



DANVILLE CITY COUNCIL WORK SESSION AGENDA

MUNICIPAL BUILDING

August 4, 2022

7:30 P.M.

MEETING CALLED TO ORDER

MINUTES

- A. Consideration of Approval of Minutes from Regular Work Session held on July 5, 2022.
Council Letter Number CL - 2812.

WORK SESSION ITEMS

- A. Consideration of Authorizing the Execution of a Permanent Utility Easement in Pittsylvania County.
Council Letter Number CL - 2802.
- B. Consideration of Approving and Authorizing the City Manager to Enter Into a Purchase Power Agreement for Twenty Megawatts of Solar Energy.
Council Letter Number CL - 2805.
- C. Consideration of Approving the Purchase and Acquisition of the Page Road Water Pumping Station from Pittsylvania County.
Council Letter Number CL - 2804.

PROGRAM UPDATE

Presentation on City of Danville Utilities
Jason Grey, Director of Utilities

ECONOMIC DEVELOPMENT UPDATE

COMMUNICATIONS FROM

- A. City Manager
- B. Deputy City Manager
- C. City Attorney
- D. City Clerk
- E. Roll Call

CLOSED MEETING

As Permitted by Subsection (A)(3) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion or consideration of the acquisition of real property or of the disposition of publicly held real property; and

As Permitted by Subsection (A)(5) of Section 2.2-3711 of the Code of Virginia, 1950, as amended for discussion concerning a prospective business or industry related to economic development.

- A. Motion to Convene in Closed Meeting
- B. Motion to Reconvene in Open Meeting
- C. Motion to Certify Closed Meeting

ADJOURNMENT

Council Letter

City of Danville, Virginia



CL-2812

Meeting Minutes A.

Work Session Meeting

Meeting Date: 08/02/2022

Subject: Consideration of Approval of Meeting Minutes

From: Susan M. DeMasi, City Clerk

COUNCIL ACTION

Work Session: 08/02/2022

SUMMARY

Consideration of Approval of Minutes from Regular Work Session held on July 5, 2022.

Council Letter Number CL - 2812.

Attachments

Meeting Minutes

July 5, 2022

A Regular Work Session of the Danville City Council convened on July 5, 2022, at 8:30 p.m. in Conference Room located on the Fourth Floor of the Municipal Building. Council Members present were: James B. Buckner, L.G. "Larry" Campbell Jr., Bryant Hood, Mayor Alonzo Jones, Barry P. Mayo, Vice Mayor Gary P. Miller, Sherman M. Saunders, J. Lee Vogler, Jr., and Madison J.R. Whittle (9). Reverend Campbell left the meeting at 9:00 p.m.

Staff Members present were: City Manager Ken Larking, Deputy City Manager Earl B. Reynolds, Jr., and City Attorney W. Clarke Whitfield Jr., City Clerk Susan M. DeMasi, was absent.

Mayor Jones presided.

MINUTES

Upon **Motion** by Council Member Buckner and **second** by Council Member Mayo, Minutes of the Regular Work Session held on June 6, 2022 were approved as presented. Draft copies were distributed to Council Members prior to the Meeting.

WORK SESSION ITEMS

CONSIDERATION OF VDOT SMART SCALE PROJECT APPLICATIONS

Council had no questions or comments and agreed to put this item on an upcoming business meeting agenda.

PROGRAM UPDATES

Director of Parks and Recreation, Bill Sgrinia, introduced Dr. Stephanie Lovely, Parks & Recreation Facilities & Services Planner. Dr. Lovely explained parks were a vital part of the City and staff has been very thoughtful about how they were proceeding, what steps they were taking, and how they were involving people. They were looking at all the parks together in context of the City, and involving as many stakeholders as possible. They were making sure they were hearing as many voices and as many perspectives as possible.

There were twenty-one neighborhood parks surrounded by residential communities; these parks cross over many areas of the community, and can cross over to many more depending on how they were designed. Staff was holding events and building trust, and were making sure through the process of evaluating and planning the parks, people were aware of what was going on, that it was accessible for them to be a part of it, and that the City was accountable to them. Their plan was resident led, however, the framework for it was very strategic, based on best practices, knowledge from the community and other communities. The parks together were a system. Staff knows that they cannot offer everything at every park, but want to make sure resources were available to populations and people across the City, within a network, in a reasonable travel distance, and people can go and have a variety of experiences.

They were putting the residents at the forefront of the process. Their evaluation was based on resident feedback and knowledge, and it was a very engaging process. Residents were coming to meetings, staff was going out to meet residents, and their number one goal for this was creating park spaces that were useful and relevant to the communities around them. Residents that come to the meetings learn what it takes to make a park, and how they can do things on their own that the City will support. Dr. Lovely noted she was grateful for the support of City Council, having them attend events, and it really enhances that trust in the process. All this information was

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available on the City's website, citizens can offer comments, suggestions and sign up to attend meetings as well, and see the progress of the planning. There were many ways for citizens to be involved. Mr. Sgrinia noted they were focused on the physical space, what people want, but they really were about building community.

Mr. Sgrinia updated Council on various projects beginning with the Ballou Park playground replacement; this was being removed today and staff was trying to find out if the new one was shipping next week or the week after. This playground was designed by people from the community to be inclusive and reach all different aspects of the ADA requirements.

Westmoreland Park was a resident led designed park, and they were also doing all the fundraising themselves for it. It had three different phases and staff was trying to combine Phase 1 and 2 which would be the construction of the picnic shelter, the playground, and hopefully address the basketball court if the money was available. Staff hopes to have the designs to City Planning by late July or early August to start the review process and get it out to bid.

The Third Avenue splash pad came in considerably over budget; the agreement was to pursue it as designed and that was what they were doing. They did go back to the architect, engineers and contractors to go through what they could save by eliminating things, and did find good ideas and will be able to save some money. It did come in at \$700,000 over budget. The Doyle Thomas splash pad was a step behind Third Avenue; it was getting ready the end of this month, early August to come to the City to have the designs reviewed for comments and then they will be able to put that out to bid as well. The Ballou Park splash pad was still in the conceptual phase; they have not started designing all the different elements. This design was a larger scale, and the idea was to catch all three splash pads up so that they will be completed around the same time.

The Riverfront Park plans have been reviewed by Planning and Zoning; there were a few comments that needed to be addressed, and they were waiting on permits for building in the flood plain; staff expects those back soon. They were still on schedule to put it out to bid, and can do that before the permits were obtained. The original construction estimate was \$10.1M, the City was fully funded for this project but it has not been bid. The way bids were coming in now, they fully expect it will be more than what it was when they first designed it. They anticipated it taking twelve to eighteen months to complete.

The Whitewater Channel funding for the design and engineering was voted on tonight. They had designers in and a well-known engineer who builds these all over the country; that engineer loves the idea of this project, the history of the area and the way it can fit in to bring more people into the downtown.

For the Public Art Trail, it was always the plan to acquire art pieces as they can, when they have the budget to do so, and they have been doing that over the year. In addition to that, they have been going through the program of loaning, where they have pieces on loan for eighteen months and then they rotate out; they always have new art coming in. This fall, staff will be moving art around downtown. Last week was the first time they have ever had a piece of art vandalized.

For the Bike Share Program, as of last week, the City got all new bikes, but the branding on the bikes was sloppy; they have asked the company to redo that branding. Ridership was very high, they get a lot of use, and take a lot of wear and tear.

The City has put a lot of emphasis into the Old West End, the Five Forks area, and to Doyle Thomas where they were putting a splashpad, as well the River District. It was never too early to

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get out in front of the planning and how they were going to move pedestrians, by walking, biking, scooters, and rental bikes, through those spaces. They have done a conceptual plan that basically uses the road, but improves the road for pedestrians to travel through those spaces.

They have put out an RFP for a public arts masterplan. That will look strategically and holistically at the arts in the city, not just visual but performing arts, and how the City addresses those, and how they develop an arts commission that helps the City recognize the arts and support them through the process. They had their final interview with a candidate last week, a company called Designing Local out of Columbus, OH; they have done public arts master plans in cities around the country and focus on placemaking through art, and using art to support what was being done in the community.

The White Mill bridge was another project they were looking at and would say it was going to be one of the most noticeable features to downtown in time; it can be seen from four different directions, it connects the northside with the southside, and it will connect through the trail. They have the opportunity to do something very unique with this, and Mr. Sgrinia noted they have some money in the CSP to get started on that. Ms. Bobe has given him old structural plans and some conceptual work. Council Member Saunders asked about the safety of the bridge and how often it will be inspected, and Mr. Sgrinia stated this structure had been assessed twice that he has the reports for. They look at everything from the thickness of the metal to the depth of the girders under the water and it was structurally sound. After it was renovated, they will ask that the structural analysis be verified for what was done. Afterwards, it would probably be inspected every five years unless something happens that would warrant it being looked at.

