THE CITY OF LYNCHBURG

CITY COUNCIL WORK SESSION

Tuesday, May 14, 2024 | 4:00 PM
Council Chamber- City Hall
900 Church Street
Lynchburg, VA 24504

AGENDA

I. Welcome — *Stephanie T. Reed, Mayor*

II. Work Session Agenda Overview — *Wynter C. Benda, City Manager*

III. Work Session Agenda Items — *Wynter C. Benda, City Manager*

- **III.1.** Request to amend the Lynchburg City Schools Major Classification Funding for FY 2024
- **III.2.** Comprehensive Plan Update

IV. Business Item Briefing(s)

- **IV.3.** Siting Agreement - 3920 Harbor Street & 109 Old Trents Ferry Road
- **IV.4.** Siting Agreement - 2904 Carroll Avenue
- **IV.5.** VA 250 Local Committee

V. Roll Call

VI. Closed Session

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
May 14, 2024	Dr. Crystal Edwards - LCS Superintendent

AGENDA ITEM # III.1

Request to amend the Lynchburg City Schools Major Classification Funding for FY 2024

RECOMMENDATION

City Council will consider this item at its regular meeting on April 23, 2024. Consideration of adopting a resolution to amend FY 2024 Schools Operating Budget by major classification.

SUMMARY

In a letter dated March 19, 2024 Lynchburg City Schools Superintendent reported, *"On March 12, 2024, the Lynchburg City School Board voted to request that the City Council transfer the remaining $1,671,820 in the FY 2024 LCS Contingency Reserve to the Instruction category. This request is crucial for addressing several pressing financial challenges faced by our school division."*

If approved, the FY 2024 Adopted Schools Operating Budget would be amended by transferring $1,671,820 from Contingency Reserves to Instruction. This request does not change the total operating revenues appropriated by City Council but rather moves $1,671,820 from Contingency Reserves to Instruction.

PRIOR ACTION(S)

May 23, 2023: City Council, FY 2024 Schools Operating Budget adopted by major classification
June 27, 2023: City Council, FY 2024 Schools Operating Budget amended by major classification
September 12, 2023: City Council, FY 2024 Schools Operating Budget amended by major classification
February 13, 2024: City Council, FY 2024 Schools Operating Budget amended by major classification

FISCAL IMPACT

This request does not change the total operating revenues appropriated by City Council but rather moves $1,671,820 from Contingency Reserves to Instruction.

CONTACT(S)

Gregory Patrick, Deputy City Manager
Donna Witt, Chief Financial Officer

ATTACHMENT(S)

1. Contingency Reserve Request City Manager 03192024
2. Resolution to Amend FY 2024 Operating Budget - Schools 042324

REVIEWED BY

______________________________ Date: May 09, 2024
Gregory Patrick, Deputy City Manager

______________________________ Date: May 09, 2024
Alicia Finney, Clerk of Council

A TRADITION OF EXCELLENCE FOR ALL
LCS
LYNCHBURG CITY SCHOOLS

Office of the Superintendent
915 Court Street
P.O. Box 2497
Lynchburg, VA 24505

March 19, 2024

Wynter Benda, City Manager
900 Church Street
Lynchburg, Virginia 24504

Dear Mr. Benda:

On March 12, 2024, the Lynchburg City School Board voted to request that the City Council transfer the remaining $1,671,820 in the FY 2024 LCS Contingency Reserve to the Instruction category. This request is crucial for addressing several pressing financial challenges faced by our school division.

Despite receiving additional FY 2024 revenue of $3.7 million from the state, it is imperative to note that this revenue is restricted exclusively to support the Governor's All In program. The ALL In spending plans which can be found on the VDOE website, require that revenue be allocated and spent as follows: 70% for tutoring, 20% for implementing the Virginia Literacy Act, and 10% for addressing chronic absenteeism. As such, this revenue cannot be utilized to meet our other operational needs that are expressed in this letter.

The decision to seek a transfer of the remaining contingency funds stems from several mitigating factors outlined below:

1. The Governor's recent budget amendment (Jan 2024) to the FY 2024 LCS sales tax revenue resulted in a **reduction of $1,214,657**.
2. The updated VDOE calc tool (Jan 2024) also indicates a reduction in the Grocery Tax Hold Harmless Funds by $81,565.
3. Given the rise of utilities costs, LCS estimates the FY 2024 expenditures associated with electric, water, and gas to be approximately $2.0 million over the current FY 2024 operating budget allocation.
4. Given the costs of monthly health insurance claims, LCS estimates that FY 2024 claims will exceed employee contributions by $1.5 million in the current year, despite an increase of employee contributions beginning in January 2024.

To address the deficit caused by reduction in State revenue and the projected increases in healthcare and utilities during the current school year, the school division has canceled all purchase orders not directly associated with immediate and direct student learning or experiences, frozen all non-grant funded hiring and travel, implemented an overtime reduction plan, and instituted an electricity consumption reduction

Office of the Superintendent
915 Court Street
P.O. Box 2497
Lynchburg, VA 24505

challenge for schools and facilities. We have also redirected some ESSER/CARES funds that were identified for important, but not as immediately critical needs.

LCS believes that the successful completion of the current fiscal year relies on our combined efforts, encompassing both expenditure reductions by LCS and the transfer of the remaining contingency revenue by the City Council.

Thank you for your time, consideration, and support in this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Crystal M. Edwards

Crystal M. Edwards, EdD
Superintendent

cc: Members, Lynchburg City School Board
Amy Pugh, Deputy Superintendent of Instruction and Programs
Reid Wodicka, Deputy Superintendent of Operations & Strategic Planning
Sonia Jammes, Chief Financial Officer

RESOLUTION: **#R-24-_____________**

BE IT RESOLVED that by majority vote of the Lynchburg City Council, the FY 2024 Adopted Schools Operating Budget is hereby amended by transferring $1,671,820 from *Contingency Reserves* to *Instruction* with the FY 2024 Adopted Schools Operating Budget, beginning July 1, 2023, through June 30, 2024, pursuant to Sections 22.1-94 and 22.1-115 of the Code of Virginia, 1950, as amended, being amended, readopted, and appropriated by major classification as follows:

SCHOOLS INCOME		**SCHOOLS EXPENDITURES BY MAJOR CLASSIFICATION**	
State	$68,137,129	Instruction	$77,563,338
Federal	925,000	Administration, Attendance and Health	7,723,076
Local - Operating	39,375,355	Pupil Transportation	6,599,342
Miscellaneous	888,000	Operation and Maintenance	12,474,168
		School Food Services and Other Noninstructional Operations	42,145
		Facilities	25,210
		Debt and Fund Transfers	0
		Technology	4,898,205
		Contingency Reserves	0
Total	**$109,325,484**	**Total**	**$109,325,484**

Introduced: Adopted:

Certified: ______________________________
Clerk of Council

City Council
Agenda Item III.2.
Information Only

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
May 14, 2024	Rachel Frischeisen, City Planner

AGENDA ITEM # III.2

Comprehensive Plan Update

RECOMMENDATION

Staff will provide an update of the Comprehensive Plan process. No City Council action is required at this time.

SUMMARY

During City Council's December 1, 2023 retreat, representatives from The Berkley Group provided an overview of the community engagement process for updating Lynchburg's Comprehensive Plan. City staff will provide an overview of where we are currently with that process, highlights of the feedback we have received to date and next steps.

PRIOR ACTION(S)

N/A

FISCAL IMPACT

N/A

CONTACT(S)

Rachel Frischeisen, City Planner

ATTACHMENT(S)

1. Presentation

REVIEWED BY

William Martin, Community Development Director

Date: April 18, 2024

Kent White, Assistant City Manager

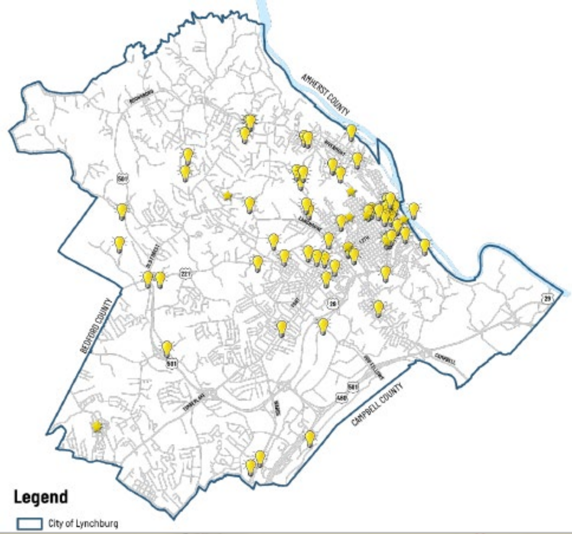
Date: April 18, 2024

Alicia Finney, Clerk of Council

Date: April 18, 2024

COMPREHENSIVE PLAN UPDATE

Tuesday, April 23, 2024



PUBLIC ENGAGEMENT SUMMARY

- Survey
  - 257 individual responses
- Interactive Map
  - 68 suggestions
- Public Workshops
  - 4 locations
- Pop-up sessions
- Focus Groups
  - 8 Topics

THE CITY OF LYNCHBURG

TRENDS

- General positivity toward the City as a whole
- Major discussion themes and priorities:
  - Economic Development
  - Housing
  - Crime Reduction
  - Public Schools
  - Infrastructure

THE CITY OF
LYNCHBURG

NEXT STEPS

- Planning Commission Work Sessions begin in May and run through February 2025
- Plan draft available to the public in March 2025
- Possible Joint Planning Commission & City Council Work Session
- Zoning Map Evaluation
- Public hearings in May & June 2025

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
May 14, 2024	William Martin, Community Development Director

AGENDA ITEM # IV.3

Siting Agreement - 3920 Harbor Street & 109 Old Trents Ferry Road

RECOMMENDATION

This item will appear for City Council vote on the May 28, 2024, Public Hearing agenda. Approval of adopting Siting Agreement for 3920 Harbor Street & 109 Old Trents Ferry Road.

