

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

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**AGENDA  
NELSON COUNTY BOARD OF SUPERVISORS  
OCTOBER 14, 2025**

**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 – **R2025-71** Minutes for Approval
  - B. Resolution – **R2025-72** FY26 Budget Amendment
  - C. Resolution – **R2025-73** Middle James 2 RPU Regional Water Supply Plan Participation
  - D. Resolution – **R2025-74** Recognition of Officer of Election Connie Taylor Clark
- IV. PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH (P2025-05)**
- V. PRESENTATIONS**
  - A. VDOT Report
  - B. Larkin Phase 1 Well Evaluation & Dillard Creek Flow Evaluation - CHA
  - C. Nelson County Jail Utilization Report – Matthew Vitale, OAR
- VI. NEW & UNFINISHED BUSINESS**
  - A. BRVGS Sister Cities Update – Brayden Murphy and Odin Clark-Cearley
  - B. Friends of Gladstone Depot Relocation and Restoration Proposal
  - C. Authorization for Public Hearing - Battery Energy Storage Siting Agreements (**R2025-75**)
  - D. DHR Historic District Survey and Planning Grant
- VII. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE**
  - A. Reports
    - 1. County Administrator's Report
    - 2. Board Reports
  - B. Appointments
  - C. Correspondence
  - D. Directives
- VIII. CLOSED SESSION PURSUANT TO §2.2-3711 (A)(5)**
- IX. OTHER BUSINESS (AS PRESENTED)**
- X. ADJOURN & CONTINUE – EVENING SESSION AT 7PM**

**EVENING SESSION  
7:00 P.M. – NELSON COUNTY COURTHOUSE**

- I. CALL TO ORDER**
- II. PUBLIC COMMENTS**
- III. PUBLIC HEARINGS**

**A. Ordinance O2025-09 – Amendment to Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten**

Consideration of an ordinance proposed for passage to amend Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten, Schedules of Rates, Fees, and Other Charges.

- IV. OTHER BUSINESS (AS PRESENTED)**
- V. ADJOURN AND CONTINUE TO OCTOBER 22, 2025 AT 5:00 P.M. FOR A JOINT WORK SESSION WITH THE PLANNING COMMISSION.**



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**RESOLUTION R2025-71**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF MINUTES**  
**(February 18, 2025 and September 9, 2025)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **February 18, 2025 and September 9, 2025** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: October 14, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

**Virginia:**

AT A REGULAR MEETING of the Nelson County Board of Supervisors at 2:00 p.m. in the General District Courtroom located on the third floor of the Nelson County Courthouse, in Lovingson, Virginia.

**Present:**

Ernie Q. Reed, Central District Supervisor – Chair  
Dr. Jessica L. Ligon, South District Supervisor – Vice Chair  
Jesse N. Rutherford, East District Supervisor  
J. David Parr, West District Supervisor  
Candice W. McGarry, County Administrator  
Amanda B. Spivey, Administrative Assistant/Deputy Clerk  
Grace E. Mawyer, Director of Finance and Human Resources  
Jerry West, Director of Parks and Recreation

**Absent:** Thomas D. Harvey, North District Supervisor

**I. CALL TO ORDER**

Mr. Reed called the meeting to order at 2:00 p.m. with four (4) Supervisors present to establish a quorum. Mr. Harvey was absent.

- A. Moment of Silence – Attendees observed a moment of silence.
- B. Pledge of Allegiance – Mr. Parr led the Pledge of Allegiance.

**II. PUBLIC COMMENTS**

*Edith Napier – Arrington, VA*

Ms. Edith Napier extended appreciation to VDOT and County personnel on behalf of Nelson citizens for the road work they did during the snow.

Ms. Napier stated that she was present on behalf of the Nelson County Juneteenth Celebration Committee and asked the members of the committee who were present to please stand, expressing a special thanks to all committee members for their continued hard work and dedication. Ms. Napier said she had come to this meeting to request the Board's support on behalf of the citizens of Nelson County for the 2025 Juneteenth Celebration to take place on June 22, 2025, noting that she was requesting a donation of \$5,000. Ms. Napier stated that this year's celebration will focus on historical Black colleges and universities and the educational opportunities they offer to all students. She said she was thrilled to announce that the colleges would be able to offer on-the-spot admission for Nelson graduates. She stated that in collaboration with the high school, Nelson students would have the chance to be accepted into college at the day of the Juneteenth event.

She said that last year's celebration emphasized multi-generational entertainment and education, including private poetry, music, and other activities. Ms. Napier stated that it was a roaring success, lots of people enjoyed it, and it was a good time for all. Ms. Napier stated her gratitude to the Nelson Heritage Center for allowing the committee to host the function there once again. She said the Juneteenth Committee is composed of citizens of Nelson County and operates independently from the Nelson Heritage Center. She said they appreciated the support and partnership that the center provided in making this event possible. Ms. Napier stated that the Board's backing was crucial in making the event a success. She requested a timely response for planning purposes and said she was available to answer any questions.

*Stephen Bayne – Nellysford, VA*

Mr. Bayne said he was before them regarding information received from FOIA requests for Renaissance Ridge partner Nelson County Community Development Fund (NCCDF) as well as the Thomas Jefferson Planning District Commission (TJPDC) and its consortium organizations. He noted that NCCDF, which receives significant funding from Nelson County, refused to provide this information, so he was forced to go to HUD.

Mr. Bayne said from the agreement and marketing terms requested and received, he has confirmation that Renaissance Ridge and NCCDF are prioritizing many specialty groups exclusive to Charlottesville and Albemarle County instead of workforce housing for Nelson County first responders and teachers. He said this information confirms the fact that Renaissance Ridge and NCCDF, with TJPDC etc., are using Nelson County taxes and real estate for the benefit of Charlottesville and Albemarle County. He listed the following as exclusively Charlottesville and Albemarle County groups that are being prioritized in Renaissance Ridge:

Blue Ridge Area Coalition for the Homeless, The Haven, Piedmont Housing Alliance, Creciendo Juntos, Network to Work, City of Promise, and the International Rescue Committee. He also listed the following as Jefferson area community groups, of which Nelson County is a distinct minority, that are being prioritized in Renaissance Ridge: Offender Aid and Restoration, BRHD HOPWA Coordinator, and the Independence Resource Center.

Mr. Bayne said that Renaissance Ridge and NCCDF, with TJPDC etc., have unilaterally decided to expand these groups from Charlottesville and Albemarle into Nelson County real estate. He asked how this could be done ethically and morally without bilateral discussion with Nelson County and without at least transparently notifying Nelson County residents. Mr. Bayne stated that Nelson County must be prepared for extreme change to and increased cost of service delivery to residents from these changes. He said they have known that Renaissance Ridge is a poor excuse for a steward for Nelson County, and all that they care about are the grant funds. He said that unfortunately, this appears to also apply to NCCDF as a partner. He said he has suspected that TJPDC and its consortium organizations have aspired to expand exclusively Charlottesville-Albemarle County groups into Nelson County, and this provides confirmation of that.

He asked that the Board request and review these agreements and marketing terms, particularly from NCCDF, and that they protect County residents from external entities taking advantage of and usurping the needs of Nelson County.

*Libby Whitley – Roseland, VA*

Ms. Libby Whitley said she would like to associate herself with Steve Bayne's comments just now. She said that although she's lived in Nelson County now for 25 years, she only recently became aware of the consequences of Renaissance Ridge. She stated that she was gravely concerned about the impact on the County as a whole.

Ms. Whitley said that her attention to this was first drawn by the International Rescue Committee reference in the HUD documents. She stated that she has some personal experience with the IRC, which is paid by the federal government to house "client groups," which are drawn from countries all over the world. Ms. Whitley said the IRC is one of the principal nongovernmental organizations (NGOs) funneling people through the Darien Gap up through Mexico and into the U.S., which may have some pause given the current administration in Washington. She reiterated that she was concerned.

Ms. Whitley said that if the IRC is the principal outreach entity to house occupants at Renaissance Ridge, the County will see populations from all over the world. She stated that the impact on the school system, law enforcement, and social services will be extreme in the County, and she thinks the Board needs to understand that. Ms. Whitley said that despite living in Nelson County for 25 years, she was vaguely aware of a housing development under consideration in the Nellysford area. She stated that she does not believe the citizens of Nelson County are aware of what is being envisioned.

Ms. Whitley said that there have not been any public hearings that she is aware of on Renaissance Ridge aimed at the County as a whole. She stated that she urges the Board to undertake such a hearing and outreach to the community, because she thinks there will be considerable pushback. She said that even though she lives in the southern part of the County, not the northern part, she understands that if Renaissance Ridge goes through, there's discussion of similar developments in Lovingson and Piney River, which is her backyard.

Ms. Whitley stated that these communities already have developments like Ryan School, Town Creek, and Lovingson Ridge, which do not attract current Nelson residents rather they are pulling in people from out of the area, such as Charlottesville, Albemarle, Fluvanna. She said these developments do not address the homeless and housing challenges of current Nelson residents, and she thinks Renaissance Ridge would have the same effect. Ms. Whitley urged the Board to hold public hearings on this matter, because she thinks it reaches way beyond simply the Nellysford area.

*Stu Armstrong – Nellysford, VA*

Mr. Stu Armstrong said he had been living at his home in Nellysford for over 30 years and during that time, he had done about 20 years of public service—from the School Board to the Blue Ridge Medical Center—as well as serving on the Board of Directors of Wintergreen and a variety of other boards. He said on each of those boards, as others might experience, recruiting and retaining employees was a challenge. Mr. Armstrong said he saw that Mr. Sheets from the Wintergreen Fire Department was present. He said he had been told and asked about this issue, and he came out of retirement to work on the project for the workforce housing side because many of his contemporaries would ask where their kids were going to live if they didn't own land to build something for them on.

Mr. Armstrong said that this drove him to action, and while serving on the Economic Development Authority, he realized that businesses had a hard time recruiting and retaining employees. He stated that at the Piedmont Housing Alliance, where he was Executive Director for 17 years, they had helped over 750 families buy their first home. He said these families were not associated with homelessness or the myths and being circulated in the community, which he described as ridiculous and not based on logical math. He stated that a firefighter at Wintergreen started at \$48,000, almost \$20,000 less than the threshold needed to start helping people buy homes; sheriff's deputies earned around \$50,000 a year, which was \$18,000 less than the threshold.

Mr. Armstrong stated that the talk about affordable housing destroying or hurting the community was nonsense. He said he lived in Stoney Creek, and he would not do anything to lower his property values. He said he did not understand where the fearmongering was coming from, describing it as “fake news.” Mr. Armstrong said if anyone in the audience or community had questions, they could come talk to him, stating that he could give a PhD-level education on affordable housing.

*Carlton Ballowe – Faber, VA*

Mr. Ballowe said that the Board's responsibility was to make Nelson County more prosperous. He said that his opinion on how to do that is to go out and scour the countryside and bring good-paying jobs to the County—and if the Board were to succeed at that, the housing situation would take care of itself. He said he didn't think that they would make the County prosperous by going out into the surrounding areas, rounding up, and importing large numbers of their indigent populations. He said that Mr. Armstrong noted that these people were just on the border of being able to afford their own house. He said that using \$50,000 as an example for County deputies, if they have a working spouse, they are now able to afford a house. He said if they want working-class people here, all they need to do is to make affordable housing and good-paying jobs. He said they were already a bedroom community for Albemarle, Charlottesville, and other surrounding metropolitan areas, and asked if they want to become their tax-subsidized homeless shelters as well.

*Paul Davis – Nellysford, VA*

Mr. Paul Davis said he was present to talk about three agencies mentioned on Mr. Bayne's list: OAR, the Haven, and IRC. He said he has worked directly with these three agencies over his career, including OAR for five years after his initial retirement. He noted that OAR works with people that are currently in the criminal justice system, probation, pending court cases, drug court, and mental health docket; most are from low-income environments, and a lot have a lack of trust for those in authority—not just law enforcement, but also the counselors in Region Ten. He said that one of his roles was to conduct home visits for the drug court clients, and during his time, only a very small percentage of the clients lived with their family members, parents, or grandparents; most lived with their significant others at the time, or other state or local assisted housing. He noted that their addresses changed frequently.

Mr. Davis said it was not unusual for police to contact him about involvement with the clients that occurred well after normal business hours. He stated that OAR is a great organization for what they offer. He said he did see a change in people's lives—not because of their addresses, but because they wanted a different life. He said the process, which could take one to two years, was done with intense assistance. He said he is a believer in OAR and what it can offer their clients, but they were not in the business of partnering with housing developers for their clients. He said the Haven provides shelter, food, clothing, and direct basic services to the homeless in Charlottesville; some who are from across the country. He noted that individuals say they come here because, “everything's free,” including food, transportation, medical, and EBT cards. He noted that it's not unusual for clients from OAR to also frequent the Haven.

Mr. Davis stated that the International Rescue Committee (IRC) brings in refugees from all over the globe and will find them housing—but other services are basically up to the locals once they are here. He noted that he asked at an IRC presentation to the police department who should be called after hours if there were issues, because of language barriers, cultural issues, etc. He said he was told to use a language line and determine what services they needed.

Mr. Davis stated that all three organizations are currently based around the downtown Charlottesville area, as most of the services they provide are located within walking distance. He noted that most of the clients he worked with had no driver's license or their license had been suspended, and basic travel was difficult. He said all three agencies assist with getting people housing, but not building the units or partnering with developers, and all three agencies do good work and have good intentions. He noted that he was shocked when he learned about these organizations partnering with the developers for Renaissance Ridge, and most citizens would be shocked to learn this as well. Mr. Davis said he was not sure if this was a good fit and

questioned whether it would even be fair to the clients of these organizations living in that development, as it was like setting some of them up for failure for the services they need.

*Margaret Clair – Nelson County Community Development Foundation*

Margaret Clair, Executive Director of the Nelson County Community Development Foundation, stated that there were no grants pending for Renaissance Ridge. She noted that the NCCDF had received some around 2021 but did not use them due to timing and scope issues. She said the information people were accessing was likely the marketing they had done for those grants in terms of defining outreach for the disenfranchised target population to inform them about the opportunity to buy a home in Renaissance Ridge.

Ms. Clair clarified that Renaissance Ridge is a home purchase opportunity, not a rental. She stated that, as required by law and the grant requests, outreach efforts were made to those organizations to market to potential homebuyers. She emphasized that there was no intention to import people into the County for rentals at Renaissance Ridge, and this information had been taken out of context, as Renaissance Ridge is a development company that could choose to sell the homes at market rate. She said because of the need for affordable housing and Mr. Armstrong's extensive experience in this area, they sought the help of NCCDF to find eligible buyers and secure funds to subsidize their purchases.

She mentioned that some of the supporting organizations such as the Piedmont Housing Alliance were regional in nature and provide housing counseling for Nelson residents. She clarified that Renaissance Ridge was not intended for rentals or homelessness, and although the County lacks homeless resources, they rely on Charlottesville's resources for such needs.

There being no further public comment, Mr. Reed closed the Public Comment portion of the agenda.

**III. CONSENT AGENDA**

Mr. Rutherford moved to approve the Consent Agenda as presented. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously by roll call vote (4–0), and the following resolutions were adopted:

A. Resolution – R2025-07 Minutes for Approval

**RESOLUTION R2025-07  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF MINUTES  
(September 10, 2024)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **September 10, 2024** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

B. Resolution – R2025-08 Budget Amendment

**RESOLUTION R2025-08**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET**  
**February 11, 2025**

<b>I. Appropriation of Funds (General Fund)</b>			
	<u><b>Amount</b></u>	<u><b>Revenue Account (-)</b></u>	<u><b>Expenditure Account (+)</b></u>
	\$ 5,005.00	3-100-001901-0032	4-100-031020-3038
	\$ 1,559.88	3-100-003303-0107	4-100-031020-1013
	\$ 128.49	3-100-003303-0008	4-100-031020-3033
	\$ 95,321.42	3-100-002404-0042	4-100-071020-8004
	\$ 3,306.91	3-100-002404-0049	4-100-032010-5504
	\$ 75,721.00	3-100-002404-0015	4-100-032020-5648
	\$ 3,167.61	3-100-001899-0008	4-100-091030-5202
	\$ 1,850.00	3-100-002404-0018	4-100-021010-1009
	\$ 2,436.98	3-100-004101-0005	4-100-999000-9905
	\$ 8,864.00	3-100-002201-0003	4-100-999000-9905
	\$ 10,000.00	3-100-002404-0060	4-100-999000-9905
	<u>\$ 120,594.14</u>	3-100-001803-0020	4-100-999000-9905
	<b>\$ 327,955.43</b>		
 <b>II. Transfer of Funds (General Fund Contingency)</b>			
	<u><b>Amount</b></u>	<u><b>Credit Account (-)</b></u>	<u><b>Debit Account (+)</b></u>
	\$ 15,000.00	4-100-999000-9905	4-100-021040-3020
	<u><b>\$ 15,000.00</b></u>		

**IV. PRESENTATIONS**

**A. VDOT Report**

Mr. Jeff Sayre of VDOT indicated that he was present in place of Robert Brown and noted that he would take any concerns that the Board had.

Supervisors discussed the following VDOT issues:

Mr. Rutherford:

Mr. Rutherford stated that there is a culvert pipe on Laurel Road about a half mile before Irish Road (Route 6) has a history of clogging up, especially with snow events. He said there was another culvert pipe on Glade that he will email VDOT about, but he did not have that exact address at the moment.

Dr. Ligon:

Dr. Ligon said that the Snow Hill turn on Findlay Gap Road is currently so muddy and slimy that people are avoiding it and driving on the wrong side of the road in the turn. She stated that Lonesome Pine Road in the gravel portion off of Naked Mountain toward Craigtown Road is in bad shape. She said that before the snow, there was a decent amount of flooding in Gladstone, and the residents there cannot even park their cars on the road there because of the conditions.

Mr. Parr:

Mr. Parr thanked VDOT for all the work employees have done. He said there was a driveway on Lowesville Road in Piney River between the Dollar General and the firehouse, and because of the drainage there, it floods Lowesville Road. He said that Mr. Brown had arranged for VDOT to go in and do the work if the landowner provided the culvert, but the culvert was undersized, and the flooding has now washed out this person's driveway in addition to flooding the main road. He stated that a larger pipe is needed, in addition to any water diversion.

Mr. Reed:

Mr. Reed said that when making a left-hand turn onto Adial Road recently, another car was coming toward him and they ended up in a collision in which Mr. Reed's vehicle was totaled. He said that fortunately, there were



no injuries, but a speed limit of 55 coming into an intersection over a hill can be dangerous—and had there been a 45 mph limit, he would have probably yielded to the other driver. He said there are speed limit issues on River Road which Mr. Brown is well aware of, and perhaps some signage going eastbound would help slow people down. He said the lighted arrows at Old Roberts Mountain Road on River Road have been really effective in decreasing the accidents there. He said he did not know what the accident rate was at the intersection where he had his crash, but he would appreciate if VDOT would look at that intersection. He also thanked VDOT for their work this winter in keeping the roads clear.

Mr. Sayre stated that he would send out a traffic engineer to look at it.

