

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District



CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

**AGENDA
NELSON COUNTY BOARD OF SUPERVISORS
AUGUST 13, 2024**

**THE REGULAR MEETING CONVENES AT 2:00 P.M. IN THE
GENERAL DISTRICT COURTROOM AT THE COURTHOUSE IN LOVINGSTON**

I. CALL TO ORDER

- A. Moment of Silence
- B. Pledge of Allegiance

II. PUBLIC COMMENTS

III. CONSENT AGENDA

- A. Resolution – **R2024-57** Minutes for Approval
- B. Resolution – **R2024-58** Budget Amendment

IV. PRESENTATIONS

- A. VDOT Report
- B. Departmental Report – Animal Control

V. NEW & UNFINISHED BUSINESS

- A. Lovington Sewer Project Support Agreement (**R2024-59**)
- B. Wild Rose Solar Waiver of 60-Day Hearing Requirement
- C. Forgiveness of \$50,000 Rockfish Valley Fire & Rescue Loan (**R2024-60**)
- D. Rescheduling of November 2024 Regular Meeting (**R2024-61**)
- E. Authorization for Acceptance of Conveyance of Callohill Property (**R2024-62**)

VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

- A. Reports
 - 1. County Administrator's Report
 - 2. Board Reports
- B. Appointments
- C. Correspondence
- D. Directives

VII. CLOSED SESSION PURSUANT TO §2.2-3711 (A)(7) &(A)(8) (AS NEEDED)

**VIII. ADJOURN AND CONTINUE TO AUGUST 28, 2024 AT 4 P.M. FOR A JOINT WORK
SESSION WITH THE PLANNING COMMISSION (AN EVENING SESSION WILL NOT BE
CONDUCTED)**

BOARD OF
SUPERVISORSTHOMAS D. HARVEY
North DistrictERNIE Q. REED
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County AdministratorAMANDA B. SPIVEY
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Deputy ClerkLINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2024-58
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET
August 13, 2024

I. Appropriation of Funds (General Fund)

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 12,830.00	3-100-002404-0003	4-100-013010-5413
\$ 4,718.00	3-100-002404-0017	4-100-021060-3160
\$ 10,310.00	3-100-002404-0017	4-100-021060-3160
\$ 1,833.00	3-100-002404-0034	4-100-031020-1014
\$ 364.00	3-100-002404-0034	4-100-031020-1014
\$ 30,720.00	3-100-003303-0025	4-100-031020-7045
\$ 93,000.00	3-100-001899-0030	4-100-081020-7056
\$ 7,257.00	3-100-009999-0001	4-100-081050-3010
\$ 3,983.34	3-100-001899-0008	4-100-091030-5202
\$ 1,250.00	3-100-009999-0001	4-100-091030-5656
\$ 18,000.00	3-100-002404-0061	4-100-999000-9905
\$ 379,582.00	3-100-009999-0001	4-100-093100-9203
\$ 563,847.34		

II. Reappropriation of Funds (School Fund)

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 379,582.00	3-205-004105-0001	4-205-061100-9301
\$ 379,582.00		

III. Transfer of Funds (General Fund Contingency)

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 25,000.00	4-100-999000-9901	4-100-022010-1003
\$ 10,240.00	4-100-999000-9905	4-100-031020-7045
\$ 1,000.00	4-100-999000-9905	4-100-091030-5604
\$ 36,240.00		

Adopted: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

EXPLANATION OF BUDGET AMENDMENT

- I. Appropriations are the addition of unbudgeted funds received or held by the County for use within the current fiscal year budget. These funds increase the budget bottom line. The General Fund Appropriations of \$563,847.34 include requests of (1) \$12,830.00 appropriation requested for Department of Elections FY25 Election Grant Equipment award for Ballot on Demand Printers; (2)(3) \$4,718.00 + \$10,310.00 appropriation requests for FY24 Circuit Court Records Preservation (CCRP) Grant funds to be received/expended in FY25; (4)(5) \$1,833.00 + \$364.00 appropriation request for Sheriff's Temporary Detention Order & Emergency Custody Order (TDO & ECO) transport funding for May/June, FY24; (6) \$30,720.00 appropriation request for Sheriff's Department FY25 DCJS Byrne/Justice Assistance Grant Program award of \$40,960.00 (75% federal award with 25% local match); (7) \$93,000.00 appropriation is requested for FY25 Department of Housing and Community Development (DHCD) funding for the GO Virginia Wine Industry Planning Grant; (8) \$7,257.00 requested reappropriation of unused FY24 Agriculture and Forestry Infrastructure Development (AFID) Grant funds for use in FY25; (9) \$3,983.34 to appropriate FY25 OPIOID Abatement Settlement funds received in FY25 above budgeted revenue for FY25; (10) \$1,250.00 request to reappropriate Piedmont Habitat for Humanity unused budgeted FY24 allocation for use in FY25; (11) \$18,000.00 request to appropriate Virginia Tourism Corporation (VTC) Stars & Spurs at Oak Ridge grant revenue received in FY25; spent in FY24, increases NR contingency; (12) \$379,582.00 request of FY24 School revenue from the All In Virginia Plan received in FY24 to be reappropriated (from County fund balance) for expenditure in FY25. *The total appropriation request for this period is below the 1% of expenditure budget limit of \$737,491.62 for August.***
- II. Reappropriated funds are approved, unexpended in a prior fiscal year, then appropriated for use in the current fiscal year budget.** A School Fund reappropriation request from the General Fund to the School Fund in the amount of \$379,582.00 is requested for FY24 All In Virginia Plan revenue received in FY24 to be expended in FY25-FY26. *Reappropriation amounts of prior year funds received are not duplicated and do not affect the monthly 1% allowance limit when included in total appropriations for the period.*
- III. Transfers represent funds that are already appropriated in the budget, but are moved from one line item to another. Transfers do not affect the bottom line of the budget. Transfers from General Fund Contingencies in the amount of \$36,240.00 are reflected in (1) \$25,000.00 transfer from **Recurring Contingency** for the Commonwealth's Attorney Body Worn Camera MOU additional part-time Assistant Commonwealth Attorney personnel expense as approved by the Board of Supervisors on July 9, 2024 by Resolution R2024-51; (2) \$10,240.00 transfer is requested from **Non-Recurring Contingency** to cover the 25% local match requirement of the FY25 Byrne/Justice Assistance Grant Program; (3) \$1,000.00 is requested from **Non-Recurring Contingency** in annual support of the Dolly Parton Imagination Library program approved by the Board of Supervisors in FY23. *Following approval of these expenditures, the balance of Recurring Contingency would be \$587,438.00. The balance of Non-Recurring Contingency would be \$669,754.00.***



2024 Election Grant Equipment Application for Localities

Locality Information			INTERNAL: Instructions to Review Grant Application	
Line 1	County or City Name: Nelson County		1. ELECT Fiscal Officer receives the application and saves the file (Excel).	
	Locality Code: 125	/ 51125	2. The application is reviewed and each line item is approved or denied.	
	ID (internal use only): 0000053203		3. Once the application is processed, it is emailed to the submitter. Email Locality	
2	Remittance Address		4. Fund are sent to the Locality.	
	Street 1: PO Box 336		INTERNAL: Instructions to Process Grant Reimbursements.	
	Street 2: 0		1. Request locality receipts for approved grant election equipment for reimbursement.	
	City: Lovingsston		2. Process Payment via the AP process.	
	Zip Code: 22949		INTERNAL: Instructions to Spot Check Grants	
	C/O:		1. Select localities to perform spot checks. Request receipts and logs from locality.	
3	Electronic Payment: Yes		2. Review documentation to ensure funds were used accordingly. Document results.	
4				

2024 Election Grant Equipment Application Options

5 Restricted to localities using 100% paper pollbooks or a combination of electronic & paper.			>Select an option from the dropdown					
SA	Nelson County currently uses:	>Select an option from the dropdown	Cost/Item	Count (#)	Subtotal	ELECT Approval	Requested Max Amount	Approved Adjusted Amount
5B	EPB All Inclusive Package/Bundle (Comprehensive Solution)		\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5C	Printer for Check-in Ballot Receipt	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
Itemized EPB Items								
5D	Poll Book/Check-in Device (Tablet, Laptop, iPad)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5E	Election Management Software (EMS)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5F	EMS License (e.g., Voter Info, Reporting) (Not included in 5E)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5G	Laptop for EMS for Management & Reporting Software	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5H	Scanner for Driver's License/Identification Card	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5I	Network Equipment (Router, Cables, Software)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5J	Maintenance/Support/Training (Not Included Above)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5K	Hardware Protective/Carrying Case (Not Included Above)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5L	Training (Not Included Above)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5M	On-site Assistance	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
5N	Additional Itemized Cost, if applicable	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
							EPB Subtotal Approved	\$ -

6 Restricted to localities that do not use Ballot on Demand at all or partial use of BOD.			Does NOT Use Ballot on Demand					
6A	Nelson County currently:	Does NOT Use Ballot on Demand	Cost/Item	Count (#)	Subtotal	ELECT Approval	Requested Max Amount	Approved Adjusted Amount
6B	Ballot on Demand Printing System (Comprehensive Solution)	KNOWINK	\$ 6,415	\$ 2	\$ 12,830	Approved	\$ 12,830	\$ 12,830
Itemized BOD Items								
6C	Print on Demand Printer	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6D	Print on Demand Laptop, Tablet or iPad	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6E	Print on Demand Laptop Software License	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6F	Maintenance/Support (Not Included Above)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6G	Hardware Protective/Carrying Case (Not Included Above)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6H	Training (Not Included Above)	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6I	On-site Assistance	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6J	Additional Itemized Cost, if applicable	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
6K	Additional Itemized Cost, if applicable	0	\$ -	\$ -	\$ -	Pending Review	Pending Review	Pending Review
							BOD Subtotal Approved	\$ 12,830

7	Total Requested Election Equipment Grant Amount	Requested	\$ 12,830
8		Denied	\$ -
9	Total Approved Election Equipment Grant Amount	Approved	\$ 12,830

☒ The locality can NOT pay for the purchase and then request reimbursement from ELECT for approved grant expenses related to election equipment.

General Register or Designee Certification

10	<input checked="" type="checkbox"/> I certify (for Nelson County) that we will promptly submit receipts and documentation for reimbursement. Furthermore, all records will be maintained for a period of five years from the date of this certification for audit purposes.		
	Name:	Email: jbritt@nelsoncounty.org	
	Work Title: Director of Elections	Phone: (434) 263-7190	

State Department of Elections Approval and Amount

11	Approved	I have examined the certified funding amount specified in this grant application for 2024 election equipment for Nelson County.	
	Name: Kevin A. Hill, ELECT Business Manager		Grant Amount Approved: \$ 12,830
	Approval Date: 7/26/2024		(Status and date must be displayed for an application to be valid.)



LIBRARY OF VIRGINIA

Sandra Gioia Treadway
Librarian of Virginia

Feb. 21, 2024

Grant Agreement Number: 2024FY-114

The Honorable Lisa Bryant
Clerk of the Circuit Court
Nelson County
P.O. Box 10
Lovingsston, VA 22949

Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 13th, 2024 to consider 124 applications submitted from 101 localities. It is our pleasure to inform you that your Item Conservation grant application to the Virginia Circuit Court Records Preservation Program has been **approved in the full amount of \$4,718.00**. The following item(s) have been approved by the Review Board: **Minute Book 1827-1830**. This grant is subject to the stated amount, availability of funds, and any provisos listed in this letter or on the enclosed CCRP Grants Program Application Certification form. Please review these provisos carefully to determine the scope and/or limitations of the project.

You will find the Award Certification form included with this letter. This agreement, along with the original grant application, details the term of your project, the portion of your project supported with grant funds, and the specific work that is to be accomplished. It will also indicate your fiscal and program reporting requirements. Please read the agreement carefully and return it electronically or by mail **within fifteen days of receipt** to Michelle Washington at the Library of Virginia (Michelle.Washington@lva.virginia.gov). Contact your item conservation vendor representative to make arrangements for them to collect the approved items. If you have any questions regarding this award or agreement, please contact Greg Crawford at (804) 692-3505.

We appreciate your interest in preserving Virginia's documentary heritage and extend our best wishes for a successful project. We will look forward to working with this year in preparation for the 2025FY grant cycle.

Sincerely,

Gregory E. Crawford
State Archivist

Teresa Hash Dobbins
President, Virginia Court Clerks' Association



LIBRARY OF VIRGINIA

Sandra Giola Treadway
Librarian of Virginia

Feb. 21, 2024

Grant Agreement Number: 2024FY-115

The Honorable Lisa Bryant
Clerk of the Circuit Court
Nelson County
P.O. Box 10
Lovingston, VA 22949

Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 13th, 2024 to consider 124 applications submitted from 101 localities. It is our pleasure to inform you that your Item Conservation grant application to the Virginia Circuit Court Records Preservation Program has been **approved in the full amount of \$10,310.00**. The following item(s) have been approved by the Review Board: **Land Books 1890-1892; Land Books 1893-1895; Land Books 1896-1898; Marriage Records 1847-1852; Voter Registrations: New Market Precinct List, Colored, 1897**. This grant is subject to the stated amount, availability of funds, and any provisos listed in this letter or on the enclosed CCRP Grants Program Application Certification form. Please review these provisos carefully to determine the scope and/or limitations of the project.

You will find the Award Certification form included with this letter. This agreement, along with the original grant application, details the term of your project, the portion of your project supported with grant funds, and the specific work that is to be accomplished. It will also indicate your fiscal and program reporting requirements. Please read the agreement carefully and return it electronically or by mail **within fifteen days of receipt** to Michelle Washington at the Library of Virginia (Michelle.Washington@lva.virginia.gov). Contact your item conservation vendor representative to make arrangements for them to collect the approved items. If you have any questions regarding this award or agreement, please contact Greg Crawford at (804) 692-3505.

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Sincerely,

Gregory E. Crawford
State Archivist

Teresa Hash Dobbins
President, Virginia Court Clerks' Association

Linda Staton

From: Neely Hull
Sent: Wednesday, July 10, 2024 9:14 AM
To: Linda Staton
Cc: Sandy Neblett
Subject: TDO/ECO funds received

Good Morning,

These funds were deposited and posted to "DCJSTD"
Total Amount: 1,833.00 Deposit Date: 07/10/2024 Trace Number: 00034162

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
140	1,833.00	0.00	0.00	TDO/ECO Reim	06/24/2024		00034162	Sheriff's Office: Temp

Tot 140: 1,833.00

DCJSTD
3-100-002404-0034
4-100-031020-1014

Neely Hull
Chief Deputy Treasurer
PO BOX 100 Livingston VA 22949
(P) 434 263 7060
(F) 434 263 7064

Linda Staton

From: Neely Hull
Sent: Thursday, August 1, 2024 9:27 AM
To: Linda Staton
Cc: Sandy Neblett
Subject: TDO ECO Funds received

Total Amount: 364.00 Deposit Date: 08/02/2024 Trace Number: 42201258

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
140	364.00	0.00	0.00	TDO/ECO REIM	07/23/2024		00034371	JUNE 2024 TDO/ECO REIM
	DCSTD							

Tot 140: 364.00

Neely Hull
Chief Deputy Treasurer
PO BOX 100 Lovington VA 22949
(P) 434 263 7060
(F) 434 263 7064

Confidential & Proprietary:
This e-mail may contain confidential and/or privileged material for the sole use of the intended recipient. Any view or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies. Thank You



COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

Washington Building
1100 Bank Street
Richmond, Virginia 23219
(804) 786-4000
www.dcjs.virginia.gov

July 12, 2024

Candy McGarry
County Administrator
84 Courthouse Square
Lovingston, Virginia 22949

RE: 525887 - Byrne/Justice Assistance Grant Program- Public Safety Based-Programs

Dear Candy McGarry:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **528496** and was approved for a total award of **\$40,960**, funded through Award Number(s) **2019-MU-BX-0026, 2020-MU-BX-0035, and/or 15PBJA-21-GG-00258-MUMU**. The project period is **7/1/2024** through **9/30/2025**.

Included with this letter is your Statement of Grant Award/Acceptance (SOGA), Special Conditions, Reporting Requirements, and Projected Due Dates. In addition, there may be "Action Item" Special Conditions related to your grant award called *Encumbrances* that require your immediate attention. If there are any, please submit those documents via the On-line Grants Management System (OGMS) at <https://ogms.dcjs.virginia.gov/>. Additionally, if you cannot access your grant in OGMS, your application may be under negotiation. Please check your email and/or spam for OGMS correspondence and follow up with your DCJS Grant Monitor.

If you have not previously done so, you must register to use this web-based system. The instructions on *Registering for a New Account* and *Submitting Action Item Encumbrances* are posted here <https://www.dcjs.virginia.gov/grants/ogms-training-resources> along with other resources and training videos. All registrants will be approved within 3 – 5 business days.

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Nicole Phelps** at **804-786-1577** or via email at Nicole.Phelps@dcjs.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jackson H. Miller".

Jackson Miller

STATEMENT OF GRANT AWARD (SOGA)

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

525887 - Byrne/Justice Assistance Grant Program- Public Safety Based-Programs

Subgrantee: Nelson
DCJS Grant Number: 528496
UEI Number: XSCRKWJHKVQ5
Grant Start Date: 7/1/2024 Grant End Date: 9/30/2025
Federal Grant Number: 2019-MU-BX-0026, 2020-MU-BX-0035, and/or 15PBJA-21-GG-00258-MUMU
Federal Awardee: BJA
Federal Catalog Num.: 16.738
Project Description: To strengthen Crime Control
Federal Start Date: 10/01/2018, 10/01/2019, and/or 10/01/2020
ICR:

Federal Funds: \$30,720
State Funds:
Local Match: \$10,240
Total Budget: \$40,960

Project Director	Project Administrator	Finance Officer
Jeremiah Templeton Lieutenant 94 Courthouse Square Lovingston, Virginia 22949 434-320-9543 jtempleton@nelsoncounty.org	Candy McGarry County Administrator 84 Courthouse Square Lovingston, Virginia 22949 434-263-7001 cmcgarry@nelsoncounty.org	Linda Staton Finance Director 84 Courthouse Square Lovingston, Virginia 22949 434-263-7136 lstaton@nelsoncounty.org

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature:


Authorized Official (Project Administrator)

Title:

County Administrator

Date:

July 15, 2024

Nelson County, VA
GO Virginia Wine Industry Planning Grant
(Number 23-GOVA-09D)

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered this ____ day of February, 2024, by and between the County of Nelson, Virginia (the "County") and M W J Brown Consulting (the "Contractor") provides:

A. Undertaking. County and Contractor in consideration of their mutual covenants herein agree in respect of the performance of services by Contractor and the payment for those services by County as set forth below. The scope of work (the "Work") for the Contractor will include those items listed in the following exhibits which are attached hereto and incorporated by reference:

Exhibit 1. RFP24#ECONDEV06 and Response

Exhibit 2 _____

County and Contractor also agree that additional services can be provided by the Contractor to the County for the project as mutually agreed upon by addendum to this Agreement.

B. Contract Price. The County will pay in consideration of the Work as follows:

One Hundred Twenty-Three Thousand Dollars (\$123,000) in PARTIAL PAYMENTS IN THE AMOUNT OF 95 PERCENT of the value of the work in place and will be made at least monthly, according to GO Virginia accounting guidelines. The value of the work shall be estimated by the Contractor and approved by the County. Upon acceptance by the County of all Work hereunder, and compliance by the Contractor with all terms and conditions of this Agreement, the amount due to the Contractor will be paid.

C. Term. The Contractor will begin the Work by February 20, 2024 and complete (if applicable) the Work by December 31, 2024.

D. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

If to the County:

Candice W. McGarry
County Administrator
Post Office Box 336
Lovington, Virginia 22949

If to the Contractor:

E. Special Provisions. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

COUNTY OF NELSON

By: Candice W. McGarry

Its County Administrator

Contractor

By: Matthew WJ Brown

Its MWJ Brown Consulting, owner

Approved as to form:

Theresa Ryzman
County Attorney

FUND #-100 GENERAL FUND REVENUES

	FY/2021 REVENUE	FY/2022 REVENUE	FY/2023 REVENUE	ADOPTED FY/2024 BUDGET	AMENDED FY/2024 BUDGET	2024/06 ACTUAL	DEPT FY/2025 REQUEST	ADMIN FY/2025 RECOMMENDS	ADOPTED FY/2025 BUDGET
002404-0055	***OTHER CATEGORICAL AID*** Spray & Neuter Fund	67-	33-	50-	100-	475-	48-	100-	100-
002404-0060	Virginia Tourism Corp Grant	10,000-	19,381-	40,000-	40,000-	18,000-			
002404-0061	VTC DMO Stears & Spurs #0324-				47,500-	27,743-	19,757-	19,757-	19,757-
002404-0065	Governor's AID Grant								
002404-0066	DHR Funding - Vietnam War Mu			250,000-	200,000-	200,000-			
002404-0067	DHR Funding - Nelson Heritage								
002404-0070	Extradition Reimbursement-Sh	854-							
	--TOTAL DEPARTMENT--	1,212,322-	385,699-	688,505-	328,543-	910,052-	793,513-	197,354-	197,354-
002999	SUBTOTAL								
	REVENUE FROM THE COMMONWEAL	5,120,108-	4,393,981-	5,455,234-	4,825,214-	5,589,781-	5,241,776-	4,937,774-	4,937,774-
003000	REVENUE FROM FEDERAL GOV'T								
003100	PAYMENTS IN LIEU OF TAXES								
003101	***PAYMENT IN LIEU OF TAXES*								
003101-0001	Payment in Lieu of Taxes	72,000-	73,759-	79,364-	62,150-	62,150-	84,407-	62,150-	62,150-
003101-0002	US Forestry Rents & Royalties								
	--TOTAL DEPARTMENT--	72,000-	73,759-	79,364-	62,150-	62,150-	84,407-	62,150-	62,150-
003303	***CATEGORICAL AID - FEDERAL								
003303-0008	Other Sheriff's Grants (Fed-	10,920-	13,050-	6,976-	1,008,310-	20,560-	19,553-	1,068,209-	1,068,209-
003303-0009	Welfare Admin. & Assistance	918,846-	898,383-	838,198-	172,000-	172,000-	79,525-	172,000-	172,000-
003303-0024	DOJ Drug Court Implementatio								
003303-0025	Sheriff's Byrne Grant (16.73					176-	176-		
003303-0026	SCAAP (Federal Prisoners)								
003303-0030	TEA-21 (Trail)								
003303-0031	SAFEREA-LU High Priority (Tr								
003303-0035	Public Safety Interoperabili								
003303-0036	Victim Witness Program	53,225-	35,333-	59,165-	44,100-	54,865-	45,840-	44,100-	44,100-
003303-0037	Miscellaneous Federal Revenue						2,122-		
003303-0040	Federal CARES Act Funding-CO	1,637,898-	32,387-						
003303-0041	Federal COVID Utility Assista	77,950-	1,449,989-						
003303-0042	Fed American Rescue Plan Act	1,449,989-	120,000-			82,000-	82,000-		
003303-0043	ARPA Tourism Recovery Funds					50,000-	50,000-		
003303-0044	Local Asset Tribal Consis Fnd								
003303-0045	DSS - COVID19 Federal Fundin		8,219-	9,146-		292,000-	248,806-		
003303-0046	Sheriff's Dept ARPA Federal								
003303-0050	2010 Homeland Security CPDA								
003303-0055	Homeland Security-EMRG-CPDA		5,265-	7,500-		15,000-	7,500-		
003303-0056	ARPA - Law Enforcement								
003303-0200	FEMA-Disaster Relief								
003303-0250	Rural Dev. Community Facilit								
	--TOTAL DEPARTMENT--	4,148,828-	2,562,626-	978,662-	1,224,410-	1,694,911-	1,415,612-	1,284,309-	1,284,309-
	REVENUE FROM FEDERAL GOV'T	4,220,828-	2,636,385-	1,058,026-	1,286,560-	1,757,061-	1,500,019-	1,346,459-	1,346,459-

FUND #-100 GENERAL FUND EXPENDITURES

	FY/2021 EXPENSE	FY/2022 EXPENSE	FY/2023 EXPENSE	ADOPTED FY/2024 BUDGET	AMENDED FY/2024 BUDGET	2024/06 ACTUAL	DEPT FY/2025 REQUEST	ADMIN FY/2025 RECOMMENDS	ADOPTED FY/2025 BUDGET
081020-7002 ***TOURISM/ECONOMIC DEVELOPM									
Furniture & Fixtures	380			400	400		400	400	400
081020-7007 Computer Equipment	168		233	300	300		500	500	500
081020-7050 USDA Cider Apple Grant									
081020-7051 USDA Cider Apple Cost Share									
081020-7055 USDA Hope Yard Cost Share Pr									
081020-7056 GO VA Wine Industry Grnt 23-									93,000 (8/13/24)
081020-7057 VTC Mkt Lev#0323-0110 Eat.Dr					30,000	30,000			
081020-7058 VTC DMO Drive Outdoor #23-10			19,996		20,000	20,000			
081020-7059 VTC DMO Marketing #0323-0013					20,000	20,000			
081020-7060 Virginia Tourism Marketing G	11,465				20,000	20,000			
081020-7061 VTC Recovery Marketing Grant	9,310								
081020-7062 VTC Drive Tourism 2.0 Grant			10,000						
081020-7063 VTC ARPA Tourism Recovery Gr		60,500	141,500	120,000	120,000	42,650			
081020-7064 VTC DMO Marketing Grant -#03		2,857	20,142						
081020-7065 DHCD VA Main Street Grant (C		10,500							
081020-7066 DHCD Community Business Laun			56,250						
081020-7067 VTC DMO Stars & Spurs #0324-					18,000	18,000			
--TOTAL DEPARTMENT--	308,873	420,978	626,773	488,670	598,429	518,101	513,506	513,506	513,506
081050 *** ECONOMIC DEVELOPMENT ***									
081050-3010 AFID Infrastructure Grant (E			12,500		22,500	2,743	12,500	12,500	12,500 + 7,257 (8/13/24)
081050-3011 AFID Infrastructure Grant - O			25,000		50,000	25,000			= 19,757
081050-3160 Nellysford Master Plan					15,000	7,500	7,500	7,500	7,500
081050-5895 Shipman Historic District DH			37,500		87,500	35,243	20,000	20,000	20,000
--TOTAL DEPARTMENT--									
082000 PLANNING & COMMUNITY DEVELO	474,637	611,277	859,965	656,103	922,548	770,982	769,500	769,500	769,500
082000 ENVIRONMENTAL MANAGEMENT									
082030 ***SOIL & WATER CONSERV. BOA									
082030-5604 T. Jefferson Soil & Water	33,075	33,075	34,067	34,067	34,067	34,067	35,089	35,089	35,089
--TOTAL DEPARTMENT--	33,075	33,075	34,067	34,067	34,067	34,067	35,089	35,089	35,089
082050 ***LITTER CONTROL***									
082050-6008 Anti-Litterer Activities					13,032				
--TOTAL DEPARTMENT--					13,032				
083000 ENVIRONMENTAL MANAGEMENT	33,075	33,075	34,067	34,067	47,099	34,067	35,089	35,089	35,089
083010 VA COOPERATIVE EXTENSION									
083010-1001 ***VA COOPERATIVE EXTENSION									
083010-2002 Salaries & Wages	7,801	15,329	38,015	40,377	40,377	41,125	40,377	40,377	40,377
083010-5203 Retirement-VRS	2,740	5,411	12,332	14,939	14,939	13,451	14,939	14,939	14,939
083010-5203 Telecommunications	1,032	1,062	1,059	1,100	1,100	1,218	1,100	1,100	1,100

National Opioid Settlements



DISTRIBUTOR YEAR 4 PAYMENT ALLOCATION TO VIRGINIA (As of 5/24/24)

56.	Hampton City	1.5380153802%	\$82,266.62
57.	Hanover County	1.0790107901%	\$57,715.01
58.	Harrisonburg City	0.5230052301%	\$27,974.93
59.	Henrico County	4.4730447304%	\$239,257.86
60.	Henry County	1.2200122001%	\$65,257.01
61.	Highland County	0.0230002300%	\$1,230.26
62.	Hopewell City	0.3440034400%	\$18,400.34
63.	Isle Of Wight County	0.3560035600%	\$19,042.21
64.	James City County	0.6120061201%	\$32,735.48
65.	King And Queen County	0.0720007200%	\$3,851.23
66.	King George County	0.3060030600%	\$16,367.74
67.	King William County	0.1780017800%	\$9,521.10
68.	Lancaster County	0.1350013500%	\$7,221.06
69.	Lee County	0.5560055601%	\$29,740.08
70.	Lexington City	0.0930009300%	\$4,974.51
71.	Loudoun County	2.5670256703%	\$137,307.16
72.	Louisa County	0.4490044900%	\$24,016.72
73.	Lunenburg County	0.0880008800%	\$4,707.06
74.	Lynchburg City	0.8160081601%	\$43,647.31
75.	Madison County	0.1630016300%	\$8,718.76
76.	Manassas City	0.4520045200%	\$24,177.19
77.	Manassas Park City	0.0950009500%	\$5,081.49
78.	Martinsville City	0.4940049400%	\$26,423.74
79.	Mathews County	0.0880008800%	\$4,707.06
80.	Mecklenburg County	0.3440034400%	\$18,400.34
81.	Middlesex County	0.1080010800%	\$5,776.85
82.	Montgomery County	1.2050120501%	\$64,454.67
83.	Nelson County	0.1470014700%	\$7,862.93
84.	New Kent County	0.1560015600%	\$8,344.34
85.	Newport News City	2.0470204702%	\$109,492.70
86.	Norfolk City	3.3880338803%	\$181,221.92
87.	Northampton County	0.1220012200%	\$6,525.70
88.	Northumberland County	0.1290012900%	\$6,900.13
89.	Norton City	0.1100011000%	\$5,883.83
90.	Nottoway County	0.1330013300%	\$7,114.08
91.	Orange County	0.6380063801%	\$34,126.21
92.	Page County	0.4100041000%	\$21,930.63
93.	Patrick County	0.3290032900%	\$17,598.00
94.	Petersburg City	0.3950039500%	\$21,128.29
95.	Pittsylvania County	0.7500075001%	\$40,117.01
96.	Poquoson City	0.1860018600%	\$9,949.02
97.	Portsmouth City	1.9370193702%	\$103,608.87
98.	Powhatan County	0.2620026200%	\$14,014.21
99.	Prince Edward County	0.1900019000%	\$10,162.98
100.	Prince George County	0.3510035100%	\$18,774.76
101.	Prince William County	3.5560355604%	\$190,208.13
102.	Pulaski County	1.0610106101%	\$56,752.20
103.	Radford City	0.2470024700%	\$13,211.87
104.	Rappahannock County	0.0910009100%	\$4,867.53
105.	Richmond City	4.2250422504%	\$225,992.50
106.	Richmond County	0.0840008400%	\$4,493.11
107.	Roanoke City	1.8590185902%	\$99,436.70
108.	Roanoke County	1.4980149801%	\$80,127.05
109.	Rockbridge County	0.2350023500%	\$12,570.00
110.	Rockingham County	0.6140061401%	\$32,842.46
111.	Russell County	1.0640106401%	\$56,912.67
112.	Salem City	0.7860078601%	\$42,042.63
113.	Scott County	0.4210042100%	\$22,519.02
114.	Shenandoah County	0.6600066001%	\$35,302.97
115.	Smyth County	0.5920059201%	\$31,665.70
116.	Southampton County	0.1370013700%	\$7,328.04
117.	Spotsylvania County	1.4170141701%	\$75,794.41
118.	Stafford County	1.4430144301%	\$77,185.13
119.	Staunton City	0.4400044000%	\$23,535.31
120.	Suffolk City	0.7100071001%	\$37,977.44
121.	Surry County	0.0580005800%	\$3,102.38
122.	Sussex County	0.0810008100%	\$4,332.64
123.	Tazewell County	1.6060160602%	\$85,903.90
124.	Virginia Beach City	4.8590485905%	\$259,904.75
125.	Warren County	0.7660076601%	\$40,972.84
126.	Washington County	0.9960099601%	\$53,275.39
127.	Waynesboro City	0.3630036300%	\$19,416.63
128.	Westmoreland County	0.2230022300%	\$11,928.13
129.	Williamsburg City	0.0860008600%	\$4,600.08
130.	Winchester City	0.6490064901%	\$34,714.59
131.	Wise County	1.7560175602%	\$93,927.30
132.	Wythe County	0.6420064201%	\$34,340.16
133.	York County	0.5610056101%	\$30,007.53
134.	TOTALS	100.0000000000%	\$5,348,881.46

		CVS Pmt 2	Allergan Pmt 2	Teva Pmt 2	Total
63.	Highland County	\$361.10	\$359.56	\$353.67	\$1,074.33
64.	Hopewell City	\$5,400.83	\$5,377.81	\$5,289.70	\$16,068.34
65.	Isle Of Wight County	\$5,589.23	\$5,565.41	\$5,474.22	\$16,628.86
66.	James City County	\$9,608.45	\$9,567.50	\$9,410.74	\$28,586.69
67.	King And Queen County	\$1,130.41	\$1,125.59	\$1,107.15	\$3,363.15
68.	King George County	\$4,804.23	\$4,783.75	\$4,705.37	\$14,293.35
69.	King William County	\$2,794.62	\$2,782.71	\$2,737.11	\$8,314.44
70.	Lancaster County	\$2,119.51	\$2,110.48	\$2,075.90	\$6,305.89
71.	Lee County	\$8,729.25	\$8,692.05	\$8,549.63	\$25,970.93
72.	Lexington City	\$1,460.11	\$1,453.89	\$1,430.06	\$4,344.06
73.	Loudoun County	\$40,302.12	\$40,130.37	\$39,472.85	\$119,905.34
74.	Louisa County	\$7,049.34	\$7,019.30	\$6,904.29	\$20,972.93
75.	Lunenburg County	\$1,381.61	\$1,375.72	\$1,353.18	\$4,110.51
76.	Lynchburg City	\$12,811.27	\$12,756.67	\$12,547.66	\$38,115.60
77.	Madison County	\$2,559.11	\$2,548.21	\$2,506.46	\$7,613.78
78.	Manassas City	\$7,096.44	\$7,066.20	\$6,950.42	\$21,113.06
79.	Manassas Park City	\$1,491.51	\$1,485.15	\$1,460.82	\$4,437.48
80.	Martinsville City	\$7,755.84	\$7,722.79	\$7,596.25	\$23,074.88
81.	Mathews County	\$1,381.61	\$1,375.72	\$1,353.18	\$4,110.51
82.	Mecklenburg County	\$5,400.83	\$5,377.81	\$5,289.70	\$16,068.34
83.	Middlesex County	\$1,695.61	\$1,688.38	\$1,660.72	\$5,044.71
84.	Montgomery County	\$18,918.60	\$18,837.98	\$18,529.33	\$56,285.91
85.	Nelson County	\$2,307.91 ✓	\$2,298.08 ✓	\$2,260.42 ✓	\$6,866.41
86.	New Kent County	\$2,449.21	\$2,438.78	\$2,398.82	\$7,286.81
87.	Newport News City	\$32,138.08	\$32,001.12	\$31,476.79	\$95,615.99
88.	Norfolk City	\$53,191.89	\$52,965.21	\$52,097.39	\$158,254.49
89.	Northampton County	\$1,915.41	\$1,907.25	\$1,876.00	\$5,698.66
90.	Northumberland County	\$2,025.31	\$2,016.68	\$1,983.64	\$6,025.63
91.	Norton City	\$1,727.01	\$1,719.65	\$1,691.47	\$5,138.13
92.	Nottoway County	\$2,088.11	\$2,079.21	\$2,045.15	\$6,212.47
93.	Orange County	\$10,016.65	\$9,973.97	\$9,810.55	\$29,801.17
94.	Page County	\$6,437.04	\$6,409.60	\$6,304.58	\$19,151.22
95.	Patrick County	\$5,165.33	\$5,143.32	\$5,059.04	\$15,367.69
96.	Petersburg City	\$6,201.53	\$6,175.11	\$6,073.93	\$18,450.57
97.	Pittsylvania County	\$11,775.06	\$11,724.88	\$11,532.78	\$35,032.72
98.	Poquoson City	\$2,920.22	\$2,907.77	\$2,860.13	\$8,688.12
99.	Portsmouth City	\$30,411.07	\$30,281.47	\$29,785.31	\$90,477.85
100.	Powhatan County	\$4,113.42	\$4,095.89	\$4,028.78	\$12,238.09
101.	Prince Edward County	\$2,983.02	\$2,970.30	\$2,921.64	\$8,874.96
102.	Prince George County	\$5,510.73	\$5,487.25	\$5,397.34	\$16,395.32
103.	Prince William County	\$55,829.50	\$55,591.58	\$54,680.73	\$166,101.81
104.	Pulaski County	\$16,657.79	\$16,586.80	\$16,315.03	\$49,559.62
105.	Radford City	\$3,877.92	\$3,861.39	\$3,798.13	\$11,537.44
106.	Rappahannock County	\$1,428.71	\$1,422.62	\$1,399.31	\$4,250.64
107.	Richmond City	\$66,332.86	\$66,050.18	\$64,967.97	\$197,351.01
108.	Richmond County	\$1,318.81	\$1,313.19	\$1,291.67	\$3,923.67
109.	Roanoke City	\$29,186.46	\$29,062.08	\$28,585.91	\$86,834.45
110.	Roanoke County	\$23,518.73	\$23,418.50	\$23,034.80	\$69,972.03
111.	Rockbridge County	\$3,689.52	\$3,673.80	\$3,613.60	\$10,976.92
112.	Rockingham County	\$9,639.85	\$9,598.77	\$9,441.50	\$28,680.12
113.	Russell County	\$16,704.89	\$16,633.70	\$16,361.16	\$49,699.75
114.	Salem City	\$12,340.27	\$12,287.68	\$12,086.35	\$36,714.30
115.	Scott County	\$6,609.74	\$6,581.57	\$6,473.73	\$19,665.04
116.	Shenandoah County	\$10,362.06	\$10,317.90	\$10,148.84	\$30,828.80
117.	Smyth County	\$9,294.45	\$9,254.84	\$9,103.20	\$27,652.49
118.	Southampton County	\$2,150.91	\$2,141.75	\$2,106.65	\$6,399.31
119.	Spotsylvania County	\$22,247.02	\$22,152.21	\$21,789.26	\$66,188.49
120.	Stafford County	\$22,655.22	\$22,558.68	\$22,189.06	\$67,402.96
121.	Staunton City	\$6,908.04	\$6,878.60	\$6,765.89	\$20,552.53
122.	Suffolk City	\$11,147.06	\$11,099.56	\$10,917.69	\$33,164.31
123.	Surry County	\$910.60	\$906.72	\$891.87	\$2,709.19
124.	Sussex County	\$1,271.71	\$1,266.29	\$1,245.54	\$3,783.54
125.	Tazewell County	\$25,214.34	\$25,106.88	\$24,695.52	\$75,016.74
126.	Virginia Beach City	\$76,286.72	\$75,961.61	\$74,717.01	\$226,965.34
127.	Warren County	\$12,026.27	\$11,975.01	\$11,778.81	\$35,780.09
128.	Washington County	\$15,637.29	\$15,570.65	\$15,315.53	\$46,523.47
129.	Waynesboro City	\$5,699.13	\$5,674.84	\$5,581.86	\$16,955.83
130.	Westmoreland County	\$3,501.12	\$3,486.20	\$3,429.08	\$10,416.40
131.	Williamsburg City	\$1,350.21	\$1,344.45	\$1,322.42	\$4,017.08

Linda Staton

From: Sam Rabon <sam@piedmonthabitat.org>
Sent: Tuesday, July 9, 2024 12:20 PM
To: Juliana Piedra; Linda Staton
Subject: funding report and request
Attachments: Piedmont Habitat for Humanity 2024 Budget Allocation report- second, third, and fourth quarters.docx

Good afternoon Ms. Staton and Ms. Piedra,
I hope this email finds you both doing well!