The Walking Trail Bridge was one of the most photographed scenes in the City, and the City has money this year to do a structural assessment. This bridge was built one hundred years ago and they know the wood structure underneath it was deteriorating. They constantly have to repair it, so they will take a look at that; Council may see in the future a CSP request for repairs and renovation of that bridge. There were several boardwalks on the trails, and some were twenty years old; it was a harsh environment, they were down on the water, they get flooded, they were starting to rot, and they were having a hard time repairing them. There was a way to convert these into concrete and staff will be looking at doing that in the future.

The Angler's Park Expansion, a few years ago, they received a little over \$200,000 from the Virginia Outdoors Fund and that was to buy the fifty-four acres from the IDA at the end of Stinson Road; it was pretty much undevelopable, but it was perfect for Parks & Rec. They already have mountain bike trails, so they were using grant money to buy that. They were in the process of having a survey to separate the property the IDA has that was not developable. There will also be future river walk trails, and a trailhead at the end of Stinson Road and it will go down to right below Dan Daniels and join in there.

In last year's budget, there was also money for an addition at Coates Recreation Center. This expansion was an additional 1,000 sq ft or so that can be used for multiple purposes, such as community use, library services and could be used for recreational programming.

On the recreation side, there were a lot of programs and events going on; in the last year the use of City facilities was very high; rentals were being constantly used. It was not unusual to have twenty or thirty picnic shelter rentals in a weekend. The Farmer's Market was open on Wednesday's and throughout the summer. Music events have been going really well and the Children's Festival was a great event. Their struggle now was with staff; they have four programmer positions vacant; these programmers were the ones that put on all these services;

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that's not to mention the part time people that support these programs as well. The Library continues to do great programming; they were starting their first Arts and Humanities Festival this year, using the Union Street Park to do a re-enactment of the *Trials of Edgar Allen Poe*.

Council Member Buckner asked if the Old West End had purchased the land between Pine and Jefferson or if the City owned that; was that being developed by the neighborhood or was someone else developing it. Mr. Sgrinia stated that it was City owned property and that the neighborhood was working with Community Development and Public Works to develop it. Eventually, Parks and Rec will be involved with the design of the park. Right now, they were making sure that it was open and accessible to the public; they cannot build private parks. There need to be trails that connect to different neighborhoods; this one should connect to Doyle Thomas, which will connect to downtown and they were working through the process with them.

Council Member Saunders asked in regard to staffing, how long can they anticipate having a staffing issue in the City and Mayor Jones asked City Manager Ken Larking to bring this issue up after he returned from Harvard.

Council Member Vogler thanked Mr. Sgrinia for his presentation, and asked about the playground coming to Ballou Park, was this going to be an inclusive playground and Mr. Sgrinia stated that all playgrounds were looked at for their inclusiveness, meaning a range of physical and cognitive impairments or disabilities to be able to use them. There were ADA requirements or accessibility elements that they have to have, but also the inclusivity that will allow people of all different abilities to interact with the piece of equipment. Mr. Vogler noted on the splash pads, there were delays on significant projects, and asked if Mr. Sgrinia thought it was safe to say that by Memorial Day next year all three will be operational and Mr. Sgrinia stated that was his hope to have them all up and running by Memorial Day. He felt confident that Third Avenue and Doyle Thomas would be, the one at Ballou Park may be questionable but hopefully it will be completed.

CLOSED MEETING

At 9:07 p.m., Vice Mayor Miller **moved** that this meeting of the City Council of the City of Danville, Virginia be recessed and that Council immediately reconvene in a Closed Meeting for the following purposes: discussion or consideration of the acquisition and/or disposition of real property for a public purpose where discussion in an open meeting would adversely impact the bargaining position of the City as permitted by Subsection A(3) of Section 2.2-3711 of the Code of Virginia, 1950 as amended, and more specifically to consider a discussion regarding the sale and/or potential purchase of a specific parcel of property for use by prospective industrial, commercial, and mixed use projects looking to locate in the City; and an Economic Development discussion and update concerning a prospective business or industry where no previous announcement has been made and/or the expansion of an existing business or industry where no previous announcement has been made as permitted by Subsection (A)(5) of Section 2.2-3711 of the Code of Virginia, 1950, as amended and more specifically to consider: an update on multiple prospective commercial, mixed use, hospitality, and industrial projects considering locating within the City and/or locating within the region in cooperation with the City's regional partners.

The Motion was **seconded** by Council Member Buckner and carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (8)

July 5, 2022

NAY: None
ABSENT: Campbell (1)

Upon unanimous vote at 9:29 p.m., Council reconvened in open session and Vice Mayor Miller **moved** for adoption of the following Resolution:

CERTIFICATE OF CLOSED MEETING

WHEREAS, the Council convened in Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia, 1950, as amended, requires a Certification by the Council that such Closed Meeting was conducted in conformity with Virginia Law;

NOW, THEREFORE, BE IT RESOLVED that the Council hereby certifies that, to the best of each Member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements of Virginia Law under Section 2.2-3711 were heard, discussed or considered, and (ii) only such public business matters as were identified in the Motion by which the Closed Meeting was convened were heard, discussed or considered by the Committee.

The Motion was **seconded** by Council Member Mayo and carried by the following vote:

VOTE: 8-0-1
AYE: Buckner, Hood, Jones, Mayo,
Miller, Saunders, Vogler and Whittle (8)
NAY: None
ABSENT: Campbell (1)

MEETING ADJOURNED AT 9:31 P.M.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Council Letter

City of Danville, Virginia



CL-2802

Work Session A.

Work Session Meeting

Meeting Date: 08/02/2022

Subject: Mount Cross Road Utility Easement-Water Meter Vault

From: Jason Grey, Utilities Director

COUNCIL ACTION

Work Session: 08/02/2022

SUMMARY

Utilities staff has been able to negotiate a proposed \$5,000 permanent easement with the property owner of Pittsylvania County Parcel #2308-72-3185 at the Danville-Pittsylvania County line that will allow the City to move a water metering vault at the intersection of Old Mount Cross Road/Mount Cross Road to the City/County line. This will allow for improved measurement of water to Pittsylvania County. The current method of measurement requires a complex billing adjustment to calculate water sold to Pittsylvania County. Attached is a map and parcel information.

BACKGROUND

When the City annexed part of Mount Cross Road in the 1980s, the water metering vault located at the corner of Old Mount Cross Road and Mount Cross Road was never moved to the new City-County boundary line. Moving the metering vault has been an ongoing effort by the Utilities department, but staff has been unable to find a suitable location with a property owner willing to provide an easement until now. The easement would account for any potential road widening that may or may not be done in the future. The parcel is currently a wooded lot with no plans to develop the property.

RECOMMENDATION

Staff recommends that Danville City Council approve the proposed \$5,000 easement that will allow the Mount Cross Road water metering vault to be moved to the Danville-Pittsylvania County line on Mount Cross Road to allow for improved measurement.

Attachments

Resolution

Parcel Information

Illustration

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2022-____.____

A RESOLUTION OF THE CITY COUNCIL OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE EXECUTION OF A PERMANENT UTILITY EASEMENT ON PARCEL NUMBER 2308-72-3185 IN PITTSYLVANIA COUNTY, VIRGINIA, FOR A PRICE OF \$5,000 PLUS REASONABLE RECORDING COSTS.

WHEREAS, the City of Danville owns and maintains a water metering vault located at the intersection of Old Mount Cross Road and Mount Cross Road; and

WHEREAS, the City of Danville, through its Utility Department has an interest in acquiring a utility easement to relocate the Mount Cross Road water metering vault to the Danville-Pittsylvania County border to improve water measurement to Pittsylvania County; and

WHEREAS, the owner of this property desires to enter into the proposed easement with the City, to allow access and locate the water metering vault on their property.

