



**Urbana Town Council  
Monthly Meeting  
AGENDA**

**Amended 12/10/2024**

**Town Council Chambers  
390 Virginia St., Suite B**

**Thursday, December 12, 2024 6:00 PM**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Agenda
5. Remembrance of Former Mayor Hollberg
6. Public Hearing
  - a. Resolution 2024-005 - Charter Change
7. Minutes (if available)
8. Reports
  - a. Town Administrator
  - b. Treasurer (Attachment Added)
  - c. Finance Committee
9. Public Comment
10. Council Comment
11. Old Business
12. New Business
  - a. MPPDC Regional All Hazards Mitigation Plan
  - b. MPPDC Surety Agreement
  - c. 2025 Organizational Meeting Date
13. Public Comment
14. Announcements
15. Adjourn



## **Agenda Item Summary**

**December 12, 2024**

**Agenda Item: 4** - Approval of Agenda

**Staff Recommendation:** Approve

**Council Action Requested:** Yes

**Sample Motion(s):** I move to approve the agenda as presented.



## **Agenda Item Summary**

**December 12, 2024**

**Agenda Item: 5** - Remembrance of Former Mayor Hollberg

**Background:** Steven S. Hollberg, former Town Council member and Mayor, passed away in the time since Council last met. Mayor Goldsmith will comment and provide further information.

**Fiscal Impact:** None

**Staff Recommendation:** None

**Council Action Requested:** None

**Sample Motion(s):** None



## Agenda Item Summary

December 12, 2024

### Agenda Item: 6 – Public Hearing on Charter Change

**Background:** In recent memory, the town undertook a charter change to clarify the voting powers of the mayor. However, that change did not include recognizing the mayor as a member of council and thus counting towards a determination of quorum. The charter change proposed before council at this time, if approved by the General Assembly, would establish that the mayor is a member of council and does count towards the determination of quorum.

In the past year, there was one meeting at which council was unable to obtain a quorum. This change would help to avoid a reoccurrence.

**Fiscal Impact:** None, other than public hearing advertisement costs which has already occurred.

**Staff Recommendation:** Adopt the following resolution to request the change to the town's charter by the General Assembly to establish that the mayor is a member of council and does count towards the determination of quorum.

**Council Action Requested:** Adopt Resolution 2024-005 to request the change to the town's charter by the General Assembly to establish that the mayor is a member of council and does count towards the determination of quorum.

**Sample Motion(s):** I move to adopt Resolution 2024-005 which requests a change to the town's charter by the General Assembly to establish the mayor as a member of council and as such counts towards the determination of quorum.



**2024-RES-005**

**Resolution to Request Charter Amendment**

WHEREAS the Charter for the Town of Urbanna is not clear as to whether or not the presence of the Mayor at a meeting counts toward the establishment of a quorum; and

WHEREAS the Urbanna Town Council requires clarification that the Mayor does count toward the establishment of a quorum so as to ensure the efficient and proper operation of the Town;

NOW THEREFORE BE IT RESOLVED by the Urbanna Town Council at its regular monthly meeting on December 12, 2024, following a duly advertised public hearing, that the Urbanna Town Council respectfully requests that the General Assembly amend the Charter of the Town of Urbanna to clarify that the Mayor's presence at a meeting counts toward the establishment of a quorum.

**Town of Urbanna**  
**Charter Amendment Request 2025**

**§ 4. Mayor.**

The mayor shall be elected for a term of four years, on the November general election date. The mayor so elected shall enter upon the duties of his/her office on the first day of January succeeding his/her election, and remain in office until his/her successor has qualified. The mayor's compensation shall be fixed by the council.

The mayor shall be the chief executive officer of the town. He/she shall have and exercise all power and authority conferred by general law not inconsistent with this charter. He/she shall preside over the meetings of the town council and shall have the same right to speak and vote. The mayor shall be a member of town council and, as such, shall be included in the determination of a quorum. as members of the town council. He/she shall be recognized as the head of the town government for all ceremonial and military purposes. He/she shall perform such other duties consistent with his/her office as may be imposed by the council. He/she shall see that the duties of the various town officers are faithfully performed. He/she, or the person acting as mayor, may sign and deliver such documents or instruments as the council, this charter, or the laws of the Commonwealth shall require or authorize. (1964, c. 131; 1973, c. 189; 2011, c. [516](#); 2022, c. [155](#))

**§ 5. Council.**

Six council members shall be elected in November of 2022 and shall take office January 1, 2023. The three council members receiving the highest number of votes and the mayor shall serve four-year terms expiring on December 31, 2026; the other three council members elected in November of 2022 shall serve two-year terms expiring on December 31, 2024. At the election in November 2024, three council members shall be elected for four-year terms. After the staggering of terms, council members shall serve four-year terms.

Candidates for Town Council shall not be identified on the ballot by a political affiliation.

Notwithstanding term expiration dates, all council members shall remain in office until their successors have qualified. (1964, c. 131; 1973, c. 189; 2011, c. [516](#); 2022, c. [155](#))



## **Agenda Item Summary**

**December 12, 2024**

### **Agenda Item: 8 - Reports**

- a. **Town Administrator** – Ted Costin
- b. **Treasurer** – Michele Hutton
- c. **Finance Committee** – Sandy Sturgill



## TOWN OF URBANNA

390 VIRGINIA ST. SUITE B, PO BOX 179, URBANNA, VA 23175  
PHONE: 804-758-2613, FAX: 804-758-0389

---

To: The Honorable Mayor and Members of the Town Council

From: P. S. T. (Ted) Costin, Administrator

Date: December 4, 2024

Subject: November Monthly Report given December 2024

Since my last report I can advise of an uptick in meetings which will be noted. The most significant activity for the month dealt with the transition of the Town Clerk, Martha Rodenburg, to Christine Branch. While wishing Martha well, we welcome Christine and look forward to benefitting from the experience she brings to the position.