#### B. Virginia State Police H.E.A.T. Program Grant

Sheriff Mark Embrey stated that in October 2024, his office had put in for a grant through the Virginia State Police Help Eliminate Auto Theft (HEAT) program. He said within several days of submitting their application, the Sheriff's Office received grant funding in the amount of \$12,500. He explained that the money was to be allocated to help eliminate any kind of auto theft or the prevention of auto theft in Nelson County. He said he had reached out to constituents in Albemarle County, Amherst County, and other localities that had also gotten grants like this and invested in a camera system by Flock Safety. He explained that Flock Safety is a state vendor through procurement that provides a camera system with license plate readers (LPRs).

Sheriff Embrey said that the Sheriff's Office is looking to use the \$12,500 grant funds to purchase three cameras from Flock Safety and strategically place them on public highways to get the maximum increased value or efficiency in the detection and recovery of stolen vehicles—which includes any vehicle that would be traveling along a public highway in Nelson County. He said that two of those cameras would be placed on the Route 29 corridor, and they have located and identified private property on 29 southbound at the Albemarle County line. He said the property owner has granted consent for a camera to go there that would help detect any kind of any motor vehicle coming south into Nelson. He presented an initial plan that he said was discussed with Flock the previous Thursday, stating that they cannot afford four cameras but they could afford three: one coming north out of Amherst, one coming south out of Albemarle, and a third on River Road (Route 6) that would catch any vehicles coming off the 151 corridor onto Route 29 and vice versa.

Sheriff Embrey explained that the license plate readers detect and are constantly scanning license plates from motor vehicles that are entering the beam of travel; they detect if that vehicle's license plate has been entered as stolen, then that information automatically goes to the Sheriff's Office and the deputy's terminal with an automatic picture of that vehicle. He thanked the Board again for funding a traffic position back in October, which will formalize on May 1st once the school system is let out. He reported that they would have a unit dedicated to the 29 corridor and the 151 corridor to help respond to these detected vehicles.

Sheriff Embrey said that in speaking with other jurisdictions, they have success rates in locating vehicles that are stolen outside of other states, in addition to Virginia. He said that this is 100% funded, and they are not asking anything from the County. He said this is a two-year contract; outside of contract, year number one is \$12,500, and year two would be \$11,000. He said that Virginia State Police would open the HEAT program back up with a grant effective July 1, and his office would submit for this same grant that they were awarded to pay for year one. He said that if awarded, the grant would pay year two; if there is no funding available or they are not elected to get that grant, this program will go for one year and they will turn the camera equipment back over. He emphasized that he was not asking anything from this County or this Board to fund anything with the program.

Sheriff Embrey said for the northbound 29 corridor coming out of Amherst, his office has identified several businesses, but he has yet to approach those owners about having the cameras put there. He said the issues with the 29 corridor come down to VDOT right-of-way, and they are having statewide issues with VDOT and lawsuits that have been pending statewide with the Flock system throughout the Commonwealth of Virginia, and he wants to avoid all that. He reiterated that this costs the County nothing except the up-front amount reimbursed by May 31. He noted that they would apply for year two, and he would follow up with the Board in writing to notify them whether or not the Sheriff's Office is awarded for year two. Sheriff Embrey noted that this was just technology used to find these stolen vehicles that other jurisdiction had found success with. He stated that along the 29 corridor, there are vehicles coming in and out from the Carolinas going all the way to D.C.—not just locating stolen vehicles, but possibly aiding with many other issues as well, such as human trafficking, the methamphetamine trade, and fentanyl transport.

Mr. Rutherford asked if this was an action item.

Ms. McGarry responded that there was no fiscal obligation by the County and she thought Sheriff Embrey could just sign off on this.

Dr. Ligon asked what the cost would be if they did not get the grant next year. Sheriff Embrey responded that it would be \$11,000 for year two.

Ms. McGarry said the main consideration would be whether the Board would fund this in the future, if the Sheriff were not able to secure the grant funds for subsequent years.

Sheriff Embrey stated that he would let them know what the success rate is—what they’ve identified and recovered, and what other cases this has led to. He said that as of now, it looks as though this funding would be appropriated for year two.

Mr. Parr asked who was monitoring the LPR system. Sheriff Embrey responded that it is a database, so it would be the State Police. He said there was a lot of legislation in the General Assembly currently as to how long that information stays within a database, but at this point, the information would simply be used by his office when there is a vehicle flagged.

Mr. Parr asked what the timeline was from that vehicle going past a camera to a deputy being notified that the car is going through Nelson. Sheriff Embrey responded that it was about 30 seconds or less.

Mr. Rutherford asked if the State Police already had this infrastructure around the Commonwealth. Sheriff Embrey confirmed that they do, stating that many vehicle in-car cameras at this point have licensed plate readers. He said that those systems are very expensive, and this LPR system was the only way he felt comfortable asking for it.

Dr. Ligon asked if the annual cost of \$11,000 per year would cover the cost of replacement equipment, or whether that would be a separate cost. Sheriff Embrey noted that it would include that cost. He reiterated that the \$11,000 cost would be for year two.

Mr. Reed asked if the data was stored with the state at this point, although the legislation had not passed yet. Sheriff Embrey responded that the information will be sent to his office via VCIN and CIC, both of which are controlled and housed by the Virginia State Police.

Mr. Reed asked if there would be a need for the 29 corridor if both Albemarle and Amherst already have the technology. Sheriff Embrey explained that most of Amherst’s technology is focused on the Madison Heights area, but he was not sure aware of monitoring along the 29 Bypass. He said he did not know where Albemarle’s system was set up, so they would be looking for any vehicles traveling the I-64 corridor, getting off at Exit 118 outside of Charlottesville, and then traveling south into Nelson County. He said without this, they would be relying solely upon notification from jurisdictions either north or south, and this narrows it down to Nelson as a specific jurisdiction and eliminates mitigation factors such as cross-jurisdiction communication.

Mr. Rutherford said that just anecdotally, seeing the traffic on Route 6 turning onto 29, there is a remarkable number of out-of-state license plates coming through there. He said that he read something on the Flock system identifying missing persons and being able to hunt down license plates involved in that.

Sheriff Embrey agreed, stating that this technology allows them to go back and review a “vehicle of interest” to help identify a time, date, route, etc. and possibly even prevent a further crime.

Mr. Reed asked if he had any concerns about the pending legislation in Richmond concerning the LPRs.

Sheriff Embrey stated that he is aware of the issues with the LPRs but he would wait and see what happened in Richmond and evaluate it with the Commonwealth’s Attorney. He agreed with Mr. Reed that it would be prudent to wait prior to making a purchase, noting that he had plenty of time to do that. Sheriff Embrey also agreed to follow up with the Board and provide an update on the legislation and its impacts.

## **V. NEW & UNFINISHED BUSINESS**

### **A. VPSA Financing for High School Renovation Project (R2025-09)**

Ms. McGarry stated that the school division has proceeded with their renovation project and has issued the invitation for bids, with the next step being to secure financing. She said they are seeking financing through the VPSA, which would be pooled bond financing in the 2025 spring pool sale. She said that the resolution before the Board would authorize the County to proceed with the application for the VPSA spring pool bond sale. She said as part of this financing, they would be authorizing a public hearing on issuing the bonds, which is proposed to be held on March 11, 2025. She said Section 15.2-2606 is the state authorizing code section to hold a public hearing on this financing.

Ms. McGarry stated that the invitation for construction bids went out on January 27th and that they are expected to be back by February 27th. She stated that the Board is considering adopting the initial resolution for VPSA financing today. She said the School Board will hold a budget work session later this evening and would also consider a resolution authorizing the application, requesting the bond issue, and consenting to the issuance of bonds. She stated that VPSA financing applications are due to VPSA by February 24th. She indicated that on March 11th, the Board would hold a public hearing on financing; and the VPSA bond sale would occur on April 22nd, with the tentative closing set for May 13th. She confirmed that the public hearing would be March 11th at the Board's regular 7 p.m. meeting.

Mr. Rutherford asked if there was a committee in place for this that included staff in addition to School Board members. Ms. McGarry responded that the School Board was working on the renovation project, and the County has gotten involved to facilitate the financing side of it. She added that she was not sure how they would be involved once the project got going in terms of County and School Board staff.

Mr. Rutherford moved to approve **Resolution R2025-09**. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4–0) by roll call vote and the following resolution was adopted:

**RESOLUTION R2025-09**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION AUTHORIZING APPLICATION TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY**  
**REGARDING COUNTY OF NELSON GENERAL OBLIGATION BONDS TO FINANCE THE**  
**ACQUISITION, CONSTRUCTION AND EQUIPPING OF A SCHOOL CONSTRUCTION PROJECT**  
**AND ACTIONS RELATED THERETO**

**WHEREAS**, the Board of Supervisors (**the "Board of Supervisors"**) of the County of Nelson, Virginia (**the "County"**) has previously expressed its support for the design, improvement, renovation, construction and equipping of public school facilities, including electrical, mechanical, plumbing, fire safety, roadway and parking lot, security and other upgrades and renovations at Nelson County High School (**together, the "School Project"**); and

**WHEREAS**, the Board of Supervisors has previously stated its intent to obtain financing of the School Project to pay costs related to the financing and completion of the School Project, and the Board of Supervisors now desires to submit an application (**the "Application"**) to the Virginia Public School Authority (**the "VPSA"**) to participate in the VPSA's 2025 Spring Pooled Bond Sale through the issuance of County general obligation bonds to be sold to the VPSA (**the "Local School Bonds"**) to finance the School Project, interest costs during construction of the School Project and costs of issuance of the Local School Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF NELSON, VIRGINIA:**

1. The County Administrator, County Attorney, the County's financial advisor and the County's bond counsel are authorized and directed to submit the Application to the VPSA for the purchase of the Local School Bonds by the VPSA as part of its 2025 Spring Pooled Bond Sale, such Application to describe Local School Bonds in the maximum principal amount of \$25,000,000 and to include proceeds requested of up to \$22,000,000 plus, if and as needed, an amount needed to finance closing costs and capitalized interest, all for the purposes described above.
2. The same employees and representatives of the County are hereby authorized and directed to take such further action deemed necessary or desirable to facilitate consideration of the proposed Local School Bonds involving a general obligation of the County, including but not limited to the publication of notice of a public hearing as required by law, to be held on March 11, 2025 at or about 7:00 p.m.
3. All actions of the County's officers, employees and agents in furtherance of the purposes of this Resolution, including preliminary actions related to the Application, are hereby approved and ratified.
4. This Resolution shall take effect immediately.

**B. Proposed Appointment of Wintergreen Fire Marshal (R2025-10)**

Ms. McGarry stated that Wintergreen Fire Department is formally requesting the appointment of a fire marshal for the Wintergreen Fire Department in Nelson County, pursuant to Code of Virginia 27-30 and would be specific to the Wintergreen Master Plan area. She said it would function within the Wintergreen Police Department law enforcement area, and the request is being made to enhance their ability to respond to fire-related incidents with a more comprehensive, organized approach, particularly in terms of fire

investigations and enforcement of fire safety regulations. She said that State Code Section 27-30 provides for a local fire marshal to be appointed and can be given authority under the state code without adopting the statewide fire prevention code.

She said the proposed resolution was asking the Board to appoint Joshua A. Bean as fire marshal to serve at the pleasure of the Board, whose authority is limited to the geographical area encompassed by the Wintergreen Master Plan. She indicated that the appointee would also be an employee of and compensated by Wintergreen Property Owners Association and supervised by the Wintergreen Police Department.

Ms. McGarry said the resolution would give the following authority and duties within those limits:

- He shall make an investigation into the origin and cause of every fire and explosion occurring within the limits for which he is appointed, which is the Wintergreen Master Plan area. He may issue a summons directed to the sheriff, commanding the officer to summon witnesses to attend before him at such time and place as directed.
- He would have the authority to arrest, procure, serve warrants of arrest, and issue summons in the manner authorized by general law for violation of fire prevention and fire safety laws and related ordinances.
- He would be authorized the same police powers as a sheriff, police officer, or law enforcement officer.
- He would be responsible for the investigation and prosecution of all offenses involving hazardous materials, fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms relating to such offenses, and possession and manufacture of explosive devices, substances, and fire bombs.
- He would also have the authority to order immediate compliance with law, etc., or prohibit use of building or equipment.
- The appointee's authority would commence upon completion of training as required by the Department of Criminal Justice Services and the Wintergreen Police Department and after the administration of an oath to faithfully discharge these duties.

Ms. McGarry said Chief Curtis Sheets was present to help answer any questions, as well as Mr. Payne to address any procedural code-related questions.

Wintergreen Fire & Rescue Chief Curtis Sheets stated that a lot of this was being driven by insurance regulations, and they are inspected every 10 years. He said their current inspection caused them to backslide a bit, so they are in a 12-month improvement window. He said one of the areas they had already identified as a weakness that they had been working on for about a year and a half is the fire marshal's position, which would not be creating a new job but would be a dual task of an existing captain. He said they do not investigate fires at Wintergreen, as the insurance company sends their investigators to do that. He explained that sometimes if it is not a high-value loss, it is not a priority for the insurance company investigators. He said because of that, they lose the ability to pick up on trending data and inspection points such as fireplace inspections that may mask existing problems. He said that having a fire marshal would allow them to do that type of inspection, which the department currently does not do. Chief Sheets said that as Ms. McGarry noted, it would be limited to the master plan. He said that anything that gets into the realm of law enforcement must go through the Wintergreen Chief of Police, whose power is extracted through the Nelson County Sheriff's Office, which has oversight.

Dr. Ligon said when she saw the ISO reference, it made her think back on a few months when she requested a survey of the fire and emergency services, and she commented that Chief Sheets had squashed the man who wrote the report. She said she had wanted to bring ISO scores to the Board's attention for Nelson County in general, not just Wintergreen, and she found it funny that this is what Chief Sheets cares about now. Chief Sheets apologized for not knowing what Dr. Ligon was referencing. Dr. Ligon stated that she does not really have a lot of trust that Chief Sheets has the best interest of Nelson County currently. She said she had also spoken to a few professional firefighter friends, and they all had questions about how legal this actually is and whether the County will be liable for something this person in the fire marshal position does. She commented that she thought they needed more time for due diligence.

Chief Sheets stated that he did not understand the reference she was making to a report. Dr. Ligon said there was a report in 2019 that surveyed all fire departments' response times.

Chief Sheets noted that was the Fire Services Board Review that was sanctioned by the Board of Supervisors at that time. He explained that review looked at both fire and EMS. He noted that they interviewed the leadership of every organization in Nelson County, and the report came back to the Nelson County Emergency Services Board—not just to him but to the full Board. He stated that they reviewed the documents and found many egregious, substantial errors, and they had clearly just used boilerplate

language. He stated that the Nelson County Emergency Services Council Board, which he has never been an officer of, decided that they needed to go through the report and rebut the factual errors, which they did. He said they submitted the corrected version to the Board of Supervisors, which then voted to reject the Fire Services Board study outright. He said he was not part of that, nor did he request that study. He said he was simply one person who was interviewed out of a panel of probably a dozen.

Dr. Ligon said that she was interested in the ISO score of all of Nelson. She asked if they were to allow the appointment of a local fire marshal, how it would affect the rest of the County. She noted that there were some litigious questions that had not been answered. Chief Sheets explained that his department has been meeting and discussing this for a while now with the Sheriff's Office, with the Commonwealth's Attorney's office, with the State Fire Marshal's office, and with other agencies—and he felt like they had gotten through that. He said the County should be able to get all their questions answered through Mr. Payne or others. He noted that because the position was restricted to the master plan, the only way the County would be able to benefit from it, or potentially have some liability, would be if the resource was requested through the mutual aid agreement for the fire marshal to actually leave the master plan area.

He stated that if the Sheriff's Office called for a Wintergreen investigator to come and figure out why a fire started in the courthouse, there would be an odd interface there—and that would be something that they aspire to avoid. He said they would like to just do their work under the master plan, which is not indifferent from the way they have done community policing since the beginning of time at Wintergreen.

Mr. Rutherford noted State Code Section 27-30 and asked if there was any reason why this person could not be a sworn officer at Wintergreen and be called a local arson investigator, and utilize that instead of the term fire marshal and going through the County.

Chief Sheets said the fire marshal would be a sworn officer, noting that Mr. Bean would have to complete the basic law enforcement academy, just like all police department employees do.

Mr. Rutherford asked if there was any reason why they just could not pick a guy through their police department. He said there may be a mechanism that already exists that Wintergreen already has the ability to do, because they have a police department and it already allows the usage of that authority.

Ms. McGarry said the term “fire marshal” used in this chapter may include the local fire official and local arson investigator when appointed pursuant to this section, so that would still mean a Board appointment.

Mr. Rutherford said he would be curious if that still exists even though they already have a private police department in use, and asked if they could also find out whether other resort communities like Massanutten have a fire marshal. Chief Sheets responded that they did not, and Lake Monticello goes through Fluvanna County.

Mr. Rutherford suggested that they table this for a month, get their questions out of the way, and then bring it back in March.

Chief Sheets said as far as the ISO countywide issues raised, he's not an insurance person, but ISO is really only applicable and can only be fixed for people who live within five miles of a fire station or a pressurized fire hydrant. He said for most of Nelson County, the ISO score is always going to end up being about the same. He said that Wintergreen and a small section in the central business district, and perhaps a couple of other places where there were pressurized hydrants, where ISO scores could affect property hazard premiums. He said for most of the County, it was not going to matter much. Dr. Ligon responded that it affects mortgages and how many banks are going to give money to people who would like to live there.

Chief Sheets said if you were not within a certain number of miles of pressurized water, the ISO score is always going to go to nine, which is typically the worst. He said what they look at what the hazard is related to your proximity to water. He also said that not everybody uses ISO, and some use an all-hazard approach where they look at where you live and factors such as tornadoes, fires, theft, floods, and things that factor into your comprehensive insurance package—not just your fire department risk.

Mr. Reed asked what Chief Sheets would bring back the following month to discuss the fire marshal subject further. Chief Sheets noted that between now and the next meeting, he would need to receive questions from the Board and he would then work on getting answers. Chief Sheets added that he would recommend for the Board to get with Danny Johnson to answer questions about that report, which he did not quash. He said that he was just one part of it. Mr. Parr noted that the EMS Council was meeting that evening.

### C. Proposed Recreation Foundation

Nelson County Parks and Recreation Director Jerry West indicated that he was there to present the proposal for the Nelson County Recreation Foundation.

Mr. West said the Nelson County Recreation Foundation was something they had been talking about periodically over the last year, and he had met with Ms. McGarry and other staff on several occasions. He said the Nelson County Recreation Foundation would be a foundation to help support the Parks and Recreation Department for alternative funding. Mr. West said he was bringing the idea to the Board's attention to get feedback, suggestions, and questions, and then proceed with the next steps. He said the purpose of the foundation would be to support the Nelson County Parks and Recreation department by seeking and accepting funds, grants, gifts, and donations from organizations, governmental units, and the general public. He said the funds would be an approved 501(c)3 tax-deductible giving opportunity, which would help offset some of the costs within their department given some alternative funding sources.

Mr. West said the intended uses for the foundation would be accepting tax-deductible donations to enhance department offerings and amenities, such as future parks and recreation facilities and projects. He said one of the big topics with this led to the former discussions on the future of Larkin property. He noted that the foundation would be an amazing opportunity to capital fundraise a lot of the funds that would go into the creation of that property. Along with that, he stated, they would look at scholarship offerings for their youth athletics, such as \$500 for youth soccer and youth flag football, that could provide scholarships to people who might not normally be able to afford to participate in their activities.