Please find attached our activity report that covers the remainder of the FY 23-24 fiscal year budget allotment.

With that, I am requesting the remaining \$1,250 for that budget year. I apologize for my delay in this and for letting it drift into the new fiscal year. I hope that will not be a problem.

In addition, I am requesting the first draw of our \$2,500 approval for this new fiscal year, \$625.

We continue to be so thankful for the generous support of Nelson County in helping these new homes happen!

Take care,
Sam

Sam Rabon
Interim Executive Director
Director of Resource Development and Marketing
Piedmont Habitat for Humanity
434-394-3001 ext. 200
www.piedmonthabitat.org
My Linktree- <https://linktr.ee/piedmonthabitatforhumanity>

Piedmont Habitat for Humanity 2024 Budget Allocation- \$2,500

First and second quarter draws made- \$1250.00

The funding request was to help fund our Director of Family Services, who oversees and manages all aspects of the repair program and is critical to our affordable homeownership program as well.

The entire amount for the second, third, and fourth quarters of FY 23-24 was used to that end.

Our repair program is temporarily on hold, as we do not currently have a staff person filling that construction position. The hope is to hire local people or find lead volunteers to restart.

We were also active in our affordable homeownership program, with two homes planned for Arrington.

The first home has been done in partnership with the building trades classes at Nelson County High School. They constructed the exterior of the home. The partner family for this home is a blind amputee, single mother of one adult child, who serves as her caregiver. The home is being built with her accessibility needs in mind.

Currently we are working with Building Goodness Foundation out of Charlottesville to act as the volunteer Project Manager to complete this home. Exterior work on the home has been completed. Work is underway on driveway, parking pad, and carport (provided for accessibility needs). Painting has been completed. Next up is cabinet and flooring installation.

For the second home, we were unable to find a qualified applicant in an earlier application period. The exterior of this home has been built and donated to us as part of the Innovative Housing Solutions showcase in Washington, D.C. The panelized system has been delivered and is currently being stored. The foundation has been completed on the build site.

An open application period to identify a qualified family for this second home will occur in August and September. Construction of the home will begin in the fall.

Respectfully submitted July 9, 2024 by Sam Rabon, sam@piedmonthabitat.org

FUND #-100 GENERAL FUND REVENUES

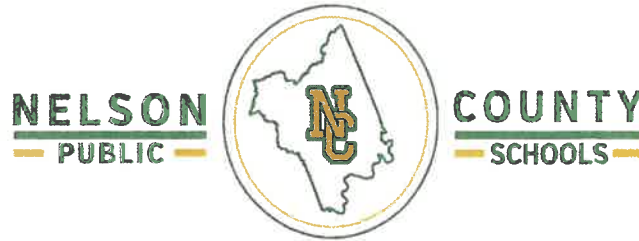
	FY/2021 REVENUE	FY/2022 REVENUE	FY/2023 REVENUE	ADOPTED FY/2024 BUDGET	AMENDED FY/2024 BUDGET	2024/06 ACTUAL	DEPT FY/2025 REQUEST	ADMIN FY/2025 RECOMMENDS	ADOPTED FY/2025 BUDGET
002404-0055 Spay & Neuter Fund	67-	33-	50-	100-	475-	48-	100-	100-	100-
002404-0060 Virginia Tourism Corp Grant	10,000-	19,381-	40,000-		40,000-				
002404-0061 VTC DMG State & Spurs #0324-					18,000-				
002404-0065 Governor's AFID Grant			250,000-		47,500-	27,743-	19,757-	19,757-	19,757-
002404-0066 DHR Funding - Vietnam War Mu					200,000-	200,000-			
002404-0067 DHR Funding - Nelson Heritage									
002404-0070 Extradition Reimbursement-Sh	854-								
--TOTAL DEPARTMENT--	1,212,322-	385,699-	688,505-	328,543-	910,052-	793,513-	197,354-	197,354-	197,354-
SUBTOTAL									
REVENUE FROM THE COMMONWEAL	5,120,108-	4,393,981-	5,455,234-	4,825,214-	5,589,781-	5,241,776-	4,937,774-	4,937,774-	4,937,774-
REVENUE FROM FEDERAL GOV'T									
PAYMENTS IN LIEU OF TAXES									
***PAYMENT IN LIEU OF TAXES*									
003100 Payment in lieu of Taxes	72,000-	73,759-	79,364-	62,150-	62,150-	84,407-	62,150-	62,150-	62,150-
003101 US Forestry Rents & Royalties									
003101-0001									
003101-0002									
--TOTAL DEPARTMENT--	72,000-	73,759-	79,364-	62,150-	62,150-	84,407-	62,150-	62,150-	62,150-
003303 ***CATEGORICAL AID - FEDERAL									
003303-0008 Other Sheriff's Grants (Fed-)	10,920-	13,050-	6,976-		20,560-	19,553-			
003303-0009 Welfare Admin. & Assistance	918,846-	898,383-	838,198-	1,008,310-	1,008,310-	869,204-	1,068,209-	1,068,209-	1,068,209-
003303-0024 DOJ Drug Court Implementation				172,000-	172,000-	79,525-	172,000-	172,000-	172,000-
003303-0025 Sheriff's Byrne Grant (16.73									
003303-0026 SCMAP (Federal Prisoners)			7,677-		176-	176-			
003303-0030 TEA-21 (Trail)									
003303-0031 SAFETEA-LU High Priority (Tr									
003303-0035 Public Safety Interoperabili									
003303-0036 Victim Witness Program	53,225-	35,333-	59,165-	44,100-	54,865-	45,840-	44,100-	44,100-	44,100-
003303-0037 Miscellaneous Federal Revenu						2,122-			
003303-0040 Federal CARES Act Funding-CO	1,637,898-								
003303-0041 Federal COVID Utility Assista	77,950-	32,387-							
003303-0042 Fed American Rescue Plan Act	1,449,989-	1,449,989-							
003303-0043 ARPA Tourism Recovery Funds		120,000-			82,000-	82,000-			
003303-0044 Local Asst Trial Consis Fnd			50,000-		50,000-	50,000-			
003303-0045 DSS - COVID19 Federal Fundin		8,219-	9,146-		292,000-	248,806-			
003303-0046 Sheriff's Dept ARPA Federal									
003303-0050 2010 Homeland Security CFDA									
003303-0055 Homeland Security-EMPG-CFDA		5,265-	7,500-		15,000-	7,500-			
003303-0056 ARPA - Law Enforcement									
003303-0200 FEMA-Disaster Relief									
003303-0200 Rural Dev. Community Facilit									
003303-0250 --TOTAL DEPARTMENT--	4,148,828-	2,562,628-	978,662-	1,224,410-	1,694,911-	1,415,612-	1,284,309-	1,284,309-	1,284,309-
REVENUE FROM FEDERAL GOV'T	4,220,828-	2,636,385-	1,058,026-	1,286,560-	1,757,061-	1,500,019-	1,346,459-	1,346,459-	1,346,459-

18,000 (8/13/24)

Mrs. Shannon Powell, Trustee
West District

Mrs. Janet Turner-Giles, Trustee
North District

Mrs. Margaret Clair, Vice Chair
Central District



Mr. Ceaser Perkins, Trustee
South District

Mr. George Cheape, Chair
East District

Dr. Amanda C. Hester
Division Superintendent

Nelson County Public Schools

July 30, 2024

Nelson County Board of Supervisors
Attn: Candy McGarry, County Administrator
P.O Box 336
Lovingston, VA 22949

Dear Mrs. McGarry,

I am writing to request a Supplemental Appropriation from funds carried over from the Fiscal Year 2024 Regular Operating Budget from the Nelson County Board of Supervisors for the following item:

- **All in Virginia Plan** – Funds were received in FY 24 with funds available to be spent in FY 24 through FY 26. These funds were reverted to the County on June 30, 2024. While already included on the expenditure side of the School Board's Budget, funds were not included on the revenue side of the budget at onset. The initial intent was to ask for the funding upon audit confirmation as has been past practice. Since the funds are already included on the expenditure side of the budget, the appropriation of these funds now may allow the Nelson County School Board to give some salary increase to its staff for the FY 25 School Year. However, this could be dependent upon any detrimental Federal Budgetary decisions which may affect Title I and II. School Board action will likely occur after the Federal Budget is complete and actual enrollment numbers are known which could affect staffing decisions.

The total Supplemental Appropriation Request is \$379,582.

I appreciate your consideration of this request.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Amanda Hester', is positioned above the printed name.

Amanda Hester, Ed.D.
Division Superintendent

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District



CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2024-51
NELSON COUNTY BOARD OF SUPERVISORS
INCREASE IN LOCAL FUNDING FOR FY25 BODY WORN CAMERA
MEMORANDUM OF UNDERSTANDING – COMMONWEALTH'S ATTORNEY'S OFFICE

PREAMBLE:

In 2019, the budget language approved by the 2019 General Assembly (Chapter 854, Item 70) required that localities implementing the use of body worn cameras could provide either: (1) one full-time equivalent entry-level Assistant Commonwealth's Attorney, at a salary no less than that established by the Compensation Board for an entry-level Commonwealth's Attorney, at a rate of one Assistant Commonwealth's Attorney for up to 75 body worn cameras employed for use by local law enforcement officers, and one Assistant Commonwealth's Attorney for every 75 body worn cameras employed for use by local law enforcement officers, thereafter OR (2) with the consent of the Commonwealth's Attorney, a locality may provide their Commonwealth's Attorney's office with additional funding, using a different formula than stated above, as needed to accommodate the additional workload resulting from the requirement to review, redact and present footage from body worn cameras.

WHEREAS, since 2019, in lieu of hiring an additional Assistant Commonwealth's Attorney, the County and its Commonwealth's Attorney's office have maintained a Memorandum of Agreement providing additional local funding to accommodate the additional workload resulting from the requirement to review, redact, and present footage from body worn cameras; and

WHEREAS, the Commonwealth's Attorney wishes to amend the existing Memorandum of Agreement with the County to increase the amount of local funding provided in FY25 to \$57,318; an increase of \$25,000 from \$32,318, provided pursuant to the FY24 Agreement; and

WHEREAS, beginning July 1, 2024 the minimum Compensation Board salary for another Assistant Commonwealth's Attorney is \$75,705;

NOW, THEREFORE, BE IT RESOLVED, that in lieu of hiring another Assistant Commonwealth's Attorney to accommodate the additional workload resulting from the requirement to review, redact, and present footage from body worn cameras, the Nelson County Board of Supervisors does hereby approve the requested increase in local funding of \$25,000 for a total of \$57,318, to be provided as prescribed by the Commonwealth's Attorney in the FY25 Body Worn Camera Memorandum of Agreement; and

BE IT FURTHER RESOLVED, that the FY25 Memorandum of Agreement be filed as required with the State Compensation Board by the Commonwealth's Attorney's office.

Approved: July 9, 2024

Attest: Candice W. McGarry, Clerk
Nelson County Board of Supervisors

Grow Nelson Library

8521 Thomas Nelson Highway

Lovington, Virginia 22949

Dear Mrs. McGarry and Mrs. Staton,

In April of 2023 I made a presentation to the Nelson County Board of Supervisors about the Dolly Parton Imagination Library. At the time we were establishing an affiliate for the children of Nelson County. We had been in touch with United Way of Charlottesville, and they had agreed to be our financial agent. The members of the Grow Nelson Library Committee would take on the task of raising the funds for the program. This committee would also run the program in the county which would involve registering children and taking care of the paperwork necessary for this initiative. My request to the Nelson County Board of Supervisors was to start our account with \$2000.00 the first year and to continue supporting it with \$1000.00 in each year going forward. In a unanimous vote, the members of the board agreed to help finance this project.

It is now time to request our funding for the 2024-2025 fiscal year. This request is in the amount of \$1000.00 to continue this amazingly successful program. These funds will continue to pay for part of the shipping cost of books to children under the age of five. The Dolly Parton Foundation pays for each book that children receive each month.

Our numbers continue to grow. At this time, we have ninety-seven children enrolled and we are about to start an initiative with Blue Ridge Medical Center to help reach more of Nelson's eligible children. We have plans to partner with the Nelson County Health Department and hopefully work with the Hertiage Center as they begin a day care program.

While I am no longer a staff member at Nelson Memorial Library, I will be continuing in my role as a member of Grow Nelson Library so that I can continue to help grow our Dolly Parton Imagination Library affiliate. Please let me know if you need additional information or if you have any questions. You can contact me via email at mrwhuffman@gmail.com or by phone at 434-944-1112.

Sincerely,

Susan H Huffman

From: [Candy McGarry](#)
To: [Amanda Spivey](#)
Subject: FW: VDOT Safety Review, Rte. 29 @ Nelson High/Middle School Complex
Date: Monday, July 29, 2024 11:11:25 AM
Attachments: [Outlook-cey3gzov.png](#)

Amanda,

Let's include this email in the BOS packet under the VDOT report. I have asked Robert to speak on this at the meeting and will forward this out to the Board now, copying the Sheriff and Dr. Hester. Thanks!

From: Brown, Robert G. (VDOT) [mailto:Robert.Brown@VDOT.Virginia.gov]
Sent: Thursday, July 25, 2024 11:44 AM
To: Candy McGarry <CMcGarry@nelsoncounty.org>
Cc: David Parr <dparr@nelsoncounty.org>; Sayre, Jeffery D. (VDOT) <Jeffery.Sayre@VDOT.Virginia.gov>; Brown, Daniel J., P.E. (VDOT) <Daniel.Brown@VDOT.Virginia.gov>
Subject: VDOT Safety Review, Rte. 29 @ Nelson High/Middle School Complex

Candy,
 This is to follow up on the Boards request for VDOT to study traffic on Rte. 29 at the High/Middle School complex. Specifically, review to determine if there are any measures that could be taken to create gaps in traffic so buses/vehicles can exit school more quickly. As you know VDOT installed portable cameras to record traffic movements near the main school entrance to see the issue in real time.

Based on reviewing camera footage, VDOT Traffic Engineer's are not recommending any changes at this time. Please see their comments below:

Regarding the issue about creating gaps in traffic for Nelson County High School – we reviewed camera footage (we placed a camera at the location) and noticed they have a police officer controlling traffic for the afternoon departure. Quite frankly, this is the only way they will be able to get folks out of the school reasonably and safely. During the morning hours, where we did not notice a police officer directing traffic, gaps in traffic are not has much of a concern since traffic is entering the school. We did discuss the possibility of changing timings at the signal to create larger gaps, however, this signal is almost two miles away so any platoons created by the signal will be mostly dissipated by the time they get to the high school. There have been 8 crashes since 2006 and the last reportable crash was in 2017. As stated earlier, due to the number of buses, parents and students leaving in the afternoon, handling this location with law enforcement is the best option. At this time, we are not recommending any changes.

Please advise if you have any questions or need additional information. Please share this email with Board members.

Sincerely,
 Robert,



Robert Brown

Residency Administrator / Appomattox Residency

Virginia Department of Transportation

434-352-6674

robert.brown@VDOT.Virginia.gov



NELSON COUNTY ANIMAL CONTROL

MONTHLY BOARD REPORT

JULY 2024

- **INTAKE/OUTGOING SUMMARY ATTACHED**
- **CALLS FOR SERVICE: 274**
- **FEES COLLECTED FROM SHELTER: \$180**
- **CHARGES:**
 - (2) 3-35 RABIES VACCINATION**
 - (11) WARNINGS**
 - (4) 3-43 K9 @ LARGE**
 - (2) 3-26 COUNTY LICENSE**

Nelson County Animal Control Daily Log

JULY	Start	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Sub	On	
INCOMING		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W			
K9- Stray	4									3	1					1	1					2	2	2						1	2	4	19		K9 str
K9- O.S.	4												1			1			1													2	5		os
K9- Seized																																	0		seize
K9- Bite Case Quar.																																	0		bite
K9- rec other Va Agency																																	0		
K9-Other Reason							1																										1		other
Total K9s	8																																25	16	K9totl
																																	0		F str
Feline- Stray	0																																0		F os
Feline- O.S.																			5														5		F pc
Feline- Seized																																	0		F Seize
Feline- Bite Case Quar.																																	0		F bite
Feline- Other Reason																																	0		F other
Total Feline	0																																5	0	F total
																																	0	0	L str
Livestock- Stray.																																	0	0	L os
Livestock- O.S.																																	0	0	L seize
Livestock-Seized																																	0	0	L pc
Livestock Bite Case Quar.																																	0	0	L bite
Livestock Other Reason																																	0	0	L other
																																	0	0	P str
Poultry- Stray																																	0	0	P os
Poultry- O.S.																																	0	0	P sieze
Poultry- Seized																																	0	0	P pc
Poultry Other Reason																																	0	0	P othe
																																	0	0	E str
Equine- Stray																																	0	0	E os
Equine- O.S.																																	0	0	E seize
Equine Seized																																	0	0	E pc
Equine Bite Case Quar.																																	0	0	E bite
Equine Other Reason																																	0	0	E other
Other stray																																	0	0	Other

Nelson County Animal Control Daily Log

[illegible]

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District



CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2024-59
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION TO APPROVE A SUPPORT AGREEMENT
IN CONNECTION WITH THE ISSUANCE OF A REVENUE BOND BY
THE NELSON COUNTY SERVICE AUTHORITY

WHEREAS, pursuant to the Virginia Water and Waste Authorities Act, Chapter 51, Title 15.2, Code of Virginia of 1950, as amended (the “Act”), the Board of Supervisors of Nelson County, Virginia (the “Board”) created the Nelson County Service Authority (the “Authority”); and

WHEREAS, the Authority is empowered to acquire, purchase, lease, construct, reconstruct, improve, extend, operate, maintain, and finance water and wastewater systems, and to otherwise have, possess, and exercise the powers granted by the Act and as otherwise authorized or permitted by law; and

WHEREAS, pursuant to the Act, the Authority is empowered to pledge for the payment of principal and interest on its revenue bonds the revenues of such water and wastewater systems, or any portion thereof, so long as the full faith and credit of the Commonwealth of Virginia, the County of Nelson, Virginia (the “County”), or any other political subdivision of the Commonwealth of Virginia are not pledged to the payment of such bonds; and

WHEREAS, the Authority desires to obtain long-term financing to provide funds to pay all or any portion of the capital costs, including for the payment or reimbursement of principal and interest accrued for interim financing, to (i) acquire, construct, rehabilitate, and equip various improvements to the Authority’s wastewater (sewer) collection and treatment system and facilities related thereto, including in the Lovingsston area, and (ii) pay issuance costs in connection with such undertakings (collectively, the “Project”); and

WHEREAS, the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture (“RUS”) has offered to purchase a not to exceed \$641,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the “Authority Bond”) to provide the permanent financing needed by the Authority to pay all or any portion of the costs of the Project on the terms and conditions described in that certain RUS Letter of Conditions, dated February 14, 2024 (the “Letter of Conditions”); and

WHEREAS, in the Letter of Conditions, RUS advised that the Authority is eligible for RUS grants not to exceed \$1,594,000; and

WHEREAS, the Board of the Authority met on July 18, 2024 and authorized issuance of the Authority Bond for the Project, among other approvals, and requested that this Board approve a Support Agreement providing for a non-binding obligation of the Board to appropriate sufficient amounts to the Authority in connection to the payment obligations of the Authority under the Authority Bond and the funding and maintenance of a Debt Service Reserve Fund, as set forth in the Letter of Conditions; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Nelson County Virginia, as follows:

1. The Board, acting as the governing body of the County, hereby approves the execution and delivery of a Support Agreement by the County, to be dated the date of issuance and delivery of the Authority Bond to RUS (the “Support Agreement”), in connection with the undertakings of the Authority under the Authority Bond. The Chair or Vice Chair of the Board, or the County Administrator, any one or more of whom may act (whether individually or collectively, the “County Representative”), are each hereby authorized and directed to execute and deliver the Support Agreement substantially in the form attached to this Resolution as **Exhibit A**, which form is hereby approved.