Inspection of the building we now occupy has been completed. The report has been received and is being incorporated into discussions with the owners as part of efforts to finalize the purchase. After receiving a second proposal, the onsite Environmental Site Assessment has been conducted and we await that report.

I participated in the After-Action Safety Meeting for the Oyster Festival and met with Council Member Elect Wilson. I also met with representatives of the Friends of Urbanna in preparation for a meeting with staff from the Department of Historic Resources. I then participated in that meeting whose purpose was to review the condition of the Museum and compliance to the established easement.

There were two committee meetings held - Finance and Personnel; one Board of Zoning Appeals meeting; and one virtual meeting with USDA, Davenport, and Bond Counsel. This meeting dealt with how best to close out Phase 1 funds and tap into Phase 2 funds for the well project. Access to Phase 2 funds appears not to be necessary until January, which offers a chance of securing a better loan rate.

Of significance is a revised effort to improve electric costs by securing an energy audit. This effort was placed on hold until ownership of the town office building could be secured. However, a grant has become available as well as a partnering opportunity. Following this communication are documents that will detail the grant, partners, partners roles, requirements, and other aspects such as benefits. I ask for council's concurrence in the effort as evidenced by a letter executed by the mayor confirming the town's support of the grant application and its willingness to engage in the work of the grant.

If you have any questions or concerns, please bring them forward.

Thank you.



**Virginia Energy EECBG MEO Contract Execution Plan**

**Project Title:** Middlesex County Energy Audits and Outreach

Middlesex County and the Town of Urbana (located in Middlesex County) are partnering on this application to achieve benefits of scale and provide unified messaging.

The joint application requests \$130,000:

- \$100,000 for Middlesex County
- \$30,000 for the Town of Urbana

The \$130,000 will be used to hire contractors:

- \$10,000 in legal fees associated with procurement
- \$13,000 (10% of total) to a company to handle admin (contracting, reporting, etc.)
- \$30,000 to a company to audit government facilities, conduct public education activities, and handle marketing/outreach
- \$77,000 to one or more companies to audit residences

**Applicant:**

Full Name of Agency / Organization: **Middlesex County**

Name of Project Officer / Alternative Contact: **Trenton Funkhouser**

Name of Applicant Organization Director signing Certification Statement: **Matt Walker**

**Contract Execution Plan:**

Virginia Energy will award funding contract to Middlesex County.

Middlesex County will subcontract to MPPDC staff (\$23,000) for procurement and to administer the program.

MPPDC staff will:

1. Contract management and close out by April 30, 2027
2. Financial management
3. Project management
4. Reporting (see NOFO Section VII):
  - a. Quarterly progress reporting and financial reporting
    - i. Identify all contractors, partners, and collaborating organizations. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.
    - ii. Tasks and milestones with progress to date and status of each
    - iii. Total amount spent on contracts, include a copy of contracts
    - iv. Funds leveraged, if any
    - v. Activity metrics:
      1. Number of buildings audited and sq. ft. of each

2. Number of workshops/sessions and people attending
3. Number of outreach and marketing activities and performance metrics
- vi. Qualitative performance:
  1. Summary of success, general updates on the progress, problems or issues, and any activities that altered the schedule
  2. Summary of recommended or anticipated next steps
  3. Summary of items that require guidance or decisions from the department
- b. Quarterly financial reporting using Virginia Energy spreadsheet based on SF-425
- c. Yearly report on jobs created/retained, if any
- d. Final reporting summarizing info in quarterly progress and financial reports
- e. **Note: there will be NO Davis-Bacon reporting required**
5. Procure and manage subcontractors:
  - Subcontract to a company like McClure (\$30,000) to:
    - Audit government facilities and report on findings and recommendations for:
      - up to 10 County facilities (courthouse complex, Cooks Corner complex, Woodward Building, Hummel Airfield, animal shelter, Deltaville library, Middlesex County Museum, Deltaville Maritime Museum, Locust Hill sports complex, and Holly Point Nature Park)
      - up to 10 Town facilities (Town Hall, marina, park on Rappahannock Avenue, park on Colorado Street, office, two public wells, street lights, Old Tobacco Warehouse Museum, and Urbanna library)
    - Conduct public education events on energy auditing and upgrades (workshops, training sessions, education sessions, career fairs, public presentations) accounting for people with disabilities and non-English speakers and targeting those in census tract 51119950900
    - Handle marketing and outreach (website/social media, direct mail, press releases, etc.) accounting for people with disabilities and non-English speakers on these and other themes:
      - Applying for and then receiving the grant to kick-off program excitement
      - Public education on audits, types of upgrades, energy savings, financial resources (targeting those in census tracts 51119951100 and 51119950900)
      - Free home energy audits (targeting those in census tract 51119951100)
      - Training, workshops, and educational events for residents and contractors (targeting those in census tract 51119950900)
      - Program successes as they occur and accumulate: number of audits, potential energy savings, etc.
    - Provide progress reports and invoices in compliance with the prime contract requirements (see NOFO Section VII):



- Funds leveraged, if any
- Activity metric: number of buildings audited and sq. ft. of each
- Qualitative performance:
  - Summary of success, general updates on the progress, problems or issues, and any activities that altered the schedule
  - Summary of recommended or anticipated next steps
  - Summary of items that require guidance or decisions from the department
- Quarterly financial reporting using Virginia Energy spreadsheet based on SF-425
- Yearly report on jobs created/retained, if any
- Final reporting summarizing info in quarterly progress and financial reports
- **Note: there will be NO Davis-Bacon reporting required**



