, as the rest of the property is used for agricultural uses. Under the current zoning classification, an agricultural use is only allowed as an incidental use. Section 35-51 of the Pittsylvania County Zoning Ordinance states that “incidental agricultural is permitted in any district that allows residential uses provided that such agricultural use shall not occupy over five (5) acres.” In order for the property to be used for agricultural uses with the current RC-1 zoning classification, the property the agricultural use cannot occupy more than five (5) acres. The applicants are requesting to rezone the property to bring the use of the properties into compliance with the current Ordinance requirements. Additionally, RC-1, Residential Combined Subdivision District, does not allow an accessory structure to be placed in the front yard. The applicants are proposing to construct an accessory structure to be used for agricultural purposes within the front yard of their property. This is due to the current property layout and the agricultural use occurring on the remainder of the property. This will only be allowed if the property is rezoned.

Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District, and RC-1, Residential Combined Subdivision District, zoned properties.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-24-010 submitted by Daniel and Natasha Gasser, requesting to rezone 47.67 acres located on State Road 621/Primitive Baptist Road, in the Tunstall Election District and shown on the Tax Maps as GPIN # 1461-54-9621. The subject property is adjacent to property currently zoned A-1, Agricultural District.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-24-010 as submitted.
2. Recommend denial of Case R-24-010 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

Natasha and Daniel Gasser, as owner of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Natasha and Daniel Gasser
Address: 466 Primitive Baptist Road Dry Fork, VA

2. Location of Property: Primitive Baptist Road

Telephone: 434-250-1594

3. Tax Map Number: 1461-54-9621

4. Election District: Tunstall District

Total Amount: \$386.90

Taken By: *[Signature]*

Cash 386.90
[Signature]

5. Size of Property: 47.67 acres

6. Existing Land Use: Single Family

Existing Zoning: RC-1, Residential Combined Subdivision District

7. Proposed Land Use: Accessory Structure

Proposed Zoning: A-1, Agricultural District

8. Are conditions being proffered: Yes X No

9. Check completed items:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan or Waiver | <input checked="" type="checkbox"/> Legal Forms |
| <input type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input checked="" type="checkbox"/> Plat Map | <input type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions
Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.

Natasha Gasser

Natasha and Daniel Gasser

OFFICE USE ONLY

Application Deadline: 04/25/24

Received By: ESR

B.O.S. Meeting Date: 07/16/24

Application No. R-24-010

P.C. Meeting Date: 06/04/24

Date Received: 04/16/24

Action: _____

April 18, 2024

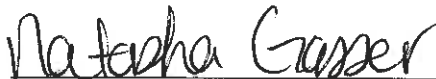
Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Natasha and Daniel Gasser, as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 47.67 acres, GPIN # 1461-54-9621, located at Primitive Baptist Road, in the Tunstall Election District.

I am requesting to rezone this parcel from RC-1, Combined Residential Subdivision District, to A-1, Agricultural District to allow for an Accessory Structure to be placed on the property.

Sincerely,

A handwritten signature in cursive script that reads "Natasha Gasser". The signature is written in black ink and is positioned above a horizontal line.

Natasha and Daniel Gasser

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

A parcel totaling 47.67 acres of land,)
generally located at Primitive Baptist Road within)
the Tunstall Election District and recorded) **PETITION**
as parcel ID # 1461-54-9621)
in the Pittsylvania County tax records.)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioner, Natasha, and Daniel Gasser, respectfully files this petition. pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Owner of the above-referenced parcel.
- (2) The properties are presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RC-1, Combined Residential Subdivision District
- (3) Your petitioner now desires to have the properties rezoned to A-1, Agricultural District.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Natasha and Daniel Gasser



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case _____ Applicant Natasha Gasser Date 5-15-24

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
1461-53-5022	Bryson Carter	581 Primitive Baptist Road	Dry Fork, Va 24549
1461-62-5579	Connie Horsley	477 Primitive Baptist Rd.	Dry Fork, Va 24549
1461-63-8406	Jimmy Turner Jr.	425 Primitive Baptist Rd.	Dry Fork, Va 24549
1461-74-0543	Donald Reynolds	236 Primitive Baptist Rd.	Dry Fork, Va 24549
1461-65-8082	Roger Newton II	295 Morgan Lane	Dry Fork, Va 24549
1461-65-6308	Richard Petty	432 Morgan Lane	Dry Fork, Va 24549
1461-55-9876	Curtis Shelton	488 Morgan Lane	Dry Fork, Va 24549
1461-56-3620	Deborah White	621 Hinesville Rd.	Dry Fork, Va 24549
1461-46-7065	Mahesh Srinivasaiah	2257 Holtwood Way	Apex, NC 27523
1461-44-2001	Paul Powell	584 Primitive Baptist Rd.	Dry Fork, Va 24549

R-24-010 Natasha Gasser

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Case R-24-011: Anchorstone Advisors SOVA, LLC; Amending the future land use designation from Medium and High Density Residential and Commercial to Industrial; and Rezoning from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to M-2, Industrial District, Heavy. The Planning Commission recommended by a 7-0 vote, with opposition, that the Petitioner's request be granted. <i>(Supervisor Hite)</i>								
Staff Contact(s):	Emily Ragsdale								
Agenda Date:	July 16, 2024	Item Number:	10.a.3.						
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>R-24-011 Anchorstone App</td> </tr> <tr> <td>2.</td> <td>R-24-011 Anchorstone Map</td> </tr> <tr> <td>3.</td> <td>Proffer Statement Anchorstone Rezoning (Revised July 2024)</td> </tr> </table>			1.	R-24-011 Anchorstone App	2.	R-24-011 Anchorstone Map	3.	Proffer Statement Anchorstone Rezoning (Revised July 2024)
1.	R-24-011 Anchorstone App								
2.	R-24-011 Anchorstone Map								
3.	Proffer Statement Anchorstone Rezoning (Revised July 2024)								
Reviewed By:	JVH								

SUMMARY:

In Case R-24-011, Anchorstone Advisors SOVA, LLC ("Petitioner"), has petitioned to amend the County's Comprehensive Plan Future Land Use Designation for a total of 945.79 acres from Medium and High Density Residential and Commercial to Industrial, and to rezone the same property from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to M-2, Industrial District, Heavy *(to allow for a data center on the property)*. The subject property is located on and off of U.S. Highway 58 and State Road 735/Cedar Road, in the Dan River Election District, and shown on the Tax Maps as GPIN #s 2357-10-5598, 2357-11-7355, 2357-11-6287, 2357-11-6128, 2357-11-5160, 2357-11-5012, 2357-21-0330, 2357-11-9266, 2357-11-9107, 2357-11-8059, 2357-11-7091, 2357-10-5587, 2356-37-0437, 2356-26-6541, 2356-36-0964, 2356-26-4413, 2356-36-6307, 2356-44-2986, 2356-44-3500, 2356-14-1338, 2356-13-5596, 2356-03-5520, 2346-73-0926, 2346-64-2159, 2346-74-1088, 2346-74-4339, 2346-74-5770, 2346-85-6216, 2356-07-6095, 2356-26-2181, 2356-29-2703, 2357-20-7180, and 2357-21-

6495. Once the property is rezoned to M-2, all uses listed under Pittsylvania County Code § 35-402 are permitted. On June 4, 2024, the Planning Commission recommended, by a 7-0 vote, with opposition, that the Petitioner's request be granted. For the Board's review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-24-011 as submitted with the proffers offered by the Petitioner. The subject property is adjacent to properties currently zoned M-2, Industrial District, Heavy.

MOTION:

"In Case R-24-011, I make a Motion amending the County's Comprehensive Plan Future Land Use Designation for a total of 945.79 acres from Medium and High Density Residential and Commercial to Industrial, and rezoning the same 945.79 acres from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to M-2, Industrial District, Heavy."

STAFF SUMMARY

<p><u>CASE</u> R-24-011</p>	<p><u>ZONING REQUEST</u> A-1 and R-1 to M-2</p>	<p><u>CYCLE</u> June 2024/July 2024</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Anchorstone Advisors SOVA, LLC., is requesting to rezone property from A-1, Agricultural District and R-1, Residential Suburban Subdivision District to M-2 Heavy Duty</p> <p>DISTRICT: Dan River District</p>		<p>PLANNING COMMISSION: June 4, 2024</p> <p>BOARD OF SUPERVISORS: July 16, 2024</p> <p>ADVERTISED: May 22 & 29, 2024 and June 19 & 26, 2024</p>

SUBJECT

Requested by Anchorstone Advisors SOVA LLC, to rezone property located on and off of U S Highway 58 and State Road 735/Cedar Road, in the Dan River Election District and shown on the Tax Maps as GPIN #s 2357-10-5598, 2357-11-7355, 2357-11-6287, 2357-11-6128, 2357-11-5160, 2357-11-5012, 2357-21-0330, 2357-11-9266, 2357-11-9107, 2357-11-8059, 2357-11-7091, 2357-10-5587, 2356-37-0437, 2356-26-6541, 2356-36-0964, 2356-26-4413, 2356-36-6307, 2356-44-2986, 2356-44-3500, 2356-14-1338, 2356-13-5596, 2356-03-5520, 2346-73-0926, 2346-64-2159, 2346-74-1088, 2346-74-4339, 2346-74-5770, 2346-85-6216, 2356-07-6095, 2356-26-2181, 2356-29-2703, 2357-20-7180 and 2357-21-6495. The applicant is requesting to amend the Pittsylvania County Comprehensive Plan Future Land Use Designation for a total of 945.79 acres from Medium and High Density Residential and Commercial to Industrial and rezone the same properties from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to M-2, Industrial District, Heavy, to allow for a data center on the property.

BACKGROUND/DISCUSSION

Anchorstone Advisors SOVA, LLC., is requesting to amend the Pittsylvania County Comprehensive Plan Future Land Use Designation for a total of 945.79 acres from Medium and High Density Residential and Commercial to Industrial and rezone the same property from A-1, Agricultural District and R-1, Residential Suburban Subdivision District, to M-2, Industrial District, Heavy Industry, to allow for a Data Center Complex to be placed on the property. The property is currently vacant. If rezoned, the applicant is proposing to add a Data Center Complex. On May 21, 2024, the Board of Supervisors amended Pittsylvania County Code § 35-403 to add data center as a use permitted by Special Use Permit within the M-2, Industrial District, Heavy Industry, zoning district. The Board of Supervisors also added § 35-142, providing supplementary regulations for data center uses. These supplementary regulations are included in the packet.

The applicant has met with Community Development, Public Works, Public Safety, VDOT, Danville Utilities, and County Administration regarding the proposed project to discuss possible impacts on infrastructure and neighboring properties. Proffers have been submitted by the applicant to address many concerns that arose during this meeting.

A Special Use Permit will be required by PCC § 35-403 prior to a Building Permit being issued.

Once the property is rezoned to M-2, all uses listed under Section 35-402 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Medium to High Density Residential and Commercial; however, neighboring properties are designated as Industrial.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District and R-1, Residential Suburban Subdivision District to M-2 Heavy Duty, zoned properties.

SITE DEVELOPMENT PLAN

Attached.