To such end, the Board hereby covenants and agrees to undertake a non-binding obligation to appropriate such amounts as may be requested from time to time, if any, in order to pay the debt service on the Authority Bond and other payment obligations of the Authority related to the Authority Bond, including the funding and maintenance of the Debt Service Reserve Fund described in the Letter of Conditions. Such moral obligation pledge of the County in connection with the Authority Bond is hereby approved and made to the fullest degree and in such manner as is consistent with the Constitution of Virginia and laws of the Commonwealth of Virginia, *provided, however*, that such pledge shall not be deemed to be a lending of the credit of the County to RUS or to any other person or entity or otherwise deemed to be a pledge of the faith and credit or the taxing power of the County, and such pledge shall not bind or obligate the Board or any future Board to appropriate funds for such purposes or otherwise in connection with the Authority Bond.

2. The County Representative and such officers, employees, and agents of the County as any one or more of them may designate, are each authorized and directed to execute and deliver any and all additional instruments, certificates, and other documents as may be necessary or convenient in order to carry out the purposes of this Resolution, all as may be advised by legal counsel.

3. This Resolution shall be effective immediately upon its adoption.

Approved: August 13, 2024

**BOARD OF SUPERVISORS OF
NELSON COUNTY, VIRGINIA,**

Chair

Exhibit A: Form of Support Agreement

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Nelson County, Virginia hereby certifies that the foregoing constitutes a true and correct copy of a resolution adopted by the Board at a regular meeting duly held and called on August 13, 2024 at which at least a quorum of the Board was present and acting throughout, and that a record of the roll-call vote is as follows:

Name	AYE	NAY	ABSTAIN	ABSENT
J. David Parr, Chair				
Ernie Q. Reed, Vice Chair				
Jesse Rutherford				
Thomas D. Harvey				
Dr. Jessica Ligon				

Dated: August 13, 2024

[SEAL]

Clerk
Board of Supervisors, Nelson County, Virginia

**SUPPORT AGREEMENT
NELSON COUNTY SERVICE AUTHORITY**

This **SUPPORT AGREEMENT** is made as of _____, 202_, by and among the **BOARD OF SUPERVISORS OF NELSON COUNTY, VIRGINIA** (the “Board of Supervisors”), acting as the governing body of the County of Nelson, Virginia (the “County”), **NELSON COUNTY SERVICE AUTHORITY** (the “Authority”), and the **UNITED STATES OF AMERICA, ACTING THROUGH RURAL UTILITIES SERVICE, AN AGENCY OF THE UNITED STATES DEPARTMENT OF AGRICULTURE** (“RUS” or the “Bondholder”).

RECITALS

WHEREAS, pursuant to Chapter 51, Title 15.2 of the Code of Virginia, 1950, as amended (the “Act”), the Authority is empowered to acquire, purchase, lease, construct, reconstruct, improve, extend, operate, maintain, and finance water and wastewater (sewer) systems, and to otherwise have and exercise the powers granted by the Act and as otherwise authorized or permitted by law; and

WHEREAS, pursuant to the Act, the Authority is empowered to pledge for the payment of principal and interest on its revenue bonds the revenues of such systems, or any portion thereof, so long as the full faith and credit of the Commonwealth of Virginia, the County of Nelson, Virginia (the “County”) or any other political subdivision of the Commonwealth of Virginia, are not pledged to the payment of such revenue bonds; and

WHEREAS, the Authority desired to obtain long-term financing to provide funds to pay all or any portion of the capital costs, including for the payment or reimbursement of principal and interest accrued for interim financing, to (i) acquire, construct, rehabilitate, and equip various improvements to the Authority’s wastewater (sewer) collection and treatment system and facilities related thereto, including in the Lovingson area, and (ii) pay costs of issuance in connection with such undertakings (collectively, the “Project”); and

WHEREAS, the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture (“RUS”) offered to purchase a not to exceed \$641,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingson Sewer Project) (the “Authority Bond”) to provide permanent financing needed by the Authority to pay all or any portion of the costs of the Project on the terms and conditions described in that certain RUS Letter of Conditions, dated February 14, 2024 (the “Letter of Conditions”); and

WHEREAS, in the Letter of Conditions, RUS advised that the Authority is eligible for RUS grants not to exceed \$1,594,000; and

WHEREAS, on August 13, 2024 the Board of Supervisors adopted a resolution authorizing, among other things, the execution of an agreement providing for a non-binding moral

obligation of the Board to consider certain appropriations in support of the Authority Bond and the Project (the “County Resolution”); and

WHEREAS, on _____, 202__ (referenced herein as the “Closing Date”), RUS has purchased the Authority Bond, in order for the Authority to provide financing to undertake the Project; and

WHEREAS, the Authority Bond is authorized and issued by the Authority pursuant to the Act, and, further, pursuant to the terms of that certain authorizing resolution duly approved by the Authority on July 18, 2024, including an RUS Form 1780-27 Resolution; and

WHEREAS, the principal and interest due on the Authority Bond will be secured by, and payable from, the revenues and receipts received by the Authority from its wastewater (sewer) system facilities; and

WHEREAS, as additional security for the payment of the principal of and interest on the Authority Bond, among other obligations of the Authority, the Board of Supervisors, pursuant to the County Resolution, has authorized the execution and delivery of this Support Agreement to provide its agreement for a non-binding moral obligation to consider appropriating such amounts as may be requested from time to time by the Authority, to the fullest degree and in such manner as is consistent with the Virginia Constitution and laws of the Commonwealth of Virginia, in order for the County to pay to the Authority, among other amounts, for the payment of principal and interest on the Authority Bond, and the funding and maintenance of a Debt Service Reserve Fund as set forth in the Letter of Conditions, and has recommended that future Boards of Supervisors do likewise.

AGREEMENT

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

1. The Authority shall use its best efforts to issue the Authority Bond and to use the proceeds of the Authority Bond to finance the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

2. During the term of this Support Agreement, the County Administrator has been directed by the Board of Supervisors, pursuant to the terms and provisions of the County Resolution, to coordinate with the Authority in order for the County Administrator to submit to the Board of Supervisors for each fiscal year while the Authority Bond remains outstanding, a request to the Board of Supervisors for an appropriation to the Authority for (a) an amount equal to the principal and interest payments coming due under the Authority Bond for the next ensuing fiscal year, (b) the amount required for the Debt Service Reserve Fund accumulated at the rate of ten percent (10%) of each loan installment for a period of ten (10) years until equal to at least one annual loan installment, to be held by the Authority as additional security for RUS, as required by the Letter of Conditions.

3. Any such obligation of the County to make payments pursuant to this Support Agreement shall, under all circumstances, be subject to and dependent upon appropriations being made, from time to time, by the Board of Supervisors for such purposes, in accordance with law. If at any time the appropriation(s) by the Board of Supervisors are insufficient for the debt service on the Authority Bond to be paid on behalf of the Authority or to fund the deposits into the Debt Service Reserve Fund, the County Administrator shall promptly present a request for a supplemental appropriation to the Board of Supervisors in the amount of any such deficiency, and the Board of Supervisors shall consider such request at its next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify the Authority and RUS whether the amount so requested was appropriated.

4. Subject to the provisions hereof, it is hereby acknowledged that the reasonable expectation of the parties is that the County shall provide funds for the payment of debt service on the Authority Bond to the Authority and provide funds for required deposits to the Debt Service Reserve Fund, in the amount of any annual or other supplemental appropriations made by the Board of Supervisors pursuant to this Support Agreement. To such end, the Board of Supervisors hereby undertakes a non-binding moral obligation to appropriate such payments to the Authority from time to time, in such manner and in amounts as may be required under the Authority Bond, the Letter of Conditions, and this Support Agreement, to the fullest degree and in such manner as is consistent with the Virginia Constitution and laws of the Commonwealth of Virginia. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise.

5. Nothing contained in this Support Agreement is or shall be deemed to be a lending of the credit of the County to the Bondholder, the Authority, or 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 County. Nothing contained in this Support Agreement shall legally bind or obligate the Board of Supervisors to appropriate funds to pay the debt service on the Authority Bond, any other payments, or fund or maintain the Debt Service Reserve Fund or for any other purposes described in this Support Agreement or otherwise contemplated thereunder or hereunder.

6. The Board of Supervisors acknowledges that it is entering into this Support Agreement on behalf of the County in consideration for the Authority undertaking the Project for the benefit of the County and the general public and for its welfare and prosperity. Annual appropriations (or other timely appropriations) by the Board of Supervisors pursuant to this Support Agreement, therefore, are reasonably expected to be essential in order for the installments of principal of and interest on the Authority Bond to be paid to the Bondholder, and for the payment of any other obligations of the County or Authority in connection with the Authority Bond.

7. 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 the County, to the County Administrator's Office, Post Office Box 336, Lovingson, Virginia 22949, Attention: County Administrator, (ii) if to the Authority, to Post Office Box 249, Lovingson, Virginia 22949, Attention: Executive Director, and (iii) if to RUS, to 1934 Deyerle Ave, Harrisonburg, Virginia

22801, Attention: Community Programs Specialist. Any party may designate any other address for notices or requests by giving notice.

8. This Support Agreement shall be governed by the laws of the Commonwealth of Virginia, and shall remain in full force and effect until the Authority Bond and any other obligations of the Authority pursuant thereto shall be paid, in full.

9. If any clause, provision, or section of this Support Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Support Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Support Agreement.

10. For the convenience of the parties, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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
NELSON COUNTY, VIRGINIA**

By: _____
_____, Chair

[Signature Page to Support Agreement – Board of Supervisors]

NELSON COUNTY SERVICE AUTHORITY

By: _____
_____, Chair

DRAFT

[Signature Page to Support Agreement – Nelson County Service Authority]

**THE UNITED STATES OF AMERICA,
ACTING THROUGH RURAL UTILITIES
SERVICE, AN AGENCY OF THE UNITED
STATES DEPARTMENT OF AGRICULTURE**

By: _____

DRAFT

[Signature Page to Support Agreement – USDA]

Lovington Sanitary Sewer Improvements

Existing Sanitary Sewer System

- Approximately 16,000 LF of sanitary sewer
- Pipe materials are vitrified clay pipe
- 100 Block manholes
- Serves approximately 150 connections
- Constructed primarily in the 1970s and some sections could be older



Need For Project

- System experience infiltration and inflow
- Pipe collapse and root intrusion into the pipes results in blockages, back-ups, and reduced hydraulic capacity
- Sanitary sewer overflows are a public health concern and impacts the environment
- Sanitary sewer overflows are prohibited by the VPDES permit
- Wet weather overflows have been documented by the VDEQ. Typically, 1-2 times per year



Lovington Sanitary Sewer Improvements

Proposed Improvements

- Lining of 6,800 LF of 8-inch clay sewer pipe
- Replacement of 1,200 LF of 12-inch clay sewer pipe
- Replacement of 31 manhole frame and covers
- Lining of 72 sewer laterals
- 220 VLF of cementitious manhole lining



Project Funding and Schedule

- Funded by USDA Rural Development
 - ✓ \$2,235,000 total project budget
 - ✓ \$641,000 loan
 - ✓ **\$1,594,000 grant**
- Project Schedule
 - ✓ CCTV and Design – July 2024 – June 2025
 - ✓ Secure ROW or easements – January 2025 – June 2025
 - ✓ Construction in 2026





OFFICIAL RECEIPT
NELSON CIRCUIT COURT
DEED RECEIPT

DATE : 07/22/2024 TIME : 15:40:32
RECEIPT # : 24000003587 TRANSACTION # : 24072200028
CASHIER : KXT REGISTER # : H465
INSTRUMENT : 202401419 BOOK :
GRANTOR : -NELSON COUNTY SERVICE AUTHORITY
GRANTEE : -NELSON COUNTY SERVICE AUTHORITY
RECEIVED OF : NELSON COUNTY SERVICE AUTHORITY
ADDRESS :
DATE OF DEED : 07/18/2024
CASH : \$0.00
DESCRIPTION 1 : RESOLUTION AUTHORIZING THE ISSUANCE, SALE
2 : AND AWARD NOT TO EXCEED \$641,000.00; SEE INST
CONSIDERATION : \$0.00 AVAL : \$0.00

CASE # : 125CLR202401419
FILING TYPE : OTHER PAYMENT : FULL PAYMENT
RECORDED : 07/22/2024 AT : 15:40
EX : Y LOC : CO
EX : Y PCT : 100%
PAGES : 035 OP : 0
NAMES : 0
PIN OR MAP :

ACCOUNT CODE	DESCRIPTION	PAID
035	VIRGINIA OUTDOOR FOUNDATION	\$0.00
106	TECHNOLOGY TRST FND	\$0.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$0.00
301	CLERK RECORDING/INDEXING FEE	\$0.00

TENDERED : \$ 0.00
AMOUNT PAID : \$ 0.00

NELSON COUNTY SERVICE AUTHORITY
July 18, 2024
USDA Financing – Lovington Sewer Project

RESOLUTION

**AUTHORIZING THE ISSUANCE, SALE, AND AWARD OF A
NOT TO EXCEED \$641,000 NELSON COUNTY SERVICE AUTHORITY
WASTEWATER REVENUE BOND (LOVINGSTON SEWER PROJECT),
AND PROVIDING THE FORM AND DETAILS THEREOF**

WHEREAS, pursuant to Chapter 51, Title 15.2 of the Code of Virginia, 1950, as amended (the “Act”), the Nelson County Service Authority (the “Authority”) is empowered to acquire, purchase, lease, construct, reconstruct, improve, extend, operate, maintain, and finance water and wastewater (sewer) systems, and to otherwise have and exercise the powers granted by the Act and as otherwise authorized or permitted by law; and

WHEREAS, pursuant to the Act, the Authority is empowered to pledge for the payment of principal and interest on its revenue bonds the revenues of such systems, or any portion thereof, so long as the full faith and credit of the Commonwealth of Virginia, the County of Nelson, Virginia (the “County”) or any other political subdivision of the Commonwealth of Virginia, are not pledged to the payment of such revenue bonds; and

WHEREAS, the Authority desires to obtain long-term financing to provide funds to pay all or any portion of the capital costs, including for the payment or reimbursement of principal and interest accrued for interim financing, to (i) acquire, construct, rehabilitate, and equip various improvements to the Authority’s Lovington wastewater (sewer) collection and treatment system and facilities related thereto, including in the Lovington area, and (ii) pay issuance costs in connection with such undertakings (collectively, the “Project”); and

WHEREAS, the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture (“RUS”) has offered to purchase a not to exceed \$641,000 Nelson County Service Authority Wastewater Revenue Bond (Lovington Sewer Project) (the “Bond”) to provide the permanent financing needed by the Authority to pay all or any portion of the costs of the Project on the terms and conditions described in that certain RUS Letter of Conditions, dated February 14, 2024 (the “Letter of Conditions”), a copy of which is attached as **Exhibit A** hereto; and

WHEREAS, in the Letter of Conditions, RUS advised that the Authority is eligible for RUS grants not to exceed \$1,594,000; and

WHEREAS, the Board of the Nelson County Service Authority (the “Board”) now desires to authorize, among other things, the issuance, sale, and award of the Bond to RUS, in order to accomplish and provide for the funding of the Project.

1-4-3

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, as follows:

1. Authorization of Bond and Use of Proceeds. The Board hereby determines that, along with use of other lawfully available funds of the Authority, it is necessary and advisable to contract a debt and issue and sell the Bond to RUS for the purpose of providing long-term financing for the Project, including the payment or reimbursement of principal and interest accrued for interim financing. Accordingly, the Board authorizes and approves the issuance, sale, and delivery of the Bond to RUS in the form and upon the terms established in this Resolution and the terms and conditions of the Letter of Conditions.

2. Approval of Letter of Conditions, RUS Form 1780-27 Loan Resolution, and RUS Grant Agreement. The Authority hereby agrees to accept the offer of RUS for the purchase of the Bond and agrees to meet the terms and conditions set forth in the Letter of Conditions. The Authority hereby approves and adopts the RUS Bulletin 1780-27 Loan Resolution (the "RUS Loan Resolution," and together with this Resolution, the "Resolutions"), a copy of which is attached hereto as **Exhibit B**, all as required by RUS. In addition, the Authority hereby accepts the terms and conditions of the RD Form 1780-12 Grant Agreement, as set forth in the Letter of Conditions.

3. Details of the Bond. The Bond shall be issued in registered form without coupons and shall be dated as of the date of its delivery to RUS (the "Closing Date"), as Bond Purchaser and initial registered owner thereof, upon payment for the Bond.

The Bond shall be in an aggregate original principal amount not to exceed \$641,000, shall be designated as the Wastewater Revenue Bond (Lovingston Sewer Project), and shall bear interest at a rate not to exceed two and one-quarter percent (2.25%) per annum. *Provided, however,* in the event RUS shall offer a lower rate of interest on the Bond, such lower rate shall be conclusively deemed accepted by the Authority pursuant to the terms of this Resolution, including the applicable commensurately lower payment amounts, it being the intent for the Authority to obtain the lowest cost of borrowed funds for the permanent financing of the Project.

4. Payment of the Bond. The Bond will provide for equal monthly installments of principal and interest for 480 months if not sooner paid. The final installment of the Bond, together with all other amounts payable under the Bond, shall be due and payable on the payment day that is forty (40) years after the Closing Date; *provided, however,* that if the Authority ceases to exist as a legal entity pursuant to applicable Virginia law prior to such time, then the Bond shall be fully and finally payable on the effective date of such expiration or cessation of the legal existence of the Authority, unless RUS shall otherwise consent to an assumption of the obligations under the Bond. Further, if the Closing Date shall occur on the 29th, 30th, or 31st day of the month, the date of payment will be the 28th day of the month. Installments shall be payable in lawful monies of the United States of America in accordance with the Preauthorized Debit (PAD) payment process, as described in the Letter of Conditions.

5. Prepayment or Redemption of the Bond. Installments of principal of and interest due on the Bond may be prepaid at the option of the Authority at any time, in whole or in part (but if in part, in inverse order of their maturities), without premium. Prepayment of installments of principal and interest shall not affect the obligation of the Authority to pay the remaining

installments payable as provided in the preceding paragraph so long as any principal amount remains outstanding.