Mr. West said they would be able to get back into team sponsorships as well, which the department had done in the past but did not have enough sponsorships for all the teams they were creating. He also stated that the team sponsorships were not tax-deductible for businesses, so those funds just went into the general fund. He said a foundation approach would allow businesses and individuals to provide tax-deductible sponsorships to the department. He stated they could also use some of these funds for community special events, enhancing the department's offerings.

Mr. West stated that the Nelson County Recreation Foundation would increase community interactions and support, helping to build that base. He said once they developed a foundation board, it would bring the community together, involving people not normally associated with each other for the same purpose of improving recreation within the County. He said the foundation would not be an advisory board but a revenue fundraising avenue for the department that would also help with volunteer recruitment.

Mr. West stated that they could develop new community events, such as a recreation foundation golf tournament, which would bring the community together and help raise funds. He mentioned that they had a nice golf course at Stoney Creek, and this would be a good opportunity to promote future events. He said this would also help with event permit streamlining and get over some hurdles when planning events. Mr. West stated that their annual Tunnel After Dark event, which supports the Nelson County Food Pantry, could also be managed through the foundation, streamlining proceeds to the organization instead of running it through his department budget line.

Mr. West reported that the next steps would include establishing a 501(c)3 non-profit through the IRS. He noted that they would need to create bylaws and articles of incorporation, which they already had drafted. He said he and Ms. McGarry were working on developing those bylaws, and once they had a solid initial Foundation Board, they would do a final review before submitting to the IRS for approval. Mr. West said they were looking at a maximum of 11 members for the Foundation Board, initially establishing five to seven members. He mentioned that the members would include himself or the Director of Parks and Recreation, the County's Director of Finance as the treasurer, and potentially a Board of Supervisors representative. He also suggested having a representative from the school division and a few community members. He said they were looking at four to five community members from Nelson County as a whole, not necessarily by district, noting that he was open to suggestions from the Board. He said once everything was established, they would need to set up a foundation banking account and secure canopy insurance for the foundation.

Mr. Rutherford said he was excited to hear about the sponsorship piece and recalled how limited that was when he was playing soccer. He said that he refereed at age 13, and it was important to have recreation to get the community together. He said that COVID was a huge detriment to the consistency of Parks and Rec, along with a population shift, but this had the potential to be a really good thing.

Mr. West pointed out that their team sponsorship numbers never really went down, and he said that soccer participation has continued to have the biggest increase. He said when he got here three and a half years ago, there were around 150 to 170 kids participating, and now they had almost 240 kids. Mr. West noted that the largest group for soccer was the U11 age group.

Mr. Parr asked what Mr. West might need from the Board. Mr. West asked the Board for their opinions, suggestions, and any questions they may have. He said if they had any suggestions for initial establishment of board members for the foundation, he would be happy to take those recommendations as well.

Ms. McGarry suggested that the Board provide feedback on the establishment of the Board, and whether they want it to be an official board where the Supervisors make the appointments, such as a lot of their other boards and commissions, or if they would just be willing to let Mr. West and staff get that board assembled if they provide consensus.

Mr. Parr commented that this is something long overdue, and he would support it 100%. He noted that “Cover the Caboose” project could have benefitted from having this foundation and prevented the hurdles they had to go through.

Dr. Ligon asked if they had an accountant to establish the 501(c)3, noting that it was very important how that was established and how they proceeded later. Mr. West said that was something they would be working on with staff as well. He noted that they were looking at the history and development of the Blue Ridge Tunnel Foundation as well.

Mr. Reed said he was really excited about it, especially since there were people in the community who have wanted to put money towards something like this. He said this gives the foundation an opportunity to create an incentive for them to be able to take action on things they might not be able to do otherwise.

Dr. Ligon commented that she would perhaps like to see representation from each district on the foundation board. Mr. Rutherford suggested they start with that approach, and if that model does not work, they can adjust.

Mr. West said they could take this up to a maximum level of 11 members, but starting out with an initial board of less than that gives them room to build.

Ms. McGarry noted that Mr. West had spearheaded this idea and brought it to staff, and she commended him for the foresight to get this going.

## **VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE**

### **A. Reports**

#### **1. County Administrator’s Report**

Ms. McGarry provided the following report:

**A. DSS Building Project:** She said the final schematic design and building specifications were nearing completion, with a planned presentation to the Board at their March 11th meeting, which would entail a request to authorize the project to go out to bid. She said the closing date for the property transfer would be February 21, with an item for them to consider under Other Business that would be an acceptance of conveyance of that property. She presented an integrated project and financing schedule through August 2025 that included these key dates:

- March 11th – BOS considers authorization to bid the project
- Late April – Construction bids received
- May 1st – VRA financing application is due
- May 13th – BOS considers approval of construction contract and Davenport presents VRA Summer Pool plan of finance
- By June 1st – Construction contract in place
- June 10th – BOS considers approval of financing resolution and documents
- July 23rd – VRA bond sale
- August 6th – Tentative VRA closing

**B. High School Renovation Project:** Ms. McGarry said an invitation to bid for construction of the project was issued on January 27th and a pre-bid conference was held on February 3<sup>rd</sup>, with construction bids due February 17th. She said that an integrated project and financing schedule through May 2025 has been provided with Agenda Item V. A. and included these key dates:

- February 11th – BOS considers initial resolution authorizing Virginia Public School Authority (VPSA) financing and a public hearing for March 11th
- February 20th – School Board considers resolution authorizing VPSA financing application and request and consent to issue bonds

- February 24th – VPSA financing application is due
- February 25th – Construction bids received
- By March 11th – School Board approves construction contractor
- March 11th – BOS holds public hearing on financing and considers resolution approving financing and documents
- April 22nd – VPSA bond sale
- May 6th – Executed closing documents due to VPSA
- May 13th – Tentative VPSA closing

**C. Transfer Station Tipping Floor Replacement Project:** Ms. McGarry said the project was ready to go out to bid, but in developing the specs and speaking with the architects, it did not appear they would be able to continue Transfer Station operations while the project was occurring. She said they would indeed need to close the Transfer Station to commercial trash collection and would be able to accept limited household trash at the site for up to 30 days. She said this was due primarily to the poured concrete slab needing a cure period of 14 to 28 days, depending on how fast the concrete reaches the specified design strengths. She said with this new information, staff decided it would be best to take a pause, as they need to provide ample notification of the anticipated closure to our commercial account holders and users of the Transfer Station, and get our alternate plans in place for disposing of household waste collected from the convenience centers. She said this plan would involve direct hauling of trash compactors to Region 2000 unless they can work out a disposal option with Amherst to use the open landfill; that option will require authorization from the Regional Authority Board and the Amherst Board of Supervisors, which could take a few months. She said the cost of direct hauling will be offset by a pause in costs related to Thompson Trucking hauling our waste from the Transfer Station to Region 2000. She added that based on when it appears the closure will be least disruptive with the least amount of trash moving, they are planning for late summer/early fall—with September being the best month based on previous numbers and providing a better cure time.

Mr. Rutherford said this was a big deal, and contractors needed a heads-up, as the next possible haul site was not a close drive. He also suggested that Ms. McGarry send a letter to the homebuilders' association so they can start talking with contractors.

Ms. McGarry said they would also hand out flyers at the Transfer Station and send direct letters to all of their commercial account holders and the homebuilders' association, and she encouraged other suggestions.

**D. FY26 Budget:** Ms. McGarry said there would be a work session to review the draft capital improvements Plan and agency budget requests after this meeting. She said they would look at a preliminary budget calendar, with the goal of setting some ensuing budget work sessions following the general fund budget introduction planned for the March 11th Board meeting.

**E. Remaining 2025 General Assembly Session Dates:**

- February 12th – Deadline for each chamber to complete consideration of the other chamber's budget and revenue bills
- February 17th – Deadline for committee action on legislation by midnight
- February 22nd – Scheduled adjournment
- April 12th – Reconvened session for Governor's amendments and vetoes

**F. Flood Insurance Rate Maps and Floodplain Ordinance Amendment:** Ms. McGarry reported that the Flood Insurance Rate Maps (FIRMS) have been finalized and will become effective August 5, 2025, and it will be incumbent upon the County to amend their floodplain ordinance before this effective date in order to remain in the National Flood Insurance Program (NFIP). She said this process includes: DCR first reviewing the County's draft amended floodplain ordinance for compliance with NFIP requirements, conduct of public hearings on the ordinance amendment and adoption by the Board no later than July 4th, with a final review of the adopted ordinance by DCR by August 5th. She said that Dylan Bishop had submitted the current ordinance to DCR for the NFIP compliance review, and any needed amendments will follow the customary process of going through the Planning Commission for public hearing and then to the Board for public hearing and adoption.

Mr. Rutherford asked what they would amend in the Floodplain ordinance and whether the County had any discretion on the amendments. Ms. McGarry noted that they primarily be amending the ordinance to be in compliance with the state code language and add the new map date. She noted they would not be changing anything discretionary, but they would still be required to go through the public hearing process in order to amend the ordinance.

**G. 2026 Reassessment Webpage:** She said a link to the 2026 Reassessment webpage has been established on the County's website and is located in the blue banner at the top of the homepage, next to the ACRJ Renovation link. She said the page contains some general information about reassessments, including state



code provisions, assessors contact information, and pictures of the field staff working within the County. She said staff would make periodic updates as necessary for the duration of the reassessment, which would include through the conclusion of the Board of Equalization's work in March 2026.

**H. Additional Street Lighting in Lovington:** Ms. McGarry said they have followed up on the additional street lighting in Lovington as requested by Supervisor Rutherford. She said that County staff and AEP staff have collaborated on the addition of two streetlights in Lovington; a request for new service has been submitted, an AEP work order has been issued, and Jeff Brantley will meet with an AEP technician to evaluate the poles. She said that according to AEP, there should be no charge for installation, and the monthly cost is minimal at \$6–\$12 per light.

**I. Meals and Lodging Tax Collection and Lodging Entity Tracking:** She reported that the number of lodging units is 815, up from 806 in the previous report.

**J. Staff Reports:** Department and office reports for May/June have been provided to the Board.

Dr. Ligon asked how the survey was going for the space needs in the Courthouse. Ms. McGarry noted that she had received some responses and was still waiting on others.

## 2. Board Reports

Mr. Parr:

Mr. Parr said the EMS Council meets tonight, and the Social Services Board had met that afternoon. He said they were going to be working on establishing a reduction in force policy, and the question that came up in that meeting was whether would they fall under the counties, and he checked with HR and determined they would not. He stated that Mr. Burdette would be looking into options and coming up with a reduction in force (RIF) policy just so they have something in place. He said while DSS did not fall under the state's policy, that was what they would mirror and reference.

Dr. Ligon:

Dr. Ligon reported that she had attended her first Planning Commission meeting last month; unfortunately, the Commission had lost two members, which she would follow up on a little later. She added that the general consensus was negative on communication from the Board of Supervisors to the Planning Commission, so her goal in her new role is to give the general flavor of the Board to the Planning Commission and not vote on Planning Commission issues, but wait to vote on the issues at the Board meeting. She noted that she was sad that they members on the Planning Commission, but she was excited because they had four new members on board, and they would be educated on their role as Commissioners. She said hopefully, with the increased communication, the Commission would feel that their vote and their voice were heard by the Board.

Dr. Ligon said she also went to the EDA meeting, and that sentiment seemed negative as well, unfortunately—with similar concerns that they were not being heard and that the communication was poor. She added that she truly believed a lot of the issues in Nelson County could be remedied with increased job numbers in the County—good jobs—and giving the EDA power and a voice and the ability to help create those jobs is huge. She stated that she was advocating to educate the EDA, empower them, and allow them to do what the state says they can do to generate money and help create jobs for the County.

Mr. Rutherford noted the EDA and asked if this was related to the directives the Board had made.

Dr. Ligon responded that at the EDA last meeting, they met and some roles of EDAs were defined. She said they were educated on the state vocabulary, what some successful EDAs do to draw in money, and places to start. She said the lawyer they spoke with does a lot of bond initiatives and works with a lot of EDAs, and he felt that a good place to start was funding EDA, with good communication between EDA and the Board of Supervisors.

Mr. Parr mentioned that EDA Board communication was the reason they moved the DSS facility from the original construction site to the new site in the village of Lovington, so that reflected positive communication between the two boards.

Mr. Rutherford:

Mr. Rutherford reported that they did not have a jail Board meeting this past month. He said he had several different meetings with constituents this month related to gravel roads, especially on the Buckingham side

of his district. He said a lot of gravel roads were not sustaining a lot of this water, and he needed to inquire with Robert Brown related to the six-year plan.

Mr. Rutherford said some of the discussions that have been happening with surrounding local governments and the PDC are related to the future of energy use in the Commonwealth as a result of data centers. He said if Virginia is not the number one state in the world to have data centers, they are definitely close to it. He said this is a pretty serious problem because as a result, the Commonwealth is importing a lot more electricity than it historically has ever done. He said that meant higher rates, with power coming from Ohio, Pennsylvania, West Virginia, down south, and out west. He said that local governments like Nelson were going to be finding themselves advocating for some of these. He said it's hard to argue when there are \$3 billion entities showing up and bringing in serious revenue for localities; for example, Amazon is looking at paying almost for the entirety of a new nuclear facility in Louisa just to supply the power needs of some of the data centers in their area. He said there is usually a four- or five-year lapse until the data center power is needed, but it's still a concern now.

Mr. Rutherford reported that they had an excellent Lovingson merchant meeting recently, with a lot of people in attendance. He said there were discussions about what kind of businesses they want to see and what they want the association to get involved with. He asked if there were any updates from VDOT on the sidewalk project. Ms. McGarry noted that she had not heard anything but staff could check.

Mr. Reed:

Mr. Reed reported that at the JABA Board meeting, new Executive Director Judith Selzer was introduced, and she would be meeting the Board in the near future. He added to the EDA meeting comments that there was a proposal for a joint meeting with the Board of Supervisors and the EDA to work on the communication issue, with the hopeful outcome being to work closely on projects.

Mr. Reed said he registered for the TJPDC Regional Housing Summit to be held March 13 at the Omni Hotel in Charlottesville. He mentioned that 78% percent of the funding that TJPDC gets is federal funding, and they are wondering what the future holds for the projects that they already have underway. He also said that one of the big sources of revenue for JABA was donor-advised funds, and there's some speculation that that may not hold the same value that it has now.

He said that he had met with John Adkins regarding Emergency Services, and while the Board of Supervisors chair becomes the Director of Emergency Services it is not always an active role. Mr. Reed noted that he has always deferred to Mr. Parr and Mr. Harvey on EMS items. He said he would be taking three days of trainings to learn more of the ins and outs of what might be required in that position, but also how all the pieces of EMS fit together. He stated that he had attended the Virginia Association of Counties (VACo) Chairperson's Institute in Richmond, consisting of two days of trainings there; regardless of whether supervisors have been, or will be chairing this Board, it was extremely valuable.

Mr. Rutherford reported that the Line of Duty Death Benefit Bill (LODA) passed both Chambers, the House and the Senate, and it was going to be signed by the Governor within the next month. He noted that there were plans to potentially hold a signing ceremony.

B. Appointments

Planning Commission

Ms. Spivey stated that there were two vacancies on the Planning Commission—one for the South District and one for the Central District—and they had received one application each. She said that Gary Scott submitted an application for the South District, and Richard Averitt submitted an application for the Central District. She noted that Mr. Averitt currently serves on the EDA, and he would be unable to serve in both capacities. She indicated that Mr. Averitt was interested in serving on the Planning Commission, and he was willing to resign from the EDA if the Board was also interested in appointing him to the Planning Commission.

Mr. Rutherford commented that he knows both men personally, and they are stalwarts in the community. He read from Mr. Averitt's application: "I will bring a balanced perspective prioritizing individual freedom and private rights along with a deep commitment to community and the desire to see Nelson County and all of its residents thrive, irrespective of economic status and influence."

Dr. Ligon moved to accept Gary Scott as South District representative and Richard Averitt as Central District representative on the Planning Commission, pending Mr. Averitt's resignation from the EDA.

Mr. Reed noted that the Central District term would expire June 30, 2026; the South District term would expire in 2028.

Mr. Rutherford seconded the motion, which passed unanimously (4-0) by roll call vote.

JABA Council on Aging

Mr. Parr moved to appoint Dr. William Iverson to the JABA Council on Aging for a two-year term through 2026. Mr. Rutherford seconded the motion, which passed unanimously (4-0) by roll call vote.

C. Correspondence

Mr. Parr thanked the Nelson County Juneteenth Celebration Committee and moved that they allocate \$5,000 for the Juneteenth celebration to take place June 22, 2025. Dr. Ligon seconded the motion, which passed unanimously (4-0) by roll call vote.

Mr. Rutherford thanked staff for coordinating the two new streetlights in Lovington.

Dr. Ligon asked when the Christmas lights were coming down. Ms. McGarry noted that she believed the lights remaining up were the ones handled by CVEC folks and they had been swamped with work. She indicated that staff would look into it.

D. Directives

There were none.

**VIII. OTHER BUSINESS (AS PRESENTED)**

**Resolution R2025-11 Nelson County Board of Supervisors authorization for acceptance and conveyance of 37 Tanbark Drive, Lovington, for the Department of Social Services**

Ms. McGarry stated that Resolution R2025-11 is for authorization for acceptance of conveyance of 37 Tanbark Drive, Lovington property for the Department of Social Services building project. She noted that the closing was scheduled for Friday that week and Mr. Payne needed the Board's authorization prior to the closing.

Mr. Rutherford moved to approve **Resolution R2025-11**, Nelson County Board of Supervisors authorization for acceptance and conveyance of 37 Tanbark Drive, Lovington, for the Department of Social Services. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

**RESOLUTION R2025-11  
NELSON COUNTY BOARD OF SUPERVISORS  
AUTHORIZATION FOR ACCEPTANCE OF CONVEYANCE  
37 TANBARK DRIVE, LOVINGSTON FOR  
DEPARTMENT OF SOCIAL SERVICES BUILDING PROJECT**

**BE IT RESOLVED**, the Nelson County Board of Supervisors does hereby approve and accept the conveyance of real estate at 37 Tanbark Drive, Lovington, from Joe Lee McClellan, Inc. for the planned location of the Department of Social Services building project; the parcel being Tax Map Numbers 58-A-36 and 58-A-37 and described as: "All that certain tract or parcel of land, with improvements thereon and appurtenances thereto belonging, situated in the Lovington Magisterial District of Nelson County, Virginia, containing One and twenty-six hundredths (1.26) acres, more or less; and

**BE IT FURTHER RESOLVED**, by the Nelson County Board of Supervisors that the County Attorney, Phillip D. Payne, IV, is hereby authorized to accept the deed of conveyance thereof in consideration of the sum of \$775,000.00.

Ms. McGarry said the second item was also related to the DSS building project, and they essentially need to amend the PMA Architecture contract to include additional services to prepare a site inspection and report identifying lead paint and asbestos containing materials in the building. She said they would also prepare

removal specifications to be included in the project manual for construction bidding, and this would need to be done so that any abatement of any lead or asbestos is identified and specified within the bidding specifications so that the contractor will take care of that before the building is demolished.

Ms. McGarry said the amendment is for \$5,671, which is the amount proposed by Marine Chemist Service, Inc. of Newport News.

Mr. Rutherford said they did not really have any options as it relates to asbestos.

Mr. Rutherford moved to authorize staff to proceed with amendment in the amount of \$5,671 for asbestos identification and remediation for the DSS building, 37 Tanbark Drive, Lovingson. Mr. Parr seconded the motion, which passed unanimously (4-0) by roll call vote.

