

**BOARD OF SUPERVISORS
REGULAR SCHEDULED MEETING
TUESDAY, JANUARY 20, 2026
6:00 P.M.**

The Appomattox County Board of Supervisors held its regular scheduled meeting on Tuesday, January 20, 2026, at 6:00 p.m. in the Board of Supervisors meeting room located at 333 Court St., Appomattox, Virginia.

Appomattox County Board of Supervisors

Present:

John F. Hinkle	Falling River District
Nathan Simpson	Courthouse District
Trevor L. Hipps	Wreck Island District
Alfred L. Jones, III	Piney Mountain District
Kenneth Wolfskill	Appomattox River District

Also, Present:

Susan Adams, County Administrator
John Spencer, Purchasing Director/Contracts & Grants Admin./FOIA Officer
Johnnie Roark, Planning/Zoning/Economic Administrator/Deputy Director of Operations
Janet McConville, Finance Specialist II
Wanda McCormick, Finance Specialist III

CALL TO ORDER – Chairman Hinkle called the meeting to order at 6:00 p.m.

Invocation – Rev. Jones

Pledge of Allegiance

SETTING OF AGENDA

Motion made by Mr. Rev. Jones, seconded by Mr. Wolfskill, and carried with all Members present voting yes, to accept the Agenda as submitted.

CITIZEN PUBLIC COMMENT PERIOD

Cooke Harvey of Gladstone, VA, addressed the Board to state that he is running for U.S. Congress in the 5th Congressional District as an Independent.

Jerry Boyce, Sr. of Appomattox, VA, addressed the Board to state his opposition to a possible tax proposal that would benefit younger residents, while being disadvantageous to older residents.

APPEARANCES

Patricia Morton, Registrar, addressed the Board to present the update to the election schedule for 2026, and a possible budget increase, if additional elections were to take place in April 2026 and June 2026. Ms. Morton also discussed a possible move of the Oakville polling location to Quail Run Wedding Venue.

Motion made by Mr. Wolfskill, seconded by Mr. Simpson to authorize staff to schedule and advertise a Public Hearing for February 17, 2026 at 6:00, p.m. to receive public comment regarding a proposed ordinance to amend Appomattox County Code Chapter 3, Article II- Elections. The Appomattox County Electoral Board has recommended to the Board of Supervisors the following change to a polling location. Specifically, to amend Appomattox County Code §3.2-12 (D)(2)-Polling Place, to relocate the polling location from Oakville Ruritan Building, 181 Piney Mountain Road, Appomattox, Virginia to Quail Run Wedding Building, 1433 Piney Mountain Road, Appomattox, Virginia. Chairman Hinkle called for a roll call vote: Mr. Simpson-yes, Mr. Hipps-yes, Mr. Wolfskill-yes, Mr. Hinkle-yes, and Rev. Jones-yes.

PUBLIC HEARING

Public Hearing-CUP250870-Benton W. Bowman

At 6:18 PM, after due notice was given, Mr. Hinkle called the Public Hearing to order to receive comments on a Conditional Use Permit (CUP) petition submitted by Mr. Benton W. Bowman (applicant/owner). Mr. Bowman has petitioned for a CUP to operate the Rifleman's Resort (Outdoor Shooting Range), located off Wildway Road. This proposed use involves multiple parcels. The Tax Map Identification Numbers are 20 (A) 41, 20 (A) 50, 20 (1) 3, 20 (1) 4, 20 (1) 5, 12 (A) 32, 12 (A) 33, 12 (A) 35, 12 (A) 36 and 13 (A) 36. The parcels total 571.66 acres in size. The parcels are zoned A-1, Agricultural Zoning District. At its December regular meeting, the Planning Commission voted 6 to 1 (O'Brien dissenting) to recommend approval of the petition with conditions.

The following citizens addressed the Board in reference to CUP250870:

John Zable, Wendy Horner, Benjamin Horner, Linda Taylor, Quinton Craft, John Olson, Annette McCabe, William McCabe, Rick Butler, Gracie Cardwell, Nancy Jo Billings, Betty Craft, Todd Craft, Patricia Morton, Nell Wilson, Michael Lewis, Robert Daniel, Margie Coleman, Keith Harper, Justin Harper, Danelle Harper, Paige Craft, Chase Weakley, Debra Howard, Dan Howard, Bonnie Swanson, Lucille Jones, Izetta Taylor, Robert Yoder, Dennis Torrence, Cooke Harvey, Dale Schrock, Wayne Campbell, Pam Campbell, Phillip Grey, Gage McCormick, Tim Trent, Darrell Moore, Amy Schrock, Berkley Goin, Russ Fender, Becca Whitehead, Caleb Baker, Troy Woods, Annie Terry, Greg Meacham, Chris Knight, Belinda Jones, Ben Hamilton, Marc Haynes, Steve McCormick, Tom Stratton, Brian Prue, David Hackett, Robin Fender, Kristi Terry, and Teresa Glover. After no further comments, the Public Hearing was closed at 8:48 p.m.

Andy Slade, Rifleman's Resort representative, addressed the Board concerning the petition and answered questions posed by Board members.

Motion made by Rev. Jones to table the vote on the CUP250870 until the Regular Board of Supervisors meeting in February 2025, in order for staff to gather more information on questions that have arisen by the Board. There was no second to the motion. Motion died.

Motion made by Rev. Jones, seconded by Mr. Hipps, and carried with all members voting yes, to recess at 9:50 p.m. for 6 minutes.

Chairman Hinkle called the meeting back into session at 10:00 p.m.