# Treasurer's Report

**The Balances Below, Reflect Bank Statements as of Month's End.**

Account Balance thru <b>10/31/2024</b>	Prior Year <b>10/31/23</b>	Prior Month <b>9/30/24</b>	Statement Date <b>10/31/24</b>
Primis Bank General Operating Bank Account	966,323.38	976,753.66	952,764.69
Renter Water Deposits	-16,326.66	-17,101.66	-17,101.66
Net Operating General Bank Account (Adjusted Bal)	962,032.45	972,216.57	942,498.25
Primis – USDA Well Replacement reopened (8/2/24)	2,507.91	73,946.91	74,470.54
C&F Bank Historic Trust (new 3/1/2023)	44,641.78	59,419.01	59,981.34
C&F Bank - Water Fund Reserve (11 mo CD) 1/17/24	115,239.34	118,277.37	119,741.16
C&F Bank - General Fund Reserve (11 mo CD) 1/17/24	95,400.25	97,853.34	99,064.36
C&F Bank -Operating Reserve (11 mo CD) 1/17/24	N/A	409,853.04	414,925.34
Taber Trust – Account Value	846,246.84	1,053,706.29	1,063,289.62
Taxes listed below are collected for prior month(s)	<b>10/31/23</b>		<b>10/31/24</b>
Meals Tax collected in October	14,135.62	15,038.79	13,071.47
Lodging Tax collected in October	1,955.01	1,869.72	1,194.09
Cigarette Tax collected in October	\$640.53	904.94	562.33

- EXPENDITURES:**
- 10/7/2024 Fire Grant \$15,000.00 Paid to Middlesex Vol Fire Dept.
  - 10/25/2024 Jack Crete \$18,575.91 – sidewalk repair

- REVENUE:**
- **Business as usual**
  - **Taxes - See updates on report**

December 9, 2024  
02:50 PM

**Lodging Tax**

Range of Accounts: 100-12100-0001 to 100-12100-0001  
Type: Revenue Activity Includes Accounts with Ze  
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct
100-12100-0001	Lodging Tax				
17500.36		2610.92	5686.36	1869.72	1194.09
<b>Fund Total</b>					
17500.36		2610.92	5686.36	1869.72	1194.09
<b>Grand Total</b> Count: 1					
17500.36		2610.92	5686.36	1869.72	1194.09

December 9, 2024  
02:46 PM

**Meals Tax**

Range of Accounts: 100-12110-0001 to 100-12110-0001  
Type: Revenue Activity Includes Accounts with Z  
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct
100-12110-0001	Meals Tax - Local				
73723.59		14797.23	16604.09	15038.79	13071.47
<b>Fund Total</b>					
73723.59		14797.23	16604.09	15038.79	13071.47
<b>Grand Total</b> Count: 1					
73723.59		14797.23	16604.09	15038.79	13071.47

# Water Sales

December 9, 2024 02:57 PM					
Range of Accounts: 500-17010-0001 to 500-17010-0001 Type: Revenue Activity Includes Accounts with Ze Subtotal CAFR: No					
Account No	Description				
Total	Jul	Aug	Sep	Oct	
500-17010-0001	Water Sales Charges				
126880.42	26379.71	58031.08	21701.77	20767.86	
<b>Fund Total</b>					
126880.42	26379.71	58031.08	21701.77	20767.86	
<b>Grand Total</b> Count:      1					
126880.42	26379.71	58031.08	21701.77	20767.86	

**Totals as of  
December 10, 2024**

Range of Accounts: 100-11010-0001 to 100-11010-0002 Start Month: July  
Type: Revenue Activity Includes Accounts with Zero Activity: N Year To  
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec
Total							
100-11010-0001	Current Real Estate Taxes						
235369.26		0.00	1839.18	733.53	44580.26	136728.93	51487.36
<b>Fund Total</b>							
235369.26		0.00	1839.18	733.53	44580.26	136728.93	51487.36
<b>Grand Total</b>	Count: 1						
235369.26		0.00	1839.18	733.53	44580.26	136728.93	51487.36

Range of Accounts: 100-11030-0001 to 100-11030-0001 Start Month: July  
Type: Revenue Activity Includes Accounts with Zero Activity: N Year  
Subtotal CAFR: No

Account No	Description	Jul	Aug	Sep	Oct	Nov	Dec
Total							
100-11030-0001	Current Year Personal Property						
8156.98		0.00	16.35	0.00	1349.77	4158.94	2631.92
<b>Fund Total</b>							
8156.98		0.00	16.35	0.00	1349.77	4158.94	2631.92
<b>Grand Total</b>	Count: 1						
8156.98		0.00	16.35	0.00	1349.77	4158.94	2631.92





## Agenda Item Summary

December 12, 2024

**Agenda Item: 12a** - Middle Peninsula Planning District Commission (MPPDC) All Hazards Mitigation Plan Update Service Agreement.

**Background:** An All Hazards Mitigation Plan is required to be current and adopted by each locality to be eligible for federal funding to offset threats. Threat mitigation can include avoidance of repetitive flood loss through techniques such as buyouts of property or hardening of infrastructure from earthquakes/terrorism. The locality need not be impacted by a federally declared emergency for recovery in its state in order to apply for mitigation project funding. While project application success is not guaranteed, it shows preparedness and regional cooperation. Still, it is not available unless the locality has an approved and adopted plan be it local, or as offered here, regional. Please note in September of 2023, the Federal Emergency Management Agency was advised the town intended to participate in the update of the existing regional plan.