SUMMARY

James Energy Center, LLC is requesting that the City enter into a "Siting Agreement" for a proposed battery energy storage facility to be located at 3920 Harbor Street & 109 Trents Ferry Road. City Council approved a Conditional Use Permit (CUP) to allow for up to a twenty (20) megawatt facility on April 11, 2023. The Code of Virginia §15.2-2316.7 provides that the City and the applicant may enter into a Siting Agreement in order to mitigate impacts related to the facility and provide financial compensation to the City in order to address capital needs. Impacts related to these types of facilities include emergency response, and depending on the underlying zoning, loss of housing opportunities or job creation.

James Energy Center, LLC is offering a total of $55,000 payment to the City which would be disbursed based upon a Capital Payment Schedule as listed in Exhibit C of the Agreement:
$5,000 - within ninety (90) days of agreement.
$10,000 - commencement of construction.
$30,000 (for fire department equipment) - commencement of construction
$10,000 -within ninety (90) days of commercial operation.

In addition to the cash payment, James Energy Center, LLC will fund specialized training for the Lynchburg Fire Department that may be needed to respond to an emergency at the facility.

These one-time payments are separate from and in addition to real estate taxes and proposed revenue sharing.

PRIOR ACTION(S)

April 11, 2023: City Council approved the Conditional Use Permit (CUP) request of James Energy, LLC to allow a battery storage facility at 3920 Harbor Street & 109 Old Trents Ferry Road.

January 23, 2024: City Council adopted Zoning Ordinance Section 35.2-74, Decommissioning Surety for Energy Storage Facilities.

April 23, 2024: City Council Business Item Briefing on Revenue Sharing Ordinance.

FISCAL IMPACT

One-time City revenue of $55,000.

CONTACT(S)

William Martin, Community Development Director
Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Siting Agreement (JamesEC)
2. Proposed Resolution - James Energy Center LLC Siting Agreement

REVIEWED BY

William Martin, Community Development Director — Date: May 01, 2024

Kent White, Assistant City Manager — Date: May 02, 2024

Alicia Finney, Clerk of Council — Date: May 08, 2024

ENERGY STORAGE FACILITY SITING AGREEMENT

This Energy Storage Facility Siting Agreement ("Agreement"), dated as of May 28, 2024 (the "Effective Date"), is by and between the **City of Lynchburg, Virginia**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("City") and **James Energy Center LLC** ("Applicant"). The City and Applicant are herein each a "Party" and collectively, the "Parties".

RECITALS

A. The Applicant owns, has acquired, has leased, or has a right to acquire or lease certain parcels of land in the City consisting of 4.3 acres, identified as Tax Map Nos. 13701006 & 13701025, and more fully described on the Concept Plan attached hereto as **Exhibit A** (collectively, the "Property").

B. The Applicant intends to develop, install, build, and operate an approximately 20MW megawatt battery energy storage facility on the Property ("Project") based upon an interconnection application, a copy of which is attached hereto as **Exhibit B**. This Project is commonly known as James Energy Center.

C. Pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, titled "Siting of Solar Projects and Energy Storage Projects," the Applicant and the City may enter into a siting agreement ("Siting Agreement") for the Project.

D. The parties have negotiated this Siting Agreement pursuant to Virginia Code § 15.2-2316.7. The City and the Applicant enter into this Agreement for the purpose of complying with Virginia Code § 15.2-2316.7 and to set forth their respective rights, duties, and obligations.

E. Pursuant to Virginia Code § 58.1-3660, the battery storage systems associated with the Project, which are considered "certified pollution control equipment" are partially exempt from local property taxation pursuant to Article X, Section 6(d) of the Constitution of Virginia ("Tax Exemption"). The Tax Exemption relates to personal property (or machinery and tools) taxes on the energy storage facility only and does not affect the City's right to collect real estate taxes for the Property. However, the parties have agreed to use a revenue share as contemplated under Lynchburg City Code § 36-154.2 (effective July 1, 2024) in lieu of machinery and tools taxes for the facilities related to the Project.

G. In addition to its real estate tax obligations, which are not affected by this Agreement, the Applicant has agreed to make the Capital Payments set out in **Exhibit C** in order to mitigate the impacts of the Project and for the other reasons stated in Virginia Code § 15.2-2316.7.

H. Pursuant to Virginia Code § 15.2-2316.8(B), the City has held a public hearing in accordance with subsection A of Virginia Code § 15.2-2204 for the purpose of considering this

Agreement, after which a majority of a quorum of the members of the City Council of the City of Lynchburg ("Council") approved this Agreement.

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Applicant hereby agree as follows:

Article I
Project Conditions, Valuation, Enforcement and Mitigation

1. Decommissioning and Surety Bond. The Applicant shall procure and maintain decommissioning security for the Project as a condition of approval of a site plan for the Project as required by the Code. Further, within ten (10) days of a written request after approval of a site plan for the Project, and as directed by the City, in the City's sole discretion, the Applicant shall provide such surety bonds, removal bonds, letters of credit, guaranties, and the like for the Project and for the benefit of the City from banks and/or companies authorized to do business in the Commonwealth of Virginia and execute a decommissioning agreement in accordance with the Code, in form and substance reasonably acceptable to the City.

Article II
Payments

1. Capital Payments. The Applicant shall make Capital Payments to the City as set forth in **Exhibit C** attached hereto (each a "Payment" and collectively, the "Payments") in the amounts and on the schedule contained therein. The Parties acknowledge that, except as otherwise provided herein, the Applicant's obligation to make Payments shall be conditioned upon the Project achieving the corresponding milestones referenced in **Exhibit C**. For the purposes of the Payment to be made upon Commercial Operation of the Project, "Commercial Operation" means the date upon which the Applicant first receives or transmits electricity at the Project to an electrical substation or otherwise transmits or distributes electricity generated from the Project to the power grid. For the purposes of the Payment to be made upon the Commencement of Construction, "Commencement of Construction" means the earliest date on which construction equipment is mobilized at the Project site.

2. Statutory Structure of Payments; **Statement of Benefit.** The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.6 et seq., the Payments are authorized by statute and it acknowledges that it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. The Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with the installation of the Project with clear project design terms, which provide for mitigation of effects on the surrounding properties and the City of Lynchburg community. Additionally, the Applicant acknowledges that this Agreement provides for a clear and predictable stream of future payments to the City in amounts fair to both Parties.

3. Revenue Share and Real Estate Taxes. The Payments are separate and distinct from any amounts that are or will be owed by the Applicant to the City for any other tax or financial obligations. The Payments shall be in addition to any other tax or financial obligations that may be applicable to the Project or the Applicant. Without limiting the foregoing, nothing in this Agreement shall limit the application of the Code to the Project.

4. Use of Payments by the City. The City shall use the Payments as permitted under Virginia Code § 15.2-2316.7(B) or as otherwise permitted by law.

5. Effect of Agreement. This Agreement shall be binding in the City pursuant to Virginia Code § 15.2-2316.8(A)(3). This Agreement is expressly conditioned upon the City's approval of a site plan for the Project in accordance with the Code. If such approvals are not granted, this Agreement shall be void.

Article III
Emergency Response Training

1. Emergency Resources. The Applicant will pay directly for any specialized training the City and the Applicant mutually determine is necessary to prepare for responding to a fire or similar event at the Project, is to be provided by a fire safety subject matter expert and include at a minimum an Emergency Response Plan and an Emergency Response Training.

Article IV
Compliance, Permits and Approvals

1. Compliance. The Applicant will develop, install, build, operate, and decommission the Project in compliance with all applicable federal, state, and local laws, regulations, ordinances, licenses, approvals, and permits. In the event that the Applicant is notified of any violation at the Project of any applicable federal, state or local laws, regulations, ordinances, licenses, approvals, and permits, the Applicant shall (a) notify the City of said violation within ten (10) business days, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation.

2. Approvals. If the Applicant elects to develop, install, build, and operate the Project, the Applicant will apply to all federal, state, and local regulating authorities and will seek to obtain all required licenses, approvals, and permits for the Project. The Applicant agrees that all activities associated with the Project shall be in accordance with the CUP Conditions, the terms of this Agreement, the Code, all other applicable building and zoning regulations, and all other applicable federal, state, and local laws, ordinances, and regulations.