6. **Execution of the Bond.** The Bond shall be signed by the Chair or Vice Chair of the Board, either of whom may act, shall be attested to by the Secretary/ Treasurer, or any Assistant Secretary or designee, and the Authority's seal shall be affixed thereto. The Chair or Vice Chair, either of whom may act, are each expressly authorized and directed to finally determine and approve all details of the Bond, including without limitation, the maximum principal amount authorized to be advanced thereunder, and the payment dates and amounts and the final maturity date thereof; *provided, however* that (i) the aggregate maximum principal amount authorized to be advanced under the Bond shall not exceed \$641,000, (ii) the maximum interest rate on the Bond shall not exceed 2.25% per annum, as set forth in the Letter of Conditions, and (iii) the final maturity of the Bond shall be a date no later than forty (40) years after the date of issuance of the Bond. Such final details of the Bond shall be approved by the Chair or Vice Chair, either of whom may act, and execution and due delivery thereof to RUS on the Closing Date thereof shall constitute conclusive evidence of the approval herein, and no further actions by the Board shall be required.

7. **Registration of the Bond.** The Secretary/Treasurer is hereby appointed as Registrar of the Bond. The Bond shall initially be registered in the name of RUS with an address of Finance Office, USDA Rural Development NFAOC, 4300 Goodfellow Boulevard, Bldg. 104, St. Louis, Missouri 63120-1703 or such other office as may be designated in writing and delivered to the Registrar.

8. **Pledge of Revenues to the Payment of the Bond; Parity Lien Matters; Support Agreement.**

(a) **Security for the Bond.** To secure the payment and performance of the Authority's obligations under the Bond, the Authority will pledge all of the Authority's right, title, and interest to the revenues and receipts (the "Revenues") received by the Authority from its wastewater (sewer) systems, including sub-systems (collectively, the "System"), including Revenues from the Project, subject to the Authority's right to use the Revenues for the payment of the operation and maintenance expenses of the System.

(b) **Parity Lien Matters.** The pledge of the Revenues by the Authority in connection with the Bond shall also be on parity with the lien of the Authority's pledge of the Revenues in connection with prior obligations and liabilities of the Authority secured by a pledge of wastewater (sewer) revenues (collectively, the "Prior Obligations").

The parity pledge of Revenues with respect to the Bond and the Prior Obligations shall be valid and binding from and after the Closing Date. The Revenues, as received by the Authority, shall be immediately subject to the lien of such parity pledge described herein without any physical delivery of them or further act. Such parity pledge of the Revenues to secure the payment and performance of the Authority's obligations under the Bond shall have priority over all obligations and liabilities of the Authority (except as otherwise described above in connection with the Prior Obligations). The lien of this parity pledge of the Revenues with respect to the Bond and the Prior

Obligations shall be valid and binding against all parties having claims against the Authority regardless of whether such parties have notice thereof.

Neither the Authority, the Commonwealth of Virginia, the County, nor any other political subdivision of the Commonwealth of Virginia, shall be obligated to pay the principal of or interest on the Bond or any other costs incident thereto or to fund the debt service reserve fund or other reserve funds, including any other additional payments under the Letter of Conditions, if any, except from the Revenues and other security pledged therefor by the Authority, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof shall be pledged to the payment of the principal of or interest on the Bond or other costs incident thereto or to fund the debt service reserve fund or other reserve funds (all as addressed below), including any other additional payments under the Letter of Conditions, if any. Neither the Bond nor the obligations of the Authority under the Letter of Conditions or the Resolutions constitute a debt or a pledge of the faith and credit of the Commonwealth of Virginia, the County, or any other political subdivision of the Commonwealth of Virginia.

However, the Board hereby requests the Board of Supervisors of the County to approve a support agreement providing for a non-binding obligation of the Board of Supervisors of the County to appropriate sufficient amounts to the Authority in connection to the payment obligations of the Authority under the Bond and funding of the Debt Service Reserve Fund (defined below).

9. Debt Service Reserve Fund. In addition to the foregoing pledge of the Revenues, the Authority hereby agrees to establish and maintain a restricted debt service reserve fund equal to the aggregate amount of one annual loan installment (the "Debt Service Reserve Fund") on the Bond in accordance with applicable law, and as specifically described in the Letter of Conditions. The Debt Service Reserve Fund is hereby pledged as security for payment of principal of and interest on the Bond. The Debt Service Reserve Fund shall be funded by the Authority in deposits equal to ten percent (10%) of the combined payments of principal and interest due under the Bond to accumulate for a period of 10 years until equal to the maximum annual debt service on the Bond that shall be due and payable by the Authority. Such deposits shall be made at the same time as payments of principal and interest are due and payable under the Bond, with the first such deposit due and payable at the same time as the first payment of principal and interest is due.

10. Other Reserves; Audit Requirements, Accounts and Records. The establishment, funding, and maintenance of reserves, including a Short-Lived Asset Reserve and Operation and Maintenance Reserve, as required by RUS in the Letter of Conditions, are hereby authorized and approved. The Executive Director and the Secretary/ Treasurer, either of whom may act, are hereby authorized and directed to coordinate with the Authority's outside auditors in order for the Authority to satisfy and otherwise comply with the audit requirements and any other accounting and financial reporting terms and conditions as set forth in the Letter of Conditions.

11. Rates and Charges. The Authority covenants that it shall establish and collect rates and charges with respect to the System sufficient to pay the principal of and interest on the Bond. Further, as required under the Letter of Conditions, the Authority hereby approves and confirms that a ten percent (10%) penalty shall be assessed on all user accounts with respect to the System that are not paid, in full, within twenty days from the date of billing therefor. To the fullest

extent allowed under Virginia law, the Authority shall discontinue service to any user if such billing invoice is not paid within sixty days after the due date thereof, and further, such service shall not be restored until all past charges have been paid and all accrued penalties, including a reconnection charge, have been paid to the Authority, in full.

12. Execution of Any Additional Documents. The Chair, the Vice Chair, the Executive Director, the Secretary/ Treasurer, and all such other officers of the Authority as may be requested, any one or more of whom may act, and such other officers, employees, and agents of the Authority as may be requested (whether individually or collectively, the "Authority Representative"), are each authorized and directed to execute all such additional instruments, agreements, documents, and other writings, and to do and perform such things and acts as they deem necessary or convenient to carry out the transactions authorized by this Resolution, all as may be requested by RUS, or by the General Counsel or bond counsel for the Authority, in furtherance of the purposes set forth in this Resolution.

13. Repeal of Any Conflicting Resolutions, If Any. All resolutions or parts thereof in conflict with this Resolution, if any, are hereby repealed except such resolutions as may have been adopted by the Authority at the specific request of RUS, as a condition to the purchase of the Bond by RUS and acceptance of the terms thereof by the Authority, all as described herein.

14. Filing of Authorizing Resolution. The Executive Director and the Secretary/ Treasurer of the Authority, either of whom may act, and any other appropriate representative or agent of the Authority, are each hereby authorized and directed to cause the filing of a certified copy of this Resolution in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

15. Further Actions. The Authority Representative, and any other officers, employees, and agents of the Authority are each hereby authorized to take all such further actions as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bond, and the acceptance of the RUS Grants, and any such actions previously taken in furtherance of the purpose and intent described herein are hereby ratified and confirmed, in all respects.

16. Effective Date. This Resolution shall take effect immediately.

Approved: July 18, 2024



Chair
Board of Nelson County Service Authority

Exhibit A: Letter of Conditions dated February 14, 2024
Exhibit B: RUS Bulletin 1780-27, Loan Resolution

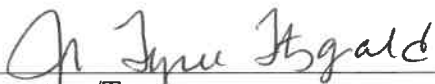
CERTIFICATE

The undersigned Secretary/Treasurer of the Board of the Nelson County Service Authority hereby certifies that the foregoing constitutes a true and correct copy of a resolution adopted by the Board at a regular meeting duly held and called on July 18, 2024, at which at least a quorum of the Board was present and acting throughout, and that a record of the roll-call vote is as follows:

Name	Aye	Nay	Abstain	Absent
David S. Hight, Chair West District	✓			
Sergio Sanchez, Vice Chair South District	✓			
Justin Shimp North District	✓			
Robert McSwain East District	✓			
Ernie Q. Reed Central District	✓			

Dated: July 18, 2024

[SEAL]



Secretary/Treasurer
Nelson County Service Authority



United States Department of Agriculture

Rural Development

February 14, 2024

RD Area Office

1934 Deyerle Ave.
Suite D
Harrisonburg, VA
22801

George T. Miller, Jr., Executive Director
Nelson County Service Authority
620 Cooperative Way
Arrington, VA 22922

Voice: 540-534-3060
Fax: 855-636-4613

Dear Mr. Miller,

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application for financial assistance from Rural Development. The Rural Development staff administers this financial assistance on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which may be referred to throughout this letter as the Agency. Any changes in project costs, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

This letter is not to be considered as approval of financial assistance or as a representation as to the availability of funds. The financial package may be completed on the basis of a Rural Development loan not to exceed \$641,000, a Rural Development grant not to exceed \$1,594,000, for a total project cost of \$2,235,000. Funds will be considered approved on the date Form RD 1940-1, Request for Obligation of Funds, is signed by the Agency approval official.

By accepting this loan, you agree to refinance (graduate) the unpaid loan balance, in whole or in part, upon Rural Development's request. If at any time Rural Development determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, we will request that you refinance. Your ability to refinance will be assessed every other year on loans that are five years old or older.

For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple advances of Rural Development loan funds. The approving official may make an exception when interim financing is cost prohibitive or unavailable. Prior to advertising for bids, you must provide Rural Development with a copy of the tentative agreement reached in connection with interim financing for review and approval. Rural Development grant funds will be disbursed by multiple advances through electronic transfer of funds after interim financing or when Rural Development loan funds are expended.

Extra copies of this letter are being provided for use by your consulting engineer, attorney, bond counsel, and accountant. All parties may access information and regulations referenced in this letter at our website located at <https://www.rd.usda.gov/programs-services/water-environmental-programs/water->

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 680-7442 or email at program.intake@usda.gov.

waste-disposal-loan-grant-program. Any form, bulletin, or guide identified in this letter will be provided upon request.

The conditions referred to in the first paragraph of this letter are as follows:

1. **Project Description and Budget** – Funds will be used to construct the Lovington Sewer Project. Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred in by Rural Development.

Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs</u>	<u>Total Budgeted</u>
Construction	\$ 1,475,000
Bond Counsel Fees	\$ 40,500
Engineering Fees:	
PER	\$ 30,000
Environmental Report	\$
Basic	\$ 221,300
Inspection	\$ 120,000
Additional	\$ 120,700
Interest	\$ 80,000
Project Contingency	\$ 147,500
TOTAL PROJECT COSTS	\$ 2,235,000

2. **Project Funds** – Project funding is planned from the following sources and amounts:

<u>Project Funding Source</u>	<u>Funding Amount</u>
Rural Development Loan	\$ 641,000
Rural Development Grant	\$ 1,594,000
TOTAL PROJECT FUNDING	\$ 2,235,000

Prior to closing, any increase in non-Rural Development funding will be applied first as a reduction to Rural Development grant funds (up to the total amount of the grant) and then as a reduction to Rural Development loan funds.

Any changes in funding sources following obligation of Rural Development funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. You must assure that all project funds are expended only for the eligible items

included in the project budget of this letter of conditions or as amended by Rural Development in writing at a later date.

After providing for all authorized costs, any remaining Rural Development project funds will be considered to be Rural Development grant funds and refunded to Rural Development. If the amount of unused Rural Development project funds exceeds the Rural Development grant, that part would be Rural Development loan funds and applied as an extra payment to your loan

3. Organization – The Bond Transcript must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as the authority to borrow money, pledge security, and raise revenues.
4. Forms – You will be required to execute certain Agency forms in order to obtain financial assistance from Rural Development. A Resolution of Governing Body appointing an authorized representative to execute all forms must be provided. You must also provide minutes from the meeting at which the Resolution of Governing Body is adopted. Your signature on all required forms indicates your agreement to abide by all covenants outlined in the forms.
5. Notice of Intent to Apply – Within sixty (60) days of filing an application for financial assistance from Rural Development, you must publish a notice of intent to apply in a newspaper of general circulation in the proposed service area.
6. Public Meeting Requirement – You will be required to inform the general public about the proposed project by holding at least one public information meeting prior to the approval of your financial package. This meeting will give the citizenry an opportunity to become acquainted with the proposed project and voice any comments and/or concerns. Ten (10) days prior to the meeting, you will be required to publish a notice of the meeting in a newspaper of general circulation in the proposed service area. You will be required to provide Rural Development with a copy of the published notice, along with minutes from the meeting.
7. Bond Counsel – The services of a recognized bond counsel are required. In accordance with 7 CFR 1780, Subpart D, bond counsel will prepare the form of Bond Resolution to be used. You should immediately provide your bond counsel with a copy of this letter of conditions. The bond documents must reflect that you must maintain a 10% debt service reserve.

The final bond transcript must include a copy of the adopted Rate Ordinance/Resolution, along with the rules and regulations of the [water] [sewer] utility.

8. Security – The loan must be secured by a Revenue Bond, a pledge of the net revenues of your sewer utility of first priority on parity with all previous bond issues, and other agreements between you and Rural Development as set forth in the Bond Resolution, which must be properly adopted and executed by the

Mr. George T. Miller, Jr., Executive Director
 Nelson County Service Authority - Lovingson Sewer Improvements
 Loan - \$641,000; Grant - \$1,594,000
 Letter of Conditions – February 14, 2024

4

appropriate officials of your organization. The Bond will be fully registered as to both principal and interest in the name of the "United States of America, acting through the United States Department of Agriculture."

The bond and any resolution relating thereto must not contain any provisions in conflict with RUS Bulletin 1780-27, applicable regulations, or authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 United States Code (USC) 1983.

Additional security requirements are contained in RUS Bulletin 1780-27, Loan Resolution, [and RUS Bulletin 1780-12, Grant Agreement]. A copy of the minutes from the meeting at which the Loan Resolution is adopted must be provided to Rural Development.

A draft of all security instruments, including the bond resolution, form of bond, and bond counsel opinion, must be reviewed and concurred in by Rural Development prior to advertising for bids. Both the Bond and Loan Resolutions must be fully executed prior to closing.

As you have issued Bonds secured by sewer revenues to another lender(s), a Parity/Intercreditor Agreement between Rural Development and that lender(s) must be executed prior to loan closing. A draft of the agreement must be concurred in by Rural Development prior to advertising for bids.

9. Loan Repayment – The loan will be scheduled for repayment over a period of 40 years. For planning purposes, use a 2.25% interest rate and a monthly amortization factor of .00317, which provides for a monthly payment of \$2,032. The precise payment amount will be based on the interest rate at which the loan is closed and may be different.

Unless you choose otherwise, the interest rate will be the lower of the rate in effect at the time of loan approval or the time of closing. Should the interest rate outlined above be reduced at closing, your payment will be recalculated based on the lower rate. The payment due date will be established as the day the loan closes. If closing takes place on the 29th, 30th, or 31st, the payment due date will be the 28th.

Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, Authorization Agreement for Preauthorized Payments, for all new AND existing indebtedness to Rural Development prior to closing, which will allow for your payment to be electronically debited from your account on the day your payment is due.

10. Prepayment and Extra Payments – Prepayments of scheduled installments, or any portion thereof, may be made at any time with no penalty. Security instruments, including bond documents, must contain the following language regarding extra payments:

Prepayments of scheduled installments, or any portion thereof, may be made at any time. Refunds, extra payments, and loan proceeds obtained from outside sources for the purpose of paying down this debt shall, after payment of interest, be applied to the installments last to become due and shall not affect the obligation to pay the remaining installments as scheduled.

11. Legal Services Agreement – You will be required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, as well as a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7 may be used as a guide in preparing the agreement. The agreement must be concurred in by Rural Development prior to advertising for bids. Any changes to the fees or services outlined in the original agreement must be reflected in an amendment to the agreement and have prior Rural Development concurrence.
12. Code of Conduct/Conflict of Interest Policy – You must adopt and maintain a written code or standards of conduct which shall govern the performance of your officers, employees, or agents engaged in the award and administration of contracts supported by Rural Development funds. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Rural Development funds if a conflict of interest, real or apparent, would be involved.
13. System Users – This letter of conditions is based upon your indication (at the application stage) that there will be at least 168 residential, 109 non-residential, users on the sewer system when construction is completed.

Before Rural Development can agree to the project being advertised for construction bids, you must certify that the number of users specified at the application stage are currently using the system and/or have signed up to use the system once it is operational. If the actual number of existing and/or proposed users is less than the number indicated at the time of application, you must provide Rural Development with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project, i.e., increase user rates, sign up an adequate number of other users, reduce project scope, etc. Similar action is required if there is cause to modify the anticipated flows or volumes.

Evidence of users will consist of your written certification as to the number of users actually connected to and using the existing system (paying monthly bills).

14. System Policies and Procedures – The facility must be operated on a sound business plan which involves adopting policies and procedures outlining the conditions of service and use of the proposed system. The policies and procedures must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees.

Your policies and procedures must be submitted for Rural Development review and concurrence.

15. **Proposed Operating Budget and User Rate Analysis** – You must establish and/or maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves. Prior to written authorization from Rural Development to proceed with the bidding phase, you will be required to submit a copy of your proposed annual operating budget and rate analysis. The operating budget should be based on a typical year's cash flow subject to completion of this project in the first full year of operation. The rate analysis will be required to show the number of users, their average consumption based on a twelve-month consecutive average, and a rate structure to support the necessary revenue to make the operating budget cash flow. Form RD 442-7, Operating Budget, or similar form may be utilized for this purpose.

Prior to closing or the start of construction, whichever occurs first, you must provide evidence that the rate resolution has been adopted, as well as evidence indicating the rates will be placed into effect at the beginning of the first full year of operation after construction of this project.

If revenues will be generated in the form of Availability fees, an agreement must be prepared by your attorney and accompanied by a certification from the attorney that use of the agreement is permissible pursuant to Virginia statutory law. The attorney's certification must cite the Virginia statute and state the agreement provides additional security for the loan. This agreement must be submitted to Rural Development for review by our office and our Office of General Counsel. It is suggested a draft agreement be submitted prior to its execution.

It is expected that operation and maintenance will change over each successive year, and user rates will need to be adjusted on a regular basis. Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system. If you are interested, please contact our office for more information.

16. **Property Rights** – Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate, continuous, and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over lands and rights will be evidenced by the following:
 - a. **Right-of-Way Map** – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
 - b. **Form RD 442-20, Right-of-Way Easement** – This form may be used to obtain any necessary easements for the proposed project. If this form is not utilized, a copy of the easement to be used must be approved by Rural Development.

Each executed easement need not be provided this office; however, each must be available for Rural Development review.

- c. Form RD 442-21, Right-of-Way Certificate – You will provide a certification on this form that all rights-of-way have been obtained for the proposed project. This form may contain a few exceptions, such as properties that must be condemned, and you must provide the estimated date for obtaining any rights-of-way listed as exceptions. Prior to start of construction or closing, whichever occurs first, a new Form 442-21, which does not provide for any exceptions, must be provided.
- d. Form RD 442-22, Opinion of Counsel Relative to Rights-of-Way – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way. This form may contain a few exceptions, such as properties that must be condemned, and your attorney must provide the estimated date for obtaining any rights-of-way listed as exceptions. Prior to start of construction or closing, whichever occurs first, a new Form 442-22, which does not provide for any exceptions, must be provided.
- e. Preliminary Title Opinion – When applicable, your attorney will provide a preliminary title opinion for all property, both currently owned and to be acquired, related to the facility. Copies of deeds, contracts, or options must also be provided. Form RD 1927-9, Preliminary Title Opinion, may be used.
- f. Final Title Opinion – Prior to closing or start of construction, whichever occurs first, your attorney must furnish a final title opinion for all property, both currently owned and newly acquired, related to the facility. Copies of recorded deeds for any newly acquired property must also be provided. Form RD 1927-10, Final Title Opinion, may be used.