NOW THEREFORE, BE IT RESOLVED by the City Council of Danville, Virginia, that it hereby approves and authorizes the permanent utility easement for Pittsylvania County parcel 2308-72-3185 for a price of \$5,000.00 plus any applicable recording costs; and

BE IT FURTHER RESOLVED that the City Manager, Kenneth F. Larking, be and he is hereby, authorized to execute on behalf of the City any and all documents as may be necessary to complete the above referenced purchase and effect such conveyance to the City of Danville.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney

Parcel ID: 2308-72-3185
Account Number: 16300-39-0A-0070-0
Property Address N/A

General Information

Owner Name:	DEVANEY, KRISTIE HALL
Owner Address:	309 MCDADE FARM RD RALEIGH, NC 27616
Property Description:	CARTER SPRINGS CO SUBD LOT 70 SEC A
Use Description:	N/A
Total Acreage:	0
Square Footage:	N/A
Zoning Description:	R-1 RESIDENTIAL SUBURBAN SUBDIVISION DISTRICT

Township Description:	01 TUNSTALL MAGISTERIAL DISTRICT
Neighborhood Description:	100 0%
Map Sheet:	N/A
Current Owner Deed Book/Page:	LR20/02601
Deed Date:	6/10/2020
General Remarks:	N/A
Previous Sold Price:	\$

Building Details

Year Built:	N/A
Effective Year Built:	N/A
Number of Stoies :	N/A
Building Area:	N/A
Building Class:	N/A
Building Description:	N/A
Building Remarks:	N/A
Building Grade Factor:	N/A
Building Grade Amount:	N/A

Interior

Basement Area:	N/A
Basement Finished Percentage:	N/A
Main Attic - Finished Area SqFt:	N/A
Main Attic - Unfinished Area SqFt:	N/A
Attic Area:	N/A
Attic Finished Percentage:	N/A
Number of Rooms:	N/A
Number of Bedrooms:	N/A
Full Baths:	N/A
Half Bath:	N/A
Fireplace:	N/A
Chimneys:	N/A
Floor Description:	N/A
Interior Description:	N/A

Exterior

Condition Description:	<i>N/A</i>
Road Description:	01 PAVED
Found Description:	<i>N/A</i>
Structure Description:	<i>N/A</i>
Style Description:	<i>N/A</i>
Exterior Wall Description:	<i>N/A</i>
Roof Description:	<i>N/A</i>

Utilities

Fuel Description:	<i>N/A</i>
Heat Description:	<i>N/A</i>
Air Description:	<i>N/A</i>
Fire Description:	<i>N/A</i>
Main Heating Area SqFt:	<i>N/A</i>
Main Air Conditioned Area SqFt:	<i>N/A</i>
Main Fire Place Area SqFt:	<i>N/A</i>

Assessments Information

Last Appraiser:	<i>N/A</i>
Last Appraised Date:	<i>N/A</i>
Building Undepreciated Value:	<i>N/A</i>
Building Physical:	<i>N/A</i>
Active Building Value:	<i>N/A</i>
Building Subtotal:	<i>N/A</i>
Total Land Value:	\$10,000
Total Building Value:	\$

Total Market Value:	\$10,000
Total Use Deferment:	0
Total Net Value:	\$10,000
Previous Land Value:	\$10,000
Previous Building Value:	\$
Previous Use Deferment:	\$
Previous Net Value:	\$10,000
Total Improvement:	\$

Legend

- ▣ Assessed Parcels
- ▣ Parcels
- ▣ County Boundary



Feet
0 25 50 75 100
1:1,128 / 1"=94 Feet

Title: 2308-72-3185

Date: 7/5/2022

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

DANVILLE UTILITIES

PROPOSED WATER VAULT LOCATION

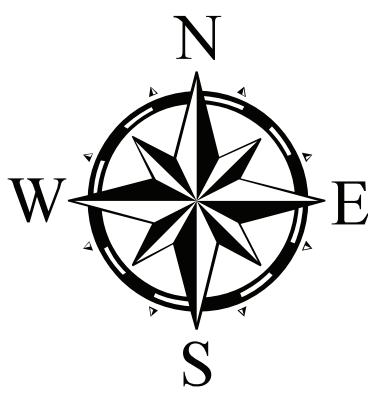
MT. CROSS RD.

PROPOSED WATER
VAULT LOCATION

Street Name	Water Customers
Mt. Cross Rd.	27
Parker Rd	4
Dimon Dr.	1
Womack Dr.	2
Total	34

APPROXIMATELY .8 MILES FROM
EXISTING VAULT LOCATION TO
PROPOSED NEW VAULT LOCATION

EXISTING WATER
VAULT LOCATION



Legend

- City/County Boundary
- City Property Line
- County Property Line
- Easement
- Water Vault
- Existing Danville City Water Main
- Existing County Water Lines
- New Water Lines

0 0.025 0.05 0.1
Miles

Council Letter

City of Danville, Virginia



CL-2805

Work Session B.

Work Session Meeting

Meeting Date: 08/02/2022

Subject: American Municipal Power Solar Project

From: Jason Grey, Utilities Director

COUNCIL ACTION

Work Session: 08/02/2022

SUMMARY

American Municipal Power (AMP) issued a request for proposal (RFP) in 2021 for a solar purchase power agreement. The responses were short-listed and the best-rated and most economical project was chosen to negotiate a term sheet. The Avangrid project in western Ohio was selected as the preferred project to pursue from the RFPs. AMP is currently in the process of subscribing the 150 megawatt solar farm to see if there is enough interest from the AMP members to move forward with the project. The deadline for commitments is September 2022.

BACKGROUND

Market energy prices over the past eight months have increased significantly because of various factors around the world. Approximately ten percent of the City's energy is purchased on the daily energy market. The City's energy needs are growing due to recent economic development announcements in 2023/2024 that will increase that market exposure from 10% to an estimated 17%. It is staff's recommendation to enter into this 15-year solar purchase power agreement to reduce the City's market exposure and take advantage of a low-cost, renewable, joint venture that will benefit Danville Utilities electric customers.

RECOMMENDATION

Staff recommends that City Council approve and authorize the City Manager to enter into a 15-year purchase power agreement with American Municipal Power for twenty megawatts of solar energy, capacity and renewable energy credits for a price not to exceed \$50/megawatt-hour.

Attachments

Resolution

PPT

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2022-_____._____

A RESOLUTION OF THE CITY COUNCIL OF DANVILLE, VIRGINIA APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE POWER AGREEMENT FOR TWENTY MEGAWATTS OF SOLAR ENERGY, CAPACITY, AND RENEWABLE ENERGY CREDITS FROM THE 2022 AMERICAN MUNICIPAL POWER SOLAR PROJECT FOR A PURCHASE PRICE NOT TO EXCEED \$50 PER MEGAWATT HOUR.

WHEREAS, the City of Danville, Virginia ("Municipality") owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable, and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. ("AMP"), of which Municipality is a member; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being political subdivisions that operate a municipal electric utility systems; and

WHEREAS, Municipality, acting individually and through AMP with other political subdivisions of this and other states that own and operate electric utility systems, jointly, endeavors to arrange for reliable, environmental, and competitively priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-2-2006-4975, which contemplates that Municipality shall enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including the Municipality have determined that they can utilize additional sources of reliable and economical solar generated electric capacity and energy on a long-term basis at reasonable costs, and have requested that AMP arrange for the same by developing, purchasing, or otherwise acquiring interests in certain solar energy facilities; and

WHEREAS, in furtherance of this purpose, AMP will enter into one or more agreements with a reputable solar power developer (“Developer”) (the “2022 Solar Purchased Power Agreement” or “2022 Solar PPA”) under the terms of which AMP is to purchase and Developer is to supply and sell up to approximately 150 MWac of capacity and associated energy from solar generation project(s) located within the PJM Footprint for a period of fifteen (15) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into the 2022 Solar Energy Schedule to Municipality’s Master Services Agreement with AMP to provide for an additional source of capacity and energy; and

WHEREAS, Members have the right, but not the obligation by the enactment of this Resolution to authorize and request AMP to acquire capacity and energy from one or more solar project(s) by approval and execution of the 2022 Solar Energy Schedule authorized below; and

WHEREAS, prior to the execution of the 2022 Solar Energy Schedule authorized through the adoption of this Resolution AMP will have (i) informed the Municipality of the terms of the 2022 Solar Energy Schedule; (ii) provided the Municipality the opportunity

to review the 2022 Solar PPA terms and conditions (subject to price); and (iii) offered representatives of the Municipality the opportunity to ask such questions, review data and reports, conduct inspections, and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the 2022 Solar Energy Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, after due consideration, the Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Project(s) upon those terms and conditions set forth in the 2022 Solar Energy Schedule.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DANVILLE, VIRGINIA THAT:

SECTION 1. That the 2022 Solar Energy Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, are approved, and the of Municipality is hereby authorized to execute and deliver the 2022 Solar Energy Schedule with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the 2022 Solar Energy Schedule to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to acquire under the 2022 Solar Energy Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 20,000 kW with a price of up to \$50.00/MWh(ac) for energy, capacity and environmental attributes made available thereunder without bid, and (ii) make any determinations and approvals required thereunder, if any, as the City Manager shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision, or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this resolution shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

AND BE IT FURTHER RESOLVED that the City Manager, Kenneth F. Larking, be, and he is hereby authorized to execute on behalf of the City and all documents as may be necessary to complete the above referenced purchase and effect such conveyance to the City of Danville.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to
Form and Legal Sufficiency:

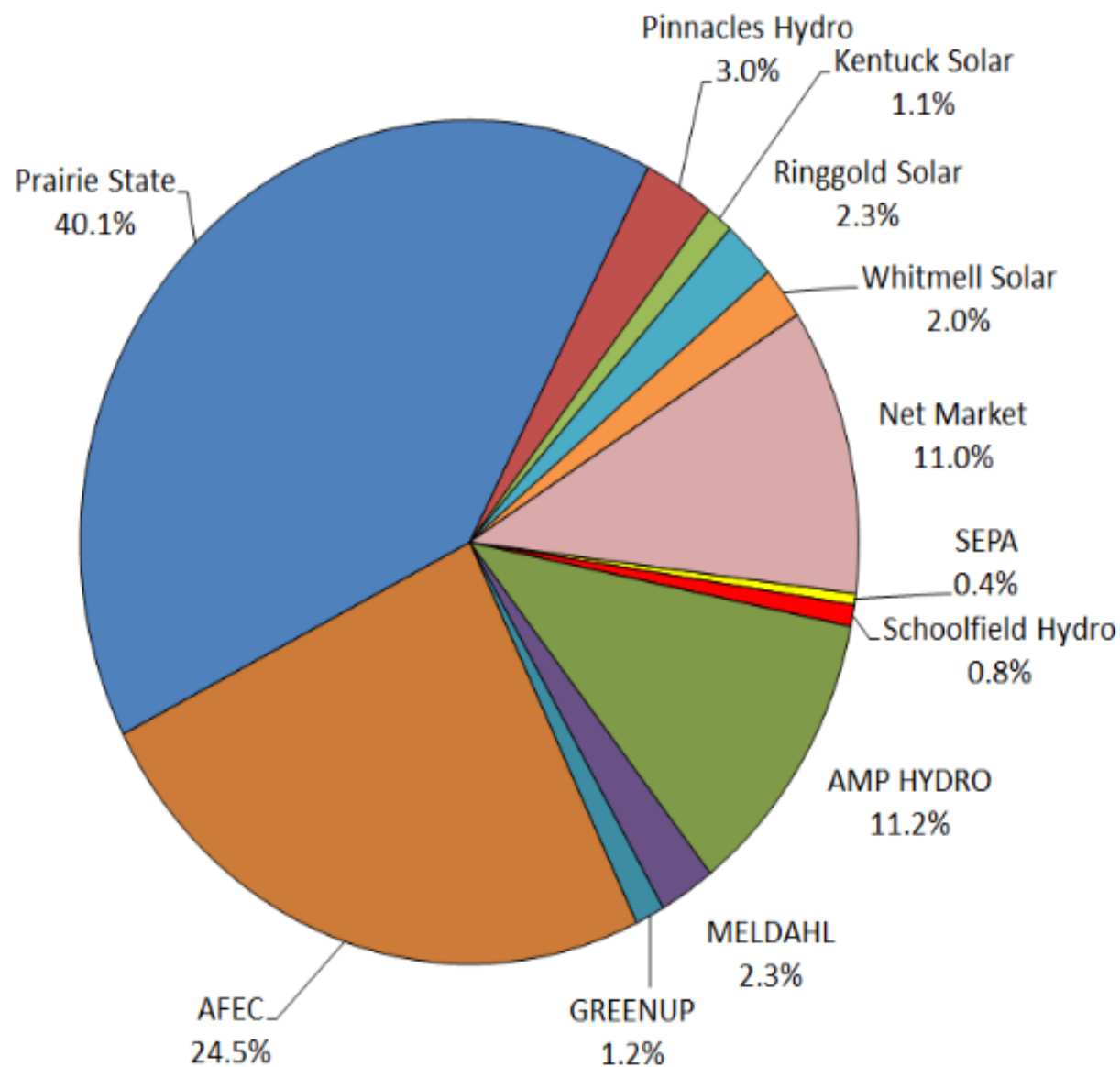
City Attorney



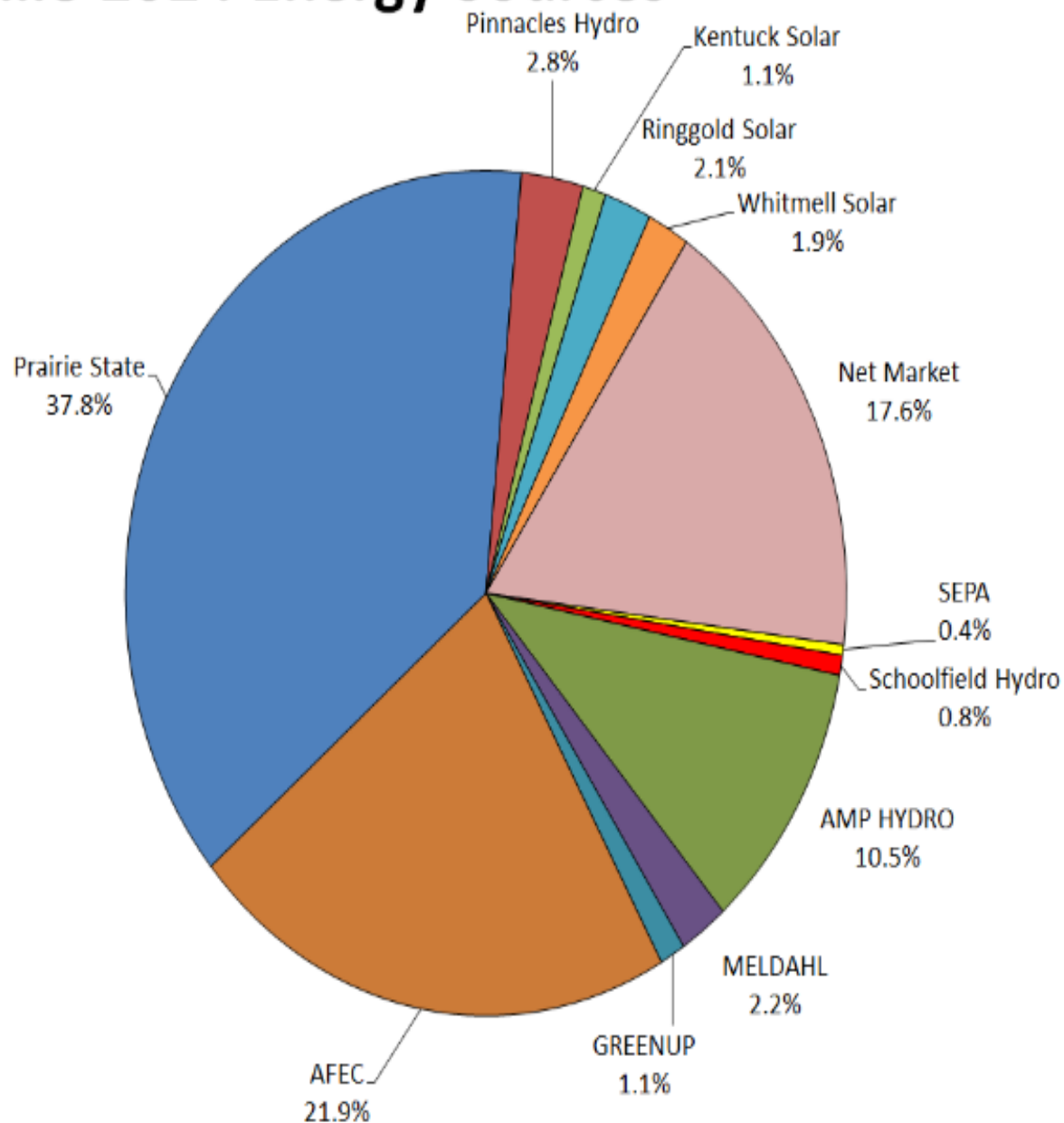
AMERICAN MUNICIPAL POWER SOLAR PROJECT

**Danville City Council
August 4, 2022**

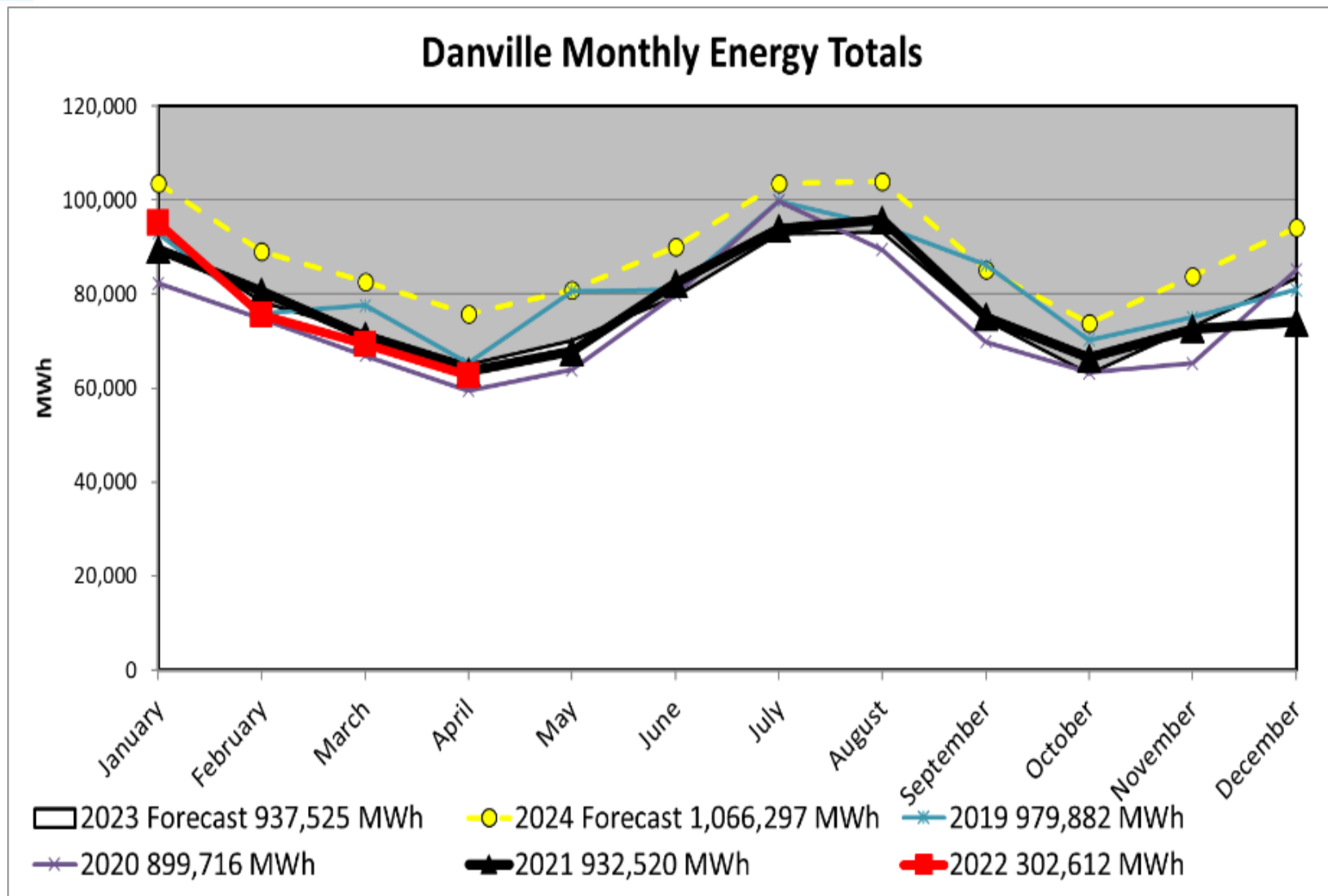
Danville 2023 Energy Sources



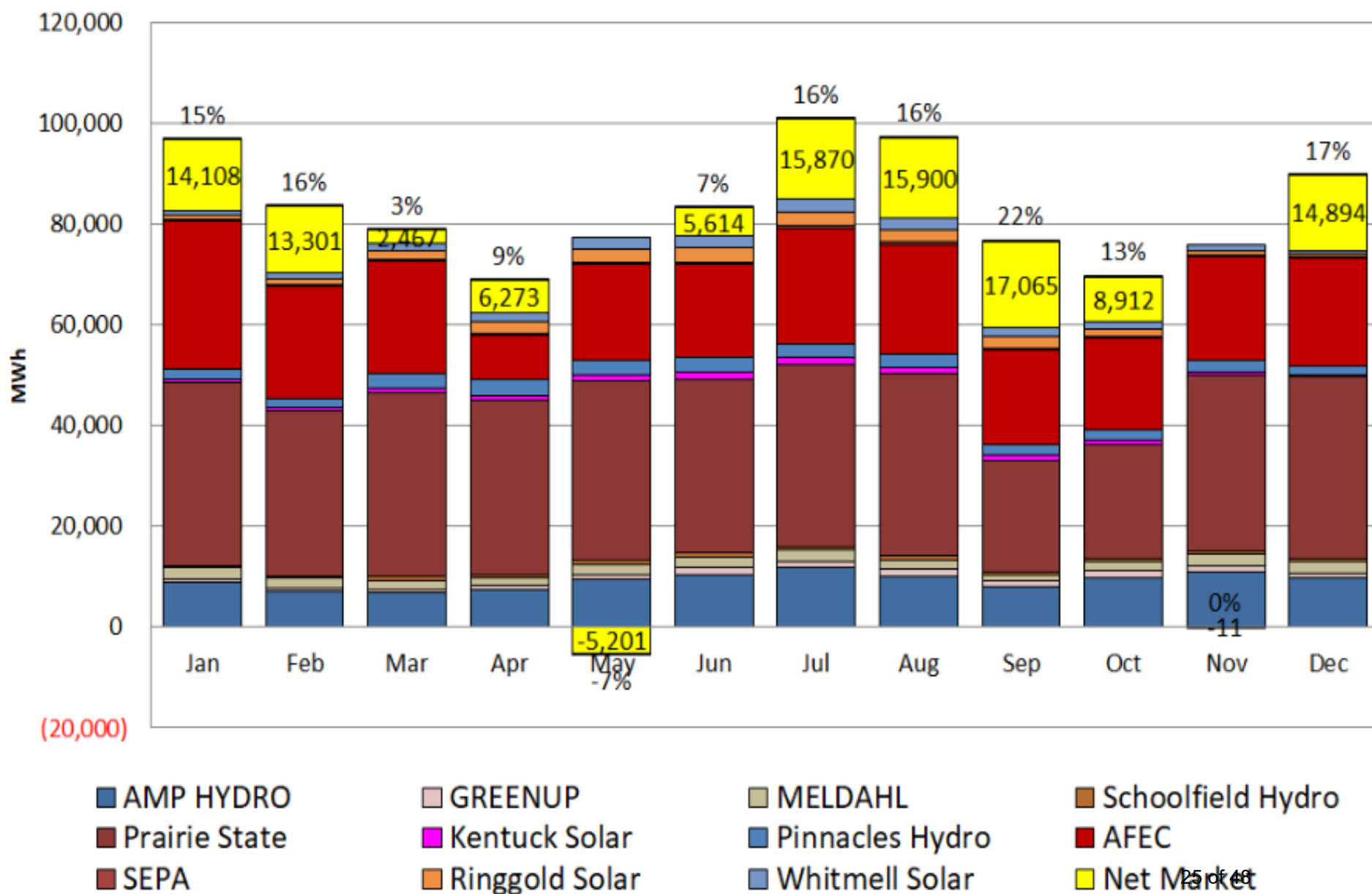
Danville 2024 Energy Sources



2024 Energy Forecast



2023 Danville Monthly Energy





Recent Market Price Increases

On Peak (16 hour) prices into AEP/Dayton

Week ending June 24

MON	TUE	WED	THU	FRI
\$93.70	\$133.51	\$136.69	\$98.41	\$102.72

Week ending June 17

MON	TUE	WED	THU	FRI
\$126.05	\$170.35	\$221.90	\$184.52	\$126.40

Week ending June 25, 2021

MON	TUE	WED	THU	FRI
\$37.01	\$26.69	\$25.53	\$38.65	\$34.63

AEP/Dayton 2023 5x16 price as of June 23 — \$83.45

AEP/Dayton 2023 5x16 price as of June 16 — \$94.90

Strategy

- American Municipal Power (AMP) 150 megawatts solar project (20 MWs-Danville)
- 15-year purchase power agreement
- Fixed, non-escalating price proposal
- Not to exceed \$50/mWh for energy, capacity, renewable energy credits
- Danville to realize renewable energy credits (RECs) and capacity avoidance benefits
- Project would be owned and maintained by Avangrid
- Estimated completion date is Fall 2025
- Located in western Ohio
- Net rate minus RECs and capacity credit ~\$30/mWh
- AMP is in the process of seeing if the membership can subscribe the entire 150 megawatts as required.



Questions?

Council Letter

City of Danville, Virginia



CL-2804

Work Session C.

Work Session Meeting

Meeting Date: 08/02/2022

Subject: Page Road Pumping Station Property Acquisition from Pittsylvania County

From: Jason Grey, Utilities Director