Mr. Parr noted one last item from Correspondence. Mr. Parr recognized the FFA team, which the Board had allocated \$5,000 for at the end of last year, and the team attended the Western National Roundup in Denver, Colorado, and placed 15<sup>th</sup> in the nation. He congratulated the team, and their leaders, Margaret Seaman and Cole Ramsey.

### **Recess**

The Board took a fifteen-minute recess.

## **VII. REVIEW FY26 CAPITAL IMPROVEMENT PLAN AND AGENCY REQUESTS**

Ms. McGarry noted that they would be reviewing CIP and Agency requests today. She reviewed the proposed budget calendar, stating that the general fund budget would be introduced at the next regular Board meeting on March 11, 2025. She indicated that the School Board budget is expected to be received on March 17, 2025. She noted that they were waiting to hear back from the School Board on a date to hold a joint meeting. She noted that the Board had expressed interest in holding longer work sessions and fewer of them, instead of many short work sessions. The Board discussed options for work sessions and decided to hold a budget work session on March 18, 2025 from 10:00 a.m. to 4:00 p.m.

Ms. McGarry reported that the Board must decide on any tax increases by March 26, 2025 so the County can get the notices out in time to the paper for an April 10, 2025 public hearing. The Board decided on March 25, 2025 from 10 a.m. to 4 p.m. for a second budget work session, as well as a tentative work session on April 1, 2025 from 10 a.m. to 12 p.m.

The Board suggested March 20, 2025 as a potential joint meeting with the School Board with March 19th as a fallback. They also decided to have April 10, 2025 at 3p.m. as an additional budget work session if needed.

Ms. McGarry reviewed other dates of note. She indicated that they would plan to get the tax rates and personal property tax relief percentage to the Commissioner of Revenue by Friday, April 11<sup>th</sup>. She noted that the budget public hearing was scheduled for Tuesday, May 13<sup>th</sup> at the regular board meeting. She also indicated that the Treasurer would be sending the tax bills out the week of May 12<sup>th</sup>. She then noted that the FY26 budget adoption and appropriation would be scheduled for Tuesday, June 10<sup>th</sup>, which was a regular board meeting day. She indicated that the Board would have to wait at least seven days after the public hearing to adopt the budget. She noted that the Board could adopt the budget sooner than the June 10<sup>th</sup> meeting, she was just trying to line up the schedule with their regular meetings.

Mr. Reed noted that the Board would decide real estate and property taxes at the March 25<sup>th</sup> meeting.

Ms. McGarry presented the Capital Improvement Plan. Ms. Mawyer stated that she did not put any of the requests in priority order, she put these in order of department by number. Ms. McGarry noted that all of the requests had been submitted by staff but they had not been vetted yet. She added that there were still a few things they were waiting on pricing for.

Mr. Rutherford said the one that pays for itself and pays for more things is the short-term rental system, as online payment systems greatly improved payment timeliness. Mr. Reed noted that he had also flagged that item.

Ms. McGarry said that some of these items went in the capital outlay section of the budget and were not necessarily capital improvements, noting that they were likely going to have more non-recurring revenue than recurring at the moment.

Mr. Reed said the only other thing he wanted to bring up under Parks and Recreation was the survey for the Sturt Park property, because they needed to get a survey done. He noted that there was some forest money available. He asked if the Capital Improvement Plan was where the survey for Sturt should be included. Ms. McGarry clarified that they just needed to move ahead with the survey because that money is already in the budget. She noted that staff has already compiled a list of surveyors to get quotes from.

The Board discussed the Capital Improvement Plan. Mr. Parr clarified that the first two pages of the technology request were for FY26, and the last two pages were FY28–30. Ms. McGarry noted that vehicles were not included in the CIP.

Dr. Ligon asked about remote site switch replacements. Ms. Rorrer noted other switches had been replaced during previous and current budget cycles. Mr. Rutherford noted that there was a lot to look at for CIP.

Ms. McGarry said the total for FY26, with the exception of a few things they were waiting for quotes on, is \$1,093,689. She said those items pending quotes were related to the asphalt repair around the courthouse area and the convenience centers, and roof repairs at the courthouse. Mr. Rutherford stated that he was in support of a park area in Lovington. Ms. McGarry noted that some good points had been made in a staff meeting earlier in the day to indicate that the location next to Building Inspections may not be the best location due to the amount of foot traffic from Town Creek and hanging around the laundromat and surrounding areas. She noted another location that had been discussed for a park was the space behind the Nelson Center. Mr. Rutherford commented that another suggested location was behind the Hoover Stevens building. Ms. McGarry suggested that the Lovington park needed some more thought, in terms of location. She noted that the Forest Sustainability Funds could be used for outdoor recreation also.

Mr. Rutherford asked when the County would be on the hook for the \$3 million for the radio upgrade and the \$1.5 million radio tower site.

Ms. Rorrer noted that the radio upgrade was optional but they should start thinking about it. Ms. McGarry noted this was a proposed upgrade to move the radio system to a trunked system. Ms. Rorrer explained that a new tower site would improve radio communications coverage in the southern portion of the county. She indicated that the last radio upgrade was during 2015 to 2018. She noted that the trunked component would be built on existing infrastructure, and it would be an enhancement, not like starting completely from scratch.

Dr. Ligon asked about the \$1.5 million and what that would be cover. Ms. Rorrer explained that the site would be leased and the tower would be constructed. Dr. Ligon asked if annual tower lease was included in the annual operational costs. Ms. Rorrer indicated that Nelson could possibly partner with Buckingham for a shared use site. She noted that the \$43,000 annual cost did not include the lease of the site. Dr. Ligon asked if there were potential sites being considered. Ms. Rorrer noted a consultant or someone from Motorola would need to help County to determine locations once they were seriously considering a site. She indicated that a lot of the initial work would be done at no charge. She noted it would be a multi-year process. Dr. Ligon commented that a lot would be going on by 2027 in the southern portion of County and it would be good to have the evaluations started. Ms. Rorrer commented that they could get started on the process without expending any money and she noted she could check to confirm that there no initial expense.

Mr. Reed noted the County Facilities Study on the CIP for FY27. He asked if that would assess what the County has currently and determine future needs, or if it would be for repairs and servicing of what was currently in use. Ms. McGarry noted that it could be all of that. She noted that an architectural firm would likely do the study. She explained that the \$75,000 estimate was just a guess based on the Schools Facility Study which was about \$50,000. Mr. Reed asked if the FY27 Facilities Study would include the School Administration offices. Ms. McGarry noted that it could also include that. She noted that the School's facility study did not include the School Administration offices because that was something that came up much later in the study process.

Dr. Ligon expressed concerns on punting the issues on available space another two years down the road. She noted that the Commonwealth Attorney has been requesting more room for a while now. Ms. McGarry noted that it could be moved sooner in the CIP. She explained that the issue was a domino effect, someone would have to move out of the Courthouse to create office space for the Commonwealth Attorney. Mr. Parr noted it would be interesting to see what the School facility study says.

Mr. Reed asked for Mr. Parr's opinion on the shelter trailers for EMS. Mr. Parr noted there did not seem to be a choice as it was mandated. Ms. McGarry explained the one shelter trailer would have the equipment needed to setup the shelter for people. She explained that if there is a shelter for people, there would also be something

required for companion animals as well. She noted that they already had shelters established for an emergency, they just did not have the cots and other items needed.

Ms. McGarry noted that for some of the items in the CIP, there could be grant opportunities available. She indicated that the County would pursue any grant funding opportunities that they could.

Dr. Ligon noted that they had discussed the trunking of the radio system during last year's budget process. She commented that it would fix the issues with Wintergreen's communication with the County. Ms. Rorrer noted that the issues with Wintergreen were related to the console in Dispatch and aging infrastructure. She explained that trunking would enable them to roll Wintergreen in on the communication side. She noted that the trunked system does not restrict County. She reported that the County currently had four frequencies (Fire and Rescue, Fire and Rescue backup, Sheriff, and Paging). She indicated that the trunk system would allow for the creation of many groups to where communications did not need to be heard by all. Dr. Ligon asked if Wintergreen could help pay for it, Ms. Rorrer noted she was not sure if they would be able to absorb some of the cost. She commented that she thought it was something they should proceed with, regardless of whether Wintergreen was able to contribute. Ms. McGarry noted there would also be about a \$400,000 increase in the annual operation cost if they moved to a trunked system. Dr. Ligon asked why the annual operations cost was high and whether that was related to the number of users. Ms. Rorrer noted it was a basic system cost that was not based on the number of users or groups on the system, rather the number of sites and equipment did affect the cost.

Mr. Rutherford commented that he liked the idea of a Recreation Master Plan but he was not sold on it yet. Mr. Reed noted that the Recreation Foundation would be able to help move that forward.

Mr. Rutherford noted it was hard to go through the CIP without knowing how much money they had.

Dr. Ligon noted Emergency Services had a request in FY26 for two Starlink Wanderer Pro units with a cost of \$9,190 and an annual cost of \$1,000. She noted that she had a Starlink and it did not cost that much. Mr. Rutherford noted that his did not cost that much either. Ms. McGarry noted that the two units would be geared towards disaster response. She indicated that they would check on the cost for the units. She also noted that there could be grant opportunities to pay for the units.

Mr. Reed asked to discuss what building renovations were needed at the Building Inspections office. Dr. Ligon noted that it was built on fill dirt and the building was settling. Ms. McGarry noted that they had an architectural evaluation done in the last few years. Mr. Rutherford noted that it was determined to likely cost around \$500,000 to fix. He commented that the best case scenario was to take the building down and rebuild on a better foundation. Ms. McGarry explained that due to zoning regulations regarding structures in the floodplain or floodway, they were limited to only make up to a certain value of improvements per year. Dr. Ligon noted the expense of building a new structure. Ms. McGarry noted that currently \$115,000 was half of the building's assessed value and that was the amount of major repairs that could be done per year due to the building being in a floodway. Dr. Ligon asked if a survey was done by Building Inspections regarding their space needs. Ms. McGarry noted they did not because PMA had already done a space needs study recently. Mr. Reed asked to seriously consider options, noting the impact of flooding in Asheville, NC. He asked about the possibility of the Nelson Center and moving Planning and Zoning and Building Inspections to that location. Ms. McGarry noted that it was a possibility. Dr. Ligon commented that would mean they were paying more rent.

The Board then discussed the telephone system upgrade. Dr. Ligon asked if an upgrade in 2026 would patch things together, noting that the lines recently went down. Ms. Rorrer explained that the issue was related to the provider, not the system. She indicated that the upgrade to the telecom would be because the phones had reached what the provider had determined to be their end of life and support would be limited. Dr. Ligon asked about going to internet for phones. Ms. Rorrer noted that with the organization's size, it would be best to keep the phone system as is.

The Board then decided to wait on discussing CIP further until more information on revenues was available.

The Board then reviewed the agency requests.

Mr. Rutherford noted that several of the agencies were not asking for an increase in funding for FY26. He commented that TJEMS Council did not request any funds for FY26.

Ms. McGarry reviewed the line-item budget requests, with several specific approvals as follows:

- Nelson County EMS Council: The Board was in agreement to fund at \$553,103 which was an increase of \$55,952 over FY25. Ms. McGarry noted that a majority of the increase was due to the new expenses. Mr. Parr noted that was due to the fact that a lot of departments were paying for the expenses out of pocket and not submitting those requests to the County. Dr. Ligon noted that she was concerned because the Fire Department was having to pay for more things. She asked if they

used a central ordering system for all agencies to use to get better discounts. Mr. Parr noted that for some things, they did pool their resources.

- Nelson County Health Department: The Board was in agreement to fund the Health Department's request of \$375,519 which was an increase of \$17,882. Ms. McGarry noted that they would have a full year of new rent coming up. She indicated that the new local share would be about \$10,000 more than the current local share. She explained that the Health Department had built in a 3% staff salary increase starting in July. She noted that there was a 6.3% increase to provide for salary increases and a portion of the community health worker supervisor's salary. She reported that the County's local share was 45% while the State's share was 55%.

Mr. Rutherford suggested that any agencies not seeking increases be kept as requested.

- Region Ten Community Services Board: Funded at \$150,000 for FY26.
- PVCC: Funded at \$2,124 for FY26, which was an increase of \$7 over FY25.
- Thomas Jefferson Soil and Water Conservation District: Funded at \$36,142 for FY26, which was a \$1,053 increase over FY25.
- Thomas Jefferson Planning District Commission: Funded at \$21,267 for FY26, which was a decrease of \$9,645 from FY25. Ms. McGarry explained that the reason for the decrease in the amount of funds requested was due to the fact that the current FY25 budget included a \$10,000 contribution for the Regional Housing Needs Assessment.
- Jefferson Madison Regional Library: Funded at \$413,914 for FY26, which was an increase of \$30,949 over FY25. Ms. Mawyer noted that the biggest part of the increase was due to insurance. Ms. McGarry noted that the Library fell under the same benefits as Charlottesville City. Dr. Ligon noted that the library did a great job with its programming. Ms. McGarry explained that the library had a 30.6% increase in health insurance.
- TJEMS Council: No funding requested for FY26.
- JABA: Funded at \$111,904 for FY26, no increase requested from FY25 budget.
- JAUNT: Funded at \$88,840 for FY26, which was a decrease in the FY25 amount requested by \$1,339. Dr. Ligon asked if they were decreasing services because that would affect JABA. Ms. McGarry noted there was no change in services provided. Mr. Rutherford suggested that JAUNT come present at a future meeting.
- MACAA: Requesting \$55,000 for FY26, which was an increase of \$19,000 in funding over FY25. Mr. Reed noted that they were not doing Headstart for FY26, but they had added an afterschool program. The Board requested a more detailed description of services and asked that MACAA attend a budget work session to explain what they are doing and what services would be provided before any funding decision could be made.
- Shelter for Help in Emergency: Funded at \$9,372 for FY26, which was an increase of \$446 over FY25.
- Foothills Child Advocacy Center: Funded at \$10,000 for FY26, which was an increase of \$745 over FY25.
- OAR/Community Corrections: Funded at \$15,366 for FY26 as requested, which was an increase of \$2,459 over FY25.
- Nelson County Economic Development Authority: Funded at \$8,100 for FY26 as requested, which was an increase of \$5,000 over FY25. Ms. McGarry explained that \$3,100 was their usual request. She noted that the \$5,000 was for a strategic planning study.
- Central Virginia Economic Development Partnership: Funded at \$10,000 for FY26 as requested, no changes from FY25.
- Nelson County Community Development Foundation: Funded at \$69,661 for FY26 with no increase from FY25, wait on the \$25,000 to be considered separately. Mr. Reed noted that the NCCDF was actually doing more than they had projected last year. He indicated that NCCDF was also taking over the high school house project since Habitat for Humanity was no longer doing it.

Ms. McGarry noted that they had relinquished the Regional Section 8 Housing Voucher management, so it had freed NCCDF up to focus on their mission. Mr. Reed noted that NCCDF had requested an additional \$25,000 to support the housing project. Board in agreement to keep the \$25,000 separate from the operational funding and have NCCDF at a future budget work session for more information.

- Community Investment Collaboration (CVSBDC): Funded at \$8,976 as requested for FY26, which was an increase of \$268 over FY25.
- CASA: Funded at \$3,500 for FY26 as requested, no increase from FY25.
- Gladstone Senior Meals: Funded at \$15,000 for FY26 as requested, no increase from FY25.
- Rockfish Senior Meals: Funded at \$12,367 for FY26 as requested, no increase from FY25.
- Virginia Institute of Government: Funded at \$1,000 for FY26, no increase from FY25.
- Virginia Career Works Piedmont: Funded at \$2,942 for FY26 as requested.
- Wintergreen Performing Arts – 50/50 Grant: Funded at \$9,000 for FY26 as requested, no increase from FY25.
- Habitat for Humanity – Piedmont Region: Funded at \$2,500 for FY26 as requested. Mr. Rutherford said the last time he spoke with Sam Parkins, Mr. Parkins noted that Habitat’s biggest hurdle was that they had utilized all their existing lots.

## **IX. ADJOURNMENT**

At 5:43 p.m., Mr. Rutherford moved to adjourn their meeting and continue to February 26, 2025 at 6:00 p.m. for a joint work session with the Planning Commission.

Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote and the meeting adjourned.



**Virginia:**

AT A REGULAR MEETING of the Nelson County Board of Supervisors at 2:00 p.m. in the General District Courtroom located on the third floor of the Nelson County Courthouse, in Lovingson, Virginia.

Present: Ernie Q. Reed, Central District Supervisor – Chair  
Dr. Jessica L. Ligon, South District Supervisor – Vice Chair  
J. David Parr, West District Supervisor  
Candice W. McGarry, County Administrator  
Amanda B. Spivey, Administrative Assistant/Deputy Clerk  
Grace E. Mawyer, Director of Finance and Human Resources

Absent: Thomas D. Harvey, North District Supervisor  
Jesse N. Rutherford, East District Supervisor

**I. CALL TO ORDER**

Mr. Reed called the meeting to order at 2:01 p.m. with three (3) Supervisors present to establish a quorum. Mr. Rutherford and Mr. Harvey were absent.

- A. Moment of Silence – Attendees observed a moment of silence.
- B. Pledge of Allegiance – Dr. Ligon led the Pledge of Allegiance.

**II. PUBLIC COMMENTS**

*Joanne Clarkson - Piney River, VA*

Ms. Clarkson stated that she had been unaware of the duplexes going up on St. James Church Road until she read the article in the *Nelson County Times* on August 21, and she has concerns about that given what other similar Section 8 housing in the area ended up looking like. She asked what the criteria was for people moving into the duplexes and who would monitor it. She emphasized that she is not against affordable housing but feels they need more transparency when these are proposed. She commented that people living on that road had no idea that the duplexes were going to be built there. Ms. Clarkson stated that she had no issue with the Board waiving the fees. She said she did not want to project to turn out the way that Piney River has. She suggested that the Board think about zoning. She noted that she owned property on both sides of Route 56 and she could put duplexes on that under A-1 without making any changes to the zoning. She indicated that she was advocating for a meeting with the Board of Supervisors, the Nelson County Community Development Foundation, the Nelson County Service Authority, the citizens of Piney River, and other stakeholders.