Motion made by Rev. Jones, to table the vote on the CUP25870 until Regular Board of Supervisor's meeting in February 2025 to consider restrictions.

The motion was revised:

Motion made by Rev. Jones, seconded by Nathan Simpson to table the vote on the CUP25870 until such time that the County has received a more comprehensive site plan with multiple views and topography.

After a consensus by the Board to suspend the voting rule for this motion, Rev. Jones withdrew his motion.

Motion made by Mr. Hipps, seconded by Rev. Jones to table the vote of CUP25870 until the February 17, 2026, Regular Board of Supervisors meeting to allow time for the County and the petitioner to work together to get Supervisor's concerns resolved. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-no, Mr. Hipps-yes, Mr. Simpson-no, Rev. Jones-yes, Mr. Hinkle-no. Motion failed, 2-3.

Motion made by Mr. Hipps, seconded by Mr. Simpson to continue the meeting past the 10:30 p.m. bylaw time until the meeting is adjourned. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Simpson-yes, Rev. Jones-yes, Mr. Hinkle-yes. Motion carried.

Motion made by Mr. Hipps, seconded by Mr. Simpson to approve the CUP25870 with the ten conditions as stated on the resolution #2. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Simpson-yes, Rev. Jones-no, Mr. Hinkle-no. Motion carried 3-2.

**A RESOLUTION GRANTING A
CONDITIONAL USE PERMIT (250870) IN THE PINEY MOUNTAIN DISTRICT
FOR BENTON W. BOWMAN (APPLICANT /OWNER),
TO LOCATE AN OUTDOOR SHOOTING RANGE, KNOWN AS THE 'RIFLEMAN'S RESORT'
OFF WILDWAY ROAD IN THE OAKVILLE COMMUNITY**

WHEREAS, Benton W. Bowman has applied for a conditional use permit to locate an Outdoor Shooting Range off Wildway Road, on multiple tax parcels in the Oakville community. The zoning of the properties is A-1, Agricultural Zoning District. The properties are further identified as Tax Map Identification Number 20 (A) 41, 20 (A) 50, 12 (A) 32, 12 (A) 36, 12 (A) 33, 12 (A)35, 13 (A) 36, 20 (1) 3, 20 (1) 4, and 20 (1) 5 and is located on the north side of Wildway Road, between Wildway Road to its south and Watt Abbitt Road to its north, in the Oakville community; and

WHEREAS, the petition was referred to the Planning Commission, which held a duly advertised and noticed public hearing on December 10, 2025, where the Planning Commission received comments from the general public; and

WHEREAS, the public hearing identified two main concerns: noise and general safety of the community; and

WHEREAS, on December 10, 2025, the Planning Commission weighed the information related to the zoning, land use, transportation, environment, the comprehensive plan, comments from the public, and other factors; and found that for reason of public necessity, convenience, general welfare, and good zoning practice, the Planning Commission, by a vote of six to one recommended approval of the petition with conditions; and

WHEREAS, the Planning Commission, the following conditions are being recommended by the Planning Commission in order to mitigate concerns of the neighborhood and adjoining property owners;

1. The Rifleman's Resort (Outdoor Shooting Range) will be constructed in general conformance with the concept plan submitted with the application dated November 10, 2025.
2. The hours of operation: The facility may have active shooting times starting from 8:00a.m. until sunset, Monday through Saturday. Sunday shooting times starting from 9:00 a.m. to sunset. Special accommodations shall be made for up to five (5) Special Night Events, annually, which will allow shooting times to extend to 11:00 p.m. for these events. The Pro Shop may operate during all shooting times and one additional hour pre- and post-shooting hours.
3. In case of Law Enforcement training and/or Military training events, shooting activities may be extended into night-time hours as warranted by the training activity. Shooting activity beyond 11:00 p.m. for these specific training activities shall require suppression devices to be in accordance with the Appomattox County Noise Ordinance. Law Enforcement training and/or Military training events are exclusive of the Special Night Events and do not count towards the limit in Condition # 2.
4. When the facility is open to non-members, i.e. the general public, then there shall be an on-site operator/owner (Range Safety Officer) present at all times during active shooting activities. When the facility is available to members-only, then no on-site staff is required, however; an emergency contact number shall be made available to the members by signage placed on or near the Pro Shop, or other structures within the facility. All members shall complete approved safety training prior to independent use; all organized events shall be supervised by a Range Safety Officer.
5. A one hundred (100) foot wide buffer area shall be maintained around the perimeter property lines to the facility. There shall be no buffer area required against any interior property lines, as shown on the Concept Plan submitted with the application. No Shooting Position or Impact Zone shall encroach on this buffer area. Interior trails or travel ways used to access Shooting Positions may be located within the buffer area. The entire perimeter of the shooting range area shall be fenced and posted with warning signage at intervals of not more than one hundred (100) feet, in accordance with Appomattox County Code §19.6-SI(A).

6. All Shooting Positions shall comply with Appomattox County Code §19.6-81 et seq. The minimum distance from any firing point to the nearest property line in the direction of fire shall be not less than one thousand (1000) feet unless a property designed backstop is utilized. With a backstop, the minimum distance may be reduced to two hundred (200) feet from the target. No shooting position or discharge point shall be oriented toward any publicly owned or maintained road. The use, possession, or detonation of exploding targets, binary explosive targets, reactive explosive materials, or any target designed to explode, combust, or detonate upon impact is expressly prohibited at all times on the property. This prohibition applies to all users, without exception.
7. All Impact Zone limits shall be a minimum of two hundred feet (200) from all exterior property lines.
8. The facility shall comply with the Appomattox County Noise Ordinance, at all times.
9. The owner/developer of the facility shall maintain an accessible route for emergency services at all times during active shooting times.
10. The owner/developer shall be responsible to coordinate and obtain any necessary permitting, including environmental, from State and/or Federal agencies related to the operation of the Outdoor Shooting Range. The Federal EPA Best Management Practices Guide shall be utilized at all times in developing and operating the range.