3. Cooperation. As part of the consideration for this Agreement, the City will cooperate fully with the Applicant's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits. The City will make available to the Applicant, upon request, access to all records and data in its possession or control pertaining to the Project that are not otherwise required to be confidential by law, or subject to attorney-client privilege or other applicable legal privilege or confidentiality requirement. The City will use its best efforts to support and cooperate with the Applicant's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the Project construction, and for the Project's operation, and will process requests for permits and other approvals required by City ordinances. The City will take no action intended to frustrate or prevent the Applicant from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any Conditional Use Permit (CUP). Provided however, nothing herein shall be construed to require the City or the Council to undertake any action not authorized by law or to exercise any legislative function in favor of the Applicant.

4. Construction. Site construction shall be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP.

5. Decommissioning. The Project shall be decommissioned in accordance with the requirements in the Lynchburg City Code and a decommissioning agreement entered in accordance therewith.

Article V
Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall continue until the Termination Date. The Applicant shall have no obligation hereunder after the Termination Date. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation. "Termination Date" means the Applicant's commencement of the decommissioning of all or a material portion of the Project or its written notification to the City that it is no longer developing the Project pursuant to Article V.3 of this Agreement.

2. Mutual Covenants. The Applicant covenants to the City that it will pay the City the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the City covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement. If after twenty (20) years from the Commercial Operation Date a Termination Date has not occurred, then the Parties covenant to discuss in good faith any ongoing impacts of the Project that need additional mitigation and the acceptable forms of mitigation, including evaluation of additional compensation.

3. No Obligation to Develop. The Applicant has no obligation to develop the Project. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the

Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement. Any Payment by the Applicant prior to a decision to suspend or abandon the Project is non-refundable.

4. Successors and Assigns. This Agreement will be binding upon the assigns and successors in interest of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. No assignment of this Agreement or any right or obligation accruing under this Agreement shall be made by the Applicant without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Any assignment, other than as permitted by this Section, without the consent of the City, shall be void. In the event of any approved assignment, the assignee or successor in interest shall assume the liabilities of the Applicant. For the purpose of this Section, an assignment shall occur if the Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of the Applicant to another individual or entity. The Applicant and any permitted assignee or successor in interest shall execute such documentation as reasonably requested by the City to memorialize the assignment and assumption by the assignee or successor in interest.

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

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

CITY
City of Lynchburg, Virginia
Council / Manager's Office
Attn: Wynter Benda, City Manager
900 Church Street – 3rd Floor
Lynchburg, VA 24504

With copies to:
City of Lynchburg, Virginia
City Attorney's Office
Attn: Matthew Freedman, City Attorney
900 Church Street – 3rd Floor
Lynchburg, VA 24504

City of Lynchburg, Virginia

Department of Community Development
Attn: Tom Martin, Director
900 Church Street – 2nd Floor
Lynchburg, VA 24504

APPLICANT
East Point Energy
Attn: General Counsel
310 4th Street NE, 3rd Floor
Charlottesville, VA 22902

The City and the Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent without need of a formal amendment to this Agreement. All notices provided as contemplated hereunder shall be deemed received after five (5) calendar days have passed from their mailing/sending date.

7. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. The Parties (a) agree that any suit, action or other legal proceeding, as between the parties hereto, arising out of or relating to this agreement shall be brought and tried only in the Circuit Court or General District Court of the City of Lynchburg, Virginia, as jurisdiction may lie, (b) consent to the jurisdiction of such court in any such suit, action or proceeding, and (c) waive any objection which any of them may have to the laying of venue or any such suit, action, or proceeding in such court and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

9. Subject-to-Appropriation. All payments and other performances by the City under this Agreement are subject to Council approval and annual appropriation of funds by the Council. It is understood and agreed among the parties that the City shall be bound hereunder only to the extent of the funds legally available or which may hereafter become legally available for the purposes of this Agreement.

10. Severability; Invalidity Clause. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall, subject to any necessary Council meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

11. Entire Agreement. This Agreement and its exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by the Parties. All exhibits to this Agreement are expressly incorporated into this Agreement by reference.

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

13. Insurance. The Applicant will obtain and maintain all insurance coverage required by applicable law. Further, the Applicant will obtain and maintain in effect until decommissioning and removal comprehensive general liability insurance in an amount $5,000,000. The City, its officers, employees, and agents shall be listed as additional insureds under such policy. All rights of subrogation shall be waived against the City, its officers, employees, and agents (the "Indemnified Parties") under such policy. Such additional insured status and subrogation requirement shall be shown on all Certificates of Insurance issues under such policy. The Applicant shall indemnify and hold harmless the Indenified Parties for all claims arising out of this Agreement, including reasonable costs of defense of such claims, provided such claims do not arise solely from the gross negligence of the Indemnified Party.

14. Default.

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

b. This Agreement may be terminated by the City in the event of a material breach of this Agreement by the Applicant that has not been cured within sixty (60) days of written notice thereof being received by the Applicant. If the Applicant initiates a cure within such period and continues to diligently pursue such cure to completion, the Agreement shall not terminate. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement, (2) the permits and approvals under which the Project will be operated or built, including without limitation the CUP Conditions, or (3) applicable federal, state laws or local laws, regulations, ordinances, licenses, approvals, and permits. A material breach shall also include the insolvency of the Applicant or its assignee or successor in interest, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing the Applicant as the debtor or an involuntary petition that is not dismissed within one hundred eighty (180) days of its filing, a written admission of inability to pay its bills as they come due, entry of receivership, trusteeship, composition, or similar arrangement, or a general assignment for the benefit of creditors. A material breach shall also include a violation of the CUP issued to the Applicant, if any. Provided, however, the Applicant's complying or taking action consistent with any governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated by the Applicant within sixty (60) days of the Applicant receiving the warning letter, notice of violation, or action plan. The Applicant's failure after receiving written notice to resolve as soon as practically possible, a material breach that state or federal authorities determine threaten the safety of the public or threatens to cause material environmental damage, shall entitle the City to terminate this Agreement effective immediately upon the Applicant's failure to act as soon as practically possible. Further, the City may terminate this Agreement effective immediately if the Applicant fails to pay an amount due under this Agreement within thirty (30) days of receiving from the City's written notice of the failure to pay.

c. In the event of a breach and the appropriate notice thereof to the Applicant by the City, the cure periods noted above may be extended at the sole discretion of the City without the City waiving its right to terminate the Agreement at any time prior to the cure being made by the Applicant.

d. If the City terminates this Agreement as provided herein, the Applicant shall cease operations at the Project and commence decommissioning the Project. If the Applicant fails to decommission the Project, the City may call on the decommissioning security.

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

15. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement, other than the obligation to make timely Payments, that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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

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

18. Recitals and Exhibits. The above stated recitals and previously described exhibits are expressly incorporated herein by reference.

[signature page follows]

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

JAMES ENERGY CENTER LLC
d/b/a EAST POINT ENERGY

(SEAL)

By: ____________________________
Name: _________________________
Title: __________________________

Attest:______________________
Name:______________________
Title:_______________________