COUNCIL ACTION

Work Session: 08/02/2022

SUMMARY

As part of the water infrastructure needed to serve the Southern Virginia Megasite (SVMS), the City has negotiated, through a memorandum of understanding with the Danville-Pittsylvania Regional Industrial Facilities Authority and Pittsylvania County, the purchase of the pumping station for \$64,270. The pumping station has been dormant since 2010, but utilities staff is looking to put the station back into service to serve the SVMS and other potential needs in Pittsylvania County. The station is located beside the City's Moorefield Bridge Road Water Tank near Westover Drive. The pumping station is capable of providing up to one million gallons of water per day to the SVMS and/or Pittsylvania County.

BACKGROUND

In order to serve the Southern Virginia Megasite (SVMS) with substantial water capacity, the City will need to acquire and restore the Page Road pumping station off of Westover Drive. The SVMS was designed with a daily water capacity of seven million gallons per day. Up to six million gallons per day will be provided through a separate service from the City of Eden, NC. The remaining one million gallons per day will be provided through this station to the SVMS and other parts of Pittsylvania County. The memorandum of understanding was approved by the City of Danville, Danville-Pittsylvania Regional Industrial Facilities Authority, and Pittsylvania County in June 2021.

RECOMMENDATION

Staff recommends that Danville City Council approve the property acquisition of the Page Road pumping station from Pittsylvania County in order to serve the water capacity needed at the Southern Virginia Megasite.