The Rural Development approval official may waive title defects or restrictions, such as utility easements, that do not adversely affect the suitability, successful operation, security value, or transferability of the facility. Any such waivers must be provided by the approval official in writing prior to closing or the start of construction, whichever occurs first.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. Rural Development may require an appraisal by an independent appraiser or Rural Development employee in order to validate the price to be paid.

If rights-of-way are not needed for the proposed project, a certification to that effect from your attorney will satisfy items a through d above.

- 17. Reserves – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated, emergency maintenance and repairs; assist with debt service should the need arise; and for the replacement of assets which have a useful life less than the repayment period of the loan. The following reserves are required to be established as a condition of this financial assistance:

- a. Short-Lived Asset Reserve – You must establish a short-lived asset reserve fund. Based on the Preliminary Engineering Report, you must deposit at least \$8,940 annually into this reserve fund for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your utility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.
 - b. Operation and Maintenance Reserve – Current assets will be used to establish and maintain a reserve for unanticipated operation and maintenance expenses. The amount required to be set aside is \$88,572, which equates to a 25% reserve based on estimated operation and maintenance expenses during the first full year of operation after construction.
 - c. Debt Service Reserve – As a part of this loan proposal, you must establish a restricted debt service reserve fund equal to at least one annual loan installment. Deposits into the reserve fund will begin at the same time amortized loan installments begin. The reserve will be accumulated at the rate of 10% of each loan installment for a period of 10 years. Ten percent of the proposed loan installment would equal \$203.20 per month and should be deposited monthly until a total of \$2,438.40 has been accumulated. This reserve must be maintained throughout the life of the loan, and prior written concurrence from Rural Development must be obtained before funds may be withdrawn from the account. If funds are withdrawn, deposits will continue as outlined above until the reserve is fully replenished. **The debt service reserve fund should be reflected in your annual audit.**
18. Insurance and Bonding Requirements – Prior to the start of construction or closing, whichever occurs first, you must acquire and submit to Rural Development proof of the types of insurance and bond coverage. The use of deductibles may be allowed, provided you have the financial resources to cover potential claims requiring payment of the deductible. Rural Development strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.
- a. General Liability Insurance – Include vehicular coverage.
 - b. Workers' Compensation – In accordance with appropriate State laws.
 - c. Fidelity or Employee Dishonesty Bonds – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction

and throughout the life of the loan, the amount of coverage must be for at least the total annual debt service of all outstanding Rural Development loans. Rural Development will be identified in the fidelity bond for receipt of notices. Form RD 440-24, Position Fidelity Schedule Bond, or similar format may be used.

- d. National Flood Insurance – If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the National Flood Insurance Program. Additionally, if the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of closing.
- e. Real Property Insurance – Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein, in an amount equal to the insurable value thereof. This does not apply to water reservoirs, standpipes, elevated tanks, or noncombustible materials used in treatment plants, clearwells, filters, and the like. Rural Development will be listed as mortgagee on the policy if Rural Development has a lien on the property.

Rural Development is to be listed as “other insured” so as to receive notifications on all insurance, regardless of security. Insurance types described above are required to be continued throughout the life of the loan.

- 19. Other Professional Services Contracts – In addition to contracts specifically mentioned in this letter of conditions, Rural Development must review and accept any and all contracts between the owner and any professional services provider, i.e., local counsel, bond counsel, auditor, accountant, financial advisor, etc. These contracts must be provided for our review prior to closing.
- 20. Permits – Prior to advertising for bids, the owner or responsible party is required to obtain all applicable permits for the project. With submission to Rural Development of the final plans, specifications, and bid documents, the consulting engineer must identify and address the need and adequacy of all certificates, permits, licenses, etc., needed for the construction and operation of the facility. Written evidence must also be submitted that all applicable permits needed prior to construction have been obtained.
- 21. Environmental – At the conclusion of this proposal’s environmental review process, specific actions were determined necessary to avoid or minimize adverse environmental impacts. The following actions are required for successful completion of the project and must be adhered to during project design and construction:
 - a. All required Federal, State and Local permits will be obtained prior to beginning any construction activities.

- b. Erosion and sediment control measures must be implemented in accordance with the current edition of the Virginia Erosion and Sediment Control Handbook and the Virginia Erosion and Sediment Control Regulations, which are available online: <https://www.deq.virginia.gov/water/stormwater/esc-handbook> In most localities, if the total land disturbance exceeds 10,000 square feet, an erosion and sediment control plan will be required. Erosion and sediment control requirements are regulated by the local government where your land disturbing activity is occurring. Please contact the appropriate county, city or town for information and compliance requirements.
- c. If Karst features are encountered during the project, please coordinate with Wil Orndorff at the Virginia Dept. of Conservation and Recreation to document and minimize any adverse impacts. If the project involves filling or “improvement” of sinkholes or cave openings, DCR would like detailed location information and copies of the design specifications. In cases where sinkhole improvement is for stormwater discharge, copies of VDOT Form EQ-120 will suffice. A link to the “Karst Assessment Guidelines” developed by the Virginia Cave Board for land development can be found at <http://www.dcr.virginia.gov/natural-heritage/cavehome>. Mr. Orndorff may be reached at (540) 553-1235 or Wil.Orndorff@dcr.virginia.gov.
- d. In order to protect bat species, a time of year restriction will be implemented to prohibit any required tree removal or other site clearance activities from April 1-November 15.
- e. Fugitive dust caused by the movement of construction materials and construction equipment will be controlled by adherence to the Virginia Department of Environmental Quality (DEQ) regulations and 9 VAC 5-50-60 et.seq., which governs the abatement of visible emissions and fugitive dust emissions. Measures include, but are not limited to, the following: Use, where possible, of water or chemicals for dust control, Installation and use of hoods, fans, and fabric filters to enclose and vent the handling of dusty materials, covering of open equipment for conveying materials, and prompt removal of spilled or tracked dirt or other materials from paved streets and removal of dried sediments resulting from soil erosion. Land clearing wastes (vegetative debris) generated during construction should be properly managed in accordance with applicable regulations and local ordinances. Shredding/chipping of vegetative debris and reuse on-site is recommended over open burning. If project activities include open burning or the use of special incineration devices, this activity must meet the requirements under 9 VAC 5-130-10 through 9 VAC 130-60 and 9 VAC 5-130-100 of the Regulations for open burning. In addition, the Regulations provide for, but do not require, the local adoption of a model ordinance concerning open burning. The applicant should contact local fire officials to determine what local requirements, if any, exist. Contact the local DEQ Regional Office with questions related to air pollution control and permitting.
- f. Construction will be limited to normal daylight hours, Monday – Friday, except in emergency situations.

- g. When encountering inadvertent or unanticipated discoveries, the following requirements will be implemented and included in on-site construction documents.
 - A. Inadvertent discoveries on state and private lands shall comply with applicable state notification standards, federal laws, 36 CFR Part 800.13, and the ACHP's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007). The Rural Utilities Service (RUS) applicants shall ensure that their contractors maintain a copy of the inadvertent discoveries plan onsite for review.
 - B. Discoveries on private and state lands:
 - 1. If historic properties are discovered, all work, including vehicular traffic must immediately stop within a 50ft. radius of the discovery.
 - 2. If discoveries are made that contain burial sites or human remains, all work, including vehicular traffic must immediately stop within a 100ft. radius of the discovery.
 - 3. For all discoveries work should also stop in the surrounding area where further historic properties, subsurface burial sites, or human remains can reasonably be expected to occur.
 - 4. The relevant law enforcement authorities will be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws. If law enforcement determines the remains to not be part of a criminal investigation or a crime scene, the applicant will notify the RUS, SHPO, and Indian tribes. The evaluation of human remains will be conducted at the site of discovery by an SOI-qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition.
 - 5. Within 48 hours of receiving notification of an inadvertent discovery, the RUS applicant and appropriate local authorities will inspect the work site to ensure that all work, including vehicular traffic, has ceased, and protect the area of discovery from looting and vandalism.
 - 6. All archaeologists or other specialists, as appropriate, employed in response to inadvertent discoveries will be SOI-qualified and have the knowledge to assess the resources within an undertaking's APE.
 - 7. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel will contact the appropriate legal authorities immediately if the landowner has not already done so.

8. Work may not resume in the area of the discovery until a notice to proceed has been issued by the RUS. The RUS will not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.
- C. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.
- h. All work with the potential to effect roadways or other transportation facilities will be reviewed and coordinated with the VDOT District office and the local residency office. Construction along roadways will require some flagging of traffic, however, road closures will be limited and will be coordinated with VDOT and the County. Road signs should be provided to alert drivers, bicyclists and pedestrians of utility and construction work ahead, and any detours necessary to navigate around the utility work. All VDOT permits will be obtained prior to construction.
 - i. Stormwater management planning and permitting is required through the VA Dept. of Environmental Quality (DEQ) should your land disturbance be greater than one (1) acre or lie within the boundaries of a common plan of development. Information, permit application, and regulations on our stormwater management program are available online at:
<https://www.deq.virginia.gov/water/stormwater>. Contact the local DEQ Regional Office for more information.
 - j. The VA Dept. of Environmental Quality (DEQ) administers the Virginia Solid Waste Management Regulations and the Virginia Hazardous Waste Management Regulations. All solid wastes generated at the site will be reduced at the source, reused, or recycled. All hazardous wastes should be minimized. Otherwise, all solid waste and hazardous waste must be managed in accordance with all applicable federal, state, and local environmental regulations. Contact the local DEQ Regional Office for more information.
 - k. The use of herbicides or pesticides for construction or landscape maintenance should be in accordance with the principles of integrated pest management. The least toxic pesticides that are effective in controlling the target species will be used. Please contact the Virginia Department of Agriculture and Consumer Services at (804) 786-3501 for more information.
 - l. For unavoidable impacts to streams and wetlands, the following practices will be implemented: use of directional drilling from upland locations; operation of machinery and construction vehicles outside of stream-beds and wetlands; use of synthetic mats when in-stream work is unavoidable; stockpiling of material excavated from the trench for replacement if directional drilling is not feasible; and preservation of the top 12 inches of trench material removed from wetlands for use as wetland seed and root stock in the excavated area.
 - m. Federal and state governments regulate impacts to streams and wetlands. The Virginia Marine Resources Commission serves as the clearinghouse for the Joint Permit Application (JPA) used by: (1) U.S. Army Corps of Engineers for

issuing permits pursuant to § 404 of the Clean Water Act and § 10 of the Rivers and Harbors Act; (2) Department of Environmental Quality for issuance of Virginia Water Protection Permit pursuant to § 401 of the Clean Water Act, Virginia Code § 62.1-44.2 et seq., Virginia Code § 62.1-44.15:5, and Virginia Administrative Code 9 VAC 25-210-10 et seq.; and (3) Virginia Marine Resources Commission regulates encroachments on or over state-owned subaqueous beds as well as tidal wetlands pursuant to Virginia Code §28.2-1200 through 1400. Contact VMRC at (757) 247-2200 to determine the need for a JPA for this project. VMRC will distribute the application to the appropriate agencies. Each agency will conduct its review and respond.

- n. Any impacts to floodplains will be unavoidable and temporary. No permanent structures will be constructed within the 100-year floodplain. All disturbed areas will be restored to pre-construction contours and all denuded areas will be revegetated immediately.

Your consulting engineer MUST insert the above mitigation measures in RUS Bulletin 1780-26, Attachment 6, Section 19.10, A.5. In addition, Item A.3, including (a) (i through vii), must be stricken in its entirety, as the mitigation measures above include more specific language related to inadvertent discoveries.

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations, and/or permits may apply or be required. If the project or any element thereof deviates or is modified from the originally approved project, additional environmental review may be required.

22. Litigation – You are required to notify Rural Development within 30 days of receiving notification of being involved in any type of litigation. Additional documentation regarding the situation and litigation may be requested by Rural Development.
23. Technical, Managerial and Financial Capacity – It is required that members of the Board of Directors, Council members, trustees, commissioners, and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, as well as a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. You may contact Rural Development for information.
24. Certified Operator – Evidence must be provided that your system has, or will have, as defined by applicable State or Federal requirements, a certified operator prior to the system becoming operational. Otherwise, a suitable supervisory agreement with a certified operator must be in place.

25. Suspension and Debarment Screening – As a participant with Federal funding, you will be asked to provide information on the principals of your organization. Rural Development staff must conduct screening for suspension and debarment of your organization, as well as its principals, through the Do Not Pay portal. Principal is defined as:
- a. An officer, director, owner, partner, principal investigator, or other person within a participant that has management or supervisory responsibilities related to a covered transaction; or
 - b. A consultant or other person, whether or not employed by the participant or paid with Federal funds, who:
 1. Is in a position to handle Federal funds;
 2. Is in a position to influence or control the use of those funds; or
 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction (see 2 CFR, Part 180, Section 180.995).

In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower-tier recipients, i.e., vendors, contractors, etc.

26. American Iron and Steel (AIS) - Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an AIS requirement to obligations made after May 5, 2017:
- a. No Federal funds made available for this fiscal year for the rural water, wastewater, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 USC 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
 - b. The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
 - c. The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that:
 1. Applying the requirement would be inconsistent with public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:

- a. **Signing loan resolutions, grant agreements, and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.**
- b. **Signing change orders (i.e., C-941 of EJCDC) and partial payment estimates (i.e., C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.**
- c. **Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.**
- d. **Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and onsite during construction. For owner construction (force account), all clauses from this section must be included in the Agreement for Engineering Services.**
- e. **Where the owner directly procures AIS products, including AIS clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.**

27. Build America, Buy America Requirements (BABA)

- a. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured

product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it neither applies to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the infrastructure project, nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

- b. Waivers - When necessary, recipients may apply for, and the Agency may grant, a waiver from these requirements. The Agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the Agency determines that:

1. Applying the domestic content procurement preference would be inconsistent with the public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The Agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

- c. Definitions:

1. "Construction materials" includes an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates, such as stone, sand, or gravel, or aggregate-binding agents or additives that are or consist primarily of:

- a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall
2. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.
 3. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.
 - 4 “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Owners are ultimately responsible for compliance with the domestic preference requirements as outlined in RUS Bulletin 1780-35 or the Build America Buy America (BABA) Appendix, which is attached to this letter of conditions.

28. Agreement for Engineering Services – You will be required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance and supplemented by Virginia’s “Agreement for Engineering Services Guidance.” Rural Development will provide concurrence prior to advertising for bids and must approve any modifications to the agreement.
29. Contract Documents, Procurement, and Final Plans and Specifications – Construction contracts will be competitively bid. All development will be completed in accordance with the applicable provisions of RUS Instruction 1780, Subpart C; in compliance with all statutory requirements; and must be submitted for Rural Development concurrence prior to advertising for bids. You are responsible for sharing this with your consulting engineer before pre-design:
 - a. The plans and specifications and all proposals required by law must be approved by the appropriate State regulatory agency.

- b. In preparing final design and providing service to the planned project area, you and your consulting engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.
- c. Rural Development will need to concur in the plans and specifications prior to advertising for bids. Rural Development may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.
- d. The use of any procurement method other than competitive sealed bid must be requested in writing and approved by Rural Development.
- e. Contract documents must consist of the EJCDC construction contract documents, as well as the following:
 - 1. The documents as listed in Virginia's "Construction Contract Documents Guidance," supplemented by RUS Bulletin 1780-26.
 - 2. Plans and specifications and all addenda.

You must also provide evidence that the appropriate State regulatory agency has concurred with the final design of the project.

30. **Bid Authorization** – Rural Development may authorize you to advertise the project for construction bids once all the conditions outlined in this letter have been met. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening, you must provide Rural Development with (a) a bid tabulation, (b) recommendations from you and your engineer as to the acceptability of the bids received, (c) your recommendations for contract awards, and (d) a revised project budget based upon current prices. The revised project budget will not include a construction contingency greater than five (5) percent of the construction items. If, after bidding, it is determined there are Rural Development funds in excess of that necessary to complete the project, you will work with Rural Development to cancel funds not needed for successful completion of the project.

Once all parties agree the construction bids received are acceptable; adequate funds are available to cover the total facility costs; and all administrative conditions for approval of financial assistance have been satisfied, Rural Development will authorize you to issue the Notice of Award and closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met prior to closing.

Closing instructions must be obtained prior to advertising for bids, and closing will not be scheduled until these instructions are received from Rural Development. When all parties agree that the closing requirements can be met, a mutually acceptable date for the closing will be scheduled.

RUS Bulletin 1780-12, Association Water or Sewer System Grant Agreement will be executed prior to the first disbursement of grant funds. The grantee understands that any property acquired by or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 Code of Regulations (CFR) Part 200 in effect at this time and as may be subsequently modified. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government of the market value in proportion to its participation in this project.

31. Cost Overruns – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding, or other means will be considered prior to commitment of subsequent funding from Rural Development. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.
32. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so. Once your attorney has certified that they are acceptable, the contract documents will be submitted to Rural Development for concurrence. The Notice to Proceed cannot be issued until Rural Development has concurred with the construction contracts.
33. Resident Inspection – Full-time inspection is required for this project. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred in by Rural Development. Prior to the preconstruction conference, a resume' of qualifications of any resident inspector(s) will be submitted to the owner and Rural Development for review and approval. The owner will provide a letter of acceptance for all proposed inspectors to the consulting engineer and Rural Development. The resident inspector(s) must also attend the preconstruction conference.
34. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with Rural Development, owner, resident inspector, attorney, contractor, other funders, and other interested parties and will provide minutes of this meeting to the owner and Rural Development.
35. Change Orders – A change order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications, such as any time extension requests. Prior Rural Development concurrence is required for all change orders.
36. Payments – Prior Rural Development concurrence is required for all invoices and partial payment estimates before Rural Development and/or interim financing funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service

provider prior to Rural Development concurrence. Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

37. Disbursement of Funds – Rural Development or interim financing funds will be advanced as they are needed in the amount necessary, over thirty-day periods, to cover Rural Development's proportionate share of any disbursements required of your organization. The Debt Collection Improvement Act (DCIA) of 1996 requires that all Federal payments be made by Electronic Funds Transfer/ Automated Clearing House (EFT/ACH). You will have funds directly deposited to a specified account at a financial institution with funds being available to the recipient on the date of payment. You should complete Form SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form, for each account where funds will be electronically received. The completed form(s) must be submitted to Rural Development prior to advertising for bids.

You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 Code of Federal Regulations (CFR), Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation, and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral in accordance with 31 CFR, Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

Rural Development grant funds will be advanced as they are needed in the amounts necessary to cover Rural Development's proportionate share of obligations due and payable. Upon receipt, Federal funds must be deposited in an interest-bearing account in accordance with 2 CFR 200, Section 200.35, except as follows:

- a. Federal grant awards (includes all federal funding sources) less than \$120,000 per year.
- b. The best reasonably available interest-bearing account would not be expected to earn in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the executed Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

Interest earned on Federal advance payments in excess of \$500 per year will be submitted to Rural Development annually.