A public hearing in each jurisdiction on the final draft of the plan and potential adoption will be necessary. Participation in the effort is documented so engagement by staff and/or leadership is necessary. The Town Administrator is best positioned to be the primary on this project with the mayor as a second.

**Fiscal Impact:** Amount noted in contract, but also staff/leadership time to attend meetings, participate in interviews, review drafts, etc.

**Staff Recommendation:** Agree to the terms of the agreement and direct participation in the plan update.

**Council Action Requested:** Agree to the terms of the agreement in anticipation of staff/leadership engagement in the process.

**Sample Motion:** I move to authorize the Town Administrator to execute the service agreement before us this evening with the Middle Peninsula Planning District Commission to undertake the All Hazards Mitigation Plan Update and to participate as fully as possible.

**Service Agreement between  
The Middle Peninsula Planning District Commission (MPPDC) and Town of  
Urbanna for the Virginia Department of Emergency Management (VDEM)  
“Middle Peninsula PDC – All Hazards Mitigation Plan Update”**

**Grant Number: FEMA-DR-4644-VA-0004**

**THIS SERVICE AGREEMENT** (the “Agreement”) dates this 12<sup>th</sup> day of December, 2024.

**BETWEEN:**

Town of Urbanna of 390 Virginia Street, Suite B (or POB 179) Urbanna VA 23173

(The “Client”)

AND

Middle Peninsula Planning District Commission of 4521 Lewis B. Puller Memorial Highway  
Shacklefords, VA 23156

(The “Contractor”)

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. The Client recognizes the utility of a standard agreement to be used by member localities to ensure that mandates such as the Middle Peninsula multi-jurisdictional hazard mitigation plan are developed in accordance with Title 44 of the Federal Code of Regulations (CFR) Part 201.6; that the planning process is conducted in an open manner involving community stakeholders; that it is consistent with each participating jurisdiction’s policies, program and authorities; and that it is an accurate reflection of the community’s values.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt of sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services” necessary to update the regional Middle Peninsula PDC Hazard Mitigation plan as described in Appendix A Project Scope of Work in accordance with:
  - 44 CFR Ch. 1 Section 2021.6, Part a, which indicates that a local government **MUST** have a mitigation plan approved in order to receive HMGP project grants and in order

to apply for and receive mitigation project grants under all other mitigation grant programs.

- Disaster Mitigation Act of 2000 (“DMA 2K”), which is a key component of the Federal government’s commitment to reduce damages to private and public property through mitigation activities. This legislation established the pre-Disaster mitigation (“PDM”) Program and created requirements for the Post-Disaster Hazard Mitigation Grant program (“HMGP”). This key piece of federal legislation is known as Public Law 106-390.
  - DMA 2K, which requires local governments to develop and submit mitigation plans to qualify for PDM and HMGP funds. The Act requires that the plan demonstrate “the Jurisdiction’s commitment to reduce risk from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.”
2. The Contractor recommends that the Client consult with legal counsel concerning questions related to the requirements of Disaster Mitigation Act of 2000 and 44 CFR Ch. 1 Section 201.6 and other related sections.

#### **Term of Agreement**

3. The term of this Agreement (the “Term”) will begin on the date this Agreement signed by both parties and will remain in full force and effect until either FEMA approves the update to the Middle Peninsula PDC Hazard Mitigation Plan or by VDEM contract end date of March 11, 2026. The term of this Agreement may be extended with the written consent of the Parties. The Agreement may be terminated by either Party with 30 days written notice given to the other party.
4. In the event that the client breaches this Agreement, the Client shall remain liable to the Contractor for the costs of all services both rendered and agreed upon as set forth in paragraph 5 and 6 below. In the event that the Contractor breaches this Agreement, the Contractor will return to the Client any and all unspent monies received from the client as set forth in Paragraph 5 and 6 below. The Parties acknowledge that no other damages, fees, or penalties shall be due one from the other as the result of any act or omission of either Party.

#### **Performance**

5. The Parties agree to fully cooperate and to do everything necessary to ensure that the terms of this Agreement take effect including the execution of additional documents should the need arise.

#### **Compensation**

6. For the services rendered by the Contractor as required by this Agreement, the Client will provide the following compensation as described below (as specifically applicable to Client locality).

Locality Share to be split between all: \$8,194

Essex	\$1,170.57
Gloucester	\$1,170.57
King and Queen	\$1,170.57
King William	\$1,170.57
Mathews	\$1,170.57
Middlesex	\$1,170.57
Urbanna	\$390.19
Tappahannock	\$390.19
West Point	\$390.19
<b>Total</b>	<b>\$8,194</b>

<b>2 Year Federal Grant</b>	<b>FEMA Funding</b>	<b>State Match Provided non-Fed Share</b>	<b>Local Share split between Localities</b>	<b>Per County Match/Share</b>	<b>Per Town Match/Share</b>
\$172,074	\$131,104	\$32,776	\$8,194	\$1,170.57	\$390.19

All such compensation shall be subject to appropriation by the Client

7. The Contractor will invoice the Client for one payment.
8. Project updates will be provided in the Middle Peninsula Planning District Commission monthly meeting packets.
9. In the event that a change order is requested, beyond the scope of services outlined in this Agreement, the client will be charged on an hourly basis according to the approved Commission budget subject to the applicable provisions referenced in Dispute Resolution below (Section 20c). Appearances at local meetings, answering of telephonic questions and private meetings will be deemed change orders in the discretion of the Contractor provided such has been disclosed in writing, in advance of the Client.