WHEREAS, the petition has been duly advertised and noticed for public hearing before the Board of Supervisors on January 20, 2026, with said public hearing being held and comments received; and

WHEREAS, the Board of Supervisors has considered the recommendation of the Planning Commission and it finds that the proposed use is consistent with the comprehensive plan, the zoning ordinance, and good zoning practice and would generally promote the health, safety, and general welfare of the public;

WHEREAS, the Board of Supervisors has determined amended conditions are warranted and have added such to the recommendation of the Planning Commission;

NOW, THEREFORE BE IT RESOLVED, the Board of Supervisors hereby GRANTS Benton W. Bowman, a conditional use permit, including said conditions as recommended by the Planning Commission, to locate an Outdoor Shooting Range on property herein described.

PUBLIC HEARING

Public Hearing-Appomattox County Code Section 19.6-87.2 Cemetery; Family, Church, Private, Association, For-Profit

At 10:38 PM, after due notice was given, Mr. Hinkle called the Public Hearing to order to receive comments on a proposed amendment to the Zoning Ordinance, Section 19.6-87.2 related to the minimum lots size for cemetery lots. The proposed amendment would eliminate the minimum lot size requirement. At the December regular meeting of the Planning Commission, the Commission voted unanimously to recommend approval of the proposed amendment. After receiving no public comment, the Public Hearing was closed at 10:39 p.m.

Motion made by Mr. Simpson, seconded by Mr. Wolfskill, to approve the amendment to the Zoning Ordinance, Appomattox County Code Section 19.6-87.2 related to the minimum lot size for cemetery lots. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Simpson-yes, Rev. Jones-yes, Mr. Hinkle-yes. Motion carried.

**APPOMATTOX COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
OFFICE OF COUNTY ADMINISTRATION
153A MORTON LANE
APPOMATTOX, VIRGINIA 24522
(434) 352-8183**

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF APPOMATTOX COUNTY, TITLE 19 (LAND USE AND DEVELOPMENT), CHAPTER 19.6 (ZONING), TO AMEND PORTIONS OF ARTICLE VIII (ADDITIONAL REGULATIONS) FOR CEMETERIES; FAMILY, CHURCH, PRIVATE, ASSOCIATIONS, FOR-PROFIT, KNOWN AS §19.6-87.2, AS SHOWN

WHEREAS, Sections 15.2-1427 and 15.2-1433 of the Code of Virginia, 1950, as may be amended from time to time, enable a local governing body to adopt, amend and codify ordinances or portions thereof; and

WHEREAS, from time to time, for good zoning practice or in the judgement of the citizens, staff, the Planning Commission or the Board of Supervisors an area of text needs amending to better serve the purpose of zoning and the community at-large; and

WHEREAS, in an effort to better serve to public in general, and remove a requirement considered burdensome by the public, the Planning Commission sees the need to amend the minimum lot size requirement for establishing a cemetery, as follows (new language is shown in italics, deletion shown as strikethrough);

§19.6-87.2 Cemetery; Family, Church, Private, Association or For-Profit

1. The location of any new cemetery shall be sufficiently documented by a land survey, recorded in the office of the Clerk of the Circuit Court, so as to inform prospective and future property owners of the presence and location of such cemetery.

~~2. The minimum lot size for a cemetery lot shall be one-half acre. No road frontage shall be required for lots designated on a survey as a "cemetery lot".~~ An easement for ingress/egress shall be provided on the survey at a minimum width of twenty (20) feet.

(3) Interment must be a minimum of five (5) feet from the boundary of the lot and the lot must be a minimum of 100 feet from any active well.

WHEREAS, the Appomattox County Joint Planning Commission held a public hearing on December 10, 2026 and all those wishing to speak on this topic were given an opportunity to do so; and

WHEREAS, the Appomattox County Joint Planning Commission voted unanimously to recommend approval of the amendment, as written; and

WHEREAS, on January 20, 2026, a public hearing was held on this matter before the Appomattox County Board of Supervisors, and all of those wishing to speak on this topic were given an opportunity to do so ;

WHEREAS, the Appomattox Joint Planning Commission carefully considered the presentation of staff, the Comprehensive Plan, the comments from the public hearing, and provided an affirmative recommendation for the proposed amendment; and

WHEREAS, the Appomattox County Board of Supervisors finds that in agreement with the recommendation of the Joint Planning Commission, the public necessity, convenience, general welfare, or good zoning practice requires adoption of an ordinance to amend Zoning Ordinance of Appomattox County;

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF APPOMATTOX COUNTY, VIRGINIA the Code of Appomattox, Chapter 19.6-Zoning is hereby amended and readopted, as described herein.

PUBLIC HEARING

Public Hearing-LightShift Energy LLC, Siting Agreement

At 10:40 p.m., after due notice was given, Mr. Hinkle called the Public Hearing to order to receive comments on a siting agreement submitted by LightShift Energy LLC with respect to a proposed battery storage facility to be constructed in conjunction with a new Central Virginia Electric Cooperative electrical substation to be located in the Appomattox Center for Business and Commerce. Per the siting agreement, LightShift Energy, d/b/a Appomattox VA BESS 1, will provide a one-time Capital Payment of \$10,000.00, a one-time Charitable Contribution of \$10,000.00, and will pay for local fire department training related to the battery storage facility. After receiving no public comment, the Public Hearing was closed at 10:42 p.m.