38. Use of Remaining Funds – Applicant contribution and connection or tap fees, if any, will be the first funds expended in the project, followed by non-Rural Development sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:
- a. Remaining funds may be used for eligible loan and/or grant purposes provided the use will not result in major changes to the original scope of work and the purpose of the loan and/or grant remains the same.
 - b. Grant funds (if any) not expended for authorized purposes will be cancelled after final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of Rural Development's intent to cancel the remaining funds and given appropriate appeal rights.
 - c. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.
 - d. **Under no circumstance is it appropriate to use remaining funds for a new project outside of the scope of the funded project.**
39. Inspections – Rural Development requires pre-final and final inspections, as well as a warranty inspection. Your consulting engineer will schedule a warranty inspection with the contractor and Rural Development before the end of the warranty period to address and/or resolve any warranty issues. Rural Development will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan.
40. Construction Completion Timeframe – All projects are required to be completed and all funds disbursed within three (3) years of obligation. If funds are not disbursed within three (3) years of obligation, you must submit a written waiver request with adequate justification of extenuating circumstances beyond your control for an extension of time. Requests for waivers beyond the initial extension will be submitted through the State Office to the Assistant Administrator for concurrence.
41. System for Award Management (SAM) – As the recipient, you must maintain the currency of your information in SAM.gov until (a) you submit to Rural Development the final financial report required by this award and (b) all funds under this award have been disbursed or cancelled, whichever is later. This requires that you review and update your information at least annually after the initial registration and more frequently if required by changes in your information or another award term. Recipients can register online at www.sam.gov.
42. Risk and Resilience Assessment (RRA)/ Emergency Response Plan (ERP) – Rural Development requires all financed water and sewer systems to have an RRA and ERP in place. Technical assistance providers are available to provide assistance in developing these documents if needed. Prior to bid authorization, you must provide certification that an RRA and ERP are complete.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

You will be required to submit a certification to the servicing office every five years that the RRA/ERP is current and covers all sites related to the facility. The RRA/ERP documents themselves are not required to be submitted to Rural Development. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

43. Reporting Requirements Related to Expenditure of Funds – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by the United States Department of Agriculture (USDA), through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from Rural Development. The audit must be prepared by an independent licensed Certified Public Accountant and must be submitted within nine (9) months of your fiscal year-end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to Rural Development prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit to be completed, the time frame in which the audit will be completed, and how irregularities will be reported.

Compensation for the preparation of this audit is not included in project funds and should be paid from the revenues generated from your system's operation.

44. Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official and will consist of financial information a current rate schedule, and a listing of Board members with their terms. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP) and must include, at a minimum, a balance sheet and income and expense statement. **The annual report will include separate reporting for each water and waste disposal facility and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility.** All records, books, and supporting materials are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost to assist with the preparation of financial reports.

The criteria for determining the type of financial report to be submitted are specified below:

- a. Audits – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from Rural Development. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant and must be submitted within nine (9) months of your fiscal year-end.

If an audit is required, you must enter into a written agreement with the auditor and submit a copy to Rural Development prior to the advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.

- b. Financial Statements – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit. These financial statements must include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, Statement of Budget, Income and Equity, and Form RD 442-3, Balance Sheet, or similar format to provide the financial information. The financial statements must be signed by the appropriate official and submitted within 60 days of your fiscal year-end.
- c. Quarterly Reports – Quarterly income and expense statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information. The reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter's end. Rural Development will notify you in writing when the quarterly reports are no longer required.

Rural Development hereby waives the requirement to submit quarterly reports.

45. Annual Budget and Projected Cash Flow – Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow. With the submission of the annual budget, you will be required to provide a current rate schedule, and a current listing of the Board or Council

members and their terms. The budget must be signed by the appropriate borrower official. Form RD 442-2 or similar format may be used.

Technical assistance is available at no cost to assist with the evaluation and completion of a rate analysis and the preparation of your annual budget. If you are interested, please contact our office for information.

46. Security/Operational Inspections – Rural Development will inspect the facility and conduct a review of your operations and records management system every three years for the life of the loan. You must participate in these inspections and provide the required information.
47. Compliance Reviews and Data Collection – Rural Development will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

A compliance review will be conducted concurrent with closing or the start of construction, whichever occurs first, with subsequent compliance reviews conducted every three to six years. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. Rural Development will utilize this data as part of the required compliance review.

48. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:
 - a. Section 504 of the Rehabilitation Act of 1973 – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.
 - b. Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 *et seq.*) prohibits discrimination on the basis of disability in employment,

State and local government services, public transportation, public accommodations, facilities, and telecommunications.

- d. Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. Limited English Proficiency (LEP) under Executive Order 13166 – LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”
- f. Controlled Substances Act – Even though State law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Act should be directed to your Rural Development servicing office who will contact our Office of General Counsel as appropriate.

Rural Development financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by Rural Development) informing users of these requirements, and Rural Development will monitor your compliance with these requirements during regular compliance reviews.

As a recipient of federal financial assistance, you must also comply with all applicable Federal, state, and local statutes, ordinances, regulations, and codes. The major portions of existing rules and regulations which must be met are included in RD Instruction 1780, Subparts B, C, and D. No modifications or waiver of any portion of these regulations is authorized. Such regulations shall govern regardless of any misinterpretation, omission, misunderstanding, or statements made by any Rural Development employee. The most critical requirements of the instructions have been highlighted or clarified in this letter.

We believe the information herein clearly sets forth the action which must be taken; however, if you have any questions, please do not hesitate to contact my office.

Mr. George T. Miller, Jr., Executive Director
Nelson County Service Authority - Lovingson Sewer Improvements
Loan - \$641,000; Grant - \$1,594,000
Letter of Conditions – February 14, 2024

26

Please complete Form RD 1942-46, Letter of Intent to Meet Conditions, and Form RD 1940-1, Request for Obligation of Funds, if you desire that further consideration be given to your application.

If the conditions set forth in this letter are not met within (12) months from the date hereof, Rural Development reserves the right to withdraw funding. In the event the project has not advanced to the point of bidding within (12) months and it is determined the applicant still wishes to proceed, it may be necessary to review the conditions outlined in this letter. If during that review it is determined the conditions are no longer adequate, Rural Development reserves the right to require that the letter of conditions be revised or replaced.

Sincerely yours,

**CYNTHIA
LEONARD**

Digitally signed by CYNTHIA
LEONARD
DN: c=US, o=U.S. Government,
ou=Department of Agriculture,
cn=CYNTHIA LEONARD,
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Date: 2024.02.14 14:43:09
05'00'

for

LAURETTE TUCKER
CP, Acting Program Director
USDA, Rural Development

Attachment: Appendix –BABA and AIS Interim Guidance dated May 14, 2022

cc: State Director, Rural Development, Richmond, VA
Attorney
Bond Counsel
Accountant
Engineer

USDA United States Department of Agriculture
Office of the General Counsel

Eastern Region
1718 Peachtree Street, NW, Suite 576
Atlanta, Georgia 30309-2437

Telephone: (404) 693-0695
Facsimile: (844)-217-8320

July 10, 2024

Rural Development 1606
Santa Rosa Rd
Suite 238
Richmond, VA 23229

ATTN: Kapanga, Masengo
Community Programs Specialist

SUBJECT: Nelson County Support Agreement
Support Agreement Review

We have reviewed your request for approval of a Support Agreement between Nelson County Service Authority (the "Authority") a Support Agreement in its bond financing with the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture. As the purpose of the Support Agreement is to allow the County of Nelson, Virginia (the "County") to legally transfer funds by annual appropriations to the Authority to be counted, and used, as revenues of the Authority's wastewater (sewer) system for the Authority Bond. After reviewing the Support Agreement and the Memorandum from Counsel; the Support Agreement would not negatively affect the Agency's security or lien position. The Draft Agreement is acceptable and may be executed.

Sincerely,

JAY MCWHIRTER
Deputy Regional Attorney

/s/ Carlton Stewart
Carlton Stewart
Attorney

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Board of Directors

OF THE Nelson County Service Authority

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Wastewater System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Nelson County Service Authority

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Six Hundred Forty One Thousand & 00/100 (\$641,000)

pursuant to the provisions of Chapter 51, Title 15.2 Code of Virginia, as amended; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 1,594,000

under the terms offered by the Government; that the Executive Director

and Secretary/Treasurer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas 5 Nays _____ Absent _____

IN WITNESS WHEREOF, the Board of Directors of the

Nelson County Service Authority has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this Thursday, 18th day of July, 2024

Nelson County Service Authority

(SEAL)

By



Title

Executive Director

Attest:



Title Secretary/Treasurer

INSTRUMENT 202401419
RECORDED IN THE CLERK'S OFFICE OF
NELSON CIRCUIT COURT ON
JULY 22, 2024 AT 03:40 PM
LISA D. BRYANT, CLERK
RECORDED BY: KXT

hgt

USDA United States Department of Agriculture
Office of the General Counsel

Eastern Region
1718 Peachtree Street, NW, Suite 576
Atlanta, Georgia 30309-2437

Telephone: (404) 693-0695
Facsimile: (844)-217-8320

July 10, 2024

Rural Development 1606
Santa Rosa Rd
Suite 238
Richmond, VA 23229

ATTN: Kapanga, Masengo
Community Programs Specialist

SUBJECT: Nelson County Support Agreement
Support Agreement Review

We have reviewed your request for approval of a Support Agreement between Nelson County Service Authority (the "Authority") a Support Agreement in its bond financing with the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture. As the purpose of the Support Agreement is to allow the County of Nelson, Virginia (the "County") to legally transfer funds by annual appropriations to the Authority to be counted, and used, as revenues of the Authority's wastewater (sewer) system for the Authority Bond. After reviewing the Support Agreement and the Memorandum from Counsel; the Support Agreement would not negatively affect the Agency's security or lien position. The Draft Agreement is acceptable and may be executed.

Sincerely,

JAY MCWHIRTER
Deputy Regional Attorney

/S/ Carlton Stewart
Carlton Stewart
Attorney



GENTRY LOCKE
Attorneys

Lindsey N. Rhoten

Lrhoten@gentrylocke.com

P: (804) 956-2070

F: (540) 983-9400

July 8, 2024

VIA EMAIL AND REGULAR MAIL:

Philip Payne, County Attorney

P.O. Box 299

Lovingston, Virginia 22949

phillip.payne@phillippaynelaw.com

Board of Supervisors of Nelson County, Virginia

Jesse Rutherford, East District

jrutherford@nelsoncounty.org

J. David Parr, Chairman, West District

dparr@nelsoncounty.org

Tommy D. Harvey, North District

harveyasc@gmail.com

Ernie Reed, Vice Chair, Central District

ereed@nelsoncounty.org

Dr. Jessica Ligon, South District

jligon@nelsoncounty.org

Candy McGarry, County Administrator and Clerk of Board of Supervisors

P.O. Box 336

Lovingston, VA 22949

cmcgarry@nelsoncounty.org

RE: Appeal of June 26, 2024 Planning Commission Substantial Accord Determination
(Wild Rose Solar Project)

Dear Chairman Parr and Members of the Board of Supervisors:

This firm represents Wild Rose Solar Project, LLC (“**Applicant**”). On June 26, 2024, Applicant appeared before the Planning Commission for a public facilities review (also known as a “2232 review”) for a proposed 90 MWac solar facility (the “**Project**”) to be located in the County on property owned by Weyerhaeuser Company and Joe and Bobby Hickey (the “**Landowners**”). The Commission voted 4-1 to find the Project not substantially in accord with the Comprehensive Plan. Applicant, on behalf of itself and the Landowners, hereby appeals to the Nelson County

July 8, 2024

Page 2

Board of Supervisors pursuant to Va. Code § 15.2-2232(B), to overrule the Planning Commission, for the reasons stated in the Petition for Appeal (**Exhibit A**, attached).¹

In the spirit of cooperation, and to allow sufficient time to meet, discuss and negotiate a siting agreement, Applicant is willing to waive the 60-day appeal hearing period. While the Applicant agrees to waive the 60-day appeal hearing period, the Applicant requests that the appeal be heard during the same Board of Supervisors meeting as the Special Use Permit and Siting Agreement.

Sincerely,

GENTRY LOCKE

/s/ Lindsey N. Rhoten

Lindsey N. Rhoten
Counsel for Applicant

Cc: Scott Foster, Esq. – via email only to sfoster@gentrylocke.com
Jeannine Johnson – via email only to jjohnson@savionenergy.com
Lauren Devine – via email only to ldevine@savionenergy.com

¹ Applicant incorporates herein all materials attached to this letter and all materials submitted to Staff and the Planning Commission in support of the application for the Project approval and reserves the right to supplement or amend this appeal and provide further support in advance of any hearing.

PETITION FOR APPEAL
(Va. Code § 15.2-2232(B))

PETITIONER, Wild Rose Solar Project, LLC (“*Applicant*”), on behalf of itself and Weyerhaeuser Company and Joe and Bobby Hickey (“*Landowners*”), respectfully requests the Board of Supervisors of Nelson County overrule the Planning Commission’s determination that Applicant’s proposed project is not substantially in accord with the Comprehensive Plan, for the following reasons:

1. Applicant has applied for a special use permit to develop an approximately 90 MW solar facility to be located in the County (the “*Project*”).

2. In addition to the Special Use Permit, Applicant must present the Project to the Planning Commission for a public facilities review under Virginia Code § 15.2-2232, pursuant to which the Planning Commission is to make a finding as to whether “the general location or approximate location, character, and extent” of the Project is “substantially in accord with the adopted comprehensive plan or part thereof.” *Id.* (also known as a “2232 review”).

3. On June 26, 2024, Applicant presented the Project to the Planning Commission for the 2232 review. For the reasons set forth herein and in Applicant’s submissions to date, the Project’s general or approximate location, character and extent is substantially in accord with the County’s Comprehensive Plan, including the “parts thereof” that directly address solar development. Chapter Three of the Comprehensive Plan “Shaping Community Character” directly addresses Alternative/Renewable Energy and states the following objective: “[i]t is the *duty* of all localities across the Commonwealth to plan for alternative energy sources, such as solar and wind facilities, and *Nelson County is no exception*... Nelson County must work with developers to help accommodate the generation of energy through alternative sources *as much as is feasible*.”¹ This

¹ Nelson County Comprehensive Plan, 33 (emphasis added).

section of the Comprehensive Plan makes it clear that facilitating solar development is a priority for the County, subject to the guidance of the remainder of the plan.

4. This Project is located in a Rural Area on the Future Land Use Map. The Rural Areas section of Comprehensive Plan identifies solar installations as a ***Primary Land Use Type***.² The Planning Guidelines for the Rural Areas section state that solar developments should be well-sited to minimize impacts on viewshed and natural resources.³ The Project fulfills that directive. The Applicant has voluntarily proposed numerous Special Use Permit conditions that significantly exceed the requirements of the Nelson County Zoning Ordinance, including increased setbacks and buffers and additional studies and plans that demonstrate a commitment to ensuring that any potential impacts on scenic viewsheds and natural resources are mitigated. In addition, in its Special Use Permit application and presentation to the Planning Commission, Applicant has demonstrated that the Special Use Permit conditions and Project site features and topography will have minimal if any impact on the viewshed surrounding the project and Nelson County natural resources.

5. In addition to satisfying these key Comprehensive Plan elements, the Project also aligns with the Comprehensive Plan's broader goals, including encouraging renewable energy, preserving agriculture, and encouraging growth in the designated growth areas. As these goals are to some degree conflicting, it is logically impossible to fully satisfy them all – instead, these competing goals can only be reconciled by striking an appropriate balance. Even if the policy goals were wholly consistent (which they are not), for the Commission to make a positive finding that the Project is in substantial accord with the Comprehensive Plan, it is not necessary for the proposal to ***wholly*** align with every stated goal, or even every element of the Comprehensive Plan's solar

² *Id.* at 39 (emphasis added).

³ *Id.*

policies. Rather, a positive finding of substantial accord requires only that the *general or approximate location, character and extent of the proposed public facility be substantially in accord with the Comprehensive Plan*. This Project easily meets this standard, satisfying numerous directives of the Comprehensive Plan, both general in nature and specific to solar development.⁴

6. Yet, the Planning Commission voted 4-1 to find the Project not substantially in accord with the Comprehensive Plan. Their decision, however, was fundamentally flawed due to Commissioners consideration of factors unrelated to the 2232 analysis, negative bias and disregard for the Project attributes.

7. Commissioner Hauschner briefly mentioned relevant considerations for the 2232 review, but in doing so, made a number of factually inaccurate statements about the Project. Applicant is not suggesting that his misstatements were intentional – the Commissioner may have misunderstood the facts. Despite evidence presented to the contrary, Commissioner Hauschner stated that the Project would negatively impact scenic viewsheds and natural resources. Applicant demonstrated that existing vegetation will be utilized to screen the Project from the start of construction, and enhancement screening will be installed where necessary to ensure visual impacts are mitigated. The Project application also included visual simulations of the Project before and after construction showing that there were no visual impacts. In fact, the visual simulations before and after construction were the same image because this Project is almost completely screened with existing vegetation from the start of construction. Applicant noted that they evaluated the distance and topography between the Project and the scenic vistas in the Comprehensive Plan and no impacts are expected. Lastly, the Application, Staff Report, and presentation included the list of environmental and historic studies that the Applicant is required

⁴ See Appendix E of Application.

to conduct during the Virginia Department of Environmental Quality's Permit by Rule process, the required stormwater management and erosion and sediment control permits, and the proposed conditions in order to mitigate impacts to natural resources. All of which seemed to be ignored during the Planning Commission's discussion.

8. Commissioner Hauschner seemed more focused on matters that were irrelevant to the 2232 review, such as one of the Landowner's timbering practices in a different state and the Applicant's parent company. He verbalized his negative bias against the Applicant's parent company by stating, "[a]nything attached to Shell coming into the County is fucking vile." Not only is this a wildly inappropriate and unprofessional statement for a Planning Commissioner to make in a public forum regarding an Applicant before him, this public display of negative bias is evidence that a decision made in this manner is wholly unrelated to the question presented in a 2232 review, unfair to the Applicant, and cannot stand.

9. Commissioner Amante stated that he felt as though he was viewing the Project through a "legal perspective" and that the Applicant's presentation was walking him through a checklist. He then stated that the Project does "meet the letter of the law." Despite the Project meeting the letter of the law, his reasons for voting against the Project did "not stem from anything written down." It is indeed the Planning Commission's statutory role in a 2232 review to make a legislative finding, which is inherently a legal and policy oriented analysis. As the Commissioner acknowledged, the Applicant clearly met its obligation to show that the Project is "substantially in accord with the adopted comprehensive plan or part thereof."⁵

10. During the Planning Commission discussion, Commissioner Amante stated that he does not trust the government entities that establish the regulations the Applicant has to abide by,

⁵ Va. Code § 15.2-2232.

such as the Environmental Protection Agency. In addition to this opinion, Commissioner Amante shared factual inaccuracies that not only tainted the process, but misled the public. Amante stated that “child labor” or “slave labor” was used to build the solar panels, which is false. Again, this justification for denial is completely unrelated the question presented to the Planning Commission in the 2232 review.

11. Commissioner Allen stated that it is “just my opinion” that the financial package of the Project does not outweigh the potential environmental harms that the Project *may* present to the surrounding area. Again, the Applicant presented to the Planning Commission the extensive studies and voluntary conditions that the Applicant would adhere to mitigate any potential environmental harms. She also stated that the financial package offered to the County would not directly impact Gladstone residents who live near the Project. While the allocation of the funds through the siting agreement is not within the Planning Commission’s purview and has no bearing on a 2232 review, Applicant intends to work with the Board to determine direct benefits to the Gladstone community that can be included in the siting agreement.