RECOMMENDATION

Staff recommends APPROVAL of Case R-24-011 submitted by Anchorstone Advisors SOVA, LLC., requesting to amend the Pittsylvania County Comprehensive Plan Future Land Use Designation for a total of 945.79 acres from Medium and High Density Residential and Commercial to Industrial and rezone the same properties from R-1, Residential Suburban Subdivision District, and A-1, Agricultural District, to M-2, Industrial District, Heavy, located on and off of U S Highway 58 and State Road 735/Cedar Road, in the Dan River Election District and shown on the Tax Maps as GPIN #s 2357-10-5598, 2357-11-7355, 2357-11-6287, 2357-11-6128, 2357-11-5160, 2357-11-5012, 2357-21-0330, 2357-11-9266, 2357-11-9107, 2357-11-8059, 2357-11-7091, 2357-10-5587, 2356-37-0437, 2356-26-6541, 2356-36-0964, 2356-26-4413, 2356-36-6307, 2356-44-2986, 2356-44-3500, 2356-14-1338, 2356-13-5596, 2356-03-5520, 2346-73-0926, 2346-64-2159, 2346-74-1088, 2346-74-4339, 2346-74-5770, 2346-85-6216, 2356-07-6095, 2356-26-2181, 2356-29-2703, 2357-20-7180 and 2357-21-6495. The subject property is adjacent to property currently zoned M-2, Industrial District, Heavy Industry.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-24-011 as submitted.
2. Recommend denial of Case R-24-011 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

I/We, Anchorstone Advisors SOVA Limited Liability Company, as Owner Contract Purchaser (circle one) of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Current Owner of Property See Attached Exhibit A Telephone _____
Address _____ ZIP _____
2. Location of Property: 58 East - Dan River District Total Amount: _____
Taken By: _____
3. Tax Map Number: Please see attached Exhibit B
4. Election District: Dan River Magisterial District
5. Size of Property 945.79 acres/square feet
6. Existing Land Use: Partially Forested
Existing Zoning: A-1 Agricultural District & R-1
7. Proposed Land Use: Industrial
Proposed Zoning: M-2
8. Are Conditions being Proffered: Yes X No _____

9. Check-completed items:

_____ Letter of Application _____ 11" x17" Concept Plan _____ Legal Forms
 _____ Site Development Plan _____ Application Form _____ Plat Map
 _____ List of Adjoining Properties

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance. Anchorstone Advisors SOVA Limited Liability Company

Applicant By: Stene Alexander, Member
 Sworn to and subscribed before me in my presence this 24 day of APRIL 2024 in my City and State aforesaid, by Alicia Deutz Notary Public. My commission Expires: 12/09/24

OFFICE USE ONLY:
 Application No.: _____
 Application Deadline: 4/25/24 Hearing Date: 4C- 6/4/24
 Received by: ESR Date Received: 4/24/24
 BOS Hearing Date: 7-16-24 Action: _____

ALICIA DEUTZ
 NOTARY PUBLIC
 STATE OF DELAWARE
 My Commission Expires 12/09/2024

April 29, 2024

Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Anchorstone Advisors SOVA, LLC as Contract Purchaser, would like to apply to the Planning Commission/Board of Supervisors to rezone 945.79 acres, GPIN #'s see attached Exhibit B, located on Hwy 58 East, in the Dan River Election District.

I am requesting to rezone these parcels from A-1 Agricultural & R-1, Residential Suburban Subdivision District, to M-2, Heavy Industry to allow for a Data Center complex to be placed on the property.

Sincerely,



Anchorstone Advisors SOVA, LLC

Steve Alexander, Member

**Exhibit B
Rezoning Application of Anchorstone Advisors SOVA LLC**

Property

Tax Map Parcels – Mark Timothy Bowling			
2357-10-5598	R-1	2356-26-4413	R-1
2357-11-7355	R-1	2356-36-6307	A-1
2357-11-6287	R-1	2356-44-2986	A-1
2357-11-6128	R-1	2356-44-3500	R-1
2357-11-5160	R-1	2356-14-1338	A-1
2357-11-5012	R-1	2356-13-5596	R-1
2357-21-0330	R-1	2356-03-5520	A-1
2357-11-9266	R-1	2346-73-0926	R-1
2357-11-9107	R-1	2346-64-2159	R-1
2357-11-8059	R-1	2346-74-1088	R-1
2357-11-7091	R-1	2346-74-4339	R-1
2357-10-5587	R-1	2346-74-5770	R-1
2356-37-0437	A-1	2346-85-6216	A-1
2356-26-6541	R-1	2356-07-6095	A-1
2356-36-0964	R-1	2356-26-2181	R-1

Tax Map Parcels – Sellers			
2356-29-2703	A-1	2357-20-7180	A-1
2357-21-6495	R-1		

Exhibit A

Rezoning Application of Anchorstone Advisors SOVA LLC

Current Owners of Property:

Bowling Parcels:

Mark Timothy Bowling
350 Bowling Lane
Ridgeway, VA 24148
Phone: (276) 957-5003

Sellers Parcels:

Hubert C. Sellers, Jr.
Mary M. Sellers
Dudley Peyton Sellers
Hubert C. Sellers, III
2145 South Boston Rd
Danville, VA 24540
Phone: (434) 822-8263

VIRGINIA:

BEFORE THE BOARD OF SUPERVISORS OF
PITTSYLVANIA COUNTY

A 945.79 acre parcel of land,)
generally located south of HWY 58 East)
within the Dan River)
Election District, and recorded as)
parcel # See Attached Exhibit A in the)
Pittsylvania County tax records.)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY

WHEREAS, your Petitioner Anchorstone Advisors SOVA LLC respectfully files this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia 1950, as amended, and would respectfully show the following:

- 1) The Petitioner is the owner of the above-referenced parcel of land, or is the contract purchaser filing with the owner's consent.
- 2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as A-1 Agricultural & R-1 District.
- 3) Your petitioner now desires to have this property rezoned as Industrial; M-2 - Heavy Industry District for the purpose of developing, constructing and operating a permitted use at the property.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, Your Petitioner respectfully requests that this petition be referred by the Zoning Administrator to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,
Anchorstone Advisors SOVA Limited Liability Company



Petitioner By: Steve Alexander, Member

Sworn to and subscribed before me in my presence this 24 day of APRIL 2024 in my City and State
aforesaid, by Alicia Deutz Notary Public. My commission Expires: 12/09/24

ALICIA DEUTZ
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 12/09/2024

PITTSYLVANIA

COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-24-011 Applicant [Signature] Date 4/24/2024

Steve Alexander, Member

Sworn to and subscribed before me in my presence this 24 day of APRIL 2024 in my City and State aforesaid, by [Signature] Notary Public. My commission Expires: 12/09/24

ALICIA DEUTZ
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 12/09/2024

	GPIN	ASSESSED_GPIN	ACCOUNT_NAME1	ACCOUNT_NAME2	ACCOUNT_ADDR1
1	2356-05-3045	2356-05-3045	SCRUGGS CEMETERY ET ALS	WEBB, VIRGINIA STEPHENS ET ALS	C/O VIRGINIA S WEBB
2	2346-63-1823	2346-63-1823	SMITH, BESSIE ANN		985 CEDAR RD
3	2346-72-4367	2346-72-4367	ROSSON, STEVE LEE	ROSSON, ROBIN M	1125 CEDAR ROAD
—	2346-72-3299	2346-72-3299	ROSSON, STEVE LEE	ROSSON, ROBIN M	1125 CEDAR ROAD
—	2346-72-5378	2346-72-5378	ROSSON, STEVE LEE	ROSSON, ROBIN M	1125 CEDAR ROAD
4	2346-82-9188	2346-82-9188	CHANEY, DAVID ALAN II ET ALS	CHANEY, MATTHEW ET ALS	C/O DAVID ALAN CHANEY II
5	2346-76-3191	2346-76-3191	FIRST PIEDMONT CORPORATION		PO BOX 1069
6	2346-74-0583	2346-74-0583	MID-STATE HOMES INC		P O BOX 31601
7	2346-62-7447	2346-62-7447	LACKS, JESSICA VIRGINIA		1105 CEDAR RD
—	2346-62-8610	2346-62-8610	LACKS, JESSICA VIRGINIA		1105 CEDAR RD
8	2346-63-3516	2346-63-3516	TURNER, FRANKLIN M	TURNER, ANNETTE B.	1875 CLARKS MILL RD
—	2346-54-7094	2346-54-7094	FIRST PIEDMONT CORPORATION		PO BOX 1069
9	2346-53-8754	2346-53-8754	TRUSTEES OF CENTRAL BLVD CHURCH OF GOD		235 HAIRSTON ST
10	2346-53-9784	2346-53-9784	MILLER, OCTAVIUS LAMAR		1857 CLARKS MILL RD
—	2346-63-1783	2346-63-1783	MILLER, OCTAVIUS LAMAR		1857 CLARKS MILL RD
11	2346-64-0445	2346-64-0445	LEA, DAVID	LEA, MARGIE B	1657 CLARKS MILL RD
—	2346-64-0575	2346-64-0575	LEA, DAVID	LEA, MARGIE B	1657 CLARKS MILL RD
—	2346-64-0653	2346-64-0653	LEA, DAVID	LEA, MARGIE B	1657 CLARKS MILL RD
12	2346-64-3684	2346-64-3684	MITCHELL, PENCIE L		C/O ZELMA BRIM
—	2346-64-6806	2346-64-6806	FIRST PIEDMONT CORPORATION		PO BOX 1069
13	2346-98-4662	2346-98-4662	SHEETS, ALBERT B		1210 LOGAN LN
14	2346-88-0401	2346-88-0401	FUQUAY, STEVEN GEE		120 RIDGEDALE DR
15	2346-88-3481	2346-88-3481	HACKING, WILLIAM R JR	HACKING, CATHERINE R	18 DRESDEN COURT
—	2346-88-7173	2346-88-7173	SHEETS, ALBERT B		1210 LOGAN LN
16	2346-78-4016	2346-78-4016	WELLS, CAMWREN TATE		1220 LOGAN LANE
17	2346-65-9311	2346-65-9311	CUNNINGHAM, EVELYN DIANNE		1593 CLARKS MILL RD
18	2346-96-3862	2356-26-2181	BOWLING, MARK TIMOTHY		41 BOWLING LN
19	2356-42-2374	2356-42-2374	CORPENING, JAMES CALVERT		2665 CEDAR RD
20	2357-11-6658	2357-11-6658	KHC ASSOCIATES LLC		P O BOX 11435
—	2357-11-5619	2357-11-5619	KHC ASSOCIATES LLC		P O BOX 11435
21	2357-01-9561	2357-01-9561	DAVIS, JERRY R		2505 RIVERSIDE DR
22	2356-29-2703	2356-29-2703	SELLERS, HUBERT C JR ET ALS	SELLERS, MARY M ET ALS	142 GOUGH ST

—	2357-20-7180	2357-20-7180	SELLERS, HUBERT C JR ET ALS	SELLERS, MARY M ET ALS	142 GOUGH ST
23	2356-48-2944	2356-48-2944	REYNOLDS, GORDON F II ET ALS	MCKAY, HOPE R ET ALS	3990 QUEENS GRANT CT
24	2356-56-1704	2356-56-1704	EDMUNDS, WESLEY		C/O VIRINE STREATER
25	2356-26-5644	2356-26-5644	BRANDON, GEORGE W		179 HOLBROOK ST
—	2356-22-1584	2356-22-1584	CHANEY, DAVID ALAN II ET ALS	CHANEY, MATTHEW ET ALS	C/O DAVID ALAN CHANEY II
26	2357-21-0347	2357-21-0347	CHAMBERS, JUDITH SAMUELS		180 VISTA DRIVE
27	2357-11-7478	2357-11-7478	PULLON, JOSEPH ET ALS	AGEE, SHANNON RENEE ET ALS	C/O SHANNON AGEE
—	2356-05-1969	2356-26-2181	BOWLING, MARK TIMOTHY		41 BOWLING LN
—	2356-06-6560	2356-26-2181	BOWLING, MARK TIMOTHY		41 BOWLING LN
—	2356-25-0705	2356-26-2181	BOWLING, MARK TIMOTHY		41 BOWLING LN
—	2356-05-6183	2356-26-2181	BOWLING, MARK TIMOTHY		41 BOWLING LN
28	2357-00-5011	2357-00-5011	DANVILLE GENTRY FARM LLC		P O BOX 10309