Motion made by Rev. Jones, seconded by Mr. Wolfskill to approve the LightShift Energy LLC, siting agreement. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Simpson-yes, Rev. Jones-yes, Mr. Hinkle-yes.

ENERGY STORAGE PROJECT SITING AGREEMENT

This Energy Storage Project Siting Agreement ("Agreement"), dated as of _____, 20____ ("Effective Date"), is by and between Appomattox County, VA, a political subdivision of the Commonwealth of Virginia ("County") and Appomattox VA BESS 1 LLC, a Delaware limited liability company ("Applicant"). The County and Applicant are herein each a "Party" and collectively, the "Parties".

RECITALS

A. The Applicant has a right to lease certain parcels of land in the County consisting of 1.5 acres, identified as GPIN(s) 63-A-80E, and more fully described on the Concept Plan attached hereto as **Exhibit A** (collectively, "Property").

B. The Applicant intends to develop, install, build, and operate an energy storage project, as defined by Virginia Code Section 15.2-2316.6, with an aggregate energy capacity of 5.01 MW on the Property ("Project").

C. Applicant and Central Virginia Electrical Cooperative ("CVEC") have entered into (i) that certain Energy Storage Services Agreement dated on or about the date hereof ("ESSA") for the performance by Applicant of certain energy storage services for the benefit of CVEC, (ii) that certain Lease Agreement ("**Lease Agreement**") granting Applicant the right to use the Property for the development, construction and operation of the Project and the performance of services pursuant to the ESSA, and (iii) that certain Interconnection Agreement for Battery Energy Storage Facility (the "**Interconnection Agreement**") for the interconnection of the Project to the CVEC's distribution grid; and

D. Pursuant to Title 15.2, Chapter 22, Article 7.3 of the Code of Virginia, titled "Siting of Solar Projects and Energy Storage Projects," the Applicant and the County may enter into a siting agreement ("**Siting Agreement**") for an energy storage project as such term is defined by Virginia Code § 15.2-2316.6.

E. Pursuant to Virginia Code § 15.2-2316.7, the Project is eligible for a Siting Agreement as it will contain energy storage facilities as described therein.

F. On October 28th, 2025, the Applicant gave written notice to the County pursuant to Virginia Code § 15.2-2316.7(A) of Applicant's intent to locate the Project in the County and requested a meeting to discuss and negotiate a Siting Agreement.

G. After negotiation between the County and the Applicant, the Parties desire to enter into this Agreement so the Applicant can make a voluntary payment to the County above and beyond its tax obligations ("**Capital Payment**"), as a meaningful way to be a community partner, and to mitigate certain potential impacts of the Project, and to provide financial compensation to the County to address capital needs set out in (a) the County's capital improvement plan, (b) the County's current fiscal budget, or (c) the County's fiscal fund balance policy; and to help the County achieve its goals toward deployment of broadband, all as permitted by Virginia Code § 15.2-2316.7(B).

H. Pursuant to Virginia Code § 58.1-3660, the energy storage facilities associated with the Project, which are considered “certified pollution control equipment,” are subject to local taxation as provided by state law but are partially exempt from local taxation pursuant to Article X, Section 6(d) of the Constitution of Virginia (“**Tax Exemption**”). The Tax Exemption relates to personal property (or machinery and tools) taxes on the energy storage facilities only and does not affect the County’s right to collect real estate taxes for the Property. In addition to its real estate tax obligations, which are not affected by this Agreement, the Applicant has agreed to make the Capital Payment set out in Exhibit C in order to mitigate the impacts of the Project and for the other reasons stated in Virginia Code § 15.2-2316.7.

I. Pursuant to Virginia Code § 15.2-2316.8(B), the County has held a public hearing in accordance with subsection A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the Appomattox County Board of Supervisors (“**Board of Supervisors**”) approved this Agreement.

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

Article I
Project Features, Conditions, Valuation, Enforcement, and Mitigation

1. Project Features. The Project will be composed of an energy storage project with an aggregate power capacity of 5.01 MW. The energy storage facilities are expected to consist of 4 units approximately twenty (20) ft in length, eight (8) ft in width and nine and a half (9.5) ft in height and require a foundation. The energy storage facilities will consist of Lithium-ion batteries (or their functional equivalent) with off-site monitoring capabilities.

2. Conformance with the Comprehensive Plan. Upon approval of this Agreement by the County and in accordance with Virginia Code § 15.2-2316.9(C), the Project shall be deemed to be “substantially in accord” with the Appomattox County Comprehensive Plan.

3. Federal and State Approvals. County shall cooperate with Applicant in obtaining any state or federal approvals required by law; provided, that such cooperation shall not include County being an applicant or co-applicant for any such approval in the absence of specific authorization by the Board of Supervisors.

4. Annual Valuation of Real Property. Applicant agrees to provide County and the County Assessor (“Assessor”) with current copies of any real property lease agreements for the Property associated with the Project. Applicant may identify any information deemed confidential tax information or proprietary/trade secrets and may request that it be maintained by the County in a confidential basis for that reason, and that the Appomattox County Commissioner of the Revenue (“Commissioner”) accord it protection in accordance with Virginia Code §58.1-3. However, for any such leases, Applicant shall at the minimum provide the annual lease payment amounts for each parcel being leased for the Project.