**Reimbursement of Expenses**

10. The Contractor will not be reimbursed for any expenses incurred in connection with this Agreement.

**Employment Discrimination by Contractor Prohibited**

11. a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by the state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

12. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **Drug-Free Workplace**

13. The Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the action that will be taken against employees for violations for such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
14. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

### **Employment of Illegal Aliens**

15. The Contractor agrees that it does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

### **Ownership of Intellectual Property**

16. All information gathered during this project will remain public, unless prohibited from disclosure or exempted from required disclosure in accordance with state and federal law.

### **Capacity**

17. In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them.

### **Notice**

18. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Town of Urbanna  
P. S. T. (Ted) Costin, Urbanna Town Administrator  
390 Virginia Street, Suite B (or POB 179) Urbanna VA 23173

- b. Middle Peninsula Planning District Commission  
4521 Lewis B. Puller Memorial Highway  
Shacklefords, VA 23156

Or to such other address as any Party may from time to time notify the other.

**Additional Clauses**

391 This Agreement has been reviewed and approved via recorded vote of the Urbanna Town Council.

**Dispute Resolution**

392 In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

- a. Once a final deliverable has been submitted by Contractor and approved by FEMA, the Contractor shall be deemed to have completed all services required under this Agreement.
- b. Once the scope of work has been completed and/or the product has received any necessary approvals, any changes made by the Client to the final product is “at its own risk”. The client assumes all responsibility for any modification, deviation, or change initiated outside of the agreed to scope of work.
- c. The Contractor has no contractual responsibility to advocate for, coordinate, or administer any local modifications beyond the services agreed to by the Contractor in accordance with the terms of this Agreement.
  - The Client may request an addendum to the contract for specific changes. The Contractor may consider the request from the Client and, if willing to perform the requested work, shall provide a response including a new cost estimate for consideration. Any addendum shall be authorized by the Urbanna Town Council by Resolution outlining such changes to the Services.

**Modification of Agreement**

393 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing by signed by each Party or an authorized representative of each Party.

**Time of the Essence**

394 Time is the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

395 The Contractor shall not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

396 It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this agreement.

**Governing Law**

397 It is the intention of this Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

398 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts served from the remainder of the Agreement.

**Waiver**

399 The waiver by either party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or the provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Approved as to form:

Per: \_\_\_\_\_  
Andrea Erard, Urbanna (Client) Town Attorney

Town of Urbanna (Client)

Per: \_\_\_\_\_  
P. S. T. (Ted) Costin, Urbanna (Client) Town Administrator

Middle Peninsula Planning District Commission (Contractor)

Per: \_\_\_\_\_  
Executive Director

## **Appendix A – Middle Peninsula Regional All Hazards Mitigation Plan**

### **Proposed Project Scope of Work**

The Middle Peninsula Planning District Commission (MPPDC) will update the 2021 Middle Peninsula Regional All Hazards Mitigation Plan (AHMP) with the help of a Local Planning Team. Membership will be nominated by counties, towns and other stakeholders in the Middle Peninsula. Updating the plan will include the following: (1) updating out of date references throughout the plan, (2) expand the opportunity to participate in the planning process to stakeholders outside of local and regional agencies, local and prominent businesses, academia and private and non-profit interests, (3) Describe the Middle Peninsula Fight the Flood Program earlier in the plan, (4) develop impact assessments, (5) addressing the number of manufactures, seasonal, and vacant homes in the area and how they can affect the community's vulnerability to hazard impacts, (5) improve data for HAZUS, (6) refine strategies to concrete activities, (7) improve community - level interactions and risk-based discussions, (8) integrate 5- year Planning Wheel, (9) build on High Hazard Potential Dams section of the plan, and (10) update census data.

### **Planning Team Responsibilities**

Representatives on the Planning Team from participating jurisdictions must engage in the following planning process, including, but not limited to:

- Develop of the Work Program and Schedule with the Planning Team
- Organize and attend regular meetings (virtual and/or in-person) of the Planning Team. Attendance will be documented in the PDC monthly meeting packet.
- Assist the Planning Team with developing and conducting an outreach strategy to involve other planning team members, stakeholders, and the public, as appropriate to represent their Jurisdiction.
- Identify community resources available to support the planning effort, including meeting spaces, facilitators, and media outlets.
- Provide data and feedback to develop the risk assessment and mitigation strategy, including a specific mitigation action plan for their Jurisdiction.
- Submit the draft plan to their Jurisdiction for review.
- Work with the Planning Team to incorporate all their Jurisdiction's comments into the draft plan.
- Submit the draft plan to their respective governing body for consideration and adoption.
- After adoption, coordinate a process to monitor, evaluate, and work toward plan implementation.

### **Local Adoption**

To be eligible for HMPG project grants (grants for a locality after a disaster), a local government must have a mitigation plan. Approval includes adoption by the participating jurisdictions.

### **Timeframe of Grant**

This agreement and grant will be in effect from the date of signature by all parties and will remain in effect through the duration of the project. Once a final deliverable has been submitted to the approved by the Client and the mandating entity, the Contractor shall be deemed to have completed all services required under this Agreement. The agreement may be terminated prior to the time by any Participating Jurisdiction by giving 30 days written notice.



**Appendix B – Award Notice**



**COMMONWEALTH OF VIRGINIA**  
Department of Emergency Management

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

**SHAWN G. TALMADGE**  
State Coordinator  
Deputy Homeland Security Advisor

September 5, 2024

Mr. Lewis Lawrence  
Executive Director  
125 Bowden St.  
Saluda, VA 23149

RE: Middle Peninsula Planning District Commission  
Middle Peninsula PDC – All Hazard Mitigation Plan Update  
FEMA-DR-4644-VA-0004

Dear Mr. Lawrence:

I am pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved the project titled "Middle Peninsula PDC – All Hazard Mitigation Plan Update." The funds have been obligated through the Hazard Mitigation Grant Program. Attached you will find the grant award package. Please read all documents carefully prior to initiating your project. As funded, the federal share is 75%, the state share is 20%, and the local share is 5% of the total project costs, and management costs will be funded with 100% federal funds.