GPIN	ASSESSED_GPIN	ACCOUNT_NAME1	ACCOUNT_NAME2	ACCOUNT_ADDR1	ACCOUNT_CSZ
-	2357-10-5598	2357-10-5598	BOWLING, MARK TIMOTHY		41 BOWLING LN RIDGEWAY, VA 24148
-	2357-10-5587	2357-10-5587	BOWLING, MARK TIMOTHY		41 BOWLING LN RIDGEWAY, VA 24148
29	2357-21-3747	2357-21-3747	THOMASON, STEVEN R		2286 MOUNTAIN HILL RD RINGGOLD, VA 24586
30	2357-21-6675	2357-21-6675	OWEN, JAMES H	OWEN, PAUL D	3626 SOUTH BOSTON HWY RINGGOLD, VA 24586
31	2357-21-4798	2357-21-4798	THOMASON, STEVEN		2286 MOUNTAIN HILL RD RINGGOLD, VA 24586
32	2357-30-4686	2357-30-4686	MILAM, EDMOND T SR		590 COUNTRY DRIVE RINGGOLD, VA 24586
33	2356-48-2944	2356-48-2944	REYNOLDS, GORDON F II ET ALS	MCKAY, HOPE R ET ALS	3990 QUEENS GRANT CT HIGH POINT, NC 27265
-	2356-37-0437	2356-37-0437	BOWLING, MARK TIMOTHY		41 BOWLING LN RIDGEWAY, VA 24148
-	2356-07-6095	2356-07-6095	BOWLING, MARK TIMOTHY		41 BOWLING LN RIDGEWAY, VA 24148
34	2357-21-2618	2357-21-2618	BERKLEY, RICKEY LEE		427 WILLIAMSON RD DANVILLE, VA 24540
-	2357-21-1550	2357-21-1550	CHAMBERS, JUDITH SAMUELS		180 VISTA DRIVE RINGGOLD, VA 24586
-	2357-21-0347	2357-21-0347	CHAMBERS, JUDITH SAMUELS		180 VISTA DRIVE RINGGOLD, VA 24586
-	2357-21-0330	2357-21-0330	BOWLING, MARK TIMOTHY		41 BOWLING LN RIDGEWAY, VA 24148
-	2357-11-9266	2357-11-9266	BOWLING, MARK TIMOTHY		41 BOWLING LN RIDGEWAY, VA 24148
-	2357-21-0466	2357-21-1550	CHAMBERS, JUDITH SAMUELS		180 VISTA DRIVE RINGGOLD, VA 24586
-	2357-00-5011	2357-00-5011	DANVILLE GENTRY FARM LLC		P O BOX 10309 DANVILLE, VA 24543

SPECIAL POWER OF ATTORNEY

Property Description (Tax Map Number, Street Address or Common Description, Borough):

Approx. 855 acres, 58 East

Dan River Magisterial District

Tax Map # See Attached Exhibit A-1

I/~~we~~: Mark Timothy Bowling, ~~am/are~~

 the applicant for the above-referenced application

 X the owner(s) of the property described above

I/~~we~~ do hereby make, constitute, and appoint See attached Exhibit A-2, authorized agent of See attached Exhibit A-2, my/~~our~~ true and lawful attorney-in-fact, and grant unto my/~~our~~ attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to Application for Comp Plan Amendment & Rezoning to M-2, on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to Application for Comp Plan Amend & Rezoning to M-2 on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

I/~~we~~ ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to Application for Comp Plan Amend & Rezoning to M-2, on the Property.

By: Mark T. Bowling
Owner: Print Name Mark Timothy Bowling

By: _____

Commonwealth of Virginia City/County of Henry, to-wit:
Subscribed and sworn to before me this 24 day of April, 2024, in my City and State aforesaid, by Kristie Lynn Estep Notary Public.
My Commission Expires: May 31, 2025

"I was commissioned as Kristie Estep Johnston"



SPECIAL POWER OF ATTORNEY

Property Description (Tax Map Number, Street Address or Common Description, Borough):

Three parcels comprised of 90.79 acres

Route 58 East, Dan River Magisterial District

Tax Map # Tax Map Parcel 2356-29-2703 (43.89 acres), Tax Map Parcel 2357-21-6495 (.15 acres), and Tax Map Parcel 2357-20-7180 (46.75 acres)

~~I/we~~ Hubert C. Sellers Jr., Mary M. Sellers, Dudley Peyton Sellers and Hubert C. Sellers III _____

_____ the applicant for the above-referenced application

X the owner(s) of the property described above

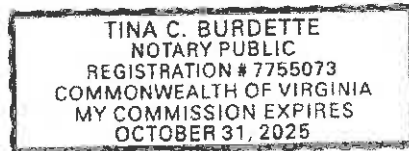
~~I/we~~ do hereby make, constitute, and appoint See attached Exhibit A, authorized agent of See attached Exhibit A, ~~my~~ our true and lawful attorney-in-fact, and grant unto

~~my~~ our attorney-in-fact full power and authority to make any and all applications and execute any related documents required in connection with all zoning and/or permitting matters related to Application for Comprehensive Plan Amendment & Rezone to M-2 on the above described property (the "Property"), and to perform all acts and make all agreements as such person shall deem necessary or appropriate in regard to said zoning and/or permitting matters, including but not limited to the following authority: the authority to negotiate with localities; to sign and submit proffers that would constitute binding conditions on the Property; to agree to conditions and bind the Property with conditions, whether through proffers or other agreements; to sign and submit applications, agreements and/or other documents in connection with rezoning, conditional rezoning, special use permits, conditional use permits, special exceptions, zoning variances, building permits and/or any other permits related to Application for Comp Plan Amend & Rezone to M-2 on the Property; and to modify or amend any documents in whole or in part relating to such applications, agreements and related documents.

~~I/we~~ ratify all actions taken to date in connection with the zoning and/or permitting of the Property related to Application for Comp Plan Amend & Rezone to M-2 on the Property.

Hubert C. Sellers Jr.

Owner: Print Name Hubert C. Sellers Jr.



Commonwealth of Virginia City/County of Pittsylvania

Subscribed and sworn to before me this 23rd day of April, 2024, in my City and State aforesaid, by Tina C. Burdette Notary Public

My Commission Expires October 31, 2025

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

(Signatures Continuation)

SPECIAL OF ATTORNEY.

Hubert C. Sellers Jr., Mary M. Sellers, Dudley Peyton Sellers and
Hubert C. Sellers, III

Owner: Mary M. Sellers
Print Name: Mary M. Sellers

TINA C. BURDETTE
NOTARY PUBLIC
REGISTRATION # 7755073
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2025

Commonwealth of Virginia City/County of Pittsylvania, to-wit:
Subscribed and sworn to before me this 23rd day of April, 2024, in my City and
State aforesaid, by Tina C. Burdette Notary Public.
My Commission Expires: October 31, 2024

Owner: Dudley Peyton Sellers
Print Name: Dudley Peyton Sellers






TINA C. BURDETTE
NOTARY PUBLIC
REGISTRATION # 7755073
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2025

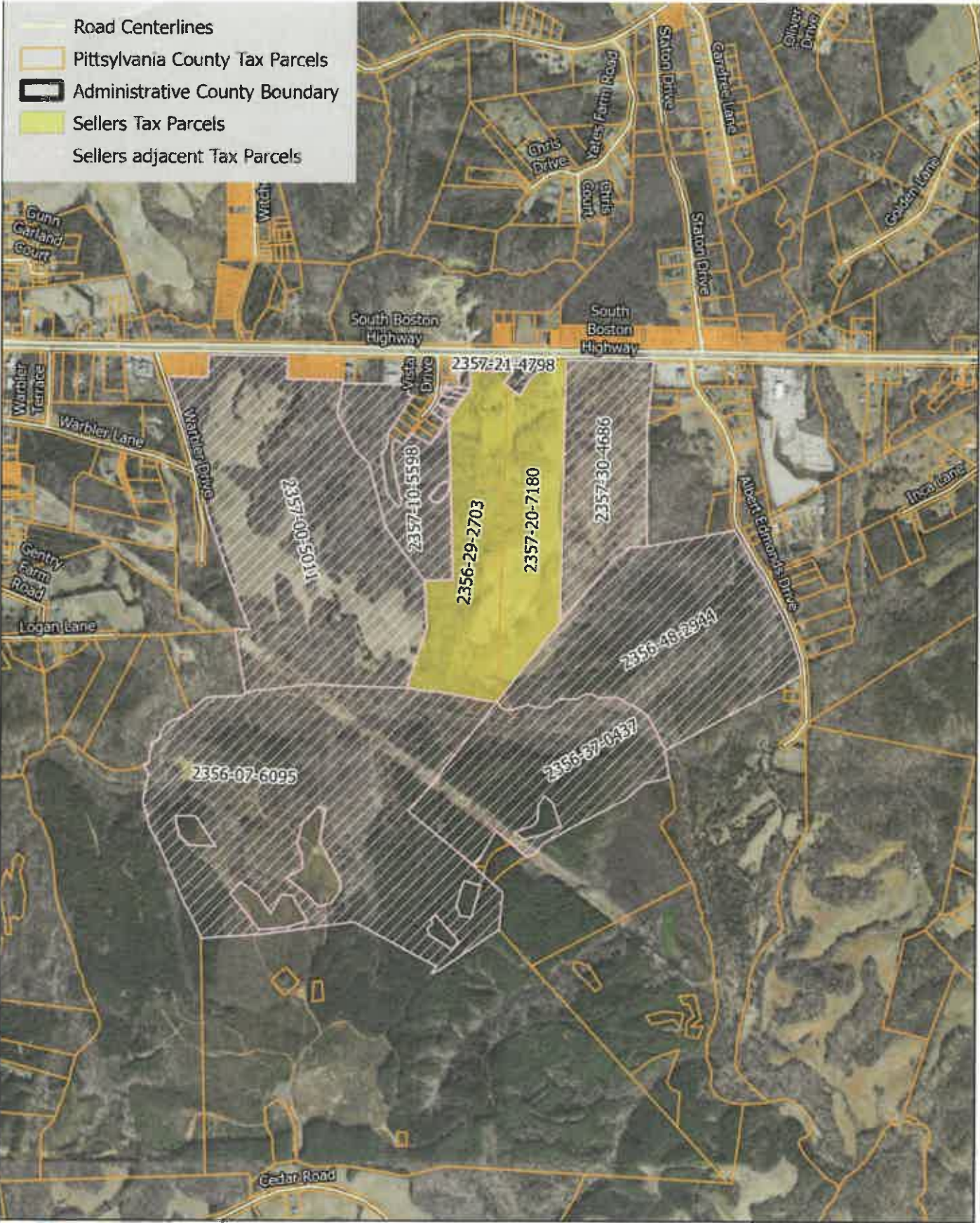
Commonwealth of Virginia City/County of Pittsylvania, to-wit:
Subscribed and sworn to before me this 23rd day of April, 2024, in my City and
State aforesaid, by Tina C. Burdette Notary Public.
My Commission Expires: October 31, 2025

Owner: Hubert C. Sellers, III
Print Name: Hubert C. Sellers, III

TINA C. BURDETTE
NOTARY PUBLIC
REGISTRATION # 7755073
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
OCTOBER 31, 2025