12. It is clear that this decision was made based on negative bias, opinions, and considerations outside the purview of the Planning Commission for the 2232 review and was not based on the factual information presented to the Planning Commission. The serious factual inaccuracies cited above are alone sufficient reasons to overrule the Planning Commission. Nevertheless, the Planning Commission’s determination also must be overruled because their actions violate the County’s Zoning Ordinance. The Nelson County Zoning Ordinance is the primary tool to implement the Comprehensive Plan, which expressly permits solar projects on A-1 zoned properties by Special Use Permit. In fact, the Zoning Ordinance *requires* that “a large solar energy system *shall* be permitted by a Special Use Permit in A-1” provided that the Project

meets the requirements in the Zoning Ordinance.⁶ As Commissioner Amante stated, this Project “meets the letter of the law” and therefore, the Special Use Permit and the 2232 review should have been approved.

13. The Comprehensive Plan favors new development in designated growth areas so that existing public infrastructure can be used more efficiently and rural lands will be protected from development, yet Planning Commission faulted Project for not fitting in with the surrounding character of the land because it will require clear cutting the land, even though the current land use of the parcels for silviculture requires continual clear cutting when the timber is harvested. The installation of large solar energy systems encourages open space retention by placing a hold on additional development within the Project limits, whereas as a residential housing developer could clear cut the land and forever alter the landscape. The Project will be decommissioned at the end of its useful life and the land can be used for whatever purpose the County may need at that time. Contrary to the Planning Commission’s decision, the Comprehensive Plan designates solar installations as a Primary Land Use in Rural Areas because solar projects do not utilize public infrastructure that is often lacking in rural areas and are a compatible land use with the surrounding areas, including agriculture and silviculture.

14. Despite all the evidence presented to the Planning Commission, they voted to find the Project not substantially in accord with the Comprehensive Plan based on the reasons stated above. The Project is substantially in accord with the Comprehensive Plan for the reasons stated above and provided throughout the Application, Presentation, and Staff Report. The Board of Supervisors should overrule the Planning Commission’s finding because the Planning

⁶ Nelson County Zoning Ordinance § 22A-6(1) (emphasis added).

Commission's decision was based on negative bias, opinions, and considerations outside the purview of the Planning Commission for the 2232 review.

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District



CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2024-60
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR FORGIVENESS OF \$50,000 FROM INTEREST FREE LOAN
BALANCE FOR ROCKFISH VALLEY VOLUNTEER FIRE AND RESCUE

WHEREAS, in lieu of purchasing a new ambulance for Nelson's EMS program (NEMS) in Fiscal Year 2024/2025, Rockfish Valley Volunteer Fire and Rescue is transitioning their unit Rockfish 56 into the NEMS fleet; and

WHEREAS, at the March 15, 2024 FY24/25 budget work session, staff and the Board discussed that instead of paying \$50,000 for unit 56, Rockfish Valley Volunteer Fire and Rescue would be forgiven of \$50,000 from their interest free loan from the County, which is known to have a current outstanding balance of \$145,312.50;

NOW THEREFORE BE IT RESOLVED, by the Nelson County Board of Supervisors that in consideration of incorporating Rockfish unit 56 into the NEMS fleet, Rockfish Valley Volunteer Fire and Rescue is hereby formally forgiven of \$50,000 from their interest free loan and the Treasurer is requested to reduce their outstanding loan balance in the amount of \$50,000 and effect any documentation and General Ledger entries necessary to reflect this directive.

Approved: _____, 2024

Attest: _____, Clerk
Nelson County Board of Supervisors

having issues with his current Tahoe. Ms. McGarry noted it had some issues. She explained that it was an older vehicle that was donated to the County by Wintergreen.

The Board flagged the ECC response vehicle for further discussion.

-Emergency Vehicles \$391,511

Ms. McGarry reported that the funding included a fire truck for Faber. She then explained that Curtis Sheets had proposed purchasing an ambulance from Rockfish Fire and Rescue. She noted that the cost would be \$50,000 but instead of having an outlay of \$50,000, Mr. Sheets had proposed that the Board consider relieving \$50,000 from Rockfish's current loan. She explained that they would not be spending \$50,000 but they would be writing it off. She then noted that the ambulance would need to have a new power cot and lift. She noted that the funds for the cot and lift were included in the Emergency Vehicle line with the Faber fire truck amount. Ms. McGarry indicated that they would be putting off a new ambulance for a year. Mr. Harvey indicated that he would like to speak with Curtis Sheets to understand his reasoning for it. Mr. Parr noted that the vehicle in question was Rockfish 56. Ms. McGarry indicated that she could have Mr. Sheets call Mr. Harvey. She noted if they were in favor of the \$50,000 loan write off relief, they would do something formal at a later date.

-Radio Improvements Wintergreen (flagged)

Ms. McGarry reported that Susan Rorrer had requested \$196,000 for radio improvements. Ms. McGarry noted that a lot of the capital was related to IT and public safety. Ms. Staton explained that Ms. Rorrer had described the radio improvements as a radio system reconfiguration for improved reliability and to better facilitate communication with Wintergreen. Ms. McGarry noted that staff would get more information and they could discuss it further.

-Animal Shelter Roof Replacement

Ms. McGarry noted that Kevin Wright had obtained a quote to replace the asphalt shingle roof at the Animal Shelter with a metal roof for \$38,982. Dr. Ligon indicated that the roof was currently leaking, and the location where it was leaking was in the isolation area and she noted that the State Veterinarian could have a problem with that. Ms. McGarry noted that the roof was something that could be taken care of in the current year, particularly if it was emergent. She asked if the Board had any preference for shingles or metal. Mr. Parr noted that metal was the best choice. Ms. McGarry noted that the \$38,982 was the only quote so far, just for budget purposes only. She indicated that Mr. Wright would still have to get at least three (3) quotes. Ms. McGarry indicated that roofing could be considered construction, and the Code of Virginia required sealed bids for construction projects.

-Phone System Upgrade \$7,800

Ms. McGarry reported that \$7,800 was requested for a phone system upgrade. Mr. Parr asked if that was just for the phone system in the Courthouse. Ms. McGarry noted that the County also had remote sites on the County phone system as well. She noted the upgrade would include those sites also. Mr. Rutherford asked if the Schools were also on the County phone system. Ms. McGarry indicated that the Schools were on their own system.

-Department of Elections Security Compliance \$36,900

Ms. McGarry noted the funding amount of \$36,900 was provided by Ms. Britt. Dr. Ligon asked if this was separate from the other funding request for IT Network Penetration Testing. Ms. McGarry confirmed that it was separate and she noted that it was multi-faceted as there was a lot with elections and cyber security.

-Transfer Station Tipping Floor \$260,000

Ms. McGarry indicated that the \$260,000 for the tipping floor was a ball park price. She reported that Architectural Partners and Hurt & Proffitt were currently evaluating the tipping floor to provide a better cost estimate. She noted that the work was just for the tipping floor only, not including costs related to what would be done with trash during the 28-day concrete curing time. She noted that the floor was last done in 2006 and the rebar was now starting to show through. She reported that the engineers had said that the County got their money's worth on the floor. She noted that there was also a concrete wall that may also need to be replaced that runs alongside the tipping floor.

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County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

**RESOLUTION R2024-61
NELSON COUNTY BOARD OF SUPERVISORS
RESCHEDULING OF NOVEMBER 2024 REGULAR MEETING**

WHEREAS, the Nelson County Board of Supervisors hereby establishes that an alternate date for the Board's regular monthly meeting on November 12, 2024 is necessary due to the attendance of some members of said governing body at the annual conference of the Virginia Association of Counties through November 12, 2024;

NOW THEREFORE BE IT RESOLVED, by the Nelson County Board of Supervisors pursuant to §15.2-1416 (Regular meetings) of the Code of Virginia that the regular meeting of the Board on **Tuesday, November 12, 2024** be and hereby is rescheduled to **Thursday, November 14, 2024**.

Approved: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

§ 15.2-1416. Regular meetings

A. The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.

B. The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice-chairman or vice-mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

C. Regular meetings may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed. Notice of any regular meeting continued under this section shall be reasonable under the circumstances and be given as provided in subsection E of § [2.2-3707](#).

D. The governing body shall provide members of the general public with the opportunity for public comment during a regular meeting at least quarterly.

E. Notwithstanding the provisions of this section, any city or town that holds an organizational meeting in compliance with its charter or code shall be deemed to be in compliance with this section.

Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. [371](#), [591](#); 1997, c. [587](#); 2004, c. [549](#); 2017, c. [616](#); 2020, c. [1144](#); 2023, c. [536](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters

whose provisions have expired.



BOARD OF
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County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

RESOLUTION R2024-62
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR ACCEPTANCE OF CONVEYANCE
CALLOHILL PROPERTY – DENISE KILMER, EXECUTOR AND TRUSTEE
AND MCGHEE FAMILY LLC

BE IT RESOLVED, the Nelson County Board of Supervisors does hereby approve and accept the conveyance of real estate from Denise Kilmer, Executor of the Estate of Stephen B. Birchell, and Trustee of the Stephen B. Birchell Trust, and McGhee Family L.L.C. for the parcel being Tax Map Number 57-A-34K and described as: “All that certain tract or parcel of land, with improvements thereon and appurtenances thereto belonging, situated in the Lovingson Magisterial District of Nelson County, Virginia, containing Two and thirty-seven hundredths (2.37) acres, more or less, with said lands fronting on U.S. Route #29 and Callohill Drive”; and

BE IT FURTHER RESOLVED, by the Nelson County Board of Supervisors that the County Administrator, Candice W. McGarry, and the County Attorney, Philip D. Payne, IV, be and hereby are authorized to accept the deed of conveyance thereof in consideration of the sum of \$90,000.00.

Approved: _____, 2024

Attest: _____, Clerk
Nelson County Board of Supervisors

Prepared by: William D. Tucker, III, VSB# 12360
Tucker Griffin Barnes P.C.
307 West Rio Rd, Charlottesville, VA 22901
Tax Map & Parcel Number: 57-A-34K
Tax Assessed Value: \$83,000.00
Consideration: \$90,000.00
Title Insurance Underwriter unknown to the preparer.
Tax exempt from § 58.1-801 pursuant to Virginia Code § 58.1-811 (A)(3)

THIS **DEED**, made this 24th day of July 2024, by and between **DENISE KILMER, EXECUTOR of the ESTATE OF STEPHEN B. BIRCHELL**, hereinafter referred to as the First Grantor, and **MCGHEE FAMILY, L.L.C.**, a Virginia limited liability company, hereinafter referred to as the Second Grantor, together hereinafter referred to as the Grantors, and **NELSON COUNTY**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the Grantee, whose address is P.O. Box 336, Lovingsston, Virginia 22949, and **DENISE KILMER, TRUSTEE of the STEPHEN B. BIRCHELL TRUST**, as amended and restated under agreement dated April 12, 2017, hereinafter referred to as the Trustee and to be indexed as a grantor;

WITNESSETH:

THAT FOR and in consideration of the sum of NINETY THOUSAND and 00/100 DOLLARS (\$90,000.00), cash in hand paid, the receipt of which is hereby acknowledged by the Grantors, the First Grantor does hereby GRANT, BARGAIN, SELL, and CONVEY with SPECIAL WARRANTY OF TITLE unto the Grantee, and the Second Grantor does hereby GRANT, BARGAIN, SELL, and CONVEY with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE unto the Grantee, in fee simple, the following described property in the County of Nelson, Virginia, to-wit:

ALL THAT certain tract or parcel of land, with improvements thereon and appurtenances thereto belonging, situated in the Lovingsston Magisterial District of Nelson County, Virginia, containing Two and thirty-seven hundredths (2.37) acres, more or less, said lands fronting on U.S. Route #29 and Callohill Drive, and being more particularly described by a plat of

survey prepared by Allen M. Hale, L.S., dated February 16, 1988, and recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Plat Cabinet 1, at slide 267, to which plat reference is hereby made for a more complete and accurate description of said lands.

BEING the same property conveyed to Stephen B. Birchell and McGhee Family, L.L.C., a Virginia limited liability company, by deed from William O. Shelton, Jr. and Janet R. Shelton, husband and wife, dated March 19, 2003, and recorded May 12, 2003, in the Clerk's Office of the Circuit Court of Nelson County, Virginia, as Instrument No. 030002463. The said Stephen B. Birchell, also known as Stephen Brian Birchell, died, testate, on April 23, 2020, as evidenced by his Last Will and Testament duly probated in the Clerk's Office of the Circuit Court of Greene County, Virginia in Will File 200000041, and recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, as Instrument No. 240000072, in which Denise Kilmer was appointed as Executor, with the power of sale.

This conveyance is made subject to any and all easements, restrictions, conditions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not yet expired by limitation of time contained therein or have not otherwise become ineffective, and to all matters visible upon a physical inspection of the property.

The Trustee joins in this deed solely to confirm that the interest of Stephen B. Birchell in the property hereby conveyed is properly conveyed by Denise Kilmer, in her capacity as Executor of the Estate of Stephen B. Birchell.

In compliance with the provisions of Va. Code Ann. § 15.2-1803, this deed is in the form approved by Phillip D. Payne, IV, County Attorney for the County of Nelson, Virginia, and is accepted by him on behalf of the County of Nelson, he having been authorized to so act on behalf of said County by a resolution duly adopted by the Board of Supervisors of said County at the meeting held on _____,

which approval and acceptance is evidenced by the execution of this conveyance by the said Phillip D. Payne, IV.

*The remainder of this page has been intentionally left blank.
Signatures to appear on the following pages.*

WITNESS the following signatures and seals:

Estate of Stephen B. Birchell

By: _____ (SEAL)
Denise Kilmer, Executor

STATE/Commonwealth of _____
COUNTY/CITY _____, to-wit:

I, _____, a Notary Public of the above-referenced jurisdiction, do hereby certify that Denise Kilmer, Executor of the Estate of Stephen B. Birchell, hereby appeared before me and acknowledged the due execution of the aforesaid instrument this _____ day of _____, 2024, on behalf of the estate.

Notary Public

My commission expires: _____
My commission number: _____

Stephen B. Birchell Trust as amended and restated
under agreement dated April 12, 2017

By: _____ (SEAL)
Denise Kilmer, Trustee

STATE/Commonwealth of _____
COUNTY/CITY _____, to-wit:

I, _____, a Notary Public of the above-referenced jurisdiction, do hereby certify that Denise Kilmer, Trustee of the Stephen B. Birchell Trust as amended and restated under agreement dated April 12, 2017, hereby appeared before me and acknowledged the due execution of the aforesaid instrument this _____ day of _____, 2024, on behalf of the trust.

Notary Public

My commission expires: _____
My commission number: _____

McGhee Family, L.L.C., a Virginia limited liability company

By: _____ (SEAL)
Anthony S. McGhee, Member/Manager

STATE/Commonwealth of _____
COUNTY/CITY _____, to-wit:

I, _____, a Notary Public of the above-referenced jurisdiction, do hereby certify that Anthony S. McGhee, Member/Manager of McGhee Family, L.L.C., a Virginia limited liability company, hereby appeared before me and acknowledged the due execution of the aforesaid instrument this _____ day of _____, 2024, on behalf of said company.

Notary Public

My commission expires: _____
My commission number: _____

COUNTY OF NELSON, VIRGINIA

By: _____ (SEAL)

Phillip D. Payne, IV

County Attorney for the County of Nelson, Virginia

STATE/Commonwealth of _____
COUNTY/CITY _____, to-wit:

I, _____, a Notary Public of the above-referenced jurisdiction, do hereby certify that Phillip D. Payne, IV, the County Attorney for Nelson County, Virginia, hereby appeared before me and acknowledged the due execution of the aforesaid instrument this _____ day of _____, 2024.

Notary Public

My commission expires: _____

My commission number: _____

(1) New Vacancies/Expiring Seats & New Applicants :					
<u>Board/Commission</u>	<u>Term Expiring</u>	<u>Term & Limit Y/N</u>	<u>Incumbent</u>	<u>Re-appointment</u>	<u>Applicant(s)</u>
(2) Existing Vacancies:					
<u>Board/Commission</u>	<u>Terms Expired</u>				
Nelson County Social Services Board - Central District	6/30/2024	4 year term / 2 term limit	Darlene Smith (T2)	N	

NELSON COUNTY SOCIAL SERVICES BOARD

NAME, ADDRESS & PHONE

TERM (July – June) 4 Years, 2 Term Limit

Edith Napier – **West District**
43 Napier Loop
Arrington, VA 22922
(434) 996-9403
Emnw739@aol.com

July 1, 2022 – June 30, 2026 (**Reg. Term 1**)

Brad Johnson – **East District**
2016 Wheelers Cove Rd
Shipman, Va. 22971
H (309) 824-1503
W (434) 872-2766
Bjavin@msn.com

July 1, 2022 – June 30, 2026 (**Reg. Term 2**)

Diane Harvey - **North District**
10921 Rockfish Valley Hwy
Afton, VA 22920
W (540) 456-6379
harveyasc@gmail.com

July 1, 2021 – June 30, 2025 (**Reg. Term 2**)

Claudia Van Koba – **South District**
1033 Falling Rock Drive
Amherst, VA 24521
(H) 434-263-4596
(C) 434-907-5836
Email: Claudia_van_koba@yahoo.com

July 1, 2023 – June 30, 2027 (**Reg. Term 1**)

Darlene Smith – **Central District**
115 Deer Run
Nellysford, VA 22958
PH: (434) 361-1258
bspaving@verizon.net

July 1, 2020 – June 30, 2024 (**Reg. Term 2**)

***VACANT - LIMIT OF 2 TERMS MET**

J. David Parr- **BOS Liaison**
250 Firehouse Road
Piney River, VA 22964
H: (434) 277-5265

January 2024 – December 31, 2024

Authority: Established by the Code of Virginia §63.2-300 et seq.

Membership: 5 Members appointed by Election District.

Term: 4 Years, July 1 – June 30. **2 term limit**

Summary of Duties: To provide, either directly or through the purchase of services subject to the supervision of the Commissioner and in accordance with regulations adopted by the Board, any or all child welfare services herein described when such services are not available through other agencies serving residents in the locality such as: Protecting the welfare of all children including handicapped, homeless, dependent, or neglected children; preventing or remedying, or assisting in the solution of problems that may result in the neglect, abuse, exploitation or delinquency of children; preventing the unnecessary separation of children from their families by identifying family problems, assisting families in resolving these problems and preventing the break up of the family where preventing the removal of a child is desirable and possible; restoring to their families children who have been removed by providing services to the families and children; placing children in suitable adoptive homes in cases where restoration to the biological family is not possible or appropriate; and assuring adequate care of children away from their homes in cases where they cannot be returned home or placed for adoption.

The local board is also authorized and, as may be provided by regulations of the Board, shall provide rehabilitation and other services to help individuals attain or retain self-care or self-support and such services as are likely to prevent or reduce dependency and, in the case of dependent children, to maintain and strengthen family life.

Meetings: Regular meetings are held monthly on the third Tuesday of each month at 1:00 PM at the Dept. of Social Services building in Lovington. Members are compensated \$75 per meeting plus mileage paid at the existing State mileage rate.

Closed Session Form Motion

1. Motion to Convene in Closed Session

FORM MOTION FOR CONVENING CLOSED MEETING

“I move that the Nelson County Board of Supervisors convene in closed session to discuss the following as permitted by Virginia Code Sections 2.2-3711-

(A)(7) - “Consultation with legal counsel and briefings by staff members pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body” – Litigation pertaining to the Region 2000 Services Authority.”

(A)(8) - "Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter."

2. Conduct Closed Session

3. Motion to Reconvene in Public Session

4. Motion to Certify Closed Session

**CERTIFICATION MOTION AFTER RECONVENING IN PUBLIC
SESSION:**

(Requires recorded roll call vote)

“I move, pursuant to the requirements of Chapter 37, Virginia Freedom of Information Act and Section 2.2-3712 of the Code of Virginia, that the Nelson County Board of Supervisors certify that to the best of each member’s knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body.”