Thereafter, should the payment terms be amended in any such lease agreements, the Applicant shall forthwith provide such information to the County and the Assessor. Applicant further agrees to include as a condition in any agreements transferring ownership of the Project entered into by Applicant a requirement that any successor in interest shall provide such information to the County and the Assessor.

5. Annual Valuation of Taxable Equipment; Updates. “Commercial Operation” and “Commercial Operation Date” means “Commercial Operation” and “Commercial Operation Date” as defined under the ESSA. Prior to Commercial Operation Date, Applicant agrees to provide County and the Commissioner with a detailed list of capital equipment, including but not limited to (1) all equipment related to any proposed energy storage facilities, and (2) all other taxable tangible property. Thereafter, on an annual basis no later than January 1 or such other date as the County may prescribe, Applicant shall provide County and the Commissioner with any updates to this information, including but not limited to all new or replacement equipment. The Applicant agrees to provide the County and the Commissioner all information it may in the future provide to the Virginia State Corporation Commission for the Commission’s use in valuing such property for taxation purposes. In addition, prior to the Commercial Operation Date, the Applicant shall provide to the County and the Commissioner proof of payment for all components of the Project installed prior to the Commercial Operation Date. Applicant shall provide to the County and the Commissioner proof of payment for any additional or replacement component installed during the life of the Project, which proof shall be updated annually on or before the anniversary of the Commercial Operation Date. If no such component is installed in any given year, notice of such shall be provided to the County and the Commissioner on or before the anniversary of the Commercial Operation Date. Applicant shall fully cooperate with the Commissioner’s requests for inspection or other site visits to confirm or otherwise assess information the Applicant provides to the County and Commissioner.

6. Decommissioning. Unless the Applicant has elected to abandon the Project in place following a termination of the ESSA arising out of a default by the County as described in Section 11(B)(ii) of the ESSA, Applicant shall remove and decommission the Project in accordance with Section 3.4 of the Lease.

7. Right of Entry for Enforcement. Applicant and the County acknowledge and agree that the County, its personnel and duly authorized agents shall have the express right of entry upon the Project parcels for the purposes of inspecting energy storage facilities and all appurtenant facilities. For non-emergency access, which shall be limited to the hours of 8am to 5pm, Monday through Friday, the County shall provide the Applicant with reasonable advance written notice of no less than forty-eight (48) hours, in any event, prior to making such entry for any inspection or enforcement purposes. No prior notice shall be required to enter the Project in the event of an emergency that constitutes an immediate danger to life or property. Notwithstanding the foregoing, the County agrees to comply with Applicant’s site safety and health requirements when accessing the Project.

Article II

Capital Payment

1. Capital Payment. Upon site plan approval, the Applicant shall make a Capital Payment to the County as set forth in Exhibit B attached hereto in the amount stated therein. The Parties acknowledge that, except as otherwise provided herein, the Applicant's obligation to make the Capital Payment shall be conditioned upon the Project receiving final site plan approval.

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

3. Real Estate and Machinery and Tools Taxes. The Capital Payment is separate and distinct from any amounts that are or will be owed by the Applicant to the County for real estate tax, machinery and tools tax, or for any other tax or financial obligations. The Capital Payment shall be in addition to any other tax or financial obligations that may be applicable to the Project or the Applicant. Without limiting the foregoing, nothing in this Agreement shall limit the application of the Code to the Project.

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

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

Article III **Emergency Response Training**

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

Article IV **Compliance, Permits and Approvals**

1. Compliance. The Applicant will develop, install, build, operate, and decommission the Project in compliance with all applicable federal, state, and local laws, regulations, ordinances, licenses, approvals, and permits. In the event that the Applicant is notified of

any violation at the Project of any applicable federal, state or local laws, regulations, ordinances, licenses, approvals, and permits, the Applicant shall (a) notify the County of said violation within ten (10) business days, (b) diligently cooperate with the applicable regulatory agency, and (c) take all reasonable and necessary actions to attempt to cure the violation.

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

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

4. Construction. Site construction shall be in accordance with all licenses, approvals, and permits.

Article V

Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall expire upon the expiration of all of the ESSA, the Lease and the Interconnection Agreement. The occurrence of the Termination Date shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law.

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

Agreement during its term, the County covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement. If after twenty (20) years from the Commercial Operation Date a Termination Date has not occurred, then the Parties covenant to discuss in good faith any ongoing impacts of the Project that need additional mitigation and the acceptable forms of mitigation, including evaluation of additional compensation.

3. No Obligation to Develop. The Applicant has no obligation to develop the Project. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement. Any Capital Payment by the Applicant prior to a decision to suspend or abandon the Project is non-refundable.

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

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

6. Notices. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by (1) registered or certified mail, postage prepaid, (2) recognized commercial shipping company, or (3) commercial courier to:

COUNTY

Appomattox County Board of Supervisors c/o County Administrator
153A Morton Lane
P.O. Box 863
Appomattox, VA 24522

Copy to:

Guynn Waddell, P.C.
c/o Appomattox County Attorney 415 S. College Avenue
Salem, VA 24153

APPLICANT

Appomattox VA BESS 1 LLC c/o Lightshift Energy

1201 Wilson Blvd, 25th Floor
Arlington, VA 22209
Attn: Rory Jones and Michael Herbert

Copy to:

Delorean Power LLC dba Lightshift Energy
1201 Wilson Boulevard, 25th Floor
Arlington, Virginia 22209
Attn: General Counsel