Commonwealth of Virginia City/County of Pittsylvania, to-wit:
Subscribed and sworn to before me this 23rd day of April, 2024, in my City and
State aforesaid, by Tina C. Burdette Notary Public.
My Commission Expires: October 31, 2025

-  Road Centerlines
-  Pittsylvania County Tax Parcels
-  Administrative County Boundary
-  Sellers Tax Parcels
-  Sellers adjacent Tax Parcels

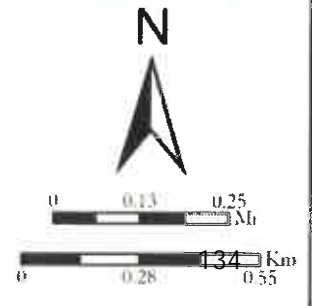







Pittsylvania County

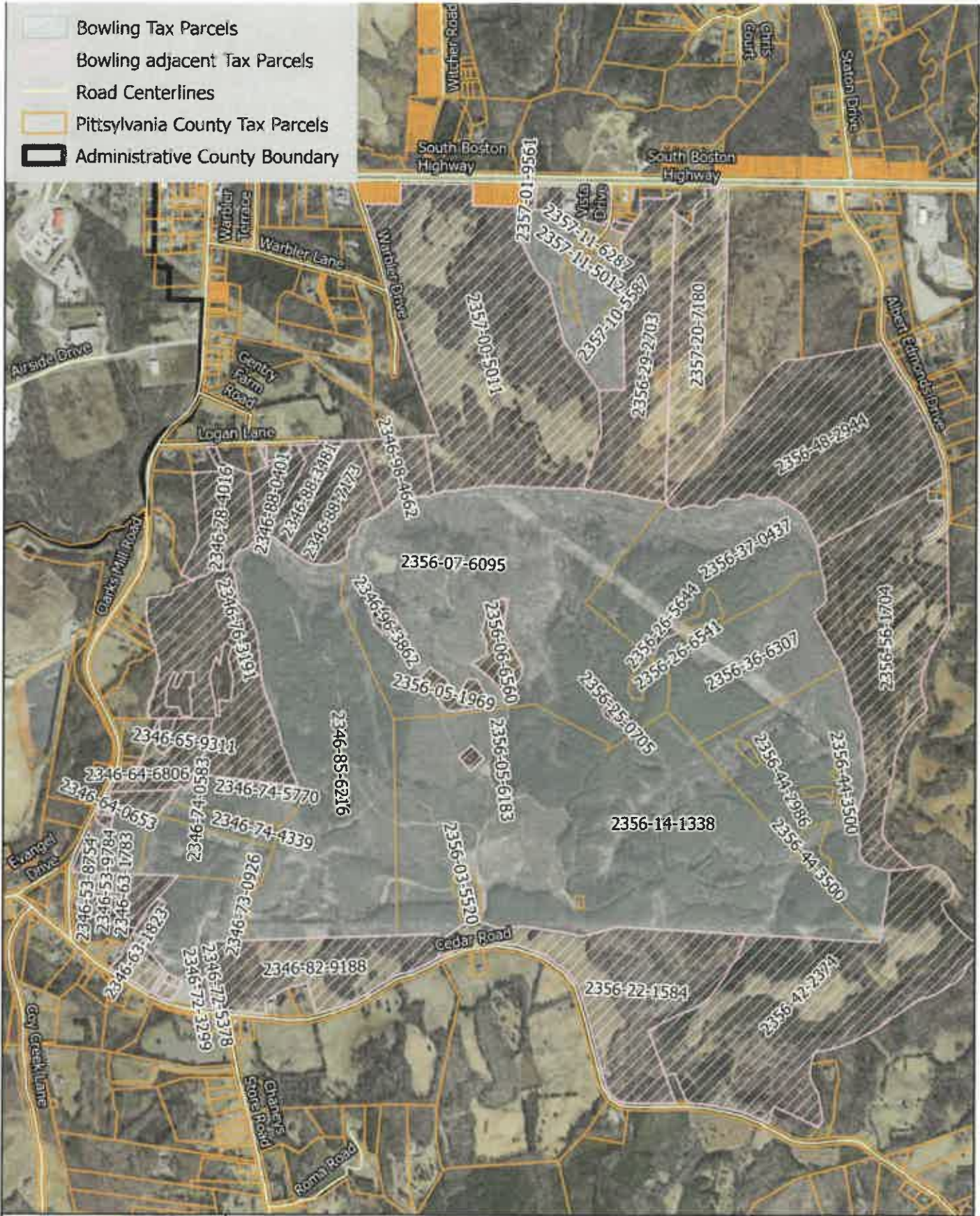
Esri, CGIAR, USGS, Virginia Geographic Information Network (VGIN), VGIN, Esri, TomTom, Garmin, Esri, NOAA, USGS, EPA, NPS, USFWS

4/29/2024

Coordinate System: NAD 1983 StatePlane Virginia South FIPS 4502 Feet



-  Bowling Tax Parcels
-  Bowling adjacent Tax Parcels
-  Road Centerlines
-  Pittsylvania County Tax Parcels
-  Administrative County Boundary

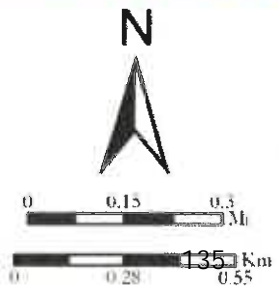


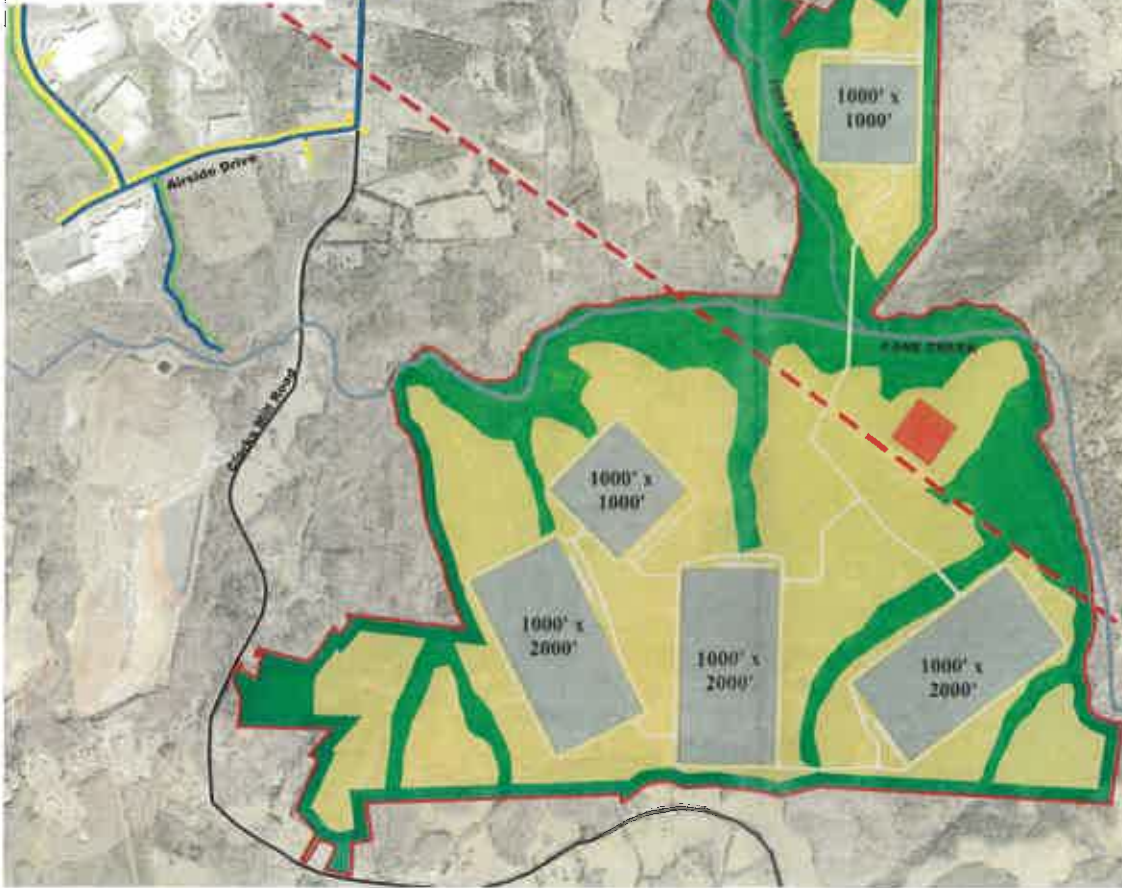
Pittsylvania County

Esri, CGIAR, USGS, Virginia Geographic Information Network (VGIN), VGIN, Esri, TomTom, Garmin, IAO, NOAA, USGS, EPA, NPS, USFWS

4/29/2024

Coordinate System: NAD 1983 StatePlane Virginia South FIPS 4502 Feet





Note:
The depictions of buildings, roads, and other site features shown on this plan are for conceptual purposes only. The size, orientation, and location of these elements are subject to change based on further design development, and regulatory requirements.

KEY

- PROJECT AREA
- DEVELOPMENT AREA ±635.7 ACRES
- OPEN SPACE
- 150 FOOT VEGETATIVE BUFFER
- EXISTING WATER
- EXISTING SEWER
- EXISTING NATURAL GAS
- EXISTING FIBER
- EXISTING 230 KV TRANSMISSION LINE

GRAPHIC SCALE 1"=1000'

1000 0 500 1000 2000

N

Pittsylvania County, VA
58 East Rezoning Map
Applicant: Anchorstone Advisors SOVA, LLC
April 25, 2024

**PROFFER STATEMENT FOR THE REZONING APPLICATION OF
ANCHORSTONE ADVISORS SOVA LIMITED LIABILITY COMPANY**

**Case Number R—24-____
July 16, 2024**

Pursuant to Virginia Code § 15.2-2298 and the Pittsylvania County Zoning Ordinance § Sec. 35-808, the undersigned owners of the property that is the subject of rezoning application (See attached **Exhibit A**) (collectively, the “Project,” “Property,” or “Development”) agree that the Property will be developed in accordance with the following voluntarily proffered conditions in the event the Property is rezoned from A-1 and R-1 to M-2 as requested in the rezoning application submitted by Anchorstone Advisors SOVA Limited Liability Company (“Applicant” or “Developer”):

1. Uses.

(a) Permitted and Special Use Permit Uses. The primary uses of the Property shall be limited to one or more of the following: Data Center; Warehousing and Distribution; Laboratory, Research and Development; Light Manufacturing; or Telecommunications Facility, each as defined by the Pittsylvania County Zoning Ordinance, as amended. The Applicant shall request a Special Use Permit (subject to approval by the Board of Zoning Appeals) if required in the M-2 District. Notwithstanding the foregoing, the following uses shall not be allowable uses of the Property: raceway, junkyard/salvage yard, landfill, or residential dwellings. Uses in support of the above permitted uses or those permitted with the approval of a Special Use Permit may be constructed on the Property, including but not limited to: (i) buildings for support offices, maintenance, and security, (ii) electric generation, distribution, transmission, and substation facilities to serve the Property, (iii) water and sewer facilities, (iv) communication, broadband, and fiber optic utilities, and (v) other supporting uses that relate to and support the primary uses described herein.