CITY OF LYNCHBURG, VIRGINIA

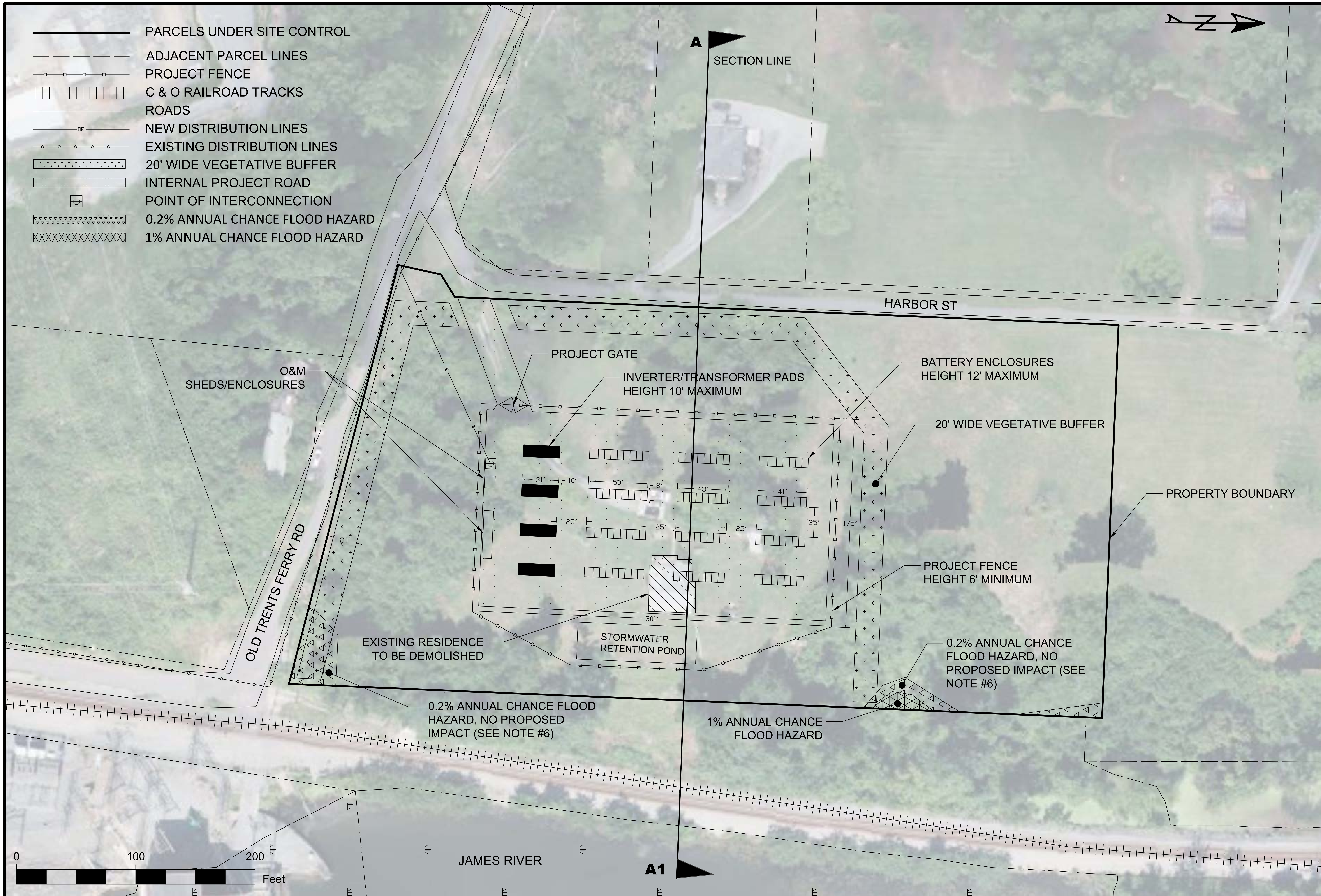
By: __________________________________
Name: Wynter C. Benda
Title: City Manager

(SEAL)

Attest:______________________
Name:______________________
Title:_______________________

Approved as to form:

____
City Attorney/Designee



GENERAL NOTES

1. THIS DRAWING IS A PRELIMINARY DESIGN - NOT FOR CONSTRUCTION. ALL DIMENSIONS ARE APPROXIMATE.
2. EQUIPMENT IS REPRESENTATIVE ONLY AND MAY CHANGE BASED ON AVAILABILITY AND MARKET CONDITIONS.
3. STORMWATER MANAGEMENT PLAN TO BE SUBMITTED PRIOR TO CONSTRUCTION. STORMWATER PLAN TO COMPLY WITH CHAPTER 16.2 OF CITY OF LYNCHBURG ORDINANCE.
4. EROSION AND SEDIMENT CONTROL PLAN TO BE SUBMITTED PRIOR TO CONSTRUCTION. PLAN TO COMPLY WITH CHAPTER 16.1 OF CITY OF LYNCHBURG ORDINANCE.
5. LIGHTING PLAN TO BE SUBMITTED PRIOR TO CONSTRUCTION. PLAN TO COMPLY WITH SECTION 35.2-65 OF THE CITY OF LYNCHBURG ORDINANCE.
6. EXISTING VEGETATION AND TREE COVER TO BE PRESERVED WHERE POSSIBLE AND USED AS PART OF 20' VEGETATION BUFFER IN ACCORDANCE WITH SEC 35.2-63 OF THE CITY OF LYNCHBURG ORDINANCE.

EXHIBIT A - CONCEPT PLAN

DATE	3/13/2023
BY	TD
PAGE #	2

EAST POINT ENERGY

JAMES ENERGY CENTER, LLC

3920 HARBOR ST & 109 OLD TRENTS FERRY RD
LYNCHBURG, VA 24503

CONCEPT PLAN

PREPARED FOR CITY OF LYNCHBURG
CONDITIONAL USE PERMIT APPLICATION

PRELIMINARY

NOT FOR CONSTRUCTION

EXHIBIT B - INTERCONNECTION APPLICATION

ATTACHMENT N

Form of

Generation Interconnection Feasibility Study Agreement

RECITALS

1. This Generation Interconnection Feasibility Study Agreement, dated as of 02/23/2021 , is entered into, by and between James Energy Center, LLC ("Interconnection Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") (individually referred to as a "Party," or collectively referred to as the "Parties") pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff") (the "Agreement"). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. By submitting this Agreement and complying with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request. In accordance with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has also submitted with this Agreement the applicable required deposit to the Transmission Provider.
3. By submitting this Agreement to the Transmission Provider, the Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications:
   a. Location of generating unit site (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site):

      Latitude: 37.4642860 Longitude: -79.1879190

   b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site for a minimum of three years for large generation, or for a minimum of two years for small generation. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof. If the evidence of ownership interest in, or right to acquire or control the generating site is not yet available, provide a detailed explanation of why such evidence is not available and provide a good faith estimated date upon which such evidence shall be submitted to the Transmission Provider. Though site control evidence may be submitted separately from this Agreement, the Interconnection Request is still subject to the overall deficiency review period and deficiency response period time constraints provided for in Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, and shall not be assigned a Queue Position without site control evidence acceptable to the Transmission Provider.:

   c. Specification of Requested Maximum Facility Output and Requested Capacity Interconnection Rights. The requested Maximum Facility Output megawatts and requested Capacity Interconnection Rights megawatts indicated in this section may be reduced as this Interconnection Request proceeds in the Transmission Provider Interconnection Request process, but may not be increased after this Agreement is submitted to the Transmission Provider.

i. For new generating units, complete the following chart:

Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	20.000000
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	20.000000

ii. For existing generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Proposed Facility Incremental Increase	Total
Maximum Facility Output (as defined in the PJM Tariff) in Megawatts			
Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts			

iii. For new Behind The Meter generating units, complete the following chart:

Gross Generator Output in Megawatts	
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)	
Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

iv. For existing Behind The Meter generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Requested Facility Increase	Total
Gross Generator Output in Megawatts			
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)			
Maximum Facility Output (as defined in the PJM Tariff) to be exported from the Behind the Meter Generator onto the PJM System, in Megawatts			
Capacity Interconnection Rights, in Megawatts			

d. Identify the fuel type of the new or existing generating unit:
Storage

e. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:

f. Planned date the new generating unit or increase in capability will be in service: 10/31/2022

g. Other related information, including for example, but not limited to, identifying: all of Interconnection Customer's prior Queue Positions; stating whether the Interconnection Customer has submitted a previous Interconnection Request for this particular project; and, if this Interconnection Request proposes an increase in capability to an existing generating unit, then identify whether the existing generating unit is subject to an existing Interconnection Agreement and/or Power Purchase Agreement: 200 MWh

THE FOLLOWING APPLIES TO BEHIND THE METER GENERATION:

a. If Behind the Meter Generation is identified in this Agreement, all of the requirements in Section 36.1A of the PJM Tariff must also be met.

b. Identify the type and size of the load located (or to be located) at the site of such generation, and attach a PDF format single line diagram depicting the location of the load in relation to the site of such generation:

____

____

c. Describe the electrical connections between the generation facility and the load.

____

____

THE FOLLOWING APPLIES TO ENERGY STORAGE RESOURCES

Primary frequency response range for Energy Storage Resources:

Minimum State of Charge: 0% : and

Maximum State of Charge: 100% .

PURPOSE OF THE FEASIBILITY STUDY

4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.

5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

CONFIDENTIALITY

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.
8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

COST RESPONSIBILITY

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.01, 110, 111, or 112 of the PJM Tariff, as applicable, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 2 of this agreement, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Sections 36.1.01, 110, 111, or 112), then the Interconnection Customer must either: (1) withdraw the Generation Interconnection Request during the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112); or (2) pay all additional estimated costs prior to the expiration of the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112). If the Interconnection Customer fails to complete either (1) or (2), then the Generation Interconnection Request shall be deemed to be terminated and withdrawn. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.

11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

    Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

MISCELLANEOUS

12. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

    Transmission Provider
    PJM Interconnection, L.L.C.
    2750 Monroe Blvd.
    Audubon, PA 19403

    Interconnection Customer
    James Energy Center, LLC
    200 Garrett Street, Suite J
    Charlottesville, Virginia 22902

13. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

14. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto.

15. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.