**III. CONSENT AGENDA**

Dr. Ligon moved to approve the Consent Agenda as presented. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion by roll call vote (3–0), and the following resolutions were adopted:

- A. Resolution – R2025-65 Minutes for Approval

**RESOLUTION R2025-65  
NELSON COUNTY BOARD OF SUPERVISORS  
APPROVAL OF MINUTES  
(May 21, 2025, August 12, 2025 and August 19, 2025)**

**RESOLVED**, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **May 21, 2025, August 12, 2025 and August 19, 2025** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

- B. Resolution – R2025-66 FY26 Budget Amendment

September 9, 2025

**RESOLUTION R2025-66**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF FISCAL YEAR 2025-2026 BUDGET**  
**September 9, 2025**

**I. Appropriation of Funds (General Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 30,008.00	3-100-009999-0001	4-100-022010-5419
\$ 10,000.00	3-100-002404-0060	4-100-081020-7061
\$ 649.95	3-100-003303-0107	4-100-031020-1013
\$ 965.64	3-100-003303-0107	4-100-999000-9905
\$ 1,541.31	3-100-003303-0107	4-100-999000-9905
\$ 2,376.96	3-100-003303-0107	4-100-999000-9905
\$ 7,359.41	3-100-003303-0051	4-100-999000-9905
\$ 3,126.67	3-100-002404-0035	4-100-999000-9905
\$ 4,612.17	3-100-001899-0008	4-100-091030-5202
\$ 2,298.08	3-100-001899-0008	4-100-091030-5202
\$ 7,862.93	3-100-001899-0008	4-100-091030-5202
\$ 18,085.60	3-100-002404-0002	4-100-032020-5650
\$ 230,125.60	3-100-009999-0001	4-100-091050-7085
\$ 37,054.81	3-100-001803-0020	4-100-999000-9905
\$ 19,497.00	3-100-009999-0001	4-100-091030-5657
\$ 1,242.90	3-100-001401-0002	4-100-031020-7017
<b>\$ 376,807.03</b>		

**II. Transfer of Funds (General Fund Departmental)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 67,226.00	4-100-031020-7049	4-100-031020-7015
\$ 5,143.00	4-100-031020-7049	4-100-031020-2001
\$ 1,536.00	3-100-001401-0001	3-100-001401-0002
<b>\$ 73,905.00</b>		

**III. Transfer of Funds (Capital Fund)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 305,191.84	4-110-094200-8350	4-110-094200-8324
<b>\$ 305,191.84</b>		

**C. Resolution – R2025-67 Opioid Settlement Participation**

**RESOLUTION R2025-67**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF THE COUNTY’S PARTICIPATION IN THE PROPOSED SETTLEMENTS OF**  
**OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR,**  
**MYLAN, SUN, AND ZYDUS, AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE**  
**DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY’S PARTICIPATION IN THE**  
**SETTLEMENTS**

**WHEREAS**, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Nelson, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Nelson County’s various departments and agencies; and

**WHEREAS**, the Commonwealth of Virginia and its counties and cities, including Nelson County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Nelson County; and

**WHEREAS**, settlement proposals have been negotiated that will cause the opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively, “the Manufacturers”) to pay an aggregate of approximately \$720 million dollars nationwide to resolve opioid-related claims against them; and

**WHEREAS**, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the “Virginia MOU”), and affirms that each of the pending settlements with the Manufacturers shall be considered a “Settlement” that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger;

**WHEREAS**, the County Attorney has reviewed the available information about the proposed settlements with the Manufacturers and has recommended that the County participate in the settlements in order to recover its share of the funds that the settlements would provide;

**NOW THEREFORE BE IT RESOLVED** that the Nelson County Board of Supervisors, this 9th day of September, 2025, approves of the County’s participation in the proposed settlements of opioid-related claims against the Manufacturers, and directs the County Attorney to execute the documents necessary to effectuate the County’s participation in the settlements, including the required release of claims against the Manufacturers.

#### **IV. PRESENTATIONS**

##### **A. VDOT Report**

Robert Brown, VDOT Residency Administrator provided the following report:

Mr. Brown reported that the final repair on Rockfish River Road/Route 617 is underway and should be completed within the next two weeks. He indicated that they had to complete a pipe replacement on Route 6 on Afton Mountain, and while it was not an emergency, paving is set to start on September 10 on Route 6 coming down from Route 250 to 151, so they went ahead and completed the pipe replacement in advance of the paving operations. He noted that the pipe replacement in Gladstone had been completed.

Mr. Brown indicated that there was a lot of ditching they wanted to accomplish throughout the County, with Cub Creek currently underway. He noted that VDOT would do one more cutting on the four-lane primaries, beginning October 14th, and it would be a total cut for the entire right of way and median.

Supervisors then discussed the following VDOT issues:

##### Dr. Ligon:

Dr. Ligon said a constituent had come to her regarding Arrington Road where the road had been cut into for a culvert and there were still cones present, to ask when the black top would be put back down. She stated that there was a near incident with a motorcycle on Keys Church Road, and she wondered if there should be a caution at the end of the road, as a lot of people use it as a cut-through over Eagle Mountain. Mr. Brown noted they would take care of putting up signs. Dr. Ligon also asked about the cost for some “Children at Play” signs for Gladstone. Mr. Brown responded that the signs cost between \$500 and \$800 each. Mr. Reed suggested that Dr. Ligon bring up the signs under Other Business for discussion. Mr. Brown noted that if the Board wanted to move forward with the signs, to let him know, and he would provide an agreement to be signed to proceed with the installation. Mr. Parr asked if having those signs was something standard in communities with concentrations of residential areas and lower speed limit areas. Mr. Brown responded that most of those requests are from urbanized areas. He noted that they tend to set a precedent once they are placed because once they put one up, they would have requests for others.

##### Mr. Parr:

Mr. Parr did not have any VDOT issues to report.

##### Mr. Reed:

Mr. Reed did not have any VDOT issues to report.

##### **B. BRVGS Sister Cities Proposal – Brayden Murphy and Odin Clark-Cearley**

NCHS Seniors Brayden Murphy and Odin Clark-Cearley were present to discuss their Sister Cities proposal. Mr. Murphy stated that he and Mr. Clark-Cearley would like to discuss bringing a “Sister City” to Nelson County, explaining that the goal is to establish a relationship with a foreign locality and help build a bridge between the two communities. Mr. Murphy said this helps establish both a formal and informal bond through

which they can trade business notes, government politics, and culture. He explained that this helped to create a bridge between the two cultures and it was designed so that each Sister City benefitted from it. Mr. Murphy explained that Sister City International is the organization that primarily organizes Sister Cities throughout the participating countries, with the highest elected official of each body coming together to make an agreement to become sister cities.

Mr. Clark-Cearley stated that having a Sister City can provide exposure to international culture within Nelson County and bring visitors to the local community. He noted that there would be countywide opportunities for involvement such as pen pals for kindergarten and elementary school students, course and culture days at the high school. He indicated that as an end goal, they envisioned a foreign exchange program. He emphasized that the startup costs for the program are nominal, whereas the benefits are long lasting.

Mr. Murphy explained that the first step is determining the criteria and determine which cities they want to become a Sister City or Friendship City with, then vet those ideas in terms of counties and cities that fit the criteria for a match with Nelson. He said they could include similar economic backgrounds, population density, and other characteristics that make them a good fit. He noted that the next step would be to reach out to foreign communities, then build the relationship. He noted that the formal agreement would then go through the Sister City International (SCI) organization. Mr. Murphy noted that SCI had a template agreement for both government bodies to sign and enter into.

Mr. Clark-Cearley explained that they were proposing a Nelson County Sister City Initiative (NCSCI) to serve as an appointed body, to ensure that the process goes smoothly. He noted it would be an organization that could host projects and manage schedules between different events that the SCI group would want to hold.

Mr. Murphy stated that they were not asking the Board for money or financial support. He indicated that they were seeking the Board's blessing and support for their project. Mr. Clark-Cearley reported that they did not have a budget for the project, noting there was a startup fee for Sister Cities International that was determined by the county's size. He noted that he and Mr. Murphy were prepared to pay that out of pocket as it was not very much. He explained that they would get to certain points during the project where things would have to go through he and Mr. Murphy, to the Board for review. Mr. Murphy noted that they would love for the Board to work alongside them through the project, but they were certainly not obliged to.

Mr. Parr asked if this was for a school project. Mr. Clark-Cearley confirmed that they are required to do a capstone project through the Blue Ridge Virtual Governor's School (BRVGS) that services the community. Mr. Parr asked about the estimated timeline. Mr. Clark-Cearley said it was hard to say for sure, he estimated that they could come to a formal agreement as friendship cities, which is an intermediary step between becoming sister cities, in a matter of a few months. He noted that they could find that they are not best suited for each other, and stepping down is an option to then take things slower. He commented that it could all happen in about eight months, or as soon as four months, it would just depend on the diplomacy. Mr. Parr asked if Mr. Murphy and Mr. Clark-Cearley as seniors were hoping to have this completed during their time in school, or if it would possibly carryover to another group of BRVGS students the following year. Mr. Murphy explained that with BRVGS, a part of the project objective was "leaving a legacy," so if they were unable to bring the project to completion, it could obviously continue after they graduate with the next group of students who would then be provided with the materials to move forward.

Mr. Parr commented that he thought it was a great idea. He asked if there would be any room for input from the Board on the city selection. Mr. Clark-Cearley noted that they would plan to come back to the Board with a list of potential cities of nominated cities to be discussed and voted on. Dr. Ligon asked how much the fee would be to participate. Mr. Clark-Cearley indicated that the fee was \$410. Mr. Murphy explained that the high school had multiple bodies like Youth Philanthropy Council and National Honor Society, that they could work with to cover any fees that come up. Mr. Clark-Cearley noted that they could apply for grants through those student organizations.

Mr. Reed commented that this is a great initiative that has a lot of benefits. He said that he would like them to not work in a vacuum and asked if there was a team of people beyond the two presenters.

Mr. Clark-Cearley responded that it begins with the two of them, but the Nelson County Sister City Initiative (NCSCI) would be an opportunity for other people to join the team. He noted that they had been talking with Charlottesville's Sister City Commissioner to see if they could intern with them to get a mentor/mentee relationship going. He commented that they pull a lot of interest from their peers as well, but that was only high school age students. Mr. Clark-Cearley said that they plan to request the startup fee from the Youth Philanthropy Council.

Mr. Reed said that was a great approach, and he asked that the two presenters provide an update in October and perhaps pose a slate of suggested Sister Cities. Mr. Clark-Cearley noted that they could return to provide updates.

Mr. Murphy agreed, stating that thus far they have looked at localities in northwestern Argentina, southeastern France, and northeastern Spain. Mr. Clark-Cearley noted that the reason for those suggestions, in part, is that they are agriculturally based like Nelson and had similar climates.

#### C. TJPDC 2025 Legislative Update – David Blount

Mr. David Blount commended the previous presentation and stated that he was before the Board to provide a legislative update related to the state budget and other legislative activities as they discuss development of the regional legislative program.

Mr. Blount reported that within the last month, the Governor had announced to close out FY25, there were excess revenues at the state level of about a half a billion dollars; when adding another \$900 million in savings as the result of some of the Governor's vetoes from last spring, as well as other transfers, there would be an approximate \$1.7 billion revenue excess to build into the FY26 budget for the next 10 months or so. He said once the General Assembly begins looking at fiscal years 2027 and 2028 by developing a biennial budget for the next two fiscal years, things become more uncertain due to not knowing the impact of federal happenings, the state of the economy, and those effects on the state budget. He noted that some expenses and changes will impact the Supplemental Nutrition Assistance Program (SNAP) and Medicaid eligibility determination.

Mr. Blount stated that the situation may change by November, and by February, when the next biennial budget is being finalized, it could be different. He said that the legislature will probably exercise caution and will have to address required expenses as well as determine where to fill in gaps that may exist. He said they would have to consider the impact on state-level funding, which may trickle down to localities, K-12 education funding, health and human services, and public safety. He said he wanted to bring this information forward and that more will be known when the Governor introduces proposed budget amendments in December, followed by the General Assembly session starting in January.

Mr. Blount stated that this is probably the third year he has come before them and said they would be "playing defense" as local governments as it relates to land use authority. He noted that this was especially true last year, with much discussion around the energy issue and siting of solar facilities. He said that this year, those issues will still be discussed, but there may be broader discussions regarding energy storage, load capacities, and tax credits, which local governments will be monitoring. Mr. Blount said there was a lot of legislation last year on data centers, with the JLARC report released before the session. He reported that no legislation ultimately passed addressing data centers, but he expects to see many of those bills return, either in the same or alternate form, during the next General Assembly session. He added that housing affordability has been a priority topic for the legislature for several years, with proposals involving both incentives and requirements, and he expects those to continue.

Mr. Blount presented the regional legislative program for TJPDC and provided a short summary of the top three legislative priorities in the 2025 program. Mr. Blount said these priorities have been around for a number of years, including public education funding and having the state play a greater role in working with localities and supplementing funding for K-12. He stated that budgets and funding encompassed numerous things, noting that local governments want the state to partner in funding programs carried out locally, with avoidance of unfunded mandates and shifting costs from the state to localities. He noted that land use and growth management have become elevated priorities in the past several years, with emphasis on local authority making those decisions.

Mr. Blount stated that he is reviewing these priorities and the program as a whole in the coming weeks, and he wanted to get suggestions from this Board on priority items and any additions to the legislative positions section. He said he is glad to take suggestions in the coming weeks, with a draft to be sent out in early October and his return in November for approval.

Mr. Reed commented that this year is critical, with more people watching to see what direction things might shift after November, and he asked when Mr. Blount would return with the legislative program. Mr. Blount responded that he would be returning to their meeting in November, but it would be after the November elections.

Mr. Reed said they will also be discussing this further at the Virginia Association of Counties (VACo) meeting in November.

#### D. 2026 General Reassessment Update – Gary Eanes

Mr. Gary Eanes of Wampler Eanes Appraisal Group stated that his company was acquired by Vision Government Solutions, but nothing had changed in their approach. Mr. Eanes reported that by the end of this

year, they will have completed 167 reassessments across 54 different localities throughout Virginia and North Carolina, totaling over 2.8 million properties assessed.

Mr. Eanes explained that state law requires counties to reappraise at least every four years, but reassessments can also be conducted annually or biennially. Mr. Eanes said that if a county's population is below 50,000, it can opt for a six-year cycle. He stated that the state recommends at least a four-year interval, and noted that Nelson County has maintained this schedule for quite some time. Mr. Eanes explained that another reason for reassessment is the State Department of Taxation's review of property sales in the County; if the sales ratio drops below 70%, the department will request a reassessment. He said that some localities have had to conduct emergency assessments to raise the ratio above 70%. He stated that every percent the ratio drops results in lost funding from public utilities and similar sources, so the state prefers that market value stay close to 100%.

Mr. Eanes said that the first step in the process is to inspect properties that have sold within the County. He explained that each property is visited by a field inspector who brings the current property record cards, verifies information with the property owners, and leaves a card on the door if no one is home to indicate that an inspection occurred. He noted that he had spoken with individuals at the courthouse who mentioned seeing some inspectors on their ring cameras and Arlos around their properties.

Mr. Eanes explained that the County is divided into smaller areas for comparison - either market areas or neighborhoods, and Nelson County currently has 282 different market areas. He said that this division means properties are compared within their own communities—such as Arrington—rather than to areas like Afton Mountain or Wintergreen. Mr. Eanes explained that the County is split into named neighborhoods or areas, including Faber and Massies Mill. He stated that for rural areas, mailing addresses are used, while named subdivisions automatically become neighborhoods. He explained that a platted subdivision is considered its own market area, and they consider both mailing addresses and geographic boundaries when defining these.

Mr. Eanes commented that Arrington may be similar to Shipman in terms of market value, but the County tries to divide them to ensure fair comparisons—comparing Shipman to Shipman and Arrington to Arrington. Mr. Parr noted that he lived in Piney River but his address was Arrington, noting that he was on the opposite side of 29 from Arrington. He commented that even though someone has an Arrington post office address, they may not actually be located in Arrington geographically.

Mr. Eanes explained that the County is divided up into tax maps, and they will follow corridors such as 151, up 29, over to Gladstone, etc.—so it is much more than just the zip code. He explained that their appraisers utilize the GIS system to do reviews while they are out in the field to determine how much frontage a property has, such as waterfront. Mr. Eanes stated that they can also locate other structures on the property that cannot be seen from the road or from the house. He explained that the goal of the mass appraisal process is to conduct accurate and equitable appraisals, and he said the primary tool used to measure this is the sales ratio study.

He explained that if a house is assessed at \$80,000 and sells for \$100,000, for example, then the assessment is only at 80% —which gets close to the 70% threshold that the state prefers to avoid. He noted the three methods used to determine real estate values. For the cost approach method, He said they determine what buildings would cost new and then consider depreciation to determine how much value the buildings have lost. He explained that with the income approach, for income-producing properties, such as shopping centers and apartments, they look at the income the property is producing. Mr. Eanes noted that the sales comparison/market approach was the most reliable method because it involves comparing similar houses and areas.

Mr. Eanes stated that once the reassessment is complete, property owners are notified and a hearing is offered if property owners wish to review their records. He said if property owners disagree with the findings, his group conducts informal hearings; property owners may appeal to the County-appointed Board of Equalization, consisting of County citizens, or they can go to them directly. He pointed out that if the property owner is not satisfied with that board's response, they can appeal to the Circuit Court.

Mr. Eanes explained that the Commissioner of Revenue is basically responsible for maintaining the records. He said that once the assessors' work is done, transfers still happen, as well as name and address changes. He emphasized for the public's benefit that the Commissioner of Revenue nor the Board is responsible for the reassessment. He said it is their company that handles the reassessment, and the values are based on what neighbors are buying and selling their homes for, and property values are just one part of it. He explained that just because someone receives a notice this fall indicating their property has increased by 20 or 40 percent, it does not mean their taxes will increase by the same percentage.

Mr. Eanes said that the Board of Supervisors will be reviewing the tax rate and the income required to maintain County operations, and the tax rate could be adjusted or it may remain the same, and that decision will be determined by their budget. He stated that reassessment is not simply a means to raise taxes, but is intended to equalize the tax burden among property owners. Mr. Eanes noted that he does not yet have figures on what the County's average increase would be.

Mr. Eanes presented examples of Nelson County sales values versus assessment values, noting a marked difference between the two in some cases, with the sales price being significantly higher in many instances. He indicated that several of the examples shown had been renovated or flipped, and that was not reflected in the assessed values. He explained that they would insure that the property information was correct and updated and then apply the market adjustment.

Mr. Reed asked if they were still completing door to door assessments. Mr. Eanes stated that they were still doing some assessments in the Stoney Creek area, then they would run back through the entire County and look at homes that have been under construction and pick up any new homes that have been built since they started the reassessment. He said that all the information would be released to taxpayers all at one time — most likely in early November. He indicated the property owners would have the opportunity to appeal their assessments if they wished to do so, or simply to review the property card data to ensure it is all correct.

Dr. Ligon asked if it is typical to see jumps like this, or are these unprecedented. Mr. Eanes said that it was happening everywhere. He commented that in another county, the assessments had increased by 70%. Dr. Ligon asked if Nelson should be completing reassessments more often. Mr. Eanes suggested that they should at least keep doing them every four years. He noted that they were reading about places in Florida where they were starting to see a decline in property values, and at some point the values here will simply have to level out. He commented that he did not see how young people could afford to buy their own homes.

Mr. Parr emphasized that this report is just more proof that they need to get a handle on short-term rentals, as he would bet that a lot of the sales flips are now Airbnbs.

Ms. McGarry asked what the County's current sales ratio was. Mr. Eanes noted he did not have that with him, but the last time they had looked, it had already dropped into the 70's. He commented that there were some sales out there where the sales price was closer to the assessed value. He noted that some of those were newer homes that they had all of the correct information on. He commented that some of the homes were getting updates without a building permit, and then being put on the market.

## **V. NEW & UNFINISHED BUSINESS**

### **A. Authorization for Public Hearing on Piney River Water and Sewer Rates (R2025-68)**

Ms. McGarry stated that at their August meeting, the Board asked staff to come back with an authorization for a public hearing based on Option 3 as discussed at that meeting, setting rates for the next four years. She said that Resolution 2025-68 would authorize a public hearing for Tuesday, October 14, 2025 at 7:00 p.m. Ms. McGarry said the resolution would authorize four years of rates in Section 12-153, where they will adjust the base service fees for water and sewer based on the usage fees as shown.