(b) Definitions. The primary uses of the Property shall be defined by the Pittsylvania County Zoning Ordinance, and generally consistent with the following definitions:

i. Data Center: A facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer and/or network equipment, systems, servers, appliances, and other associated components related to digital data operations. Such facility may also include air handlers, power generators, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support sustained operations at a data center.

ii. Warehousing and Distribution: Uses including storage, warehousing, and dispatching of goods within enclosed structures. Typical uses include wholesale distributors, e-commerce fulfillment centers, storage warehouses, and moving/storage firm. Incidental fleet vehicle parking and fueling may be provided as an accessory use.

iii. Laboratory, Research and Development: An establishment whose principal purpose is the research, compounding and/or packaging of scientific products, or research and development of innovative ideas in technology-intensive fields. Examples include research and

development of communication systems, robotics, transportation, geographic information systems, multi-media, and video technology. Development and construction of prototypes, incubator space, and light manufacturing may be associated with this use.

iv. **Light Manufacturing:** Establishments primarily engaged in the on-site production of goods including, assembly, packaging or fabrication of materials and products within enclosed structures without significant external effects such as smoke, noise, soot, vibration, odor, and the like. Uses may include, but are not limited to, a machine shop, or activities related to the production of musical instruments, furniture, medical appliances and supplies, pharmaceuticals, tools or hardware, any other product of a similar nature. Retail sales may be incidental to the manufacturing use.

v. **Telecommunications Facility:** Any unstaffed facility for the transmission and/or reception of radio, television, radar, cellular telephone, personal paging device, specialized mobile radio (SMR), and similar services. A broadcasting or communication tower usually consists of an equipment shelter or cabinet, a support tower or other structure used to achieve the necessary elevation, and the transmission or reception devices or antenna. Excluded are amateur radio antennas, which are defined separately. Also excluded are wireless communication antennas which fit the definition of Small cell facility and “Administrative review-eligible project” as defined in the Code of Virginia §15.2-2316.6 and supplied as Utility Service, Minor by the Zoning Ordinance.

2. **Transportation Network.** If the final use of the Property meets the threshold requirements for a traffic impact analysis, then the Applicant will submit to the County a traffic impact analysis performed in accordance with the Virginia Administrative Code (24 VAC 30-155). The Applicant agrees to perform any transportation improvements as required by VDOT, in accordance with the deadlines established in any permits, to mitigate for impacts to the public transportation system which will occur because of this Project. All required permits will be obtained from VDOT prior to construction for the applicable phase of Development. For all improvements to the existing transportation system and for all proposed streets that VDOT will be asked to maintain, the Applicant will arrange for a firm not otherwise related to the Applicant or contractor to provide inspection services for construction. Inspection and testing methodology and frequency shall be accomplished in accordance with the VDOT Materials Division's Manual of Instructions and the VDOT Road and Bridge Specifications. A report shall be submitted to VDOT summarizing the inspections steps taken, certifying the results of the inspection, and testing as accurate, and confirming that the streets or improvements were built to the approved specifications and pavement design, and signed and stamped by a professional engineer licensed to practice as such in the Commonwealth of Virginia.

3. **Fire and Emergency Services.** Prior to the issuance of the first building permit, the Applicant, owner, or operator will facilitate a meeting with the County’s Fire and Emergency Management Services who will be the first responders to the Project. The meeting shall describe relevant information that is critical to the emergency personnel when responding to emergencies at the Property. Subject to the security requirements of any users of the Property, the County’s Fire and Emergency Management Services may request similar meetings for new volunteers on no greater frequency than an annual basis.

4. Compliance with Laws. The Applicant, owner, operator and Project shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, including but not limited to the County's performance standards for data centers in effect at the time of the rezoning. The Applicant, owner, operator and Project shall obtain and, as necessary, maintain all applicable federal, state, and local permits.

5. Setbacks. The Applicant will maintain a setback of principal building structures of not less than seventy-five feet (75') from the exterior Property lines, unless the zoning designation of the adjacent parcel requires a larger setback. There shall be no required setbacks for parcels that are internal to the Project.

6. Riparian Buffer. The Applicant shall retain a riparian buffer, as defined by the DCR or Department of Forestry, of no less than 150 feet on each side of the Cane Creek regulatory floodway or Tom Fork regulatory floodway and shall provide other erosion control and stormwater management best practices to prevent erosion into Cane Creek or Tom Fork; provided, however that the Applicant may construct improvements to cross Cane Creek and Tom Fork and any buffer as needed for access across the Property or for the installation of utilities.

7. Screening and Vegetation. On the site development plan for each phase of the Property, the Applicant will identify tree save areas and will maintain at a minimum a thirty foot (30') vegetative buffer on the perimeter of the Property that adjoins property that is not included in the rezoning application. If the Applicant is required to disturb areas within the minimum thirty foot (30') vegetative buffer to construct any improvements or such vegetative buffer does not exist, then the Applicant will install supplemental plantings consisting of staggered rows of planted trees and large shrubs that are intended for screening. At least fifty percent (50%) of the trees and/or shrubs used in the staggered rows shall be evergreen in nature. All planted vegetation shall be of varieties native or adaptable to the region that are expected to reach a minimum height of at least to fifteen (15) feet (or minimum of 10 feet if specifically designed for screening) in height at maturity and will be no less than six (6) feet at the time of planting.

8. Security and Security Fencing. The Applicant will utilize various techniques to secure the Property during site-preparation, construction, and materials and equipment deliveries, including but not limited to, technology monitoring, in person security personnel, fencing, and secured access controls. Each developed area within the Property will be enclosed by perimeter fencing not less than six (6) feet in height. Lighting shall be designed, installed and operated, so as to minimize off-site effects as much as reasonably practicable.

9. Water.

(a) The Applicant agrees that the Project shall be connected to public water infrastructure. Prior to the construction of the first building on the Property, the Applicant shall submit to the County, design plans for the applicable phase of Development, prepared by an engineer licensed in the Commonwealth of Virginia. The design plans shall show the existing and proposed water infrastructure necessary to serve the applicable phase of the Project. The design plans shall be in conformance with all County and State rules, regulations, and construction standards. In addition to the required on-site infrastructure, the design plans shall include any off-site improvements to public water facilities that will be required to support the Applicant's uses of the Property. The final sizes, lengths, and locations of the proposed on-site and off-site

improvements shall be reviewed and determined by the County and the utility provider based on the evaluation of existing conditions and capacity of the water mains to serve the Property, while maintaining the then current operation of the public water system.

(b) All on-site public water infrastructure within the Property that is necessary to serve the Applicant's uses of the Property shall be constructed at the Applicant's sole expense. The Applicant shall be responsible for its proportional share of costs and expenses for off-site improvements or upgrades to the existing public water infrastructure necessary to serve the Applicant's uses of the Property. The Applicant shall not be responsible for the costs and expenses of any planned capital improvement projects or upgrades by the County or the utility provider. All infrastructure and improvements constructed by the Applicant or its contractors shall be constructed in accordance with the approved design plans and shall be in conformance with State and County construction standards.

(c) Notwithstanding the Applicant's obligation to pay for all public water infrastructure to serve the Applicant's uses of the Property, if infrastructure funds are available through Federal or State sources, then the County or utility provider agrees to reasonably cooperate with the Applicant's request to obtain such funding for the Project. Application, identification, and administration for any such funding shall be the Applicant's responsibility so as not to burden the County or utility provider financially for such information. In the case of a reimbursable grant, all up-front expenditures shall be Applicant's responsibility, who shall request reimbursement from the County once those reimbursement funds are made available to the County.

10. Sewer.

(a) The Applicant agrees that the Project shall be served by public sewer infrastructure. Prior to the construction of the first building on the Property, the Applicant shall submit to the County, design plans for the applicable phase of Development, prepared by an engineer licensed in the Commonwealth of Virginia. The design plans shall show the existing and proposed sewer infrastructure necessary to serve the applicable phase of the Project. The design plans shall be in conformance with all County and State rules, regulations, and construction standards. In addition to the required on-site infrastructure, the design plans shall include any off-site improvements to public sewer facilities that will be required to support the Applicant's uses of the Property. The final sizes, lengths, and locations of the proposed on-site and off-site improvements shall be reviewed and determined by the County and the utility provider based on the evaluation of existing conditions and capacity of the sewer mains to serve the Property, while maintaining the then current operation of the public sewer system.

(b) All on-site public sewer infrastructure within the Property that is necessary to serve the Applicant's uses of the Property shall be constructed at the Applicant's sole expense. The Applicant shall be responsible for its proportional share of costs and expenses for off-site improvements or upgrades to the existing public sewer infrastructure necessary to serve the Applicant's uses of the Property. The Applicant shall not be responsible for the costs and expenses of any planned capital improvement projects or upgrades by the County or the utility provider. All infrastructure and improvements constructed by the Applicant or its contractors shall be constructed in accordance with the approved design plans and shall be in conformance with State and County construction standards.

(c) Notwithstanding the Applicant's obligation to pay for all public sewer infrastructure to serve the Applicant's uses of the Property, if infrastructure funds are available through Federal or State sources, then the County or utility provider agrees to reasonably cooperate with the Applicant's request to obtain such funding for the Project. Application, identification, and administration for any such funding shall be the Applicant's responsibility so as not to burden the County or utility provider financially for such information. In the case of a reimbursable grant, all up-front expenditures shall be Applicant's responsibility, who shall request reimbursement from the County once those reimbursement funds are made available to the County.

11. Local Labor and Trades. The Applicant will use reasonable efforts and will direct its contractors to use reasonable efforts to solicit labor and other trades from local sources, including advertising employment and construction opportunities and construction bidding through local public resources.

12. Construction. A construction management plan shall be submitted to the County prior to the approval of the land disturbance permit for any phase of development of the Project. The construction management plan shall document the proper administration of construction activities at the applicable phase of the Project.

13. Operational Sound and Testing. The Applicant shall comply with the County's Noise Control Ordinance. Unless exempted under the County's Noise Control Ordinance, any Data Center uses of the Property shall not produce sounds at level that exceeds 65 dBA as measured at the property line. The maximum sound level for other uses shall be governed by the County's Noise Control Ordinance.

(a) After completion of construction and prior to commencement of operation of a primary use, the Applicant shall submit a sound test prepared by a qualified member of the Acoustical Society of America (ASA), a Board Certified member of the Institute of Noise Control Engineering (INCE), or other credentialed professional. The purpose of such test is to confirm noise levels after completion of construction and prior to commencement of operation meet the requirements of this proffer and/or any additional use performance standards of the Zoning Ordinance and conditions associated with the use.

(i) If the sound test finds that noise levels exceed 65 dBA for a data center, 77 dBA between 7:00 a.m. – 10:00 p.m. or 65 dBA between 10:00 p.m. – 7:00 a.m. for another use, then there shall be no commencement of the use.

(ii) For projects completed in phases, the above testing requirements shall apply after construction of each phase and prior to full operation of the applicable phase.

(b) Annual Testing. Noise testing as specified in this proffer shall be conducted annually and submitted to the Zoning Administrator no later than July 1 of each calendar year for the life of the use.

(c) If the sound test finds that noise levels exceed the maximum permissible dBA stated in this proffer, the Applicant shall have 48 hours to mitigate the violation or operations shall be suspended and the Applicant shall cease the use until such time that the Applicant can demonstrate the noise levels are in compliance with this proffer.

(d) The Applicant agrees that the testing of any back-up generators at the Project shall be limited to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise required by applicable state or federal law or regulation.

14. Lighting. Lighting shall be designed to minimize off-site effects and shall adhere to dark sky principles while also considering reasonable security and safety lighting requirements.

15. Construction Access. The construction management plan for each phase of the Project shall require all construction traffic to use U.S. Hwy 58. Clarks Mill Road and Cedar Road and other secondary roads shall only be used for construction traffic if no other reasonable alternative exists, or in the case of emergencies and ongoing facility maintenance. The Applicant shall be responsible to ensure such vehicles comply with the above construction access limitations during the facility construction process.