16. Neither this Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.

18. Governing Law, Regulatory Authority, and Rules

    The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Virginia (the state where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. No Third-Party Beneficiaries

    This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

20. Multiple Counterparts

    This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

21. No Partnership

    This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

22. Severability

    If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

23. Reservation of Rights

    The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission ("FERC") to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or

206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

CERTIFICATION

By initialing the line next to each of the following required elements, Interconnection Customer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Interconnection Request is being submitted electronically, each of the required elements must be submitted electronically as individual PDF files, together with an electronic PDF copy of this signed Agreement):

AF	**Specification of the location of the proposed generating unit site or existing generating unit (including both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site)**
AF	**Evidence of an ownership interest in, or right to acquire or control the generating unit site**
AF	**The megawatt size of the proposed generating unit or the amount of increase in megawatt capability of an existing generating unit, and identification of any megawatt portion of the facility's capability that will be a Capacity Resource**
AF	**Identification of the fuel type of the proposed generating unit or upgrade thereto**
AF	**Description of the equipment configuration and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator**
AF	**The planned date that the proposed generating unit or increase in megawatt capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years**
AF	**All additional information prescribed by the Transmission Provider in the PJM Manuals**
AF	**The full amount (including both the refundable and non-refundable portions) of the required deposit**

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: Jason Shoemaker	Manager, Interconnection Projects	3/18/2021
Name	Title	Date

Printed Name Jason Shoemaker

Interconnection Customer: James Energy Center, LLC

By: Andrew Foukal	President	2/23/21
Name	Title	Date

Andrew Foukal
Printed Name

EXHIBIT C

Capital Payment Schedule

Within 90 days after signing of Siting Agreement for the Project	**$5,000.00**
Commencement of Construction on the Project	**$10,000.00**
Lynchburg Fire Department special equipment contribution at Commencement of Construction of the Project	**$30,000.00**
Within 90 days of Commercial Operation of Project	**$10,000.00**

RESOLUTION: **#R-24-______**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That, pursuant to the authorities described under Article 7.3, Chapter 22, Title 15.2 of the Code of Virginia, 1950, as amended, the ENERGY STORAGE FACILITY SITING AGREEMENT, dated as of May 28, 2024, between the City of Lynchburg, Virginia ("City") and James Energy Center LLC (d/b/a East Point Energy), being specific to the development, installation, building, and operation of an approximately 20MW megawatt battery energy storage facility upon Tax Map Nos. 13701006 (3920 Harbor Street, Lynchburg, Virginia 24503) & 13701025 (109 Old Trents Ferry Road, Lynchburg, Virginia 24503), is hereby approved. Such agreement is incorporated herein by reference.

2. That the City Manager is hereby authorized to execute the said agreement on behalf of the City and he, or his designee where permitted, is further authorized to take any and all other actions on behalf of the City and execute any and all other documents connected to the same or connected to the said energy storage facility on behalf of the City.

3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: ________________________________
Clerk of Council

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
May 14, 2024	William Martin, Community Development Director

AGENDA ITEM # IV.4

Siting Agreement - 2904 Carroll Avenue

RECOMMENDATION

This item will appear for City Council vote on the May 28, 2024, Public Hearing agenda. Approval of adopting Siting Agreement for 2904 Carroll Avenue.

SUMMARY

Quarry Energy Center, LLC is requesting that the City enter into a "Siting Agreement" for a proposed battery energy storage facility to be located at 2904 Carroll Avenue. The proposed facility would be permitted "by-right" on the industrial zoned property. The submitted siting agreement indicates the facility could be as much as twenty (20) megawatts. The Code of Virginia §15.2-2316.7 provides that the City and the applicant may enter into a Siting Agreement in order to mitigate impacts related to the facility and provide financial compensation to the City in order to address capital needs. Impacts related to these types of facilities include emergency response, and depending on the underlying zoning, loss of housing opportunities or job creation.

Quarry Energy Center, LLC is offering a total of $65,000 payment to the City which would be disbursed based upon a Capital Payment Schedule as listed in Exhibit C of the Agreement:
$5,000 - within ninety (90) days of agreement.
$20,000 - commencement of construction.
$40,000 -within ninety (90) days of commercial operation.

These one-time payments are separate from and in addition to real estate taxes and proposed revenue sharing.

PRIOR ACTION(S)

January 23, 2024: City Council adopted Zoning Ordinance Section 35.2-74, Decommissioning Surety for Energy Storage Facilities.

April 23, 2024: City Council Business Item Briefing on Revenue Sharing Ordinance.

FISCAL IMPACT

One-time City revenue of $65,000.

CONTACT(S)

William Martin, Community Development Director
Matthew Freedman, City Attorney

ATTACHMENT(S)

1. Siting Agreement (QuarryEC)
2. Proposed Resolution - Quarry Energy Center LLC Siting Agreement

REVIEWED BY

William Martin, Community Development Director

Date: May 01, 2024

Kent White, Assistant City Manager

Date: May 02, 2024

Alicia Finney, Clerk of Council

Date: May 08, 2024

ENERGY STORAGE FACILITY SITING AGREEMENT

This Energy Storage Facility Siting Agreement ("Agreement"), dated as of May 28, 2024 (the "Effective Date"), is by and between the **City of Lynchburg, Virginia**, a municipal corporation and political subdivision of the Commonwealth of Virginia ("City") and **Quarry Energy Center LLC** ("Applicant"). The City and Applicant are herein each a "Party" and collectively, the "Parties".

RECITALS

A. The Applicant owns, has acquired, has leased, or has a right to acquire or lease certain parcels of land in the City consisting of 11.5 acres, identified as Tax Map No. 05106011, and more fully described on the Concept Plan attached hereto as **Exhibit A** (collectively, the "Property").

B. The Applicant intends to develop, install, build, and operate an approximately 20MW megawatt battery energy storage facility on the Property ("Project") based upon an interconnection application, a copy of which is attached hereto as **Exhibit B**. This Project is commonly known as Quarry Energy Center.

C. Pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, titled "Siting of Solar Projects and Energy Storage Projects," the Applicant and the City may enter into a siting agreement ("Siting Agreement") for the Project.

D. The parties have negotiated this Siting Agreement pursuant to Virginia Code § 15.2-2316.7. The City and the Applicant enter into this Agreement for the purpose of complying with Virginia Code § 15.2-2316.7 and to set forth their respective rights, duties, and obligations.

E. Pursuant to Virginia Code § 58.1-3660, the battery storage systems associated with the Project, which are considered "certified pollution control equipment" are partially exempt from local property taxation pursuant to Article X, Section 6(d) of the Constitution of Virginia ("Tax Exemption"). The Tax Exemption relates to personal property (or machinery and tools) taxes on the energy storage facility only and does not affect the City's right to collect real estate taxes for the Property. However, the parties have agreed to use a revenue share as contemplated under Lynchburg City Code § 36-154.2 (effective July 1, 2024) in lieu of machinery and tools taxes for the facilities related to the Project.

G. In addition to its real estate tax obligations, which are not affected by this Agreement, the Applicant has agreed to make the Capital Payments set out in **Exhibit C** in order to mitigate the impacts of the Project and for the other reasons stated in Virginia Code § 15.2-2316.7.

H. Pursuant to Virginia Code § 15.2-2316.8(B), the City has held a public hearing in accordance with subsection A of Virginia Code § 15.2-2204 for the purpose of considering this

Agreement, after which a majority of a quorum of the members of the City Council of the City of Lynchburg ("Council") approved this Agreement.

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Applicant hereby agree as follows:

Article I
Project Conditions, Valuation, Enforcement and Mitigation

1. Decommissioning and Surety Bond. The Applicant shall procure and maintain decommissioning security for the Project as a condition of approval of a site plan for the Project as required by the Code. Further, within ten (10) days of a written request after approval of a site plan for the Project, and as directed by the City, in the City's sole discretion, the Applicant shall provide such surety bonds, removal bonds, letters of credit, guaranties, and the like for the Project and for the benefit of the City from banks and/or companies authorized to do business in the Commonwealth of Virginia and execute a decommissioning agreement in accordance with the Code, in form and substance reasonably acceptable to the City.

Article II
Payments

1. Capital Payments. The Applicant shall make Capital Payments to the City as set forth in **Exhibit C** attached hereto (each a "Payment" and collectively, the "Payments") in the amounts and on the schedule contained therein. The Parties acknowledge that, except as otherwise provided herein, the Applicant's obligation to make Payments shall be conditioned upon the Project achieving the corresponding milestone referenced in **Exhibit C**. For the purposes of the Payment to be made upon Commercial Operation of the Project, "Commercial Operation" means the date upon which the Applicant first receives or transmits electricity at the Project to an electrical substation or otherwise transmits or distributes electricity generated from the Project to the power grid. For the purposes of the Payment to be made upon the Commencement of Construction, "Commencement of Construction" means the earliest date on which construction equipment is mobilized at the Project site.

2. Statutory Structure of Payments; **Statement of Benefit.** The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.6 et seq., the Payments are authorized by statute and it acknowledges that it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. The Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with the installation of the Project with clear project design terms, which provide for mitigation of effects on the surrounding properties and the City of Lynchburg community. Additionally, the Applicant acknowledges that this Agreement provides for a clear and predictable stream of future payments to the City in amounts fair to both Parties.

3. Revenue Share and Real Estate Taxes. The Payments are separate and distinct from any amounts that are or will be owed by the Applicant to the City for any other tax or financial obligations. The Payments shall be in addition to any other tax or financial obligations that may be applicable to the Project or the Applicant. Without limiting the foregoing, nothing in this Agreement shall limit the application of the Code to the Project.

4. Use of Payments by the City. The City shall use the Payments as permitted under Virginia Code § 15.2-2316.7(B) or as otherwise permitted by law.