Ms. McGarry stated that the proposal is to move the existing rates to the first column as of January 1, 2026. She explained that after this date, the new rates would begin on July 1 of 2026, 2027, and 2028. Ms. McGarry apologized for jumping around and said that the resolution addressed the connection fee table first in Section 12-152. She explained that this would equalize the current connection fee rates with those of the Service Authority as of January 1, 2026.

Ms. McGarry further stated that the proposed grinder pump fees for monthly service would also be adjusted on a four-year rate schedule, starting until January 1, 2026 and moving to a July 1 schedule for the years 2026, 2027, and 2028. She explained that other proposed changes included modifications to yard hydrant fees, return check fees, unauthorized water and sewer use fees, fees for copies of the water and sewer ordinance, and inspection fees, all designed to align the County's fees for the Piney River water and sewer system with those of the Nelson County Service Authority.

Ms. McGarry said new sections would be added to include a misuse damage fee, a customer requested service fee, and a new service opinion fee, all of which are currently utilized by the Nelson County Service Authority in their system's operation.

Mr. Parr moved to adopt **Resolution R2025-68** authorizing a public hearing on Piney River water and sewer rates. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (3–0) by roll call vote and the following resolution was adopted:

**RESOLUTION R2025-68**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION FOR PUBLIC HEARING TO AMEND CHAPTER 12, UTILITIES, ARTICLE**  
**III, WATER AND WASTEWATER, DIVISION TEN OF THE CODE OF NELSON COUNTY,**  
**VIRGINIA**

**RESOLVED** by the Nelson County Board of Supervisors pursuant to and in accordance with the provisions of §15.2-1427 and the applicable provisions of §15.2-2119, §15.2-2122 and §15.2-2143 of the Code of Virginia, 1950 as amended, that the County Administrator be and is hereby authorized to advertise a public hearing notice for the conduct of a public hearing on **Tuesday, October 14, 2025 at 7:00 p.m.** in the General District Courtroom of the Courthouse in Lovingson.

The purpose of the public hearing is to receive public comments on an Ordinance proposed for passage to amend Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten, Schedules of Rates, Fees, and Other Charges. Specific changes are proposed for sections 12-152 Connection Fees, 12-153 Base Service Fees for water and sewer, 12-169 Grinder Pump Fees as follows:

Sec. 12-152. Connection Fees

Water and Sewer Connection Fees - Each Service by Meter Size			
Meter Size	Effective Date:	Existing	1/1/2026
5/8" to 3/4"		\$2,000.00	\$4,000.00
- Full 3/4" (3/4")		\$3,000.00	\$6,000.00
- One Inch (1")		\$5,000.00	\$10,000.00
- One & One Half (1 1/2")		\$8,000.00	\$17,500.00
- Two Inch (2")		\$16,000.00	\$32,000.00
- Three Inch (3")		\$32,000.00	\$64,000.00
- Four Inch (4")		\$50,000.00	\$100,000.00
- Six Inch (6")		\$100,000.00	\$200,000.00

Sec. 12-153. Base service fees.

Proposed Rates and Fees – Monthly Service

Effective Date:	Existing	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Water Usage - (4,000 gallons monthly minimum)	\$29.90	\$34.36	\$38.82	\$43.28	\$52.20
Water Usage - (per 1,000 gallons over monthly min)	\$6.10	\$7.36	\$8.61	\$9.87	\$12.38
Sewer Usage - (4,000 gallons monthly minimum)	\$29.60	\$39.22	\$48.85	\$58.47	\$77.72
Sewer Usage - (per 1,000 gallons over monthly min)	\$6.85	\$7.91	\$8.97	\$10.03	\$12.15

Sec. 12-169. Grinder pump fees.

Proposed Grinder Pump Fees – Monthly Service

Effective Date:	Existing	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Grinder Pump Fees	\$9.00	\$12.07	\$15.14	\$18.20	\$24.34

Other proposed changes: Sections 12-156 Yard hydrant fees, 12-160 Returned check fees, 12-164 Unauthorized water/sewer use fees, 12-165 Copy of the water and sewer ordinance, and 12-167 Inspection fees, are to align the County’s fees for the Piney River Water and Sewer System with the Nelson County Service Authority’s



fees. New sections will add a Misuse/Damage Fee, Customer Requested Service Fee, and New Service Opinion Fee, all of which the Nelson County Service Authority currently utilizes in the operation of their system.

**B. Request for Local Grant Match to Purchase AEDs – Sheriff Embrey (R2025-69)**

Sheriff Mark Embrey addressed the Board and reported that his office had applied for a Rescue Squad Assistance Fund (RSAF) grant award for the purchase of AED equipment for his office, which he views as a countywide need versus a department need. Sheriff Embrey explained that his office, in collaboration with Mr. Adkins and the Nelson County Dispatch, is dispatched to all calls for service whenever there is a medical emergency, anytime someone is unresponsive, and particularly when there is cardiac arrest. He stated that deputies often arrive on the scene before Wintergreen, the volunteer community, and the Nelson Emergency Services (NEMS). Sheriff Embrey said that when deputies are on scene, the only service they can provide is CPR, which they are trained in bi-annually, and he expressed gratitude for this training and the ability to provide aid.

Sheriff Embrey stated that several months ago, the office acquired a portable and mobile AED, which is kept in the Sheriff's Office. Sheriff Embrey explained that they responded to a similar call for service involving cardiac arrest. He said that one of the deputies grabbed the AED and arrived on scene, they were able to save a life using the AED. He explained that this experience highlighted the importance of having the AED available, as he does not want deputies to stand by waiting for advanced emergency services when they could be applying lifesaving measures.

He stated that this led the department to apply for a grant, which he said was in the best interest of the department on behalf of the County as a whole. Sheriff Embrey said that they were fortunate to receive the grant, which provided a 50-50 cash local match and allowed them to obtain grant funds not to exceed \$4,950. He explained that they found a product that the department is very interested in, the ZOLL AEDs from Core Medical LLC.

He stated that the ZOLL AEDs were chosen because they are effective and are also used by Wintergreen Fire and Rescue and NEMS. Sheriff Embrey explained that their current AED has interchangeable pads, and NEMS has agreed to replace them at no cost. He said that NEMS has plenty of pads available and that the parts and components are compatible and interchangeable, providing reliable backup whenever the devices are used. Sheriff Embrey stated that the department currently has two AEDs: one mobile unit and another that is permanently fixed. He explained that NEMS certifies and checks the permanent AED annually to ensure it is operational. He said that for these reasons, the department wants to continue using this product.

Sheriff Embrey explained that he has included a financial report of the County's local asset forfeiture funds in the packet; typically, purchases like this could be made using forfeiture money, and he had discussed this with Ms. McGarry. Sheriff Embrey explained that he included documentation of local expenditures that have impacted those funds and stated that he would provide further details in writing about where the money came from and why it was needed unexpectedly. He stressed that he felt this was a Countywide need, rather than a department need, and it could save the lives of anyone in need.

Mr. Reed asked for an update on asset forfeiture and what the result would be if he used those funds.

Sheriff Embrey responded that he had the money to pay for this if his request was denied today, and he referenced the updated balance as shown on Line 10, which was just over \$29,000. He confirmed that the asset forfeiture balance rolls over from year to year.

Dr. Ligon agreed that having the correct equipment, sooner, to an emergency was a good idea. She noted that her concern was regarding the training and certifications and how they would keep up with that, as there are instances where people are not in cardiac arrest and inappropriate use of AEDs can cause damage. Sheriff Embrey indicated that the training was consistent through Wintergreen Fire and Rescue. She asked if there were certain certifications or a liability on the County for the Sheriff's Office. Sheriff Embrey responded that he would be happy to get back to her on that.

Mr. Parr asked the Sheriff what the match amount would be. Sheriff Embrey indicated that the grant funded portion was not to exceed \$4,950. He reported that the cost for the AEDs would be \$8,700 and he noted that he was asking the County for \$4,350.

Dr. Ligon asked what the lifespan of the equipment is. Sheriff Embrey responded that he would have to check with the manufacturer. Dr. Ligon asked if there was a yearly cost for the AEDs and Sheriff Embrey confirmed that there was not. Mr. Reed asked if Asset Forfeiture Funds would qualify as the match for the grant. Sheriff Embrey confirmed that he could use the Asset Forfeiture Funds to cover the match if the Board decided not to provide the \$4,350. Dr. Ligon noted that she was still interested in the liability. Sheriff Embrey noted he would have to follow up on that.

Chief Ray Cook stated that if someone takes the AED and follows the instructions step by step, they have done what they are supposed to do. He said when he worked at the hospital, once the pads were placed on the person, the AED tells you if there is a heartbeat and tells you when to shock.

Mr. Reed stated that since asset forfeiture money is available for this, he would be in favor of that versus allocating new funds—but if anything else comes up in the future that the Sheriff has to request funds for, they would certainly be receptive to that.

Sheriff Embrey commented that he views this as a County need, not a department need.

Mr. Parr stated that he was in agreement that the purchase needed to happen, and it was something that they could all benefit from. He asked for examples of how Sheriff Embrey would use the Asset Forfeiture Funds in line 10. Sheriff Embrey responded that they have purchased two vehicles with that funding in the past, and he has also had to use it for event overtime pay, which totaled \$7,550. He noted that they had another event coming up in October that would be for overtime, which worried him that he could be in the same situation next year, trying to pay his people and people from other agencies. Mr. Parr noted that the promoter reimburses for the event. Sheriff Embrey noted that they did have a signed contract and they would be reaching out to four or five other agencies for staffing due to the scale of the event, but he was not sure they would be able to get enough people together in the short amount of time remaining.

Mr. Parr stated that he supports using County funds to purchase something that has already saved a life, especially given that the Sheriff's Department has used the forfeiture funds in the past for significant items that did not have to come out of the County budget. Sheriff Embrey noted that his latest purchase was for throwbags for flood events, which cost around \$2,500 to outfit the entire agency and be trained by Wintergreen. He noted that the money for the throwbags was expended out of his County budget line. He noted the expense for the AEDs would hurt his budget line because he had not budgeted for it. He indicated that he was working to keep the department moving forward. Mr. Parr recommended that the Board support and fund Sheriff Embrey's request. He also asked for Sheriff Embrey to keep the Board up to date on things that are happening, like the throwbags they have purchased out of their own funds. Sheriff Embrey noted he would be happy to do that. He commented that the Board should be receiving his newsletters with updates on things like the traffic unit enforcement, and the Flock camera system. He noted he was happy to provide updates to the Board.

Dr. Ligon commented that she has always felt that they had depressed response times when someone calls Dispatch so she was in agreement to provide funds for the AED grant match. She said that when they have events and the Board approves events, they should always consider the impact on local emergency services and try to recoup some of those funds.

Dr. Ligon moved to adopt **Resolution R2025-69** to provide funding as requested for AED. Mr. Parr seconded the motion.

Mr. Reed noted that the overtime for the event coming up is reimbursable. Sheriff Embrey explained that the revenues did not meet what was expected for the July 4<sup>th</sup> event so there was no funding to pay the Sheriff's Office for the overtime. Ms. McGarry stated that the October event is already sold out. Sheriff Embrey said they are expecting 25,000 people, and he has sent a contract out for \$56,000 worth of services based on the need request versus the supply and demand. He said they are working on the logistics now, and this is going to be a huge event that impacts Wintergreen and all first responders.

There being no further discussion, Supervisors approved the motion by roll call vote (3–0) and the following resolution was adopted:

**RESOLUTION R2025-69**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF LOCAL GRANT MATCH TO PURCHASE 12 ZOLL AEDS**

**WHEREAS**, the Nelson County Sheriff's Office is a recipient of a Rescue Squad Assistance Fund (RSAF) Grant Award, which has a 50/50 State/Local Match; and

**WHEREAS**, the Sheriff intends to use these grant funds to purchase 12 Zoll AED Plus-Encore Series units; 1 for each patrol car, which will allow patrol division deputies arriving first on scene, to provide life-saving measures,

**NOW THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors hereby approves the Sheriff's request for local grant match funding of \$4,350 to aid in the purchase 12 ZOLL AED Plus – Encore Series units at a total cost of \$8,700.

C. Faber Volunteer Fire Department Interest Free Loan Request – Chief Cook (R2025-70)

Chief Raymond Cook stated that he is requesting a \$34,000 loan from the Emergency Services Interest Free Loan Fund to complete purchase of the new tanker that was previously approved. He noted that he should be able to pay the loan back in three years. Chief Cook reported that over the last two years, he paid \$24,000 when the department bought the vehicle, which accounted for 20% of the funds needed; the remaining 80% of the funds to pay for the chassis of the truck were provided by the County, which saved several thousand dollars on the purchase price. Chief Cook stated that he could now contribute an additional \$24,000 to complete the purchase, while the County would pay 80% of the remaining balance on the truck.

He explained that the current balance is \$287,657, with the County responsible for 80% of that amount, and he would need to provide the other 20%. Chief Cook said he currently has \$24,000, and with an additional \$34,000, the payment would be complete. He stated that he should be able to repay that amount in three years, which would be around \$12,000 per year. Chief Cook explained that he may pay it off sooner but wanted to be cautious due to uncertain times, which was why he was presenting the request now. He said there were questions on the loan application regarding the truck being taken out of service, and indicated that the truck was aged.

Chief Cook stated that he was not definite about the outcome but explained that efforts were ongoing in the north side of the County to establish a response building in Schuyler. Chief Cook said the Community Center had agreed to allow the use of the wooded area behind the ballpark, which the County had basically given to them years ago, and that the ballpark had been sold for a dollar. He stated that the area behind the ballpark is much easier to grade than the previously considered downtown location, which was offered before by a citizen.

Chief Cook said he hoped to get the response building completed and explained that the retired tanker's future was uncertain. He stated that having a tanker and a small response truck in Schuyler would be useful, especially once outside the area served by hydrants. Chief Cook explained that tanker support from all fire departments in the County is strong, but it takes a long time to reach Howardsville, so they are hopeful to move ahead with the response building project. He stated that unexpected expenses over the past year had impacted his ability to pay towards the new tanker.

Chief Cook explained that he had driven one of his fire trucks into a hole, incurring costs. He said the good news about the attack truck that was damaged during the storm was that the pump and tanker were transferred to a new chassis, resulting in a nearly complete 2025 chassis. He stated that insurance should cover almost all of the damages, and the re-chassised truck would come back into service as a practically new engine for the County. Chief Cook explained that the process of re-chassising trucks might become more common due to the high price of equipment. He stated that a re-chassis could cost about \$150,000, compared to \$350,000 for a new attack truck, and said that this was a good decision that would benefit the county. Chief Cook explained that he was asking for \$34,000, which he should be able to repay in three years.

Chief Cook said he appreciated the opportunity to make the request and to provide an update on the department's status. He explained that the insurance payout was still in his capital fund, and reiterated that he had paid for the re-chassis, which cost \$75,000, as well as for the tanker chassis. Chief Cook said that the balance owed on the attack truck was also in his capital fund.

Dr. Ligon moved to adopt **Resolution R2025-70** to provide the interest-free loan as requested. Mr. Parr seconded the motion. He stated that this item has been discussed and approved at the Emergency Services Council.

There being no further discussion, Supervisors approved the motion by roll call vote (3–0) and the following resolution was adopted:

**RESOLUTION R2025-70**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**APPROVAL OF INTEREST FREE LOAN REQUEST FOR**  
**FABER VOLUNTEER FIRE DEPARTMENT**

**BE IT RESOLVED**, that the Nelson County Board of Supervisors hereby approves an interest free loan request from Faber Volunteer Fire Department in the amount of \$34,000 to help purchase a 2025 1,500-gallon capacity tanker.

## VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

### A. Reports

#### 1. County Administrator's Report

Ms. McGarry provided the following report:

**A. DSS Building** – Ms. McGarry reported that Coleman-Adams is securing all permits with building hazmat, abatement, and demolition anticipated to be done in the next few weeks; site work will follow. Regular project meetings will begin soon. The construction will begin soon, and the parked vehicles that are at the site are expected to be moved by September 22nd or sooner if we need them to.

**B. Department of Social Services Agency Corrective Action Plan** – Ms. McGarry reported that the County issued an agency update on September 4 in a press release.

- In August, the agency received 23 Child Protective Service (CPS) referrals; 15 were validated and accepted, for a 65% rate; 8 were screened out, which is 35% of that total. Of the 15 validated or accepted referrals, 4 were assigned as investigations, which is 27%, and 11 were assigned as family assessments, which is 73%. This data is in a positive contrast with SFY2024 data that showed 26% of CPS referrals were validated and accepted, 74% were screened out, 0% were assigned as investigations, and 90% were assigned as family assessments. Their current data is more in line with the Piedmont regional data for SFY2024, where 42% of CPS referrals were validated or accepted, 58% were screened out, 19% were assigned as investigations, and 78% were assigned as family assessments.
- DSS agency staffing has improved with the hiring of a Family Services Specialist and Benefits Program Specialist. They both started on September 1st. Recruitment for a Director, a Family Services Supervisor, and Administrative Coordinator II has begun. Agency coordination has been reestablished with positive feedback from local agencies and community partners, and staff is working towards implementation of a new local DSS Advisory Board, with initial member recruitment anticipated to begin later this month.
- The agency is continuing to work with the state VDSS and is working through its Corrective Action Plan. Personnel resignations have impacted progress and compliance with case protocols and data entry into the electronic case files this past month; however, staff is working diligently with VDSS practice consultants on current cases and case backlogs.

**C. Larkin Phase 1 Well Evaluation & Dillard Creek Flow Evaluation** – Ms. McGarry stated that the County has received both reports for the Larkin Phase 1 project, the well evaluation, and the Dillard Creek flow evaluation. She said she is seeking advisement from the Board on whether they want to schedule a work session with CHA or just have them present at the Board's regular October meeting.

The Board discussed having the reports presented by CHA at the October meeting, with a work session to follow at a later date if needed. Ms. McGarry noted the Board did not have to decide that day, and she could follow up back up with them on it.

**D. Space Needs Meeting – August 26** – Ms. McGarry reported that they are collecting information on 400 Front Street and the Nelson Center for consideration as possible solutions for relocation of non-court related offices from the courthouse.

**E. Zoning and Subdivision Ordinance Update** – Ms. McGarry reported that there is more information on their nelson2042.com website regarding the Zoning and Subdivision update, and the Board and Planning Commission have been holding joint work sessions with the Berkeley Group to review proposed chapters of the new ordinance. The next steps include:

- October 22 – Joint Board and Planning Commission work session #6 to look at the 151 Overlay District, short-term rentals, and any outstanding questions.
- December 17 – Joint Board and Planning Commission work session to review the full draft ordinance.
- January 2026 – Hold public open house and review.
- February 2026 – Hold preadoption work session and final revisions work session.
- March 2026 – Planning Commission public hearing and recommendation for the Board.
- April 2026 – Board public hearing and consider adoption of the new zoning and subdivision ordinance.