The undersigned hereby warrants that all the owners of a legal interest in the subject Property have signed this Proffer Statement, that they have full authority to bind the property to these conditions, that the proffers contained in this statement are not “unreasonable” as that term is defined by Virginia Code, and that the proffers are entered into voluntarily. The undersigned certifies that, to the best of his, her, or its knowledge, the information in this Proffer Statement is true, accurate, and complete.

This Proffer Statement will bind the Applicant and any future owners of the Property.

Should any provision of this Proffer Statement be determined to be invalid by a court of competent jurisdiction, that determination shall not affect the validity of the remainder of the provisions in this document.

[signatures follow on next page]

MARK TIMOTHY BOWLING

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Acknowledged before me this _____ day of _____, 2024.

Notary Public

My Commission Expires:
Registration No.:

HUBERT C. SELLERS, JR.

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Acknowledged before me this _____ day of _____, 2024.

Notary Public

My Commission Expires:
Registration No.:

MARY M. SELLERS

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Acknowledged before me this _____ day of _____, 2024.

Notary Public

My Commission Expires:
Registration No.:

DUDLEY PEYTON SELLERS

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Acknowledged before me this _____ day of _____, 2024.

Notary Public

My Commission Expires:
Registration No.:

HUBERT C. SELLERS, III

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

Acknowledged before me this _____ day of _____, 2024.

Notary Public

My Commission Expires:
Registration No.:

**Exhibit A
Property**

Tax Map Parcels – Mark Bowling	
2357-10-5598	2356-26-4413
2357-11-7355	2356-36-6307
2357-11-6287	2356-44-2986
2357-11-6128	2356-44-3500
2357-11-5160	2356-14-1338
2357-11-5012	2356-13-5596
2357-21-0330	2356-03-5520
2357-11-9266	2346-73-0926
2357-11-9107	2346-64-2159
2357-11-8059	2346-74-1088
2357-11-7091	2346-74-4339
2357-10-5587	2346-74-5770
2356-37-0437	2346-85-6216
2356-26-6541	2356-07-6095
2356-36-0964	2356-26-2181

Tax Map Parcels – Sellers	
2356-29-2703	2357-20-7180
2357-21-6495	

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Public Hearing

Agenda Title:	Public Hearing: Solar Battery Siting Agreement (<i>RIFA Tupelo Project</i>)		
Staff Contact(s):	Matthew Rowe		
Agenda Date:	July 16, 2024	Item Number:	10.b.1.
Attachment(s):	1.	07-16-2024 Public Hearing Notice - Solar Battery Siting Agreement -	
	2.	Siting Agreement -clean version	
Reviewed By:	JVH		

SUMMARY:

In 2021, the General Assembly passed legislation giving localities additional measures to further regulate the development of utility-scale solar energy facilities. This legislation requires that any solar project or an energy storage project applicant give the host locality written notice of the applicant's intent to locate in the locality and request a meeting to discuss a related Siting Agreement. Once a Siting Agreement has been negotiated with the County, a Public Hearing must be held before it can be executed. This Public Hearing has been duly and legally advertised/noticed. For the Board's review and consideration, attached is a solar Siting Agreement for the Tupelo Solar Project to be located on RIFA-owned land. Said Siting Agreement has been successfully negotiated with the County.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable currently.

RECOMMENDATION:

Following the conducting of the legally required Public Hearing, County Staff recommends the Board approve the execution of the attached Siting Agreement for the Tupelo Solar Project.

MOTION:

"I make a Motion approving the execution of the attached Siting Agreement for the Tupelo Solar Project."

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, July 16, 2024, at 7:00 p.m., at the Board Meeting Room, 39 Bank Street, Chatham, Virginia 24531, to receive public comment on the potential consideration of a solar battery siting agreement for a potential solar project in Pittsylvania County, Virginia, as required by Virginia Code § 15.2-2316(B). Related documentation/information is available for public viewing at the County Administration Building, 1 Center Street, Chatham, Virginia 24531, Monday through Friday from 8:00 a.m. to 5:00 p.m., and on the County's website: www.pittsylvaniacountyva.gov.

SITING AGREEMENT

This **SITING AGREEMENT** (together with all exhibits appended hereto, this “*Siting Agreement*”) dated as of _____, 2024 (the “*Effective Date*”) is made by and between **Tupelo Storage, LLC**, a North Carolina limited liability company (“*Tupelo*”), and **THE COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “*County*”). Tupelo and the County may each be referred to herein as “*Party*” and collectively, the “*Parties*.”

RECITALS:

WHEREAS, Tupelo is proposing to develop an approximately 55 megawatt (“*MW*”) alternating current (“*ac*”) Battery Energy Storage System (“*BESS*”) (the “*Project*”) on certain parcels of land located in the County and identified by the Tax Map Numbers set forth in Exhibit A hereto (collectively, the “*Property*”); and

WHEREAS, pursuant to *Code of Virginia* Chapter 22, Title 15.2, Article 7.3 (the “*Siting Agreement Statute*”), Tupelo and the County may enter into a siting agreement with respect to an energy generating facility proposed to be located in the County; and

WHEREAS, pursuant to *Code of Virginia* § 15.2-2316.7, Tupelo is required to provide the County with written notice of Tupelo’s proposed intent to locate the Project in Pittsylvania County and request a meeting to discuss and negotiate a Siting Agreement (such notification, discussion and negotiation being the “*Siting Agreement Process*”);

WHEREAS, prior to the date hereof, Tupelo commenced the Siting Agreement Process with respect to the Project;

WHEREAS, the Project has a nameplate electrical energy generating capacity of 55 MW(ac), as shown in the first application of Tupelo for interconnection of the Project with the applicable utility, and thus in no event would a statutory exemption from local machinery and tools (“*M&T*”) taxation (as provided by *Code of Virginia* § 58.1 – 3508.6 and local ordinance) apply to the Project;

WHEREAS, the County has not adopted an ordinance pursuant to *Code of Virginia* § 58.1-2636 assessing a revenue share of up to \$1400 per MW(ac) (a “*Revenue Share Ordinance*”), and thus in the absence of this Siting Agreement the obligation to pay one hundred percent (100%) of applicable M&T tax would apply to the Project;

WHEREAS, pursuant to authority granted in the Siting Agreement Statute, the County wishes to enter into this Siting Agreement with Tupelo pursuant to which the County sets forth financial obligations of Tupelo in lieu of any obligation of Tupelo to pay M&T tax in any amount over the life of the Project;

WHEREAS, as set forth herein, the parties have negotiated the terms and conditions of this Siting Agreement, the effectiveness of which is conditioned on the negotiation of a Ground Lease with the Danville-Pittsylvania Regional Industrial Authority authorizing the use of the Property for the Project;

WHEREAS, pursuant to the requirement of *Code of Virginia* §15.2-2316.8(B), the County has held a public hearing in accordance with *Code of Virginia* §15.2-2204(A) for the purpose of considering this Siting Agreement; and

WHEREAS, at a meeting of the Board of Supervisors of Pittsylvania County (the “**Board**”), a majority of a quorum of the members of the Board approved this Siting Agreement.

NOW, THEREFORE, pursuant to *Code of Virginia* Chapter 22, Title 15.2, Article 7.2, intending to be legally bound hereby and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the Parties hereby agree as follows:

1. CAPITAL PAYMENT OBLIGATION.

- (a) Payment Schedule. Tupelo will make the following payment (the “**Capital Payment**”) to the County at the milestones set forth below in the total amount of \$15,000 per megawatt:
 - (i.) Initial Capital Payment at Ground Lease: Within ninety days of the execution of the Ground Lease as set forth in Section 4(a), Tupelo will transfer by wire to the County the initial Capital Payment in the amount of \$41,250.00.
 - (ii.) Second Capital Payment on Lease Anniversary: On the first anniversary of the execution of the Ground Lease, Tupelo will transfer by wire to the County an additional Capital Payment of \$82,500.00.
 - (iii.) Third Capital Payment Upon County Approvals: Within thirty days of the County’s approval of a site plan and Erosion and Sediment Control Permit for the Project, Tupelo will transfer by wire to the County an additional Capital Payment of \$247,500.00.
 - (iv.) Fourth Capital Payment No Later Than Second Lease Anniversary: On the earlier of: (a) the second anniversary of the execution of the Ground Lease, or (b) the date of the third Capital Payment as set forth in Subsection (iii) above, Tupelo will transfer by wire to the County an additional Capital Payment of \$82,500.00
 - (v.) Fifth Capital Payment Upon Approval of State-Level Permits: Within thirty days of the State Corporation Commission’s approval of a Certificate of Public Convenience and Necessity or Department of Environmental Quality permit by rule for the Project, Tupelo will transfer by wire to the County an additional Capital Payment of \$247,500.00.
 - (vi.) Final Capital Payment at Commercial Operation Date: Within five days after the date that the Project begins commercial electrical production (“**COD**”), Tupelo will

transfer by wire to the County the final Capital Payment in the amount of \$123,750.00.

- (b) Use of Payment. The Capital Payment is intended to be used, at the County's sole discretion, to (a) assist the County in addressing capital needs set out in the County's (i) capital improvement plan, (ii) current fiscal budget or (iii) fiscal fund balance and/or (b) support broadband (as defined in *Code of Virginia* § 56-585.1:9) funding, all as permitted by *Code of Virginia* § 15.2-2316.7.
- (c) Distinguished from Real Estate Taxes and Other Obligations. The Capital Payment is separate and distinct from all real estate taxes owed pursuant to Section 6.1.1 of Chapter 6 of the Pittsylvania County Code, and other taxes, fees, and ordinances that may be validly applicable to the Property.
- (d) Invalidity of Siting Agreement. If this Siting Agreement for any reason is found unenforceable or invalid by a court of law or other authority, or otherwise is terminated, with the legal effect that Tupelo is obligated to pay M&T tax in any amount under *Code of Virginia* § 58.1 – 3508.6 and/or local ordinance, any Capital Payment that has been released or paid to the County by Tupelo shall be credited against Tupelo's M&T tax obligation when due until the total amount of paid Capital Payment is exhausted.

2. ANNUAL PAYMENTS

- (a) Payment Obligation and Schedule. Commencing at COD, Tupelo will be obligated to make annual payments to the County as set forth in Exhibit B hereto (each an "**Annual Payment**" and collectively, the "**Annual Payments**"). The Annual Payments shall begin no later than thirty (30) days after COD and each anniversary of COD thereafter. The obligation to make the Annual Payments shall cease (as applicable, the "**Termination Date**") upon: (i) Tupelo's commencement of the decommissioning of all or a material portion of the Project, (ii) the cessation of operation of the Project for a continuous period of longer than one (1) year, or (iii) the 20th calendar year of commercial electricity generation of the Project in which the final payment on Exhibit B is shown. The Parties acknowledge that Tupelo's obligation to make Annual Payments shall be conditioned upon the Project's COD. Each Annual Payment shall be made to the County in any year in one lump sum.
- (b) No M&T Tax Liability. In consideration of the Annual Payments described in Section 2(a) above, the County covenants and agrees that, notwithstanding *Code of Virginia* § 58.1 – 3508.6 and in light of the powers granted to the County under *Code of Virginia* Chapter 22, Title 15.2, Article 7.3, (i) no M&T tax is assessable or chargeable with respect to the Project, (ii) it will at no time during the operation of the Project assert that such M&T tax is due and payable, and (iii) it hereby waives any such right of assessment or collection.
- (c) Revenue Share Ordinance Waived. Pittsylvania County hereby waives the opportunity to apply a Revenue Share Ordinance to the Project, if such an ordinance is adopted in the future, and the Parties acknowledge and agree that they shall be bound by and

subject to the provisions the Annual Payments described in Section 2(a), except as may be modified in any amendment of this Siting Agreement agreed to by the Parties.