Attachments

Resolution

MOU

Parcel information

Berry Hill water profile

Attachment - Deed

PRESENTED: _____

ADOPTED: _____

RESOLUTION NO. 2022-_____._____

A RESOLUTION OF THE CITY COUNCIL OF DANVILLE, VIRGINIA APPROVING THE PURCHASE AND ACQUISITION OF THE PAGE ROAD WATER PUMPING STATION PARCEL NUMBER 1388-51-3619, OWNED BY THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, FOR A PURCHASE PRICE NOT TO EXCEED \$64,270 AND RECORDING COSTS.

WHEREAS, the City of Danville, Virginia (the "City"), the Danville-Pittsylvania Regional Industrial Facility Authority (RIFA), and the County of Pittsylvania, Virginia (the "County") entered into a memorandum of understanding in June 2021 for the acquisition of the Page Road pumping station and other water infrastructure assets to serve the Southern Virginia Megasite at Berry Hill (the "SVMS"); and

WHEREAS, the City, through its Utility Department has the responsibility to serve the water needs of any tenants at the SVMS by providing up to one million gallons per day of water capacity from this pumping station; and

WHEREAS, the City will own and operate the station to provide a redundant source of water to the County, up to one million gallons per day of water capacity to the SVMS and to improve water quality for the City water customers currently being served off of the Moorefield Bridge Road tank.

NOW THEREFORE, BE IT RESOLVED by the City Council of Danville, Virginia, that it hereby approves and authorizes the purchase of the Page Road pumping station located in Pittsylvania County (Parcel Number 1388-51-3619), from the Board of Supervisors of Pittsylvania County for a purchase price not to exceed \$64,270.00 plus associated recording costs; and

BE IT FURTHER RESOLVED that the City Manager, Kenneth F. Larking, be and he is hereby, authorized to execute on behalf of the City all documents as may be

necessary to complete the above referenced purchase and effect such conveyance to the City.

APPROVED:

Mayor

ATTEST:

City Clerk

Approved as to
Form and Legal Sufficiency:

City Attorney



Letter of Transmittal

May 18, 2021

To:

Ken Larking, Manager
City of Danville
P. O. Box 3300
Danville, VA 24543

From:

Hollye Keesee
Pittsylvania County
P. O. Box 426
Chatham, VA 24531

Mr. Larking-

Please see the included MOU for the Megasite for your signature.

If you have any questions, please feel free to call me at (434) 432-7710 or email me at hollye.keesee@pittgov.org.

Thank you.

A handwritten signature in blue ink, reading "Hollye Keesee", is written over a horizontal line.

Hollye Keesee
County Administration
Executive Assistant

MEMORANDUM OF UNDERSTANDING - MEGASITE

This **MEMORANDUM OF UNDERSTANDING – MEGASITE** (“**MOU**”) is hereby made and entered, by and among the County of Pittsylvania, Virginia (the “**County**”), the City of Danville, Virginia (the “**City**”), , and the Danville-Pittsylvania Regional Industrial Facility Authority (“**RIFA**”) (singularly the “**Party**,” collectively the “**Parties**”).

A. RECITALS AND PURPOSE:

1. In connection with the formation of RIFA, the City and the County entered into that certain Agreement for Cost Sharing and Revenue Sharing dated October 2, 2001, as amended (the “**Cost/Revenue Sharing Agreement**”). Under Paragraph 6.D of the Cost/Revenue Sharing Agreement, each of the City and the County "will be responsible for the cost of utility installation, separate from this [*Cost/Revenue Sharing*] Agreement, for industrial facilities within its service jurisdiction in accordance with its established policies and procedures and the cost for such utility extensions will not be used to compute any dissolution, described herein."
2. RIFA's Southern Virginia Megasite at Berry Hill ("**MEGASITE**") is located in the County and sits on the northern side of the state border between Virginia and North Carolina.
3. Pittsylvania County's Public Works Department, under the Virginia Water and Sewer Authorities Act, provides water and sewer service for all areas of the County, outside the towns of Chatham, Hurt and Gretna, Virginia. The County's contracts with the City, Henry County Public Service Authority, the Town of Chatham and the Town of Hurt to purchase bulk water to serve its customers. The County does not own or operate water or sewer treatment facilities. Although the County's service jurisdiction includes the MEGASITE's location in the County, the County is not obligated to construct or otherwise to install water and sewer infrastructure.
4. The City of Danville and the City of Eden, a municipal corporation in Rockingham County, North Carolina (the "**City of Eden**") entered into (i) that certain Agreement dated July 31 2020 (the "**2020 Eden Water Agreement**"), under which the City of Eden will be the City of Danville's primary source, but not necessarily the sole source, of potable water for distribution by the City of Danville within the MEGASITE for the term thereunder; and (ii) that certain Agreement dated July 31, 2020 (the "**2020 Eden Wastewater Treatment Agreement**"), under which the City of Eden will be the sole source of wastewater treatment for PCSA's service to the MEGASITE.
5. The purpose of this MOU is to outline in reasonable detail the mutual obligations of the Parties regarding providing water and sewer service in the MEGASITE.

B. COMMENCEMENT/TERMINATION OF THIS MOU:

This MOU shall be in full force and legal effect immediately upon execution by the last Party to the MOU, and shall remain in full force and effect until the sooner to occur of the

following: (i) the MEGASITE is fully served by water and sewer infrastructure as determined by RIFA in a writing delivered to the other Parties; or (ii) RIFA no longer owns any land in the MEGASITE and all local performance agreements concerning the MEGASITE, to which RIFA is a party, has been fully performed, as may be evidenced by a writing from RIFA delivered to the other Parties.

C. TERMS, CONDITIONS, AND OBLIGATIONS:

The Parties to this MOU hereby agree to be fully legally bound in all aspects to the below terms, conditions, and obligations contained in this MOU:

1. RIFA and the County hereby consent and transfer to the City the right and responsibility of (i) utility installation to the MEGASITE as contemplated in Paragraph 6.D in the Cost/Revenue Sharing Agreement and (ii) providing water and sewer service to the MEGASITE (collectively, the “**Project**”).
2. The City shall adhere to all the requirements of the Eden Agreements, unless otherwise agreed to by the City of Eden. The County and the City shall use their good faith efforts to have the County released by the City of Eden from further obligations under the Eden Agreements. Prior to such assignment, County and the City shall endeavor to negotiate amendments to the Eden Agreements that prior to the expiration or nonrenewal of the term of either of the Eden Agreements, the City of Eden would be obligated to give at least two (2) years prior written notice to the City.
3. The City shall only serve water and sewer customers with direct service connections onto the lines the City acquires/constructs leading to and within the MEGASITE unless otherwise approved by the Pittsylvania County Board of Supervisors. Nothing in this MOU shall grant permission, and the Pittsylvania County Board of Supervisors does not grant permission, for the City to extend water and sewer mains off the lines connecting the City and City of Eden’s systems to the MEGASITE in order to serve other areas of the County.
4. Water and sewer service rates within the MEGASITE shall be set by the City Council after recommendation from the Danville Utilities Commission.
5. The City shall serve all water and sewer customers according to the City ordinances and policies that currently exist for all those customers, and as may be amended from time to time by the City Council in its sole discretion, as permitted under applicable law.
6. The City shall receive the benefit of all County and RIFA work products necessary to serve the MEGASITE for water and sewer infrastructure (“**SVM Project Work Products**”), and shall reimburse the County and RIFA for their respective construction, engineering, and related grant-matching costs and contributions. The SVM Project Work Products include without limitation infrastructure already constructed and owned by the County the water in the Project supplied/purchased by the County and infrastructure owned and/or under construction by RIFA. For those portions of the SVM Project Work Products paid in part

or in whole with grants, the City will reimburse the County for the actual local match paid in connection with such grant, instead of the costs expended for that particular SVM Project Work Product. Specifically, some of the SVM Project Work Products were funded by the following Tobacco Region Revitalization Commission grants: #3011, #2641, #1581, and #2198. The local match of the County paid in connection with these grants, which shall be reimbursed by the City under this MOU, totals **\$792,617.93**. For those SVM Project Work Products owned by the County, the City will reimburse the County at their depreciated value as of the date of this MOU. The unpaid balance of the reimbursements under this paragraph shall not accrue interest. Reimbursement payments hereunder by the City shall be made in annual installments of \$200,000.00 each, until paid in full; however, the portion of each such installment to be received by the County and RIFA, respectively, shall be adjusted pro rata, based on each Party's total reimbursement due from the City, relative to the total reimbursement due from the City to all Parties. The first annual reimbursement payment shall be made within ninety (90) days after execution of this MOU.

7. The City will have final approval of the water and wastewater infrastructure design within the MEGASITE. . In such case, The City shall reimburse RIFA and the County for all costs of this work, consistent with Paragraph C.6 above, as the work progresses; however, prior to the commencement of the work, the City, the County and RIFA shall agree upon the specific reimbursement payment schedule.

8. The City, in consultation with RIFA, will determine whether capacity charges are necessary for future recruitment prospects locating in the MEGASITE. The Parties intend for the funds generated from such capacity charges to be used to buy down infrastructure costs within the MEGASITE.