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

7. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. The Parties (a) agree that any suit, action or other legal proceeding, as between the parties hereto, arising out of or relating to this agreement shall be brought and tried only in the Circuit Court or General District Court of Appomattox County, VA, as jurisdiction may lie, (b) consent to the jurisdiction of such court in any such suit, action or proceeding, and (c) waive (1) any objection which any of them may have to the laying of venue or any such suit, action, or proceeding in such court and (2) any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. Confidentiality. This Agreement is a public document, subject to production under the Virginia Freedom of Information Act ("FOIA"). The County understands and acknowledges the Applicant, and as applicable, their associates, contractors, partners and affiliates utilize confidential and proprietary "state-of-the-art" information and data in their operations ("Confidential Information"), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. The County acknowledges that during the development of this Agreement, certain Confidential

Information may be shared with the County by the Applicant. Applicant agrees to clearly identify any information it deems to be confidential and not subject to mandatory disclosure under the Virginia Freedom of Information Act or other applicable law as Confidential Information at the time it provides such information to the County. The County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County will knowingly or intentionally disclose or otherwise divulge any such Confidential Information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of local, state or federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the County will contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

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

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

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

12. Insurance. The Applicant will obtain and maintain all insurance coverage required by applicable law. Pursuant to Section 14.1 of the ESSA, Applicant shall obtain and maintain the insurance coverages attached hereto as Exhibit C.

13. Default.

a. In the event of a default under this Agreement, if a Party has not cured, as described by this Agreement, its default after thirty (30) days of receiving written notice of the default

from the non-defaulting Party, the non-defaulting Party shall have the right, but not the obligation, to cure such default and to charge the defaulting Party for the cost of curing such default, including the right to offset said costs of curing the default against any sums due or which become due to the defaulting Party under this Agreement. Such non-defaulting Party shall, in its reasonable judgment, attempt to use the most economically reasonable method of curing any such default.

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

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

d. If the County terminates this Agreement as provided herein, the Applicant shall cease operations at the Project and commence decommissioning the Project in accordance with Section 3.4 of the Lease.

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

14. Force Majeure.

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

(i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

(ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of energy storage facilities and which is not attributable to any unreasonable action or inaction on the part of Applicant or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(iii) specific incidents of typhoons, tornadoes, named storms, flood, drought, lightning, windstorm, unusually adverse weather conditions or other natural catastrophe;

(iv) tempest, earthquake, or any other natural disaster of overwhelming proportions; disruption of operations resulting from any plane crashing into the energy storage facilities to the extent that all or a substantial portion thereof is unable to operate sufficient to meet Applicant's payment obligations hereunder;

(v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;

(vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

B. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

C. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

D. Applicant will, and will ensure that its Subcontractors will, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

(i) prevent Force Majeure Events affecting the performance of Applicant's obligations under this Agreement;

(ii) mitigate the effect of any Force Majeure Event; and

(iii) comply with its obligations under this Agreement.

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

F. Should paragraph 14.A. apply as a result of a single Force Majeure Event for a continuous period of more than three hundred sixty-five (365) days then the parties must endeavor to agree to any modifications to this Agreement that are equitable having regard to the nature of the ability of Applicant to continue to meet its financial obligations to the County.

G. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

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

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

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

[signature page follows]

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

APPOMATTOX VA BESS 1 LLC

By:

Name:

Title: Authorized Signatory

APPOMATTOX COUNTY, VIRGINIA

By:

Name:

Title:

Approved as to form:
By: County Attorney or designee

Exhibit A Concept Plan



Exhibit B Capital Payment

Capital Payment to County: A one-time payment of ten thousand and 00/100 Dollars (\$10,000) to be paid to the County by Applicant within thirty (30) days of the Commercial Operations Date. Tenant shall make a Ten Thousand and 00/100 Dollar (\$10,000.00) payment to a community organization/agency of choice upon ribbon cutting of the Project.

Exhibit C Insurance Coverage

During the Term, Applicant shall (or shall require its contractors to) maintain the following coverages with limits not less than the following amounts with a company or companies licensed or qualified to do business in the State where the Project is located:

- 1) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, property damage (including loss of use thereof), and sudden and accidental pollution arising out of Applicant's operations of the Project with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each occurrence, and \$1,000,000 general aggregate;
- 2) Property Insurance covering loss or damage to the Project, which shall be written on an "all risks" of direct physical loss or damage basis for the full replacement cost value (except for coverages sub-limited under this policy). Coverage shall include fire and other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion;

3) To the extent Applicant has any employees, (a) Employer's Liability Insurance with limits of liability no less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease-policy limit, and (b) Worker's Compensation Insurance to the extent required by Applicable Law; and

4) Applicant shall provide the County with additional insured status on all policies required herein except Worker's Compensation/ Employer's Liability. Applicant hereby waives all rights and claims against the County for losses covered by any insurance policies required to be carried by Applicant under this Exhibit C, and waives all rights of subrogation of Applicant and its insurers, and include a waiver of subrogation in favor of the County on all policies shown above. The insurance required to be maintained by Applicant pursuant to this Exhibit C may be carried under master insurance policies so long as such policies comply with this Exhibit C. The Commercial General Liability Insurance policy shall be primary and non-contributory and include appropriate separation of insured language.

[FORM OF MEMORANDUM]

PREPARED BY AND RETURN TO:

GPIN: _____

EXEMPT FROM RECORDATION TAX PURSUANT TO VA. CODE SEC. 58.1-811.A.3.