5. Effect of Agreement. This Agreement shall be binding in the City pursuant to Virginia Code § 15.2-2316.8(A)(3). This Agreement is expressly conditioned upon the City's approval of a site plan for the Project in accordance with the Code. If such approvals are not granted, this Agreement shall be void.

Article III
Emergency Response Training

1. Emergency Resources. The Applicant will pay directly for any specialized training the City and the Applicant mutually determine is necessary to prepare for responding to a fire or similar event at the Project, is to be provided by a fire safety expert and include at a minimum an Emergency Response Plan and an Emergency Response Training.

Article IV
Compliance, Permits and Approvals

1. Compliance. The Applicant will develop, install, build, operate, and decommission the Project in compliance with all applicable federal, state, and local laws, regulations, ordinances, licenses, approvals, and permits. In the event that the Applicant is notified of any violation at the Project of any applicable federal, state or local laws, regulations, ordinances, licenses, approvals, and permits, the Applicant shall (a) notify the City of said violation within ten (10) business days, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation.

2. Approvals. If the Applicant elects to develop, install, build, and operate the Project, the Applicant will apply to all federal, state, and local regulating authorities and will seek to obtain all required licenses, approvals, and permits for the Project. The Applicant agrees that all activities associated with the Project shall be in accordance with the terms of this Agreement, the Code, all other applicable building and zoning regulations, and all other applicable federal, state, and local laws, ordinances, and regulations.

3. Cooperation. As part of the consideration for this Agreement, the City will cooperate fully with the Applicant's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits. The City will make available to the Applicant, upon request, access to all records and data in its possession or control pertaining to the Project that are not otherwise required to be confidential by law, or subject to attorney-client privilege or other applicable legal privilege or confidentiality requirement. The City will use its best efforts to support and cooperate with the Applicant's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the Project construction, and for the Project's operation, and will process requests for permits and other approvals required by City ordinances. The City will take no action intended to frustrate or prevent the Applicant from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any Conditional Use Permit (CUP). Provided however, nothing herein shall be construed to require the City or the Council to undertake any action not authorized by law or to exercise any legislative function in favor of the Applicant.

4. Construction. Site construction shall be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP.

5. Decommissioning. The Project shall be decommissioned in accordance with requirements in the Lynchburg City Code and a decommissioning agreement entered in accordance therewith.

Article V
Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall continue until the Termination Date. The Applicant shall have no obligation hereunder after the Termination Date. The termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation. "Termination Date" means the Applicant's commencement of the decommissioning of all or a material portion of the Project or its written notification to the City that it is no longer developing the Project pursuant to Article V.3 of this Agreement.

2. Mutual Covenants. The Applicant covenants to the City that it will pay the City the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the City covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement. If after twenty (20) years from the Commercial Operation Date a Termination Date has not occurred, then the Parties covenant to discuss in good faith any ongoing impacts of the Project that need additional mitigation and the acceptable forms of mitigation, including evaluation of additional compensation.

3. No Obligation to Develop. The Applicant has no obligation to develop the Project. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the

Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement. Any Payment by the Applicant prior to a decision to suspend or abandon the Project is non-refundable.

4. Successors and Assigns. This Agreement will be binding upon the assigns and successors in interest of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. No assignment of this Agreement or any right or obligation accruing under this Agreement shall be made by the Applicant without the express written consent of the City, which consent shall not be unreasonably withheld or delayed. Any assignment, other than as permitted by this Section, without the consent of the City, shall be void. In the event of any approved assignment, the assignee or successor in interest shall assume the liabilities of the Applicant. For the purpose of this Section, an assignment shall occur if the Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of the Applicant to another individual or entity. The Applicant and any permitted assignee or successor in interest shall execute such documentation as reasonably requested by the City to memorialize the assignment and assumption by the assignee or successor in interest.

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

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

CITY
City of Lynchburg, Virginia
Council / Manager's Office
Attn: Wynter Benda, City Manager
900 Church Street – 3rd Floor
Lynchburg, VA 24504

With copies to:
City of Lynchburg, Virginia
City Attorney's Office
Attn: Matthew Freedman, City Attorney
900 Church Street – 3rd Floor
Lynchburg, VA 24504

City of Lynchburg, Virginia
Department of Community Development
Attn: Tom Martin, Director
900 Church Street – 2nd Floor
Lynchburg, VA 24504

APPLICANT
East Point Energy
Attn: General Counsel
310 4th Street NE, 3rd Floor
Charlottesville, VA 22902

The City and the Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent without need of a formal amendment to this Agreement. All notices provided as contemplated hereunder shall be deemed received after five (5) calendar days have passed from their mailing/sending date.

7. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. The Parties (a) agree that any suit, action or other legal proceeding, as between the parties hereto, arising out of or relating to this agreement shall be brought and tried only in the Circuit Court or General District Court of the City of Lynchburg, Virginia, as jurisdiction may lie, (b) consent to the jurisdiction of such court in any such suit, action or proceeding, and (c) waive any objection which any of them may have to the laying of venue or any such suit, action, or proceeding in such court and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

9. Subject-to-Appropriation. All payments and other performances by the City under this Agreement are subject to Council approval and annual appropriation of funds by the Council. It is understood and agreed among the parties that the City shall be bound hereunder only to the extent of the funds legally available or which may hereafter become legally available for the purposes of this Agreement.

10. Severability; Invalidity Clause. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall, subject to any necessary Council meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

11. Entire Agreement. This Agreement and its exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by the Parties. All exhibits to this Agreement are expressly incorporated into this Agreement by reference.

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

13. Insurance. The Applicant will obtain and maintain all insurance coverage required by applicable law. Further, the Applicant will obtain and maintain in effect until decommissioning and removal comprehensive general liability insurance in an amount $5,000,000. The City, its officers, employees, and agents shall be listed as additional insureds under such policy. All rights of subrogation shall be waived against the City, its officers, employees, and agents (the "Indemnified Parties") under such policy. Such additional insured status and subrogation requirement shall be shown on all Certificates of Insurance issues under such policy. The Applicant shall indemnify and hold harmless the Indenified Parties for all claims arising out of this Agreement, including reasonable costs of defense of such claims, provided such claims do not arise solely from the gross negligence of the Indemnified Party.

14. Default.

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

b. This Agreement may be terminated by the City in the event of a material breach of this Agreement by the Applicant that has not been cured within sixty (60) days of written notice thereof being received by the Applicant. If the Applicant initiates a cure within such period and continues to diligently pursue such cure to completion, the Agreement shall not terminate. A material breach shall mean a failure to comply with (1) any of the provisions of this Agreement, (2) the permits and approvals under which the Project will be operated or built, or (3) applicable federal, state laws or local laws, regulations, ordinances, licenses, approvals, and permits. A material breach shall also include the insolvency of the Applicant or its assignee or successor in interest, such insolvency to be established by the filing of either a voluntary petition in bankruptcy showing the Applicant as the debtor or an involuntary petition that is not dismissed within one hundred eighty (180) days of its filing, a written admission of inability to pay its bills as they come due, entry of receivership, trusteeship, composition, or similar arrangement, or a general assignment for the benefit of creditors. Provided, however, the Applicant's complying or taking action consistent with any governmental or regulatory warning letter, notice of violation, or plan of action shall be deemed a cure if the compliance or the action is initiated by the Applicant within sixty (60) days of the Applicant receiving the warning letter, notice of violation, or action plan. The Applicant's failure after receiving written notice to resolve as soon as practically possible, a material breach that state or federal authorities determine threaten the safety of the public or threatens to cause material environmental damage, shall entitle the City to terminate this Agreement effective immediately upon the Applicant's failure to act as soon as practically possible. Further, the City may terminate this Agreement effective immediately if the Applicant fails to pay an amount due under this Agreement within thirty (30) days of receiving from the City's written notice of the failure to pay.

c. In the event of a breach and the appropriate notice thereof to the Applicant by the City, the cure periods noted above may be extended at the sole discretion of the City without the City waiving its right to terminate the Agreement at any time prior to the cure being made by the Applicant.

d. If the City terminates this Agreement as provided herein, the Applicant shall cease operations at the Project and commence decommissioning the Project. If the Applicant fails to decommission the Project, the City may call on the decommissioning security.

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

15. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement, other than the obligation to make timely Payments, that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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

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

18. Recitals and Exhibits. The above stated recitals and previously described exhibits are expressly incorporated herein by reference.