9. If the County uses its Tobacco Commission Southside Allocation to receive grants/loans toward the cost of the Project, a mechanism to pay back that allocation shall be formulated at a future date once the Project produces a positive margin (profit), as determined by the City's Biennial Rate Study.

D. MISCELLANEOUS:

1. **MODIFICATION.** Modifications of the MOU shall be made only by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any modifications being made.

2. PRINCIPAL CONTACTS.

County:

David M. Smitherman, County Administrator

City:

Kenneth F. Larking, City Manager

RIFA:

Sherman Saunders, Chairman

3. **GOVERNING LAW; VENUE.** This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If legal action by any Party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in Danville, Virginia. If any ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this MOU.

4. **MEDIATION.**

(a) Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by any Party against the other Party or Parties relating to this MOU. The Party initiating mediation hereunder (the "**Initiating Party**") shall give written notice to the other Party (or Parties) (the "**Responding Party**", whether one or more) that the Initiating Party believes that an event of default or impasse under this MOU may have occurred, specifying the circumstances constituting the event of default or impasse. The Responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute or impasse.

(b) If the Parties are unable to resolve the dispute through the process in this Paragraph D.4, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties to the controversy; however, should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the Responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute or impasse. The costs of the mediator and the mediation shall be shared equally by the Parties to the dispute.

Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this MOU, response, and any other documents exchanged by the Parties. The mediator shall conduct mediation at a location to be agreed upon by the Parties or absent such agreement, by the mediator.

If the Parties and the mediator are unable to effect a settlement within thirty (30) days from selection or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) business days after receipt. Failure by a Party to give such a writing within such period of time shall be deemed to be a rejection by that Party.

IN WITNESS WHEREOF, the Parties have executed this MEMORANDUM OF UNDERSTANDING – MEGASITE as of the last date written below.

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

05 / 14 /2021

By:



David M. Smitherman
County Administrator

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

5 / 24 /2021

By:



Kenneth F. Larking
City Manager

DANVILLE-PITTSYLVANIA INDUSTRIAL REGIONAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

6 / 14 /2021

By:



Sherman Saunders, Chairman

Party to give such a writing within such period of time shall be deemed to be a rejection by that Party.

(c) Notwithstanding the preceding subparagraphs of this Paragraph D.4, the Parties reserve the right to file suit or pursue litigation after good faith mediation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

5. **LEGAL FEES/COSTS.** At all times under this MOU, each Party shall be responsible for its own legal fees and costs.

6. **NO CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision set forth in this MOU, in no event (including without limitation any termination of this MOU with or without cause) will any Party be liable to the other Party or Parties for any indirect, special or consequential damages whatsoever (including without limitation lost profits), arising out of or relating to this MOU or any Party's performance under this MOU.

7. **SEVERABILITY; HEADINGS.** The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The descriptive headings in this MOU are inserted for convenience only and do not constitute a part of this MOU.

8. **NON WAIVER.** No waiver of any term or condition of this MOU by any Party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this MOU.

9. **COUNTERPARTS.** This MOU may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. This MOU may be delivered by portable document format (*.pdf) and upon such delivery, the .pdf signature shall be deemed to have the same effect as if the original signature had been delivered to the other Party or Parties.

[SIGNATURES ARE ON FOLLOWING PAGE.]

Exhibit A

("Future Southern Connection")

Parcel ID: 1388-51-3619
Account Number: 161E0-01-0D-0047-0
Property Address N/A



General Information

Owner Name:	BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY VA
Owner Address:	1 CENTER ST CHATHAM, VA 24531
Property Description:	WESTOVER HILLS EXT SUBD LOTS 45-47 BL D .39 AC DB767-156 MAP DB359- 594
Use Description:	N/A
Total Acreage:	0
Square Footage:	N/A
Zoning Description:	RC-1 RESIDENTIAL COMBINED SUBDIVISION DISTRICT

Township Description:	01 TUNSTALL MAGISTERIAL DISTRICT
Neighborhood Description:	100 0%
Map Sheet:	N/A
Current Owner Deed Book/Page:	LR21/03964
Deed Date:	6/23/2021
General Remarks:	N/A
Previous Sold Price:	\$

Building Details

Year Built:	N/A
Effective Year Built:	N/A
Number of Stoies :	N/A
Building Area:	N/A
Building Class:	N/A
Building Description:	N/A
Building Remarks:	N/A
Building Grade Factor:	N/A
Building Grade Amount:	N/A

Interior

Basement Area:	N/A
Basement Finished Percentage:	N/A
Main Attic - Finished Area SqFt:	N/A
Main Attic - Unfinished Area SqFt:	N/A
Attic Area:	N/A
Attic Finished Percentage:	N/A
Number of Rooms:	N/A
Number of Bedrooms:	N/A
Full Baths:	N/A
Half Bath:	N/A
Fireplace:	N/A
Chimneys:	N/A
Floor Description:	N/A
Interior Description:	N/A

Exterior

Condition Description:	N/A
Road Description:	02 GRAVEL
Found Description:	N/A
Structure Description:	N/A
Style Description:	N/A
Exterior Wall Description:	N/A
Roof Description:	N/A

Utilities

Fuel Description:	N/A
Heat Description:	N/A
Air Description:	N/A
Fire Description:	N/A
Main Heating Area SqFt:	N/A
Main Air Conditioned Area SqFt:	N/A
Main Fire Place Area SqFt:	N/A

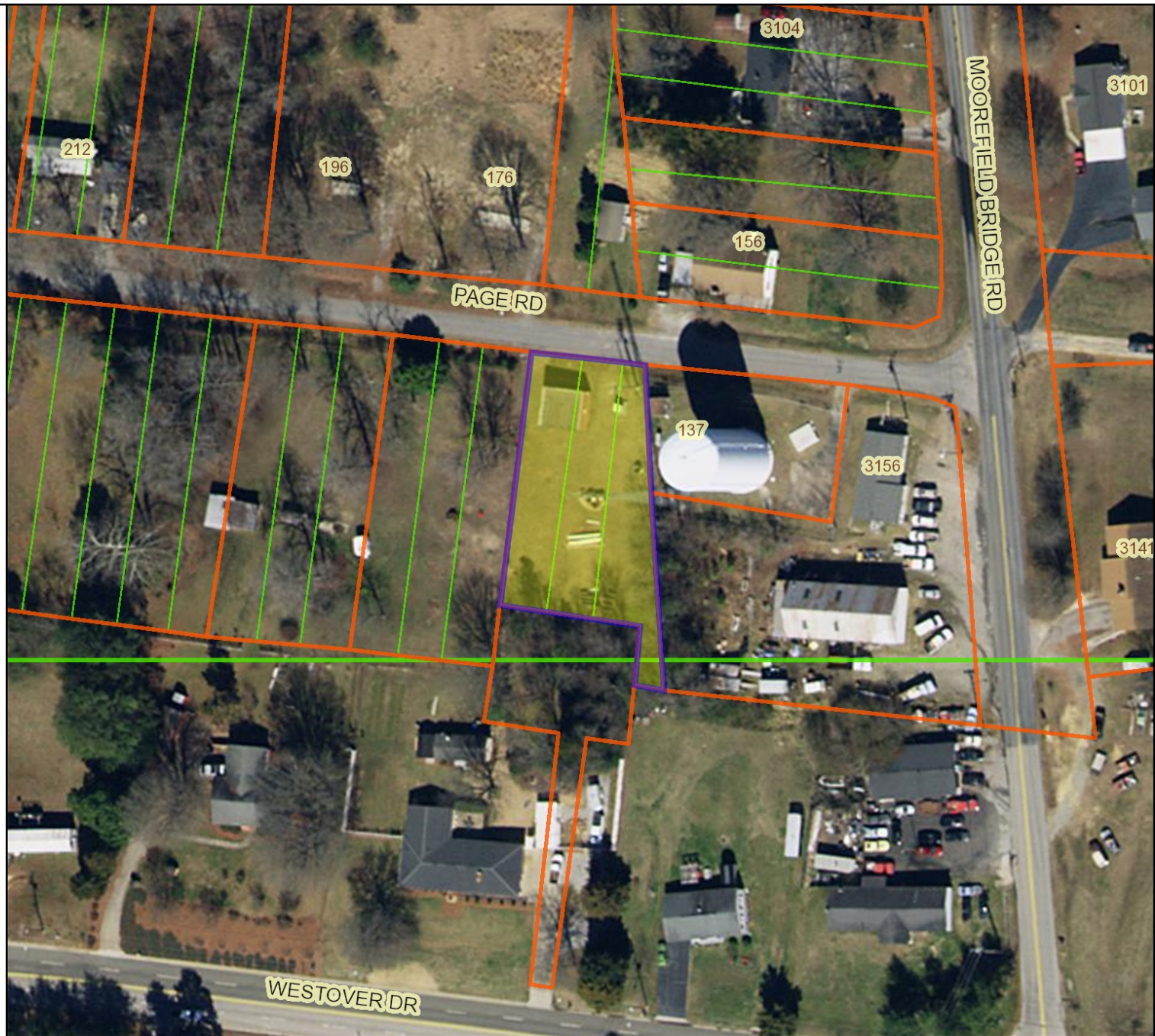
Assessments Information

Last Appraiser:	N/A
Last Appraised Date:	N/A
Building Undepreciated Value:	N/A
Building Physical:	N/A
Active Building Value:	N/A
Building Subtotal:	N/A
Total Land Value:	\$10,000
Total Building Value:	\$21,900