**MEMORANDUM OF ENERGY STORAGE PROJECT
SITING AGREEMENT**

This Memorandum of Energy Storage Project Siting Agreement (this "Memorandum"), dated and effective as of , ____20____ , is made by and between the Appomattox County, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Appomattox VA BESS 1 LLC, a Delaware limited liability company ("Applicant"), with regard to the following:

Siting Agreement. The County and Applicant are parties to that Energy Storage Project Siting Agreement, dated _____ (the "Siting Agreement"), which describes the intent of Applicant to develop, install, build, and operate an energy storage project facility ("Project") on those certain parcels of land identified as GPIN(s) 63-A-80E (the "Property").

Authorization. The County's execution of the Siting Agreement was authorized during that certain regular meeting of the Appomattox County Board of Supervisors ("Board of Supervisors") on _____.

Substantially in Accord. The Siting Agreement states, inter alia, that, pursuant to Virginia Code Section 15.2-2316.9(C), by entering into the Siting Agreement, the Board of Supervisors acknowledged that the Project is deemed to be substantially in accord with the Appomattox County Comprehensive Plan under Virginia Code § 15.2-2232.

Obligations. The Siting Agreement sets forth, inter alia, certain obligations of the Applicant to comply with the Special Use Permit approved by the County for the Project, and to make certain payments to the County.

Siting Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Siting Agreement, and the County and Applicant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County's and Applicant's rights thereunder. The terms, conditions and covenants of the Siting Agreement are incorporated into this Memorandum by reference as though fully set forth herein.

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

WITNESS the following signatures and seals:

APPOMATTOX COUNTY, VIRGINIA

By:_____

Name:_____

Title:_____

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing Memorandum was acknowledged before me this _____ day of _____
, 20____, by _____, _____, of Appomattox County, Virginia.

Notary Public_____

My Commission expires:_____
Notary Registration Number:_____

APPOMATTOX VA BESS 1 LLC,
a Delaware limited liability company

By:_____

Name:_____

Title: Authorized Signatory

COMMONWEALTH OF VIRGINIA

COUNTY OF _____

The foregoing Memorandum was acknowledged before me this _____ day of

_____, 20____, by _____, _____ [title], on
behalf of APPOMATTOX VA BESS 1 LLC.

Notary Public _____

My Commission expires: _____

Notary Registration Number: _____

ACTION ITEMS

Board of Supervisors 2026 Meeting Schedule

Motion made by Mr. Wolfskill, seconded by Rev. Jones, with all Members present voting yes, to approve the Board of Supervisors 2026 Meeting Schedule as presented.

FY2027 Budget Work Session Calendar

Motion made by Mr. Wolfskill, seconded by Mr. Simpson, to approve the FY2027 Budget Work Session Calendar as presented. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Simpson-yes, Rev. Jones-yes, Mr. Hinkle-yes.

COMMITTEE APPOINTMENTS

Planning Commission

Motion made by Mr. Simpson, seconded by Mr. Wolfskill, with all Members present voting yes, to appoint Derek Lee to the Planning Commission with a term ending December 31, 2029.

CONSENT AGENDA

Invoices Submitted for Payment

Please review the attached invoices and approve for payment:

January 2, 2026	\$75,317.07
January 13, 2026 – VEC (EFT)	\$52.76
January 15, 2026 – Jurors	\$1,800.00
January 16, 2026 – CSA	\$292,604.19
January 20, 2026	\$762,066.12
TOTAL:	\$1,131,840.14

STAFF RECOMMENDATION: Please review and consider approval of the attached invoices for payment.

Minutes

Please review the following DRAFT minutes for approval:

Monday, December 15, 2025, Regular Scheduled Meeting

Monday, January 5, 2026, Organizational Meeting

Commissioner of the Revenue – Refund Requests

Mrs. Sara Henderson, Commissioner of the Revenue, is requesting the following to be paid from 1209-5803 Refunds:

- 1) Refund Richard Alan Schaad III \$124.30 for 2025 personal property taxes paid. He was erroneously assessed.
- 2) Refund Sean Kelly McCleese \$27.22 for 2025 personal property taxes paid. He was erroneously assessed.
- 3) Refund Annelise Danielle Underhill \$79.80 for 2025 personal property taxes paid. She was erroneously assessed.
- 4) Refund Tanya McCullough Dickerson and Brandon Wayne Sadler \$346.50 for 2025 personal property taxes paid. They reside in Prince Edward County and paid taxes there.
- 5) Refund T.W.O. Appomattox/McDonalds \$55,107.50 for 2023-2025 business personal property taxes. Reports submitted by the company for business equipment were inaccurate, resulting in a double assessment for some equipment.

STAFF RECOMMENDATION: Consider approval of the above refunds. Transfer by consent \$55,685.32 from the General Fund and appropriate to 1209-5803. No new local funds are required.

Sheriff's Department - VSTOP Grant (Domestic Violence Investigation Position)

Please supplement by consent **\$100,000.00** and appropriate to the following:

3102-1008 VSTOP Grant Position **\$100,000.00**

RE: DCJS grant award for Period 1/1/2026 through 12/31/2027. No new local funds are required.

Please transfer by consent **\$33,333.00** from the General Fund and appropriate to the following:

3102-1008 VSTOP Grant Position **\$33,333.00**

RE: Required local match for VSTOP (Domestic Violence Investigation Position) grant. The Board approved on 10-20-2025. New local funds are required.

Sheriff's Department

Please supplement by consent and appropriate the following:

3102-1002 Overtime \$7,751.54

3102-5401 Office Supplies \$103.67

3102-5812 Canine Supplies (Donations) \$200.00

TOTAL: \$8,055.11

RE: Reimbursement from the City of Lynchburg for CIT hours worked by deputies (\$4,305.60); Reimbursement from the Appomattox County School Board for security performed by deputies at AMS and ACHS sporting events (\$3,445.84); FOIA requests (\$103.67); Donation received from Michael Caler for canine fund (\$200.00).