[signature page follows]

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

QUARRY ENERGY CENTER LLC
d/b/a EAST POINT ENERGY

(SEAL)

By: ___________________________
Name: _________________________
Title: _________________________

Attest:_____________________
Name:_____________________
Title:______________________

CITY OF LYNCHBURG, VIRGINIA

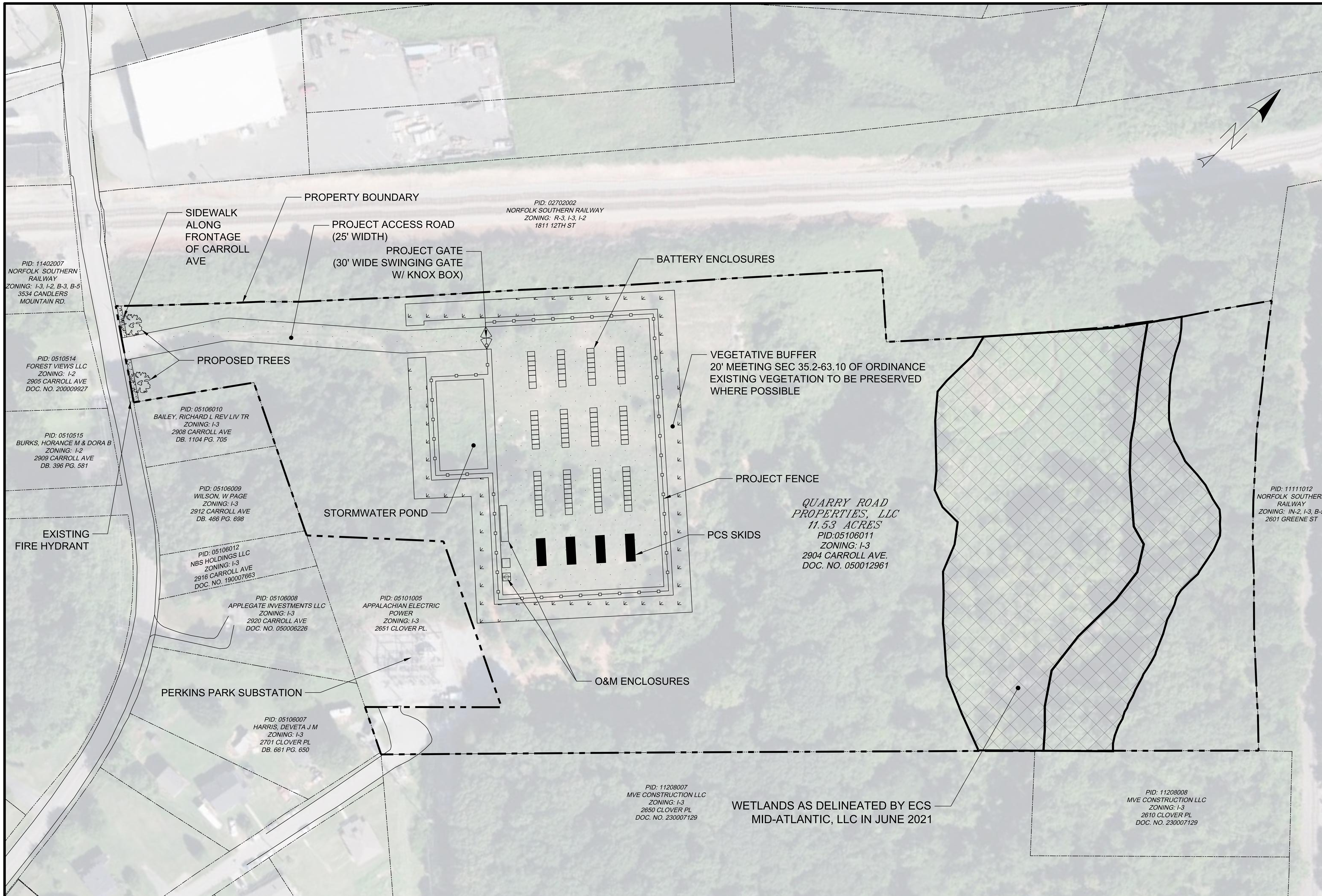
By: _________________________________
Name: Wynter C. Benda
Title: City Manager

(SEAL)

Attest:_____________________
Name:_____________________
Title:______________________

Approved as to form:

____
City Attorney/Designee



GENERAL NOTES

1. THIS DRAWING IS A PRELIMINARY DESIGN - NOT FOR CONSTRUCTION.
2. ALL DIMENSIONS SPECIFIED HERE ARE FOR REFERENCE ONLY, DO NOT SCALE THIS DRAWING.
3. EQUIPMENT TYPE, QUANTITY, AND LOCATION IS REPRESENTATIVE ONLY AND MAY CHANGE BASED ON AVAILABILITY AND FINAL DESIGN.
4. LIGHTING PLAN TO BE COMPLIANT WITH SECTION 35.2-65 WITH FULL PLAN SUBMITTAL.
5. ALL AREAS NOT USED FOR OPERATIONS TO BE REFORESTED PER CITY ORDINANCE SECTION 35.2-63.4.

EXHIBIT A - CONCEPT PLAN

QUANTITIES	
TREES	2

DATE	04/10/2024
BY	TD
PAGE	1

EAST POINT ENERGY
AN EQUINOR COMPANY

QUARRY ENERGY CENTER, LLC

2904 CARROLL AVENUE
LYNCHBURG, VA 24501

PREPARED FOR INTERNAL USE

PRELIMINARY

NOT FOR CONSTRUCTION

EXHIBIT B - INTERCONNECTION APPLICATION

ATTACHMENT N

Form of

Generation Interconnection Feasibility Study Agreement

RECITALS

1. This Generation Interconnection Feasibility Study Agreement, dated as of 02/23/2021 , is entered into, by and between Quarry Energy Center, LLC ("Interconnection Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") (individually referred to as a "Party," or collectively referred to as the "Parties") pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff") (the "Agreement"). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. By submitting this Agreement and complying with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request. In accordance with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has also submitted with this Agreement the applicable required deposit to the Transmission Provider.
3. By submitting this Agreement to the Transmission Provider, the Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications:
   a. Location of generating unit site (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site):

      Latitude: 37.3882640 Longitude: -79.1551830

   b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site for a minimum of three years for large generation, or for a minimum of two years for small generation. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof. If the evidence of ownership interest in, or right to acquire or control the generating site is not yet available, provide a detailed explanation of why such evidence is not available and provide a good faith estimated date upon which such evidence shall be submitted to the Transmission Provider. Though site control evidence may be submitted separately from this Agreement, the Interconnection Request is still subject to the overall deficiency review period and deficiency response period time constraints provided for in Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, and shall not be assigned a Queue Position without site control evidence acceptable to the Transmission Provider.:

   c. Specification of Requested Maximum Facility Output and Requested Capacity Interconnection Rights. The requested Maximum Facility Output megawatts and requested Capacity Interconnection Rights megawatts indicated in this section may be reduced as this Interconnection Request proceeds in the Transmission Provider Interconnection Request process, but may not be increased after this Agreement is submitted to the Transmission Provider.

i. For new generating units, complete the following chart:

Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	20.000000
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	20.000000

ii. For existing generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Proposed Facility Incremental Increase	Total
Maximum Facility Output (as defined in the PJM Tariff) in Megawatts			
Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts			

iii. For new Behind The Meter generating units, complete the following chart:

Gross Generator Output in Megawatts	
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)	
Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

iv. For existing Behind The Meter generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Requested Facility Increase	Total
Gross Generator Output in Megawatts			
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)			
Maximum Facility Output (as defined in the PJM Tariff) to be exported from the Behind the Meter Generator onto the PJM System, in Megawatts			
Capacity Interconnection Rights, in Megawatts			

d. Identify the fuel type of the new or existing generating unit:
Storage

e. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:

f. Planned date the new generating unit or increase in capability will be in service:
10/31/2022

g. Other related information, including for example, but not limited to, identifying: all of Interconnection Customer's prior Queue Positions; stating whether the Interconnection Customer has submitted a previous Interconnection Request for this particular project; and, if this Interconnection Request proposes an increase in capability to an existing generating unit, then identify whether the existing generating unit is subject to an existing Interconnection Agreement and/or Power Purchase Agreement: 200 MWh

THE FOLLOWING APPLIES TO BEHIND THE METER GENERATION:

a. If Behind the Meter Generation is identified in this Agreement, all of the requirements in Section 36.1A of the PJM Tariff must also be met.

b. Identify the type and size of the load located (or to be located) at the site of such generation, and attach a PDF format single line diagram depicting the location of the load in relation to the site of such generation:

____

____

c. Describe the electrical connections between the generation facility and the load.

____

____

THE FOLLOWING APPLIES TO ENERGY STORAGE RESOURCES

Primary frequency response range for Energy Storage Resources:

Minimum State of Charge: 0% : and

Maximum State of Charge: 100% .

PURPOSE OF THE FEASIBILITY STUDY

4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.

5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

CONFIDENTIALITY

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.

7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.

8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

COST RESPONSIBILITY

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.01, 110, 111, or 112 of the PJM Tariff, as applicable, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 2 of this agreement, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs. If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described in Sections 36.1.01, 110, 111, or 112), then the Interconnection Customer must either: (1) withdraw the Generation Interconnection Request during the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112); or (2) pay all additional estimated costs prior to the expiration of the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112). If the Interconnection Customer fails to complete either (1) or (2), then the Generation Interconnection Request shall be deemed to be terminated and withdrawn. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten business days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY. The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.