Your project cannot begin until the authorized agent has signed the grant award package. No reimbursements will be made until the award package is signed and received by the Virginia Department of Emergency Management. Please sign the attached grant agreement and scan and email it to Jenn Peterson, Hazard Mitigation Grants Administrator. Congratulations on the approval of this project. If you have questions regarding this award or the implementation of your project, please contact Jenn Peterson at (804) 405-7185 or by email at [jennifer.peterson@vdem.virginia.gov](mailto:jennifer.peterson@vdem.virginia.gov).

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Adkins".

Cheryl J. Adkins  
Alternate Governor's Authorized Representative

Enclosures

CJA/DJM/jlp

*Saving lives through effective emergency management and homeland security.  
"A Ready Virginia is a Resilient Virginia."*

Page | 1

One Independence Mall  
615 Chestnut Street, 6<sup>th</sup> floor  
Philadelphia, PA 19106-4404



**FEMA**

July 5, 2024

Shawn Talmadge  
Governor's Authorized Representative  
Virginia Department of Emergency Management (VDEM)  
9711 Farrar Court, Suite 200  
North Chesterfield, VA 23236

**Re: Project Approval Letter  
FEMA-4644-DR-VA-0004  
Middle Peninsula PDC HMP Update  
Hazard Mitigation Grant Program (HMGP)**

Governor's Authorized Representative Talmadge:

I am pleased to inform you that the planning application for the **HMGP Middle Peninsula PDC - All Hazards Mitigation Plan Update (FEMA-4644-DR-VA-0004)** has been approved. This project will fund the update of the Middle Peninsula Hazard Mitigation Plan. No physical work will be performed during this project.

	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total</b>
Project Costs	\$122,910.00	\$40,970.00	\$163,880.00
Subrecipient Management Costs	\$8,194.00	\$0.00	\$8,194.00
Total	\$131,104.00	\$40,970.00	\$172,074.00

The total approved project cost is \$163,880.00 with a 75% federal cost share of \$122,910.00 and a 25% non-federal cost share of \$40,970.00. In addition, the federal amount of \$8,194.00 is available for Sub-Recipient management costs. The federal share amount of \$131,104.00 is available in the SMARTLINK system. A copy of the obligation report is enclosed for your records.

In implementing this project, VDEM as the recipient, shall ensure that the Middle Peninsula PDC, the sub-recipient, continues to comply with the applicable FEMA-State Grant Agreement Articles and all applicable laws, assurances, and guidance.

The sub-recipient must adhere to all requirements and conditions outlined in the Record of Environmental Consideration (REC) document. The Special Conditions listed below can also be found in the REC attached.

[www.fema.gov](http://www.fema.gov)

**NEPA Determination:** Approval is for planning costs only. No physical work or ground disturbing activities are approved at this time. Failure to comply with this condition jeopardizes the receipt of federal funding.

**The Period of Performance (POP)** for this award ends on **March 11, 2026**. All changes to this award must be submitted to our office in writing for review and approval prior to commencement of any change-related work. Please provide our office with a quarterly report thirty (30) days after the end of each federal fiscal year quarter.

If you have any questions concerning the approval of this project, please contact Sabrina Jefferson, HMGP Section Supervisor, at [sabrina.jefferson@fema.dhs.gov](mailto:sabrina.jefferson@fema.dhs.gov).

Sincerely,

**DUSTY R  
BROSIUS**

Digitally signed by  
DUSTY R BROSIUS  
Date: 2024.07.05  
23:17:59 -04'00'

Dustin R. Brosius  
Senior Advisor for Risk Reduction  
Mitigation Division

Enclosure(s):

REC Record of Environmental Consideration  
Obligation Report

cc: Cheryl Adkins, CFO, Deputy State Coordinator  
Dillon Taylor, Chief of Staff and Senior Counsel  
Robert Coates, Director of Grant Management and Recovery  
Debbie Messmer, Deputy Director of Grant Management and Recovery  
Katie Vugdalic, State Hazard Mitigation Officer  
Sarah Cobelli, HMGP Branch POC  
Sabrina Jefferson, HMGP Section Supervisor  
Gail Gronlund, VA FIT Project Officer



## Agenda Item Summary

December 5, 2024

**Agenda Item: 12b** - Virginia Resources Authority (VRA) Financing Agreement for Middle Peninsula Planning District Commission (MPPDC).

**Background:** The MPPDC manages a range of projects, programs, and services for local communities and governments, primarily funded through federal and state grants. Notably, around 95% of these grants are reimbursable, meaning that MPPDC must initially cover the project costs before seeking reimbursement from the granting agency. Individual grants, such as living shoreline, can amount to several million dollars.

To facilitate timely payments to contractors and streamline the reimbursement process, MPPDC would like to utilize a short-term line of credit from the VRA. This line of credit would typically last up to 45 days and would ensure that MPPDC can maintain cash flow during the project lifecycle. VRA has granted MPPDC a \$500,000 line of credit that can be accessed on an ongoing basis.

The federal or state grant agreements serve as the primary form of collateral for the VRA line of credit. Additionally, MPPDC's unrestricted General Fund, which amounts to approximately \$500,000, acts as a secondary layer of collateral. VRA is now seeking the support of Middle Peninsula local governments to act as a third layer of collateral by serving as "co-signers" and providing a moral obligation pledge.

Over the past nine years, MPPDC has demonstrated its financial reliability, successfully securing and closing over 200 grants. Throughout this period, the organization has received every dollar owed to it, with no grants failing to convert.