Total Market Value:	\$31,900
Total Use Deferment:	0
Total Net Value:	\$31,900
Previous Land Value:	\$10,000
Previous Building Value:	\$21,900
Previous Use Deferment:	\$
Previous Net Value:	\$31,900
Total Improvement:	\$21,900

Legend

- ▣ Assessed Parcels
- ▣ Parcels
- ▣ County Boundary

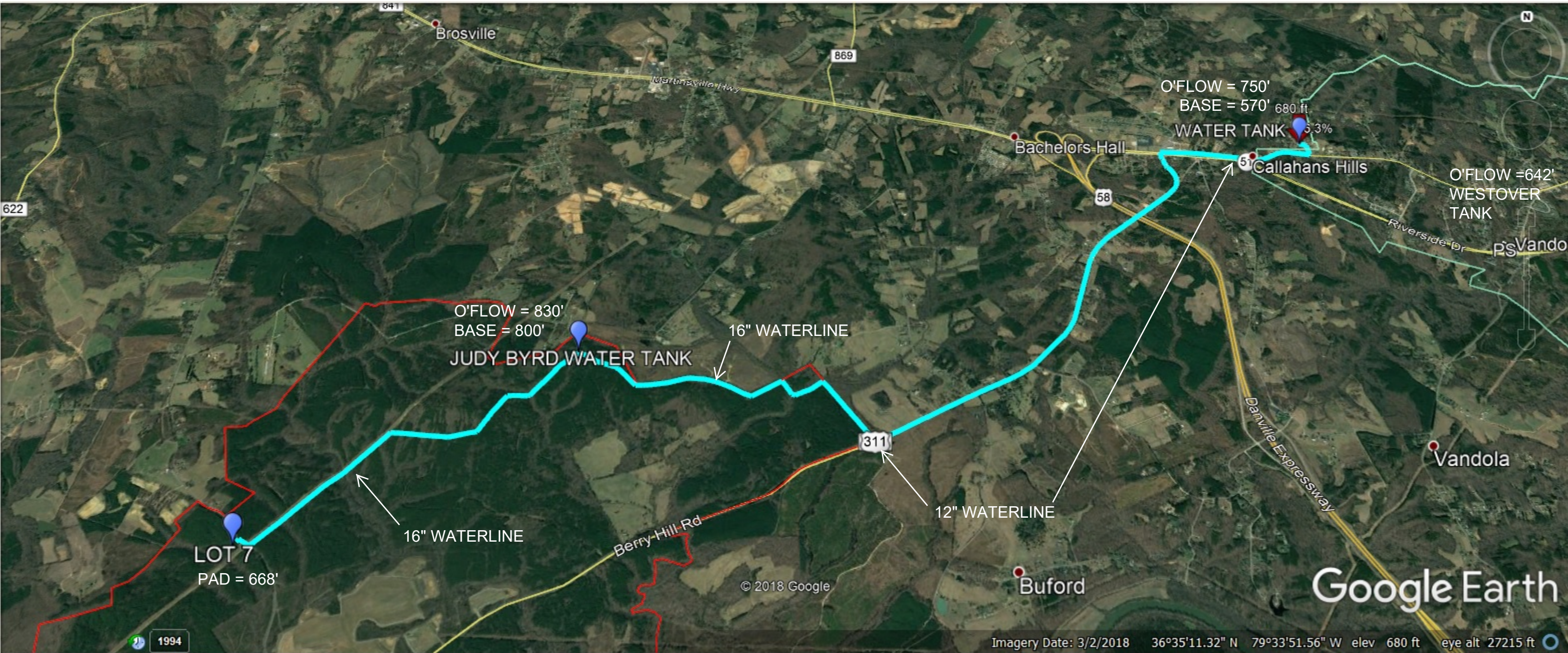


Feet
0 25 50 75 100
1:1,128 / 1"=94 Feet

Title: 1388-51-3619

Date: 5/3/2022

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.



Prepared by and return to:
C. Ryan Dodson, Esq. (VSB #90680)
City of Danville
P.O. Box 3300
Danville, VA 24543

*This deed is exempt from
Grantor's and Grantee's tax
pursuant to Va. Code § 58.1-
811(A)(3), (C)(4) and (D).*

Tax Map/Parcel ID #1388-51-3619

Title Insurance: _____

THIS DEED OF BARGAIN AND SALE made this the ____ day of _____, 2022, by and between the **BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA**, a Political Subdivision of the Commonwealth of Virginia, **GRANTOR**, and the **CITY OF DANVILLE, VIRGINIA**, a Municipal Corporation of the Commonwealth of Virginia, **GRANTEE**,

W I T N E S S E T H:

FOR SIXTY-FOUR THOUSAND TWO HUNDRED SEVENTY AND 00/100 DOLLARS (\$64,270.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby give and grant, with general warranty and English covenants of title, unto the Grantee, in fee simple absolute, all that certain parcel of land, together with improvements thereon and appurtenances thereto belonging, situate in the County of Pittsylvania, Virginia, and more particularly described as follows:

See attached "Schedule A" for legal description.

This conveyance is made subject to all easements, rights of way, or restrictive covenants now of record or affecting said property.

This conveyance having been authorized by the Board of Supervisors of Pittsylvania County, Virginia by Resolution No. _____ adopted on _____ and by the City Council of the City of Danville, Virginia by Resolution No. _____, adopted on _____, pursuant to a public hearing held in accordance with Va. Code § 15.2-1800.

The remainder of this page intentionally left blank

WITNESS the following signatures and seals:

GIVEN BY:

**THE BOARD OF SUPERVISORS OF
PITTSYLVANIA COUNTY, VIRGINIA**
a Political Subdivision of the
Commonwealth of Virginia

BY: _____
CLARENCE MONDAY
Interim County Administrator

**COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE, to-wit:**

The foregoing Deed was acknowledged before me this the ____ day of _____, 2022, by **CLARENCE MONDAY**, acting in his capacity as **Interim County Administrator**, on behalf of the Board of Supervisors of Pittsylvania County, Virginia.

BY: _____
NOTARY PUBLIC

My commission expires: _____

Notary registration number: _____

APPROVED AS TO FORM:

BY: _____
J. VADEN HUNT
County Attorney
VSB # _____

ACCEPTED BY:

THE CITY OF DANVILLE, VIRGINIA
a municipal corporation of the
Commonwealth of Virginia

BY: _____
KENNETH F. LARKING
City Manager

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this the ____ day of _____, 2022, by **KENNETH F. LARKING**, acting in his capacity as **City Manager**, on behalf of the City of Danville, Virginia.

BY: _____
NOTARY PUBLIC

My commission expires: _____

Notary registration number: _____

APPROVED AS TO FORM:

BY: _____
W. CLARKE WHITFIELD
City Attorney
VSB # _____

SCHEDULE “A”

TAX PIN #1388-51-3619 – PAGE ROAD, DANVILLE, VIRGINIA

LOTS NOS. 45, 46, AND 47, in Block “D”, as shown on a Plan of Westover Jills Extension, dated March 24, 1955, made by E. L. Culberth, Surveyor, and recorded in the Clerk’s Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 359, at Page 594, more specifically described as follows: Beginning at a point on the southern side of Page Road at the dividing line between Lots Nos. 44 and 45, in Block “D”, as shown on the aforesaid map; thence east along the southern side of Page Road 70 feet, more or less, to a point at the dividing line between Lots Nos. 47 and 55, as shown on said map; thence southeast along the eastern line of Lot No. 47, 220 feet, more or less, to a point on the rear line of Lot No. 38, in Block “E”, as shown on said map; thence west along the rear line of Lot No. 38, in Block “E” 15 feet, more or less, to a point on the eastern line of the Reagan Cemetery Lot; thence north along the eastern side of the Reagan Cemetery Lot 40 feet, more or less, to the northeast corner of said Reagan Cemetery Lot; thence west along the norther side of the Reagan Cemetery Lot 90 feet to a point at the dividing line between Lots Nos. 44 and 45, in Block “D”, as shown on said map; thence north along the dividing line between Lots Nos. 44 and 45, in Block “D”, 160 feet to the point and place of beginning.

BEING IN FACT, the same property conveyed to the Board of Supervisors of Pittsylvania County, Virginia from the Pittsylvania County Service Authority, by deed dated June 22, 2021 and recorded in the aforesaid Clerk’s Office as Instrument No. 21-3964.