11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

    Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

MISCELLANEOUS

12. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

    Transmission Provider
    PJM Interconnection, L.L.C.
    2750 Monroe Blvd.
    Audubon, PA 19403

    Interconnection Customer
    Quarry Energy Center, LLC
    200 Garrett Street, Suite J
    Charlottesville, Virginia 22902

13. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

14. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto.

15. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.

16. Neither this Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.

18. Governing Law, Regulatory Authority, and Rules

    The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Virginia (the state where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. No Third-Party Beneficiaries

    This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

20. Multiple Counterparts

    This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.

21. No Partnership

    This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

22. Severability

    If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

23. Reservation of Rights

    The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission ("FERC") to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or

206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

CERTIFICATION

By initialing the line next to each of the following required elements, Interconnection Customer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Interconnection Request is being submitted electronically, each of the required elements must be submitted electronically as individual PDF files, together with an electronic PDF copy of this signed Agreement):

AF	**Specification of the location of the proposed generating unit site or existing generating unit (including both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site)**
AF	**Evidence of an ownership interest in, or right to acquire or control the generating unit site**
AF	**The megawatt size of the proposed generating unit or the amount of increase in megawatt capability of an existing generating unit, and identification of any megawatt portion of the facility's capability that will be a Capacity Resource**
AF	**Identification of the fuel type of the proposed generating unit or upgrade thereto**
AF	**Description of the equipment configuration and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator**
AF	**The planned date that the proposed generating unit or increase in megawatt capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years**
AF	**All additional information prescribed by the Transmission Provider in the PJM Manuals**
AF	**The full amount (including both the refundable and non-refundable portions) of the required deposit**

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: Jason Shoemaker	Manager, Interconnection Projects	3/18/2021
Name	Title	Date

Printed Name Jason Shoemaker

Interconnection Customer: Quarry Energy Center, LLC

By: Andrew Foukal	President	2/23/21
Name	Title	Date

Andrew Foukal
Printed Name

EXHIBIT C

Capital Payment Schedule

Within 90 days after signing of Siting Agreement for the Project	**$5,000.00**
Commencement of Construction on the Project	**$20,000.00**
Within 90 days of Commercial Operation of Project	**$40,000.00**

RESOLUTION: **#R-24-______**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That, pursuant to the authorities described under Article 7.3, Chapter 22, Title 15.2 of the Code of Virginia, 1950, as amended, the ENERGY STORAGE FACILITY SITING AGREEMENT, dated as of May 28, 2024, between the City of Lynchburg, Virginia ("City") and Quarry Energy Center LLC (d/b/a East Point Energy), being specific to the development, installation, building, and operation of an approximately 20MW megawatt battery energy storage facility upon Tax Map No. 05106011 (2904 Carroll Avenue, Lynchburg, Virginia 24501), is hereby approved. Such agreement is incorporated herein by reference.

2. That the City Manager is hereby authorized to execute the said agreement on behalf of the City and he, or his designee where permitted, is further authorized to take any and all other actions on behalf of the City and execute any and all other documents connected to the same or connected to the said energy storage facility on behalf of the City.

3. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: __________________________________
Clerk of Council

AGENDA ITEM SUMMARY

MEETING DATE	PRESENTED BY
May 14, 2024	Thomas Delaney, Museum Director

AGENDA ITEM # IV.5

VA 250 Local Committee

RECOMMENDATION

This item will appear for City Council vote on the May 28, 2024,General Business agenda. Establish the City of Lynchburg's VA 250 Local Committee.

SUMMARY

VA 250 local committees work with the State's VA 250 Commission to commemorate the 250th anniversary of Virginia's role in American independence (1776–1781). The state's commission will provide grant funding opportunities for commemorative events or projects and will make available programs to include traveling exhibitions and teacher resources to the local committee. Grants are offered through the Virginia Tourism Corporation and Virginia Humanities.
Local representatives have self-selected as Lynchburg's committee and listed themselves on the VA250 website; the committee contact is listed as Ashleigh Meyer, with the Old City Cemetary (Southern Memorial Association). The narrative from the website listing notes "Old City Cemetery will serve as the focal point for Lynchburg's 250th programming, and we are excited to work with the Lynchburg Museum, Jones Memorial Library, area historians, and the nearby counties of Bedford and Campbell to bring about a regional celebration of this important anniversary for our nation."

To have an officially recognized (or "certified") VA 250 committee, City Council must pass a support resolution. The attached resolution formally designates the local committee through December 31, 2026 and assigns the Southern Memorial Association as the fiscal agent for purposes of applying for receiving and managing state programs and grants on behalf of the committee.

PRIOR ACTION(S)

April 23, 2024: Vice-Mayor Faraldi asked that a resolution be prepared to support formation of Lynchburg's VA 250 local committee.

FISCAL IMPACT

N/A - The resolution assigns the Southern Memorial Association as the fiscal agent for the committee.

CONTACT(S)

Thomas Delaney, Museum Director

ATTACHMENT(S)

1. Proposed Resolution - VA250 Local Committee

REVIEWED BY

Date: May 08, 2024

Marjette Upshur, Director of Economic Devleopment & Toursim

Date: May 08, 2024

Kent White, Assistant City Manager

Date: May 08, 2024

Alicia Finney, Clerk of Council

RESOLUTION: #R-24-______

WHEREAS, the Council of the City of Lynchburg, Virginia is dedicated to the furtherance of economic development and tourism in the Commonwealth of Virginia and within the corporate limits of the City of Lynchburg, Virginia (the "City"); and

WHEREAS, the Virginia American Revolution 250 Commission ("VA250") was created in 2020 by the Virginia General Assembly for the purposes of preparing for and commemorating the 250th anniversary of Virginia's participation in American independence; and

WHEREAS, VA250 has requested that each locality in Virginia form a committee to aid in planning of the said commemoration; and

WHEREAS, the Council of the City desires to form a VA250 committee, and that committee will plan and coordinate programs specific to VA250's aforesaid purposes and communicate regularly with VA250; and

WHEREAS, the Council of the City desires to undertake this endeavor with VA250 to promote and commemorate this important historic milestone; and

WHEREAS, the Southern Memorial Association has agreed to serve as the fiscal agent (in lieu of the City) for the local VA 250 committee if created by the Council of the City.

WHEREAS, the Southern Memorial Association has also agreed to serve as the liason between the City, the said local VA 250 committee, and VA250 for purposes of assisting the said local VA250 committee in its operations, to help the said local VA250 committee communicate with VA250, and to assist the said local VA250 committee in fulfilling its purposes

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LYNCHBURG:

1. That the VA250 Committee for the City of Lynchburg, Virginia (the "Committee") is hereby created for the purposes of preparing for and commemorating the 250th anniversary of Virginia's participation in American independence.

2. That the Council of the City shall appoint the membership of the Committee, which, to the extent possible, should include representatives from the following:

   Tourism, especially local attractions, lodging, and restaurants
   Economic development
   Education – primary through college level where possible
   Tribal representatives
   Museums and historic sites
   Local historical and cultural groups
   Local governing body

3. That the membership of the Committee shall be composed of no less than seven (7) persons nor more than fifteen (15) persons. In addition to its membership, the Southern Memorial Association (or any successor entity of the same), a Virginia nonstock corporation, shall serve as the liaison between the City, the Committee, and VA250 for purposes of

assisting the Committee in its operations, to help the Committee communicate with VA250, and to assist the Committee in fulfilling its purposes.

4. That, where necessary and where requested by the Committee, the Southern Memorial Association (or any successor entity of the same) shall serve as the fiscal agent for the Committee and, if needed, apply for, receive, manage, and expend grants/funds on its behalf. The City shall not serve as the fiscal agent for the Committee nor apply for, receive, manage, nor expend grants/funds on the Committee's behalf.

5. That all funds received by/for the purposes of the Committee shall be properly managed, accounted for, and used lawfully. When requested, financial accountings and other related records will be provided to the Chief Financial Officer of the City and/or VA250.

6. That the Committee shall be deemed automatically dissolved and terminated upon all of its affairs, obligations, and purposes being concluded, which shall be accomplished no later than December 31, 2026. A letter from the former Committee Chairperson or the President of the Southern Memorial Association (or any successor entity of the same) confirming such dissolution shall be forwarded to the City Manager by January 10, 2027. Such letter shall include an accounting showing how the Committee and the Southern Memorial Association (or any successor entity of the same) handled all of the financial assets connected to the Committee before its dissolution.

7. That this Resolution shall become effective upon its adoption.

Adopted:

Certified: ________________________________
Clerk of Council

(Remainder of Page Intentionally Left Blank)

By joining in this Resolution through signature of its authorized representative, the Southern Memorial Association agrees to the content of this Resolution.

Southern Memorial Association

By:___________________________________

Printed Name:_________________________

Its: ___________________________________

Commonwealth of Virginia,
City of Lynchburg, *to-wit:*

The foregoing instrument was acknowledged before me by ________________________________, the _______________________________ of the Southern Memorial Association, on this the _________ day of ___________________, 2024, on behalf of the said association.

____
Notary Public

My Commission Expires:_________________________
Notary Registration No.__________________________