(d) Public Service Company Property. The Parties acknowledge and agree that if the Project is owned by a public service corporation (including as a result of an assignment made pursuant to Section 7 of this Siting Agreement), the provisions pertaining to the taxation of real and tangible personal property of public service corporations under *Code of Virginia* Chapter 26 of Title 58.1 shall apply to the Property. The Parties acknowledge and agree that pursuant to Section 2(b) of this Siting Agreement, the County M&T tax assessable or chargeable to the Project for purposes of *Code of Virginia* § 58.1 – 2606(C) shall be zero. Each Party further agrees to file, and to cooperate with the other Party in the filing of, any reports, returns or other information that must be filed with the Virginia Corporation Commission or the Virginia Department of Taxation for the purpose of carrying out the purpose of Section 2(b) of this Siting Agreement that no M&T tax will be assessable or chargeable with respect to the Project, including in the event the Project is owned by a public service corporation whose property is assessed centrally by the Virginia Corporation Commission or Virginia Department of Taxation.

3. STATEMENT OF BENEFIT. Tupelo acknowledges that this Siting Agreement is beneficial to Tupelo in assisting it to proceed with the installation of the Project and provides for future revenues to the County that are fair to both Parties. The County acknowledges that the funding provided pursuant to this Siting Agreement is beneficial in that it will result in mutually acceptable, predictable, and reasonable payments to the County.

4. PERMITS AND APPROVALS.

(a) Ground Lease. The Parties acknowledge that Tupelo is in the process of negotiating a Ground Lease from the Danville-Pittsylvania Regional Industrial Facility Authority (“RIFA”) in order to construct and operate the Project on the Property. Tupelo has submitted, or will submit (as applicable), a draft Ground Lease to RIFA authorizing the construction and operation of the Project on the Property.

(b) Limitation of Remedies. Notwithstanding anything to the contrary in the Ground Lease, this Siting Agreement, or otherwise, neither an actual or asserted breach of this Siting Agreement by Tupelo nor the voiding, termination or invalidation of this Siting Agreement shall be grounds for voiding, terminating or suspending the Ground Lease, provided that this subsection 4(b) shall not apply in the case of a willful or intentional breach of this Siting Agreement by Tupelo.

5. CONFORMANCE WITH COMPREHENSIVE PLAN. Upon approval of this Siting Agreement by the County and in accordance with *Code of Virginia* § 15.2-2316.9, the Project and all related transmission facilities shall be deemed to be “substantially in accord” with the “2010 Pittsylvania County Comprehensive Plan,” in all respects, to the extent that prior to such date of approval the County’s Planning Commission has not determined that the Project was “substantially in accord” with the Pittsylvania County’s Comprehensive Plan then in effect under *Code of Virginia* § 15.2-2232(A).

6. EFFECT OF SITING AGREEMENT

- (a) Supremacy of Siting Agreement. In accordance with *Code of Virginia* § 15.2-2316.9(B), and as acknowledged and agreed to by the Parties, the terms of this Siting Agreement shall control over any County ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Siting Agreement, including any ordinances, regulations, policies, and/or guidelines which are inconsistent with the design, construction, operation and/or maintenance of the Project as indicated in the Application as may be approved by the County, which approved Application will control.
 - (b) Binding Effect. In accordance with *Code of Virginia* § 15.2-2316.8(A)(3), and acknowledged and agreed to by the parties, this Siting Agreement shall be binding upon the County and enforceable against the governing body and future governing bodies of the County in any court of competent jurisdiction.
 - (c) Conditional Effect. This Siting Agreement is expressly conditioned upon, among other factors, RIFA approval of a Ground Lease authorizing the use of the Property as a BESS facility. Should RIFA fail to approve a Ground Lease on terms acceptable to Tupelo, and Tupelo elects not to proceed with the construction of the Project, then this Siting Agreement shall be null and void and of no effect, at Tupelo's election.
 - (d) No Obligation to Develop. The parties agree and acknowledge that Tupelo has no obligation to develop the Project, and this Siting Agreement does not require that any payment be made unless and until the COD occurs (except as set forth in Section 1 regarding Capital Payments due prior to COD). It is expressly understood that development of the Project is contingent upon a number of factors and no election by Tupelo, in its sole discretion, to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default by Tupelo under this Siting Agreement. The production of test energy, or any other energy, prior to COD does not trigger payment under this paragraph.
 - (e) Covenant to Pay. Tupelo covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Siting Agreement, and, in the absence of a breach or default by County of its obligations hereunder, will not seek to invalidate this Siting Agreement, or otherwise take a position adverse to the purpose or validity of this Siting Agreement.
7. ASSIGNMENT. This Siting Agreement may be assigned by Tupelo without the necessity of obtaining the County's consent, and the assignee shall have the same rights under this Siting Agreement as held by the assignor prior to the assignment, provided the assignee agrees to be bound by the terms of this Siting Agreement and a notice of assignment, in a form reasonably acceptable to the County, is, no more than thirty days following such assignment, delivered to the County evidencing the assignee's acknowledgement of the terms of this Siting Agreement and agreement to be bound hereby. If Tupelo sells, transfers, leases, or assigns all or substantially all of its interests in the Project or ownership of Tupelo, this Siting Agreement will automatically be assumed by and binding on the purchaser, transferee, or assignee.

8. REPRESENTATIONS. Each Party represents as follows:

- (a) It has the power and authority to enter into and perform this Siting Agreement; and that the execution, delivery and performance of this Siting Agreement has been duly authorized by all necessary corporate or governmental action, as applicable;
- (b) No suit, action, arbitration, legal, administrative, or other proceeding is pending or, to the best of its knowledge, has been threatened against it that would affect the validity or enforceability of this Siting Agreement or its ability to fulfill its commitments hereunder, or that would, if adversely determined, have a material adverse effect on its performance of this Siting Agreement;
- (c) The execution, delivery, and performance of this Siting Agreement by it will not result in a breach of, default under or violation of any applicable law; and
- (d) This Siting Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms, except as the enforceability of such terms may be limited by applicable bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

9. MISCELLANEOUS

- (a) Governing Law; Jurisdiction; Venue. This Siting 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 Siting Agreement shall be brought and tried only in the Circuit Court of Pittsylvania County, Virginia ("Court"), (b) consent to the jurisdiction of the 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 the 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.
- (b) Confidentiality. Once public notice has been issued regarding the Board's scheduled consideration of this Siting Agreement at an upcoming meeting of the Board, this Siting Agreement shall be a public document, subject to production under the Freedom of Information Act (FOIA). The County understands and acknowledges Tupelo, and as applicable, their associates, contractors, partners and affiliates utilize confidential and proprietary "state-of-the-art" information and data in their operations ("**Confidential Information**"), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning Tupelo 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 of this Siting Agreement, certain

Confidential Information may be shared with the County by Tupelo. Tupelo agrees to clearly identify any information it deems to be Confidential and not subject to mandatory disclosure under the Virginia Freedom of Information Act or other applicable law as Confidential Information at the time it provides such information to the 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 knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of local, state or federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the County will contact Tupelo to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Tupelo 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 Tupelo.

(c) Removal of Property. The County acknowledges that the final design of the Project will occur at a later date. Based on final design, Tupelo shall have the right to remove parcels from the Project without the consent of the County. Property that is not included in the Project will be considered withdrawn from this Siting Agreement without the need for further action by the Parties. The withdrawal of any parcels from this Siting Agreement shall not affect Tupelo's obligations under this Siting Agreement.

(d) Notices.

Any communication required or permitted by this Siting Agreement must be in writing except as expressly provided otherwise in this Siting Agreement.

Any communication under this Siting Agreement shall be sufficiently given and deemed given when delivered via email, by hand, or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows, or via such other means of communication as is mutually agreeable to both Parties:

If to Tupelo: Tupelo Storage, LLC
 c/o Adam Thompson
 Strata Clean Energy
 800 Taylor St #200
 Durham, NC 27701
 Phone: 301.785.0748
 Email: adam.thompson@stratacleanenergy.com

with a copy to Tupelo Storage, LLC
 800 Taylor St, Ste. 200
 Durham, NC 27701
 Attn: Legal Department
 Email: legal@stratacleanenergy.com

If to the County: County Administrator
Pittsylvania County, Virginia
1 Center Street
P.O. Box 426
Chatham, VA 24531
Attn: David Smitherman, County Administrator

With a copy to: J. Vaden Hunt, Esq.
1 Center Street
P.O. Box 426
Chatham, VA 24531
Email: vaden.hunt@pittgov.org

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- (e) Memorandum of Siting Agreement. A memorandum of this Siting Agreement (the “*Memorandum*”), in a form acceptable to the County, shall be recorded in the land records of the Clerk’s Office of the Circuit Court of Pittsylvania County, Virginia (the “*Clerk’s Office*”). Such recordation shall be at Tupelo's sole cost and expense and shall occur as reasonably practicable after the full execution of this Siting Agreement. If Tupelo chooses not to develop the Project, the Parties, at the request of either Party, shall execute a release of the Memorandum filed in the Clerk's Office and direct its recordation.
- (f) Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when financial institutions are open for business in the Commonwealth of Virginia, such payment must be made or act performed or right exercised on or before the next business day such offices are open for public business.
- (g) Entire Agreement: Amendments. This Siting Agreement and any schedules or exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Siting Agreement can be modified, altered, or amended except in a writing executed by all parties hereto. This Siting Agreement may not be changed except in writing signed by all parties.
- (h) Construction. This Siting Agreement was drafted with input by the County and Tupelo, and no presumption will exist against any Party.
- (i) Binding Effect. This Siting Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of Tupelo and the County.

- (j) Liability of Officers and Agents. No officer, agent, or employee of the County or Tupelo or its affiliates shall be subject to any personal liability or accountability by reason of the execution of this Siting Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- (k) Counterparts; Electronic Signatures. This Siting 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 in the same instrument. A signed copy of this Siting Agreement delivered by facsimile, email/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 Siting Agreement. Electronic signatures using a nationally recognized service, such as DocuSign, shall be permitted for execution of this Siting Agreement.
- (l) Force Majeure. Any delay in the performance of any of the duties or obligations of either party hereunder (the “*Delayed Party*”) shall not be considered a breach of this Siting Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- (m) Severability; Invalidity. Any provision of this Siting 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 Siting 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 Siting Agreement so as to render the invalid provisions herein lawful, valid, and enforceable. If the Parties are unable to do so, this Siting 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 Siting Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Siting Agreement by a third party.
- (n) Third Party Beneficiaries. This Siting 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 Siting Agreement.

- (o) No Obligation to Develop Project. Tupelo and its successors and assigns are under no obligation to continue to develop the Project after the date of this Siting Agreement.

SEE ATTACHED SIGNATURE PAGES

IN WITNESS WHEREOF, the County has caused this Siting Agreement to be executed in its corporate name by an authorized person as of the date first written above.

COUNTY OF PITTSYLVANIA, VIRGINIA

By:
Name:
Title:
Date:

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Tupelo has caused this Siting Agreement to be executed in its corporate name by its duly authorized officer as of the date first above written.