**Fiscal Impact:** This is a third layer moral obligation pledge being considered by all MPPDC jurisdictions so there is no immediate expenditure. Only in a very unlikely event would the town be asked to financially contribute.

**Staff Recommendation:** Support the attached agreement providing moral obligation and support for the MPPDC's VRA financing provided all MPPDC member jurisdictions agree.

**Council Action Requested:** Yes. Support the attached agreement providing moral obligation and support for the MPPDC's VRA financing provided all MPPDC member jurisdictions agree.

**Sample Motion:** I move to authorize the Town Administrator to execute the attached agreement providing moral obligation and support for the MPPDC's VRA financing and to convey to the MPPDC that support is in anticipation of all member jurisdictions participating.

**SUPPORT AGREEMENT**

**THIS SUPPORT AGREEMENT** is made as of the first day of \_\_\_\_\_, 202\_, by and among the \_\_\_\_\_ (the “\_\_\_\_\_ Board”), the \_\_\_\_\_ (the “\_\_\_\_\_ Council”), acting as the governing body of the Town of \_\_\_\_\_, Virginia (“\_\_\_\_\_”) [insert additional member jurisdictions], the [name of borrower] (the “Borrower”), and the **VIRGINIA RESOURCES AUTHORITY** (the “Authority”), as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the “Financing Agreement”), between the Authority and the Borrower.

**RECITALS:**

**WHEREAS**, the Borrower was created by [insert member jurisdictions] (collectively, the “Member Jurisdictions”) pursuant to [insert enabling legislation]; and

**WHEREAS**, the Borrower has determined that it is in its best interest to issue and sell a \_\_\_\_\_ bond in an original aggregate principal amount not to exceed \$500,000 (the “Local Bond”) to the Authority, pursuant to the terms of the Financing Agreement in order to finance [insert description of project] (the “Project”); and

**WHEREAS**, the \_\_\_\_\_ Board adopted on \_\_\_\_\_, 202\_, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the \_\_\_\_\_ Board to consider certain appropriations in support of the Local Bond and the Project; and

**WHEREAS**, the \_\_\_\_\_ Council adopted on \_\_\_\_\_, 202\_, a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the \_\_\_\_\_ Council to consider certain appropriations in support of the Local Bond and the Project.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

2. The term “Proportional Share” shall mean for each of the Member Jurisdictions, the following percentages of the Annual Deficiency Amount (as defined in paragraph 5) or other insufficiency (as set forth in paragraph 7), if any, or such other percentages as may be agreed upon by the Member Jurisdictions in writing, provided such amended allocation shall add up to 100%:

Member Jurisdiction	Proportional Share

Each of the Member Jurisdictions' obligations is limited to its Proportional Share of debt service on the Local Bond and the amounts to be included in each Member Jurisdiction's submitted budget pursuant to paragraphs 6 and 7 below shall not be increased to offset a non-appropriation of any of the other Member Jurisdictions.

3. If the Member Jurisdictions' moral obligation commitments are invoked, the Member Jurisdictions' Proportional Shares of debt service on the Local Bond shall be taken from the first dollars the Member Jurisdictions annually submitted to the Borrower.

4. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

5. No later than March 15 of each year, beginning March 15, 202\_, the Borrower shall calculate and notify the Member Jurisdictions of (a) the amount by which the Borrower reasonably expects the total debt service obligations under the Financing Agreement for the following fiscal year will exceed the total funds the Borrower will have available to pay the debt service obligations under the Financing Agreement for the following fiscal year (the "Annual Deficiency Amount"), and (b) the corresponding Proportional Share of the Annual Deficiency Amount for each Member Jurisdiction.

6. The County Administrator of \_\_\_\_\_ (the "\_\_\_\_ Administrator"), the Town Manager of \_\_\_\_\_ (the "\_\_\_\_ Manager") [insert additional member jurisdictions] (the \_\_\_\_\_ Administrator and the \_\_\_\_\_ Manager are each a "Designated Local Official") each shall include the respective Proportional Share for his or her Member Jurisdiction in the respective budget submitted to the Member Jurisdiction for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. Each Designated Local Official shall deliver to the Authority within ten (10) days after the adoption of the respective Member Jurisdiction's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the respective Member Jurisdiction has appropriated to or on behalf of the Borrower an amount equal to its Proportional Share.

7. If at any time the Borrower is unable to make any of the payments referred to in paragraph 5 hereof, the Borrower shall notify the Designated Local Officials of the amount of such insufficiency and the Designated Local Officials shall (1) ensure that their respective portions of the Annual Deficiency Amount have been paid to the Borrower, and (2) request, and pay to the Borrower, additional appropriations from the Member Jurisdictions as necessary and in the proportions set forth in paragraph 5 to enable the Borrower to pay in full all payments under the Financing Agreement.

8. Each Designated Local Official shall present each request for appropriation pursuant to paragraph 7 above to his or her Member Jurisdiction, and the respective Member Jurisdiction shall consider such request at such Member Jurisdiction's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meetings, each Designated Local Official shall notify the Authority as to whether the amount so requested was appropriated. If any Member Jurisdiction shall fail to make any such

appropriation, the respective Designated Local Official shall add the amount of such requested appropriation to the Proportional Share reported to that Member Jurisdiction by its Designated Local Official for the next fiscal year.

9. The Member Jurisdictions hereby undertake a non-binding obligation to appropriate their respective Proportional Shares as may be requested from time to time pursuant to paragraphs 6 and 7 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Member Jurisdictions, while recognizing that they are not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby state their intent to make such appropriations in future fiscal years, and hereby recommend that future Boards or Councils, as appropriate, do likewise.