- F. Seven Stars Music Festival** – Ms. McGarry reported that the Seven Stars Music Festival is scheduled for October 9–12 at Oak Ridge, and staff and applicable agencies have been meeting weekly with the promoters, 100X, LLC. She said the event includes numerous onsite camping options, and logistics such as site plans, traffic plans, emergency services, and security are being finalized. She said the temporary event permit has been circulated to approvers, with VDH being the final signature. She noted that the event is sold out and is expected to draw a maximum of 23,500 attendees.
- G. Christmas Lights:** – Ms. McGarry stated that A. Spivey has been following up to gather more information on the status of the lights, the light pole brackets and connections, and costs to operate them. Should the Board decide to take on the lights, we would anticipate at a minimum, the cost to replace any bulbs on the lights currently in inventory. We do not have a total count at this time. Additional costs would include the electric service (both AEP and CVEC), as well as any costs to make the necessary repairs to the power supply on each of the poles used. Ms. Spivey heard back from Elaine Hooker, who said the Nellysford lights cost \$150 for the season. The cost is estimated that the lights in Lovings-ton would cost about \$750-\$800 for the season, which is what we were billed to an account set up without our permission in early 2024 – we ended up not having to pay that bill, but we do not know if in the future, we would need to have an account set up to cover this. We are expecting updates soon from AEP and CVEC.
- H. Cover the Caboose Effort – Piney River Rail Trail** – Ms. McGarry reported that they have two quotes for this project and are seeking a third. The highest quote was a turnkey including installation at \$57,580, and the other was a purchased kit for \$15,000 with the possibility of volunteer assembly from a local barn builder. Maintenance has just cleared trees in front of the caboose to provide a clear image for a mock-up design to be provided by one of the quoting entities.
- I. Nelson County Community Development Family Assistance Program** – Ms. McGarry said that Ms. Clair had reported that as of September 2, they have had 26 people contact them and get applications for more than \$13,000 in assistance, but of those, they have only had 17 families actually complete the applications and receive funding of \$4,700.
- J. Piney River Pump Station Phase 2** – Ms. McGarry said they had received a quote on the specifications for the pump station at \$263,103, which is subject to escalation for any increases of materials and components greater than 5% after the time of the quote. Manufacturing is estimated to take 24 to 38 weeks from when Smith & Loveless received the approved submittal data. Staff is preparing to proceed with ordering the pump station and are gathering pricing information related to installation as well as consulting with DEQ on their required coordination. There is a turnkey price including installation from the pump station vendor’ installer at \$425,744; the current FY26 budget includes \$323,125 for the project, so they are shopping around to see if they can get the cost down.
- K. Tipping Floor Replacement Project** – Ms. McGarry said she would be seeking approval from the Region 2000 Authority at their October meeting, to be able to approach Amherst County regarding direct hauling the County’s solid waste to their landfill facility versus hauling it to the Livestock Rd. facility during floor replacement. If authorized, approval from the Amherst BOS will be sought for a Spring timeframe; coinciding with the opening of their new landfill cell. The primary concern is the hauling time from our sites to the Livestock Road facility, which impacts our ability to effectively keep up with processing the waste stream during this time. While we may be paying about \$10 more per ton for disposal in Amherst (a total estimated \$5,000 more), we will have savings from pausing the secondary hauling by Thompson Trucking (Transfer Station to Livestock Road) for approximately 1 month, the equivalent of about \$22,000. Preliminary coordination with Amherst staff on this has been taking place in case the necessary approvals are provided.
- L. Meals and Lodging Tax Collection/Lodging Entity Tracking** – Ms. McGarry said she provided updated charts, and the number of lodging units remained at 824. Economic development and tourism, IT, and planning and zoning staff are vetting short-term rental software platforms for purchase, with economic development staff to be the primary user for the tracking purposes.

Dr. Ligon asked how things were going at the Rockfish re-use shed. Ms. McGarry responded that she has not heard of any other complaints are noted any issues for a while now. Mr. Reed confirmed that he had not been made aware of any new incidents, and staff has been vigilant.

Mr. Parr commended Ms. McGarry and staff on their work with the DSS situation. Ms. McGarry thanked him and mentioned that Allison McGarry has been stepping into a daily leadership role.

## 2. Board Reports

Dr. Ligon:

Dr. Ligon reported that the Board and Planning Commission had a joint work session. She indicated that Planning Commission hoped to work through more of the Zoning Ordinance on their own at another meeting to be more efficient, and then they would present their ideas to the Board of Supervisors. She noted that they were able to get through a lot more material that way.

Mr. Parr:

Mr. Parr said that the Sheriff and Faber fire chief had covered most of his EMS Council report.

Mr. Reed:

Mr. Reed reported that he had attended the summer VACo conference, which Mr. Rutherford had also attended, and it was an early look at their legislative program. He said that the candidates for both Governor and Attorney General were all present to speak and it was a great experience to be able to listen and compare each of the individuals running for office.

B. Appointments

Ms. Spivey reported that they had received an application from Marcia McDuffie who has applied for the West District position on the Nelson County Library Committee. She noted that Ms. McDuffie had previously served on the JMRL Board as Nelson's representative. She also reported that they had received one application for the JABA Council on Aging from Carl Stellwag who was seeking reappointment. She noted that they would be advertising for the DSS Advisory Board and planned to bring applications to the next meeting for consideration. She then reported that they were seeking applicants to serve on the following Boards/Commissions: Board of Zoning Appeals (alternate), Nelson County Library Committee – South District, Thomas Jefferson Area Community Criminal Justice Board, and the Ag & Forestal District Advisory Committee (landowner).

Nelson County Library Advisory Committee

Mr. Parr moved to **appoint Marcia McDuffie for the West District position on the Nelson County Library Advisory Committee**. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion by roll call vote (3-0).

JABA Council on Aging

Mr. Reed moved to **reappoint Carl Stellwag to the JABA Council on Aging**, beginning a new term in 2026. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion by roll call vote (3-0).

C. Correspondence

There was none.

D. Directives

Mr. Reed stated that his understanding from a conversation with a constituent recently is that most of the recycled plastic the County collects ultimately ends up in a landfill after being trucked down to North Carolina, and little if any of it makes it into a recycled product. He said if that is the case, they might want to consider whether continuing that program is prudent, especially if trucking it involves a distance. He asked to get a report on the cost of that portion of the recycling program is, and then they could decide whether to look into it more.

Ms. McGarry responded that the County direct hauled the recycling, and plastic was at about \$60 a ton that the County paid for that to get recycled. She noted that their tipping fee at Region 2000 is \$34 per ton. She noted that there was a gap between what they were paying to landfill trash versus what they were paying for recycling. She said they could review that recycling program to see what percentage was actually being recycled.

Dr. Ligon commented on the Christmas lights and asked if staff could discuss the poles along the 151 corridor for lights also. She noted that there were some business owners who wanted to buy and install lights in that area.

**VII. OTHER BUSINESS (AS PRESENTED):**

Dr. Ligon noted that the majority of the correspondence she gets from the Gladstone area is in regards to kids in the street and reducing the speed limit. She commented that reducing the speed limit at a specific area in Gladstone has hit some resistance, and she would like to have Board support to pay the cost for VDOT to put “Children at Play” signs on either end of the street there. She noted that in theory, they had some money set aside for the Gladstone area after the solar vote. She noted that the cost was minimal and the signs would alert the cut-through drivers headed to the river that there were young families there. Mr. Parr noted he did not have a problem with it, but he was worried about opening a can of worms. He commented that the community had been vocal about the traffic situation. He indicated that he would not support a speed limit reduction. The Board members expressed their support to have two “Children at Play” signs placed by VDOT on Gladstone Road. Ms. Spivey noted that VDOT would ensure that the signs were placed in the correct locations.

## **VIII. ADJOURN & CONTINUE – EVENING SESSION AT 7PM**

At 3:50 p.m., Dr. Ligon moved to continue the Board meeting until 7:00 p.m. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion by roll call vote (3–0) and the meeting was continued to 7:00 p.m.

### **EVENING SESSION 7:00 P.M. – NELSON COUNTY COURTHOUSE**

#### **I. CALL TO ORDER**

Mr. Reed called the meeting to order at 7:00 p.m. with three (3) Supervisors present to establish a quorum. Mr. Harvey and Mr. Rutherford were absent.

#### **II. PUBLIC COMMENTS**

*Ryan Morris – Roseland, VA*

Mr. Morris stated that he and many other community members are just learning about the proposed subsidized housing project on St. James Church Road, which will have a notable impact on the area. He commented that several concerns and questions had been presented and he believed that they could all benefit from organized communication within the community. He requested that they hold a town hall style meeting with the West District Supervisor and, if possible, representatives from the Nelson County Community Development Foundation. He commented that learning more about the project, while addressing community concerns, would be in the best interest of all parties.

There were no others wishing to speak and Mr. Reed closed public comments.

#### **III. PUBLIC HEARINGS**

##### **A. Ordinance O2025-08 – Amendment to Chapter 2, Article I, Sec. 2-1 Purchasing Procedures and Policies**

Consideration of an ordinance proposed for passage to amend Chapter 2, Article I, Sec. 2-1 Purchasing Procedures and Policies. Proposed amendments in summary, would increase the County’s purchase order threshold from \$2,500 to \$5,000 and increase the capitalization threshold in fixed asset inventory from \$5,000 to \$10,000.

Ms. Mawyer reported that the purpose of this ordinance is to amend the ordinance related to purchasing policies and procedures. She noted that the current policy requires a purchase order for purchases of items over \$2,500 with three quotes required. She indicated that the policy has not been updated since 2011. She noted that the County’s capitalization threshold has been historically been \$5,000. She explained that this was our minimum cost at which an asset must be reported as a fixed asset on the balance sheet, rather than an expense.

Ms. Mawyer stated that staff is proposing changing the purchase order threshold from \$2,500 to \$5,000, and the capitalization threshold from \$5,000 to \$10,000, which will better align Nelson with surrounding localities, keep up with inflationary trends while reducing administrative burden and keep us in line with federal guidelines.

Ms. Mawyer reported that the majority of surrounding localities also had \$5,000 purchase order thresholds. She then showed the County’s purchase order data since FY2018. She explained that the trend showed a gradual

increase in the number of purchase orders issued, as well as an increase in the amount issued that are under \$5,000.

Nelson County Purchase Order Data since FY2018:

	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Total # of POs	76	88	87	95	102	126	113	121
< \$5000	27	36	33	38	31	47	41	43



Since 2017, our numbers of Purchase Orders issued have increased as well as those under \$5,000.

Ms. Mawyer reported that in 2024, the United States Office of Management and Budget (OMB) revised the definition of equipment under the Uniform Guidance and raised their capitalization threshold from \$5,000 to \$10,000. She noted that the County’s auditors, Robinson, Farmer, Cox & Associates, support the revisions to the capitalization threshold, given the OMB revisions.

Ms. Mawyer said the updates would require an amendment to Chapter 2, Article I, Section 2-1 Purchasing Procedures and Policies. She noted that the previously approved R2025-57 authorized the public hearing. Ms. Mawyer asked the Board to consider adoption of Ordinance O2025-08. She noted that if adopted, staff would work to update the Purchasing Policy to reflect the adopted changes and circulate it to all County departments.

Mr. Reed opened the public hearing. There were no persons wishing to speak and the public hearing was closed.

Mr. Parr noted that it was a no brainer, noting that they had been at \$2,500 for 15 years. He commented that just by time value of money, it was time to double it. He spoke in support of the changes to the purchase order threshold and the capitalization threshold.

Dr. Ligon moved to adopt Ordinance **O2025-08** as presented. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion by roll call vote (3–0) and the following ordinance was adopted:

**ORDINANCE O2025-08**

**NELSON COUNTY BOARD OF SUPERVISORS  
AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA  
CHAPTER 2 ADMINISTRATION, ARTICLE I IN GENERAL**

**BE IT HEREBY ORDAINED**, by the Nelson County Board of Supervisors that the Code of Nelson County, Virginia, Chapter 2, Administration, Article I In General is hereby amended as follows:

*Amend*

**Sec. 2-1. Purchasing procedures and policies.**

(c) Purchasing authority. No person shall make any commitment for supplies, materials or services in the county unless authorization has been granted by the county administrator or his/her designee. Department heads or constitutional officers are hereby granted authority for purchases less than ~~twenty five hundred dollars (\$2,500.00)~~ **five thousand dollars (\$5,000)** provided such purchases meet a legitimate need of the department and the necessary funds are budgeted.



(g) Requisitions. Department heads or their designees shall submit a requisition for all purchases of goods and/or services greater than ~~twenty five hundred dollars (\$2,500.00)~~ **five thousand dollars (\$5,000)** to the finance department prior to a purchase order being issued.

(j) Small purchase procurement.

(1) For purchases between ~~twenty five hundred dollars (\$2,500.00)~~ **five thousand dollars (\$5,000)** and thirty thousand dollars (\$30,000.00), there must be either three (3) telephone, three (3) written, or three (3) internet quotations.

(2) Purchases of goods and nonprofessional services greater than thirty thousand dollars (\$30,000.00) and up to one hundred thousand dollars (\$100,000.00) shall require the written informal solicitation of a minimum of four (4) bidders or offerors. Public notices shall be posted in accordance with the Virginia Public Procurement Act.

(3) Purchases of professional services greater than thirty thousand dollars (\$30,000) and up to fifty thousand dollars (\$50,000.00) shall require the written solicitation of four (4) bidders or offerors.

(m) Fixed asset inventory. All capital goods and equipment and those materials over ~~five thousand dollars (\$5,000.00)~~ **ten thousand dollars (\$10,000)** in value assigned to each department shall be logged on the fixed asset inventory at the time of delivery or assignment. Department heads shall annually review the inventory for their department(s) and shall list and account for any changes in the inventory by report to the purchasing agent or his/her designee at each fiscal year end. The fixed asset inventory will also be used for both insurance and inventory control purposes.

(n) Documents. The following five (5) documents will be used as a part of the county purchasing procedures and policies:

(1) Requisition for purchase. A requisition for purchase is prepared by the user department to explain and request a needed purchase provided for in the department's budget.

(2) Telephone/internet quotation. A telephone/internet quotation form is utilized to record cost quote comparisons for goods and/or services in accordance with the established guidelines of the Purchasing Manual of Nelson County and is submitted to the purchasing agent or his/her designee along with a requisition for purchase for those goods and/or services.

(3) Purchase order. Purchase order forms will be used by the purchasing agent or his/her designee for all purchases exceeding ~~twenty five hundred dollars (\$2,500.00)~~ **five thousand dollars (\$5,000)** for which a requisition for purchase has been approved.

(4) Fixed asset inventory. Department heads shall annually review the fixed asset inventory for their department(s) and shall list and account for any changes in the inventory by report to the purchasing agent or his/her designee at each fiscal year end.

(5) Request for proposal/invitation for bid. A request for proposal/invitation for bid is an official bidding document specifying goods or scope of services being procured and detailing the manner in which bidders/vendors should respond to the county administrator or his/her designee for the purchase of professional services greater than fifty thousand dollars (\$50,000.00) and for the purchase of goods and nonprofessional services greater than one hundred thousand dollars (\$100,000.00).

**BE IT FURTHER ORDAINED**, by the Nelson County Board of Supervisors that this Ordinance becomes effective upon adoption.

#### **IV. OTHER BUSINESS (AS PRESENTED)**

There was no other business to discuss.

#### **V. ADJOURNMENT**

At 7:09 p.m., Mr. Parr moved to adjourn the meeting. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion by roll call vote (3-0).

BOARD OF  
SUPERVISORSTHOMAS D. HARVEY  
North DistrictERNIE Q. REED  
Central DistrictJESSE N. RUTHERFORD  
East DistrictJ. DAVID PARR  
West DistrictDR. JESSICA LIGON  
South DistrictCANDICE W. MCGARRY  
County AdministratorAMANDA B. SPIVEY  
Administrative Assistant/  
Deputy ClerkGRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-72**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF FISCAL YEAR 2025-2026 BUDGET**  
**October 14, 2025**

**I. Appropriation of Funds (General Fund)**

<u>Amount</u>	<u>Revenue Account (-)</u>	<u>Expenditure Account (+)</u>
\$ 2,563.45	3-100-003303-0008	4-100-999000-9905
\$ 7,406.78	3-100-003303-0008	4-100-999000-9905
\$ 2,596.17	3-100-003303-0008	4-100-999000-9905
\$ 2,797.41	3-100-003303-0008	4-100-999000-9905
\$ 13,147.00	3-100-001803-0001	4-100-999000-9905
\$ 1,377.00	3-100-003303-0107	4-100-031020-1013
\$ 9,404.94	3-100-009999-0001	4-100-021060-3164
\$ 9,354.00	3-100-009999-0001	4-100-021060-3164
\$ 2,500.00	3-100-002404-0060	4-100-081020-7072
\$ 0.62	3-100-009999-0001	4-100-022010-5419
\$ 10,000.00	3-100-001901-0034	4-100-031020-3040
\$ 98,850.00	3-100-009999-0001	4-100-091050-7033
\$ 7,800.00	3-100-009999-0001	4-100-091050-7135
\$ 151,477.33	3-100-009999-0001	4-100-091050-7166
\$ 196,000.00	3-100-009999-0001	4-100-091050-7093
\$ 29,827.88	3-100-009999-0001	4-100-091050-7023
\$ 1,239.10	3-100-001401-0002	4-100-031020-7017
\$ 1,536.00	3-100-001401-0002	4-100-031020-7017
\$ 9,236.89	3-100-001899-0017	4-100-031020-5803
<b>\$ 557,114.57</b>		

**II. Transfer of Funds (General Fund Departmental)**

<u>Amount</u>	<u>Credit Account (-)</u>	<u>Debit Account (+)</u>
\$ 3,072.00	3-100-001401-0002	3-100-001401-0001
<b>\$ 3,072.00</b>		

Adopted: October 14, 2025Attest: \_\_\_\_\_, 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 \$557,114.57 include requests of (1)(2) \$2,563.45 and \$7,406.78 appropriation requests for Sheriff's DMV Selective Enforcement Alcohol and Traffic Federal Grant funding for January-March 2025; (3)(4) \$2,596.17 and \$2,797.41 appropriation requests for Sheriff's DMV Selective Enforcement Traffic and Alcohol Federal Grant funding for April-June 2025; (5) \$13,147.00 appropriation requested for Jaunt distribution of excess FY24 local funding received in FY26; (6) \$1,377.00 appropriation requested for Sheriff's DEA Task Force Grant funding for August 2025; (7)(8) \$9,404.94 and \$9,354.00 reappropriation requests for Circuit Court Records Preservation (CCRP) Grant funds awarded in FY25 for use in FY26; (9) \$2,500.00 appropriation requested for FY26 VTC Vacation Starts with VA DMO Grant funds awarded for use in FY26 (local match of \$2,500 required); (10) \$0.62 request to reappropriate remaining unused FY25 Commonwealth Attorney's Asset Forfeiture funds for use in FY26; (11) \$10,000.00 appropriation requested for Sheriff's FY26 Seven Stars Festival deposit received for Overtime incurred assisting with festival during weekend of 10/9-10/13; (12) \$98,850.00 request to reappropriate unused FY25 funds for Microwave Batteries DC Plant Project for use in FY26; (13) \$7,800.00 request to reappropriate unused FY25 funds for Phone System Trunk Configuration Project for use in FY26; (14) \$151,477.33 request to reappropriate unused FY25 funds to finish out Purchase Order for E911 Microwave Network Upgrade Project; (15) \$196,000.00 request to reappropriate unused FY25 funds for Radio-Improve Wintergreen Project for use in FY26; (16) \$29,827.88 request to reappropriate unused FY25 funds for Comprehensive Plan & Zoning Update for use in FY26; (17)(18) \$1,239.10 and \$1,536.00 appropriation requests for Sheriff's E-ticket revenue received in July-September 2025; and (19) \$9,236.89 appropriation requested for Sheriff's fundraising account balance established under General Fund. *The total appropriation request for this period is below the 1% of expenditure budget limit of \$993,163.43 for October. Of the total appropriations this month, \$28,510.81 (Items 1-5) of funds are being added to Non-Recurring Contingency. Following approval of these expenditures, the balance of Recurring Contingency will be \$26,469.04. The balance of Non-Recurring Contingency will be \$415,899.61.***
- II. 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. A General Fund Department Transfer in the amount of \$3,072.00 is requested as follows: (1) \$3,072.00 transfer of E-Ticket revenues collected in July-August 2025 from Court Fines & Forfeitures line to new E-Ticket line to better account for those funds. The debits and credits were mistakenly reversed on last month's budget amendment; this amount corrects the mistake and allocates the revenues correctly.**