TUPELO STORAGE, LLC

By: Strata Manager, LLC, its Manager

By:
Name: Markus Wilhelm
Title: Manager
Date:

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Exhibit A

Tupelo Tax Map Parcels

Item Parcel ID

1. 1367-30-1931

EXHIBIT B - Schedule of Payments

Tupelo Storage, LLC (55 Megawatts)	
Year	Revenue Share (\$)
1	\$84,700
2	\$84,700
3	\$84,700
4	\$93,170
5	\$93,170
6	\$93,170
7	\$93,170
8	\$93,170
9	\$102,487
10	\$102,487
11	\$102,487
12	\$102,487
13	\$102,487
14	\$112,736
15	\$112,736
16	\$112,736
17	\$112,736
18	\$112,736
19	\$124,009
20	\$124,009
Total	\$2,044,082



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Public Hearing

Agenda Title:	Public Hearing: Pittsylvania County Code § 6-6 Revisions <i>(Tax Exemption on Property for Certain Elderly, Disabled, or Indigent Persons)</i>						
Staff Contact(s):	Kim VanDerHyde						
Agenda Date:	July 16, 2024	Item Number:	10.b.2.				
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>07-16-2024 Public Hearing Notice - PCC 6-6 Tax Exemption on Property of Certain Elderly and Disabled Persons -</td> </tr> <tr> <td>2.</td> <td>Section 6-6 Elderly Disabled RE Exemption Revisions</td> </tr> </table>			1.	07-16-2024 Public Hearing Notice - PCC 6-6 Tax Exemption on Property of Certain Elderly and Disabled Persons -	2.	Section 6-6 Elderly Disabled RE Exemption Revisions
1.	07-16-2024 Public Hearing Notice - PCC 6-6 Tax Exemption on Property of Certain Elderly and Disabled Persons -						
2.	Section 6-6 Elderly Disabled RE Exemption Revisions						
Reviewed By:	JVH						

SUMMARY:

Tonight's Public Hearing is held to receive citizen input on the proposed changes to Pittsylvania County Code ("PCC") § 6-6 regarding Elderly/Disabled/Indigent Real Estate Tax Exemptions. This Public Hearing has been duly advertised in *The Chatham Star Tribune* for the past two (2) weeks to provide sufficient notice of said Public Hearing. Revisions to this PCC section include changing the annual income threshold from \$25,000 to \$35,000, increasing the Net Worth Maximum from \$60,000 to \$70,000, and increasing the maximum exemption from \$450 to \$600. For the Board's review and consideration, a red-lined versions of the proposed PCC changes are attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

These PCC changes will help provide financial assistance to the County's elderly, disabled, and indigent population, who are financially unable to cover the total cost of their County tax liability. The total impact to tax revenues is dependent on the number of individuals who opt to participate in the Program. This figure is currently unknown.

RECOMMENDATION:

Following conducting the legally required related Public Hearing. County Staff recommends the Board approve the proposed changes to PCC § 6-6 as presented.

MOTION:

"I make a Motion approving the proposed changes to PCC Code § 6-6 as presented."

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing at 7:00 p.m., on Tuesday, July 16, 2024, at the Board Meeting Room, 39 Bank Street SE, Chatham, Virginia 24531, to receive citizen input on proposed revisions to Pittsylvania County Code § 6-6, Tax Exemption on Property of Certain Elderly and Disabled Persons. A complete copy of the proposed revisions is available at the Pittsylvania County Administrator's Office, 1 Center Street, Chatham, Virginia 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., as well as on the County's website at www.pittsylvaniacountyva.gov.

**SEC. 6-6. EXEMPTION ON REAL ESTATE OF CERTAIN ELDERLY AND
DISABLED PERSONS.**

1. Purpose.

In accordance with Virginia Code § 58.1-321, 1950, as amended, the Board of Supervisors hereby deems those elderly persons or permanently and totally disabled persons who fall within the provisions of this article to be bearing an extraordinary tax burden on the real estate and manufactured homes defined herein in relation to their income and net worth.

2. Definitions.

- a. "dwelling" shall mean the full-time residence and domiciliary, including a manufactured or mobile home, of the person claiming the exemption.
- b. "elderly" shall mean a person not less than sixty-five (65) years of age as of December 31 of the year prior to the year for which exemption is requested.
- c. "fair market value" shall mean, when applied to real estate, based upon the appraised value, and not the assessed value, as shown on the records of the Commissioner of Revenue. When applied to personal property, fair market value shall mean the actual value as appraised by the Commissioner of Revenue.
- d. "income" shall mean total gross income from all sources, without regard to whether a tax return is actually filed. Income shall not include life insurance benefits or receipts from borrowing or other debt.
- e. "manufactured or mobile home" means a structure subject to federal regulation, which is transportable in one or more sections; is eight (8) body feet or more in width and forty (40) body feet or more in length in the traveling mode; or is three-hundred and twenty (320) or more square feet when erected on site; is built on a permanent chassis; and is designed to be used as a single family dwelling, with or without a permanent foundation.
- f. "permanently and totally disabled" shall mean unable to engage in any substantially gainful activity by means of any medically determinable physical or mental impairment or deformity which can be expected to result in death or can be expected to last for the duration of the person's life.
- g. "real estate" shall mean real property and dwelling structures, and shall include manufactured or mobile homes which are presently being used as a dwelling, and are connected to the required utilities including plumbing, heating, air conditioning, and electrical utilities.
- h. "relative" shall mean any relation by blood or marriage.
- i. "taxable year" shall mean the calendar year, from January 1 until December 31, for which exemption is claimed.

3. General Provisions.

A. Real estate owned and occupied as the sole dwelling of a person or persons who are not less than sixty-five (65) years of age or who are determined to be permanently and totally disabled are exempted from so much of the County Real Estate Taxes as provided for in Section 4 hereof, subject however to the following restrictions and conditions, in addition to those set out elsewhere in this section:

1. The combined annual income shall be based on adding together the income received during the preceding calendar year, without regard to whether a tax return is actually filed, by (i) owners of the dwelling who use it as their principal residence, (ii) owners' relatives who live in the dwelling, except for those relatives living in the dwelling and providing bona fide caregiving services to the owner whether such relatives are compensated or not, and (iii) nonrelatives of the owner who live in the dwelling except for bona fide tenants or bona fide caregivers of the owner, whether compensated or not, shall not exceed ~~twenty-fivethirty-five~~ thousand (~~\$25,000.00~~35,000.00) dollars per year; provided that the first four thousand (\$4,000.00) dollars of annual income of each relative/nonrelative, other than the spouse of the owner, shall not be included in such totals; and

2. That the net combined financial worth, including equitable interests, of the owners and of the spouse of any owner, excluding the value of the dwelling and the land upon which it sits, not exceeding one acre, does not exceed ~~sixty-seventy~~ thousand (~~\$60,000.00~~70,000.00) dollars as of the 31st day of December of the immediately preceding calendar year, and through the taxable year to which such exemption is to apply.

B. The person or persons claiming such exemptions shall file annually, after the (1st) day of January but not later than the fifteenth day of February, with the Commissioner of Revenue of Pittsylvania County, Virginia, or such other agent or officer as may be designated by the commissioner, on forms supplied by the County, an Affidavit setting forth the names of related persons occupying the real estate for which the exemption is claimed, their total combined net worth, including equitable interests and the combined income from all sources of all persons specified. The application deadline may be extended on the approval of the Commissioner of Revenue, if the applicant is applying for the exemption for the first time or in cases of hardship, and if proper application is made along with a sworn affidavit that failure to apply by the fifteenth day of February was due to reasons beyond the applicant's control. The Commissioner of Revenue shall require that the applicant, spouse, and any and all relatives living in the dwelling supply proof of age in the form of Birth Certificates or Passports or Driver's License; and proof of income in the form of copies of their W-2s, 1099-DIV, 1099-INT, 1099-MISC, 1099-R, SSA-1099 Social Security Statements, and such other documents as may be required by the Commissioner of Revenue to determine income and total combined net worth.

C. If the person claiming the exemption is under sixty-five (65) years of age, the Affidavit filed under this section shall have attached thereto a Certification by the Social Security

Administration, the Veterans Administration or the Railroad Retirement Board, or if such person is not eligible for certification by any of these agencies, a sworn affidavit by two (2) medical doctors licensed to practice medicine in the Commonwealth of Virginia, to the effect that such person is permanently and totally disabled. The affidavit of at least one such doctor shall be based upon a physical examination of such person by such doctor. The affidavit of one such doctor may be based upon medical information contained in the records of the Civil Service Commission which is relevant to the standards for determining permanent and total disability, as defined herein.

D. The fact that persons who are otherwise qualified for tax exemption are residing in hospitals, nursing homes, convalescent homes, or other facilities for physical or mental care for extended periods of time shall not be construed to mean that the real estate for which tax exemption or deferral is sought does not continue to be the sole dwelling of such person during such extended periods of other residence so long as such real estate is not used by or leased to others for consideration.

4. Exemption.

(a) The exemption shall be as follows:

<u>Total Income from All Sources</u>	<u>Tax Exemption</u>
\$0 – \$15,400 <u>\$25,400</u>	100%
\$15,401 – \$16,600 <u>\$25,400 - \$26,600</u>	90%
\$16,601 – \$17,800 <u>\$26,600 - \$27,800</u>	80%
\$17,801 – \$19,000 <u>\$27,800 - \$29,000</u>	70%
\$19,001 – \$20,200 <u>\$29,000 - \$30,200</u>	60%
\$20,201 – \$21,400 <u>\$30,200 - \$31,400</u>	50%
\$21,401 – \$22,600 <u>\$31,400 - \$32,600</u>	40%
\$22,601 – \$23,800 <u>\$32,600 - \$33,800</u>	30%
\$23,801 – \$25,000 <u>\$33,800 - \$35,000</u>	20%

(b) The total annual exemptions shall not exceed ~~four hundred and fiftysix hundred~~ (\$450.00600.00) dollars.

(c) The tax exemption herein permitted may be granted for any year following the year of the taxpayer occupying such dwelling and owning title or partial title thereto reaches the age of sixty- five (65) years or is determined to be permanently and totally disabled.

(d) If the ownership of the property for which application for exemption is made is not held solely by the applicant, or jointly with the applicant's wife, then the amount of the tax exemption percentage as provided for herein shall be in proportion to the applicant's ownership interest.

5. Changes - Ownership, income or financial worth.

Any change in respect of total combined income, net combined financial worth, ownership of property, or other factors, which occur during the taxable year for which the affidavit is filed, and which has the effect of a reduction or termination of any exemption, shall nullify or reduce any exemption for remainder of the current taxable year, and the taxable year immediately following. A prorated exemption is provided for the portion of the taxable year during which the taxpayer qualified for such exemption.

6. Prorated Exemption upon death of qualifying individual.

Notwithstanding Section 6-6(5) herein, a change in ownership or a nonqualifying individual, when such change resulted solely from the death of the qualifying individual, or a sale of such property shall result in a prorated exemption for the then current taxable year. Such prorated portion shall be determined by multiplying the amount of the exemption by a fraction wherein the number of the complete months of the year such property was properly eligible for such exemption is the numerator and the number twelve (12) is the denominator. The proceeds of the sale which would result in the prorated exemption shall not be included in the computation of net worth or income required by Section 6-6(3) herein.

7. Certification to the Treasurer.

The Commissioner of Revenue shall certify to the Treasurer of Pittsylvania County, Virginia, annually those persons who qualify under this article for an exemption and the amount thereof. The Treasurer shall deduct the amount of exemption from the applicant's real estate tax for that year.

8. Penalty.

Any person who knowingly gives false information to support a claim for an exemption under this article, or any person who willfully fails to notify the Commissioner of Revenue or other designated officer of changes in conditions which would result in a reduction or termination of the exemption. **(B.S.M. 12/19/06) (B.S.M. 12/18/18) (B.S.M. 3/12/19)**