STAFF RECOMMENDATION: No new local funds are required.

J. Robert Jamerson Memorial Library

Please supplement by consent and appropriate the following:

7301-5401 Office Supplies \$652.50

7301-5411 Books/Subscriptions \$2,564.42

73j01-5412 Education/Recreation Supplies \$10,000.00

TOTAL: \$13,216.92

RE: Reimbursements and donations collected by the Library (\$3,216.92); Infinite Sums Grant received by the Library (\$10,000.00).

STAFF RECOMMENDATION: No new local funds are required.

Commonwealth's Attorney

Please supplement by consent and appropriate to the following:

2201-5501 Travel (Mileage/Meals) \$418.00

2201-5504 Travel (Convention/Educ/Training) \$492.80

TOTAL: \$910.80

RE: Reimbursement from the Commonwealth's Attorney's Services Council for the 2025 Executive Program.

STAFF RECOMMENDATION: No new local funds are required.

Waterline Expenses

Please supplement by consent and appropriate to the following:

082-1800-5101 Electrical Services \$538.12

082-1800-5203 Telecommunications \$66.52

TOTAL: \$604.64

RE: Reimbursement from the Town of Appomattox for waterline expenses.

STAFF RECOMMENDATION: No new local funds are required.

Animal Shelter

Please supplement by consent and appropriate to the following:

3501-5413 Spay/Neuter Program \$1,315.00

3501-5804 Donations \$685.00

TOTAL: \$2,000.00

RE: Funds received through adoptions and spay/neuter services (\$1,315.00); Donations received for animal shelter (\$685.00).

STAFF RECOMMENDATION: No new local funds are required.

Landfill/Convenience Centers

Please supplement by consent and appropriate to the following:

4205-5101 Electrical Services \$63.13

RE: Capital credit refund from Southside Electric Cooperative.

STAFF RECOMMENDATION: No new local funds are required.

Office Building & Housing

Please transfer \$430.38 from the General Fund and appropriate to the following:

3401-6001 Levy Building Permit Fees \$669.70

RE: Levy fee collected on building permits.

STAFF RECOMMENDATION: No new local funds are required.

Motion made by Mr. Hinkle, seconded by Mr. Hipps, to approve the Consent Agenda with the exception of the January 5, 2026 Organizational Minutes. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Simpson-yes, Rev. Jones-yes, Mr. Hinkle-yes.

Motion made by Mr. Hinkle, seconded by Mr. Hipps, with all Members present voting yes, to approve the January 5, 2026, Organizational Minutes with the correction of removing the name of Mr. Carter and adding Mr. Simpson as a new Board of Supervisor attendee.

ATTORNEY'S REPORT

Mark Popovich, the County Attorney, commented on the proposed petition that was circulated in the community to have the Appomattox Economic Development Authority dissolved. Mr. Popovich stated that the Appomattox County Economic Development Authority was not originally established under the Code of Virginia Section stated in the petition. He further explained the Appomattox County Economic Development Authority was established under Chapter 49 (of the Code of Virginia) Industrial Development Revenue Bond Act, and the section that is applicable to dissolution is 15.2-4914. Under this section, the Economic Development Authority Board of Directors would have to adopt a resolution indicating that its purpose is no longer necessary, and all bonds issued and all obligations incurred have been fully satisfied before dissolution could occur. The Appomattox County Board of Supervisors are notified of a decision to dissolve, but they do not have authority to dissolve the Appomattox County Economic Development Authority. Mr. Popovich stated that the Economic Development Authority Board members can only be removed by some level of maleficence while in office, which has to be proven.

ADMINISTRATOR'S REPORT

Due to time constraints, Mrs. Adams requested that Board Members review the report that she provided to them, and to contact her with questions.

SUPERVISOR CONCERNS

Mr. Hinkle requested that necessary changes be made to the Board listing that was included in the packet.

Mr. Hinkle mentioned that there are approximately 68 residents that have used services from the Workforce Development Board.

Mr. Hinkle noted the School Board Meeting calendar is included in the packet.

Mr. Simpson requested that future land use projects contain data in a modernized form for review, and requested that staff research processes or systems to collect this data.

CLOSED SESSION

Mark Popovich, the County Attorney, read the following Resolution authorizing a Closed Session:

I move that the Board enter into closed session for the limited purpose of a discussion regarding information related to consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel related to newly adopted executive orders from Richmond, pursuant to Section 2.2-3711(A)(8) of the Code of Virginia (1950, as amended).

Motion made by Mr. Simpson, seconded by Mr. Hipps, with all Members present voting yes, to enter into closed session at 10:55 p.m.

Mrs. Wanda McCormick read the following closed session certification at 11:20 p.m. To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting. Mrs. McCormick called for a roll call vote: Mr. Hipps-yes; Mr. Simpson-yes; Mr. Hinkle-yes; Mr. Wolfskill-yes, Rev. Jones-yes.

UPCOMING MEETINGS

Tuesday, February 17, 2026 @ 6:00 p.m.

Regular Scheduled Meeting

Board of Supervisors Meeting Room

333 Court St.

Appomattox, VA 24522

ADJOURNMENT

Motion made by Mr. Hipps, seconded by Rev. Jones and carried with all other members present voting yes, to adjourn at 11:21 p.m.

John Hinkle, Chairman