10. The Member Jurisdictions acknowledge that (i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a “local obligation” within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the “Virginia Code”), which in the event of a nonpayment by a Member Jurisdiction hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment by such Member Jurisdiction has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the respective Member Jurisdiction of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Member Jurisdiction for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.

11. Nothing herein contained is or shall be deemed to be a lending of the credit of the Member Jurisdictions to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of any Member Jurisdiction, nor shall anything herein contained legally bind or obligate the Member Jurisdictions to appropriate funds for the purposes described herein.

12. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to \_\_\_\_\_, to \_\_\_\_\_, Attention: County Administrator, (ii) if to \_\_\_\_\_, to \_\_\_\_\_, Attention: Town Manager, (iii) if to the Borrower, to \_\_\_\_\_, Attention: \_\_\_\_\_, and (iv) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

13. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

14. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

15. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[Signature page follows]*



**IN WITNESS WHEREOF**, the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

**BOARD OF SUPERVISORS OF \_\_\_\_\_ COUNTY,  
VIRGINIA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**TOWN COUNCIL OF THE TOWN OF \_\_\_\_\_,  
VIRGINIA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**[NAME OF BORROWER]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VIRGINIA RESOURCES AUTHORITY**

By: \_\_\_\_\_

Shawn B. Crumlish, Executive Director

## **Middle Peninsula Planning District Commission Local Government Direct Loan Program – Terms and Conditions**

---

*Below is an outline of the proposed terms and conditions for the type of financing requested by the Middle Peninsula Planning District Commission for funding from the Virginia Local Government Direct Loan Program, which has been authorized by the Credit Committee of Virginia Resources Authority (“VRA”). The final terms and conditions will be set forth in the Financing Agreement between VRA and the PDC. The following proposed terms are valid through December 31, 2024.*

**Borrower:** Middle Peninsula Planning District Commission (the “PDC” or the “Borrower”)

**Lender:** Virginia Resources Authority (“VRA”)

### REVOLVING CREDIT FACILITY

**Amount:** The aggregate principal amount of the revolving facility is not to exceed \$500,000 at any time.

**Availability and Renewals:** Amounts repaid may be re-borrowed. The revolving credit facility is subject to annual renewal.

**Purpose:** To provide short-term financing for eligible project costs before disbursement of certain grant or loan proceeds, together with related expenses (the “Project”).

**Eligible Project Costs:** Includes “Project” and “Cost” as defined in §62.1-199 of the Code of Virginia, as amended, and eligible for reimbursement from certain grants and loans.

**Interest:** Interest will initially accrue on the outstanding balance at the greater of 2.0% or the one-year U.S. Treasury rate published four weeks prior to the closing date of the revolving facility. The rate will be adjusted each subsequent renewal period using the same methodology.

Interest shall be payable monthly in arrears and upon termination of the revolving credit facility.

There shall not be a non-use fee.

**Middle Peninsula Planning District Commission**  
**Local Government Direct Loan Program – Terms and Conditions**

---

- Security:** Pledge of grant proceeds from projects funded through the revolving credit facility and the moral obligation pledge of one or more PDC members acceptable to VRA.
- Disbursements:** Funds shall be disbursed within seven days of the Borrower's written requisition with supporting documentation or declined with explanation.
- Mandatory Payments:** Within five days of receipt by the PDC, grant proceeds are required to pay down the credit facility's outstanding balance. If permitted by the grantor, Borrower agrees to assign all disbursements of grant proceeds (up to the amount of the outstanding revolving credit facility balance plus accrued interest thereon) directly to VRA.
- Interest Payments:** Interest payments shall be paid monthly in arrears.
- Other Conditions:** Borrower covenants to adhere to grant agreement(s) requirements and notify VRA of any non-compliance, and agrees to confirm in writing with grantor that use of revolving credit facility is permitted.
- Legal Opinions:** Customary opinions as to authorization, validity, no litigation, and other matters requested by the VRA.
- VRA Legal Expenses:** Borrower shall pay all reasonable legal expenses of VRA in connection with documentation and closing this revolving credit facility with a not-to-exceed cost of \$10,000 for the initial term of the revolving credit facility; subsequent renewal(s) of the revolving credit facility will incur additional VRA legal expenses to be paid by the Borrower; the not-to-exceed cost for such expenses will be agreed upon prior to the related revolving credit facility renewal.

**Middle Peninsula Planning District Commission  
Local Government Direct Loan Program – Terms and Conditions**

---

**Acknowledgment:**

The foregoing terms and conditions are hereby acknowledged the \_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VRA Contact:**

Peter D'Alema  
Director of Program Management  
1111 East Main Street  
Suite 1920  
Richmond, VA 23219  
804-616-3446  
[pdalema@virginiaresources.org](mailto:pdalema@virginiaresources.org)



## Agenda Item Summary

December 12, 2024

**Agenda Item: 12c** - Setting Date, Time, and Place for Council's 2025 Organizational Meeting.

**Background:** It is customary – and imperative - to set a date, time, and place for Council's 2025 organizational meeting to establish committees, set the calendar for regular meetings and work sessions, and other matters.

**Fiscal Impact:** None.

**Staff Recommendation:** As the council has utilized the second Thursday of the month at 6 pm in the council chambers of the town's office as its regular meeting day, time, and place, the same should be used for the initial 2025 organizational meeting. After that, any date, time, and place council finds workable can suffice.

**Council Action Requested:** Yes, as noted in the Staff Recommendation.

**Sample Motion:** I move that Council hold its 2025 organizational meeting on Thursday, January 9, 2025 at 6 pm in the council chambers of the town's office at 390 Virginia Street, Suite B in Urbanna.