## Grace Mawyer

---

**From:** Neely Hull  
**Sent:** Friday, September 12, 2025 2:43 PM  
**To:** Grace Mawyer  
**Subject:** FW: EDI-Thank you

**From:** Neely Hull  
**Sent:** Friday, August 8, 2025 8:30 AM  
**To:** Holly Henderson <hhenderson@nelsoncounty.org>  
**Subject:** EDI-Thank you

*\*For Jan-Mar 2025 → prior FY  
3-100-3303-0008  
4-100-999000-9905 (NRC)*

**Total Amount:** 9,970.23

**Deposit Date:** 08/11/2025

**Trace Number:** 82726619

---

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
530	2,563.45	0.00	0.00	55009-25009-	04/01/2025	125	38034778	ENF AL 2025 55009 GRAN
SDGRF								
530	7,406.78	0.00	0.00	55262-25262-	04/01/2025	125	38034781	BPT 2025 55262 GRANT R
SDGRF								

**Tot 530:** 9,970.23

## Grace Mawyer

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**From:** Neely Hull  
**Sent:** Friday, September 12, 2025 2:43 PM  
**To:** Grace Mawyer  
**Subject:** FW: EDI-Thank you

**From:** Neely Hull  
**Sent:** Friday, August 8, 2025 8:30 AM  
**To:** Holly Henderson <hhenderson@nelsoncounty.org>  
**Subject:** EDI-Thank you

*\* For Jan-Mar 2025 expenses → prior FY  
3-100-3303-0008  
4-100-999000-9905(NRC)*

**Total Amount:** 9,970.23

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SDGRF								
530	7,406.78	0.00	0.00	55262-25262-	04/01/2025	125	38034781	BPT 2025 55262 GRANT R
SDGRF								

**Tot** 530: 9,970.23

## Grace Mawyer

**From:** Neely Hull  
**Sent:** Friday, September 12, 2025 12:36 PM  
**To:** Grace Mawyer  
**Subject:** EDI- confirming code

\* For Apr-Jun 2025 expenses → prior FY  
3-100-3303-0008  
4-100-999000-9905(NRC)

**Total Amount:** 5,393.58

**Deposit Date:** 09/15/2025

**Trace Number:** 82753372

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
530	2,596.17	0.00	0.00	55262-25262-	07/01/2025	125	38035060	BPT 2025 55 GRANT R
SDGRF								
530	2,797.41	0.00	0.00	55009-25009-	07/01/2025	125	38035065	ENF AL 2025 GRAN

Is this code correct for each?

**Tot 530:** 5,393.58

Neely Hull  
County of Nelson, Treasurer  
Po Box 100  
Lovingston VA 22949

P (434) 263 7060  
F (434) 263 7064

## Grace Mawyer

**From:** Neely Hull  
**Sent:** Friday, September 12, 2025 12:36 PM  
**To:** Grace Mawyer  
**Subject:** EDI- confirming code

\* For Apr - Jun 2025 expenses → prior FY  
3-100-3303-0008  
4-100-999000-9905(NRC)

**Total Amount:** 5,393.58

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SDGRF								
530	2,797.41	0.00	0.00	55009-25009-	07/01/2025	125	38035065	ENF AL 2025 GRAN

Is this code correct for each?

**Tot 530:** 5,393.58

Neely Hull  
County of Nelson, Treasurer  
PO Box 100  
Lovington VA 22949

P (434) 263 7060  
F (434) 263 7064

JAUNT, INC.

55260

VENDOR ID	NAME	PAYMENT NUMBER	CHECK DATE		
NEL006	Nelson County, Treasurer	0000000000000039137	10/2/2025	55260	
DOCUMENT NUMBER	DATE	AMOUNT	AMOUNT PAID	DISCOUNT	NET
NA100225	10/2/2025	\$13,147.00	\$13,147.00	\$0.00	\$13,147.00
			EXRF		
		\$13,147.00	\$13,147.00	\$0.00	\$13,147.00

COMMENT

3-100-001803-0001 (Expend. Refunds)  
4-100-999000-9905 (NRC)





434.296.3184

[www.ridejaunt.org](http://www.ridejaunt.org)

104 Keystone Place  
Charlottesville, VA 22902



**NEL006**

**County of Nelson**

**Attn: Ms. Linda Staton**

**P.O. Box 336**

**Lovington Va. 22949**

**10/2/2025**

**Distribution of excess FY2024 local funding: \$13,147**

**Thank you for your support!**

## Grace Mawyer

---

**From:** Neely Hull  
**Sent:** Monday, September 22, 2025 8:33 AM  
**To:** Holly Henderson  
**Cc:** Sandy Neblett; Grace Mawyer  
**Subject:** DEA funds EDI-Thank you

015 TREAS 310/MISC PAY RMR\*IV\*07242025RB\*PI\*1377.00\

**Amount: one thousand, three hundred seventy seven dollars \$1,377.00**

**Date:**  
9/22/2025

**DEATF**

3-100-003303-0107

4-100-031020-1013

Neely Hull  
County of Nelson, Treasurer  
Po Box 100  
Lovington VA 22949

P (434) 263 7060

F (434) 263 7064



August 29, 2025

TO: Special Agent in Charge  
Washington Field Division  
Drug Enforcement Administration  
800 K Street, NW, Room 500  
Washington, D.C. 20001

Subject: Overtime Reimbursement for August 2025



Invoice number: 07242025RB

In accordance with the current State/Local Task Force agreement, we hereby request reimbursement of \$1,377.00 for overtime incurred from 06/27/2025 to 07/24/2025 for the below listed law enforcement personnel from the County of Nelson Sheriff's Office. The officer received payment for these hours on 8/29/2025. Federal ID# 54-6001441.

Officer's Name: [REDACTED] worked 36 Overtime hours totaling **\$1,377.00**

Reimbursement should be made directly to: County of Nelson  
PO Box 336  
Lovingston, VA 22949

I certify that the funds requested are for overtime expenses incurred by personnel identified in the Task Force Agreement currently in effect.

Certified:	Resident Agent in Charge	Date
Certified:		9/8/2025
	Sheriff of County of Nelson	Date
Certified:		8/29/25
	Payroll Verification	Date

--DETAIL--

--DETAIL--

## FUND #-100 General Fund Expenditures

MAJOR ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAIN.
21060	***CLERK OF CIRCUIT COURT***							
1001	Salaries & Wages	287,709.00	296,442.00	.00	293,212.88	.00	3,229.12	1.08
2001	PICA	22,010.00	22,010.00	.00	20,109.56	.00	1,900.44	8.63
2002	Retirement-VRS	30,986.00	30,986.00	.00	13,468.80	.00	17,517.20	56.53
2005	Hospital/Medical Plans	58,080.00	65,446.00	.00	60,706.00	.00	4,740.00	7.24
2006	Group Insurance	3,855.00	3,855.00	.00	3,459.90	.00	395.10	10.24
2009	Hybrid Disability VLDP	1,231.00	1,231.00	.00	1,244.38	.00	13.38-	1.08-
2011	Worker's Compensation	3,443.00	4,932.00	.00	4,931.96	.00	04	.00
2013	VRS Retirement Hybrid Plan	4,157.00	4,157.00	.00	22,217.32	.00	18,060.32-	434.45-
3002	Professional Services	3,950.00	3,950.00	.00	3,024.57	.00	925.43	23.42
3004	Repairs and Maintenance	200.00	200.00	.00	.00	.00	200.00	100.00
3005	Maintenance Service Contracts	16,415.00	16,415.00	.00	13,092.58	.00	3,322.42	20.24
3006	Printing & Binding	300.00	300.00	.00	.00	.00	300.00	100.00
3012	Attorney Fees	750.00	750.00	.00	.63	.00	749.37	99.91
3160	Library of Va. Grant 2024FY-114	.00	15,028.00	.00	15,028.00	.00	00	.00
3164	Library of Va Grant 2024FY-078-388	.00	18,758.94	.00	.00	.00	18,758.94	100.00
5201	Postal Services	4,000.00	4,000.00	.00	3,447.80	.00	552.20	13.80
5203	Telecommunications	100.00	100.00	.00	146.04	.00	46.04-	46.04-
5401	Office Supplies	4,000.00	4,000.00	.00	3,809.28	.00	190.72	4.76
5504	Travel (Conventions & Education)	200.00	200.00	.00	.00	.00	200.00	100.00
7007	Computer Equipment	1,800.00	1,800.00	.00	1,876.57	.00	76.57-	4.25-
7041	A/V Maintenance and Repair	9,887.00	9,887.00	.00	7,598.56	.00	2,288.44	23.14
	***CLERK OF CIRCUIT COURT***	453,073.00	504,447.94	.00	467,374.83	.00	37,073.11	7.34
	COURTS	453,073.00	504,447.94	.00	467,374.83	.00	37,073.11	7.34
	--FUND TOTAL--	453,073.00	504,447.94	.00	467,374.83	.00	37,073.11	7.34

→ Reappropriate

CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Nelson County

Date of Award: 2 /25/2025

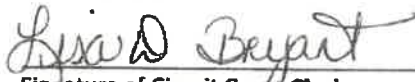
Grant #: 2025FY-079

Amount of Grant Award: \$9,404.94

Grant Type: Item Conservation

Amount of Grant Request: \$16,633.74

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

LISA D. Bryant  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

**Statement regarding project status and financial expenditure reports:**

I agree to submit program status and financial expenditure reports as required by the Library of Virginia. I also agree to account for all grant funds, to maintain separate financial and programmatic records on this project, and to retain such source documentation as canceled checks, paid bills, payroll, or other accounting documentation, in conjunction with the fiscal office of this locality, that would facilitate an audit. I understand that failure to submit the status and financial reports will result in grant funds not being released and this office becoming ineligible to receive future grant funding, until such time that the delinquent reports have been successfully submitted.



## LIBRARY OF VIRGINIA

**Dennis F. Clark**  
Librarian of Virginia

Feb. 25, 2025

Grant Agreement Number: 2025FY-079

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

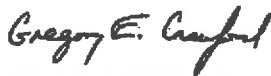
Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 25<sup>th</sup>, 2025 to consider 140 applications submitted from 105 localities. \$2,000,000 was budgeted for this grant cycle, while grant requests totaled just over \$3,030,000. 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 reduced amount of **\$9,404.94**, due to funding requests for this cycle exceeding the award amount available. The following item(s) have been approved by the Review Board: Execution Book CC-B, Common Law 1840-1846; Index to Common Law Execution Book CC-B 1840-1846; Index to Wills 1 1808-1927; Marriage Register of Free Persons 1865-1877. We encourage you to resubmit items that were not approved this cycle during the next grant cycle. 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](mailto: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 2026FY grant cycle.

Sincerely,



Gregory E. Crawford  
State Archivist



Kelly L. Flannagan  
President, Virginia Court Clerks' Association

800 East Broad Street  
Richmond, Virginia 23219

[www.lva.virginia.gov](http://www.lva.virginia.gov)

804.692.3500 phone  
804.692.3976 tty

CCRP GRANTS PROGRAM AWARD CERTIFICATION FORM

Locality: Nelson County

Date of Award: 2 /25/2025

Grant #: 2025FY-080

Amount of Grant Award: \$9,354.00

Grant Type: Equipment/Storage

Amount of Grant Request: \$9,354.00

By signing this document, I agree to the three statements below, as well as the decision of the CCRP Grants Review Board:

  
Signature of Circuit Court Clerk

Lisa D. Bryant  
Typed or Printed Name of Circuit Court Clerk

**Statement regarding expenditure of funds:**

I will abide by applicable state and local procurement rules and agree that funds granted under the Virginia Circuit Court Records Preservation Program will be spent only in accordance with the plan of work and budget statement presented in this application, and that any changes in the submitted proposal of work and/or budget will be submitted in writing to the grants office for approval in advance. I understand that grant funds will only be released upon receipt of verification form indicating that the proposal of work has been fully completed. I will ensure that any agreements for goods or services to be paid for with grant funds will be consistent with the project requirements set forth in the CCRP Program Manual.

**Statement regarding archival and records management policies and procedures:**

I agree to comply with all policies and procedures required by the Code of Virginia, and the decisions of the Circuit Court Records Preservation Grants Review Board and the Library of Virginia concerning the management, preservation, reproduction, and storage of public records, as well as those pertaining to the official recording of such records in government offices, whether on paper, microfilm, digital image, or any other medium.

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## LIBRARY OF VIRGINIA

**Dennis T. Clark**  
*Librarian of Virginia*

Feb. 25, 2025

Grant Agreement Number: 2025FY-080

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

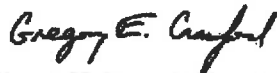
Dear Ms. Bryant,

The Circuit Court Records Preservation Grants Review Board met on Tuesday, Feb. 25<sup>th</sup>, 2025 to consider 140 applications submitted from 105 localities. \$2,000,000 was budgeted for this grant cycle, while grant requests totaled just over \$3,030,000. It is our pleasure to inform you that your Equipment/Storage grant application to the Virginia Circuit Court Records Preservation Program has been approved in the full amount of **\$9,354.00**. **Plat Cabinet 2-tier Map Storage System (w/hangers & sleeves)**. 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](mailto:Michelle.Washington@lva.virginia.gov)). Contact your equipment/storage vendor representative to make arrangements for them to begin the project. 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 2026FY grant cycle.

Sincerely,



Gregory E. Crawford  
State Archivist



Kelly L. Flannagan  
President, Virginia Court Clerks' Association

800 East Broad Street  
Richmond, Virginia 23219

[www.lva.virginia.gov](http://www.lva.virginia.gov)

804.692.3500 phone  
804.692.3976 tty



## Grace Mawyer

---

**Subject:** FW: 2025 Vacation Starts with VA Co-op grant program

**From:** Maureen A Kelley <makelley@nelsoncounty.org>

**Sent:** Thursday, August 7, 2025 10:04 AM

**To:** Grace Mawyer <gmawyer@nelsoncounty.org>

**Subject:** FW: 2025 Vacation Starts with VA Co-op grant program

**From:** Norment, Lindsey [mailto:lnorment@virginia.org]

**Sent:** Friday, July 18, 2025 10:37 AM

**To:** Maureen A Kelley <makelley@nelsoncounty.org>; Zaman, Ali <azaman@virginia.org>; Armstrong, Hannah <harmstrong@virginia.org>

**Subject:** 2025 Vacation Starts with VA Co-op grant program

**Applicant:** County of Nelson

**Email:** makelley@nelsoncounty.org

**Grant Number:** 0925-0008-VSWVA

**Grant Award Tier:** 2-Sojern

**Grant Award Amount:** \$2500 **Grant Match:** \$2500

3-100-002404-0060

4-100-081020-7072

\$2,500

GM

Dear Maureen,

**Congratulations on your VTC Vacation Starts with VA DMO MMLP Co-op Award!**

The Summer 2025 Vacation Starts with VA DMO MMLP Co-op grant program partnership round was a resounding success. We appreciate your willingness to apply in this new program partnership between VTC's Brand, Content, and Grant Divisions.

We look forward to activating the program tiers and continue to promote the Vacation Starts with VA campaign.

If you have received an award in Tiers 1 or 2, you will submit your reimbursement and final report to the VTC Grants Division using the normal grant reimbursement process and final report template. VTC will be in touch on next steps for these Tiers, including sending you the creative templates.

If you have received an award in Tiers 3 or 4, the Brand team will reach out to you with information on contracts and invoices.

If you have further questions about your award, please contact Lindsey Norment at lnorment@virginia.org.

We appreciate your partnership in tourism and look forward to a busy late summer and fall travel season.

Sincerely,

Lindsey

**Lindsey Norment | Brand Director | 804-545-5578**

FY25

10/09/2025 11:56 GL060

NELSON COUNTY

PAGE 1

## EXPENDITURE SUMMARY

--DETAIL--

7/01/2024 - 6/30/2025

--DETAIL--

## FUND #-100 General Fund Expenditures

MAJOR		BUDGET	APPR.	CURRENT	Y-T-D	ENCUMBRANCE	UNENCUMBERED	
ACCT#	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	BALANCE	REMAIN.
1001	***COMMONWEALTH ATTORNEY***							
1001	Salaries & Wages	457,854.00	460,353.55	00	459,596.88	.00	756.67	.16
1003	Part-time Salaries	00	25,000.00	00	24,593.48	.00	406.52	1.64
1006	Wages/Victim Witness Grant	67,645.00	67,645.00	00	71,282.64	.00	3,637.64	5.37
2001	FICA	35,026.00	35,026.00	00	37,027.69	.00	2,001.69	5.71
2002	Retirement-VRS	49,311.00	49,311.00	00	.00	.00	49,311.00	100.00
2005	Hospital/Medical Plans	18,468.00	18,468.00	00	9,280.00	.00	9,288.00	50.29
2006	Group Insurance	6,135.00	6,135.00	00	5,244.54	.00	890.46	14.51
2009	Hybrid Disability VLDP	3,388.00	3,388.00	00	3,288.90	.00	99.10	2.92
2011	Worker's Compensation	5,046.00	8,315.00	00	8,315.20	.00	.20	.00
2013	VRS Retirement Hybrid Plan	16,025.00	16,025.00	00	58,826.02	.00	42,801.02	267.08
3005	Maintenance Service Contracts	595.00	595.00	00	595.00	.00	.00	.00
5201	Postal Services	500.00	500.00	00	353.83	.00	146.17	29.23
5203	Telecommunications	85.00	85.00	00	246.26	.00	161.26	189.71
5401	Office Supplies	4,500.00	9,930.45	00	3,915.73	.00	6,014.72	60.56
5411	Books & Subscriptions	2,000.00	2,000.00	00	2,251.98	.00	251.98	12.59
5413	Other Operating Supplies (VWPG)	1,000.00	1,000.00	00	4,190.96	.00	3,190.96	319.09
5415	Expense (Asset Forfeiture)	00	31,329.40	00	1,320.78	.00	30,008.62	95.78
5504	Travel (Convention & Education)	5,000.00	5,000.00	00	9,721.90	.00	4,721.90	94.43
5506	Travel (Victim Witness Grant)	118.00	118.00	00	774.90	.00	656.90	556.69
5801	Dues & Assoc. Memberships	2,250.00	2,250.00	00	2,215.00	.00	35.00	1.55
7001	Machinery & Equipment	1,890.00	1,890.00	00	.00	.00	1,890.00	100.00
7002	Furniture & Fixtures	750.00	750.00	00	472.36	.00	277.64	37.01
	***COMMONWEALTH ATTORNEY***	677,586.00	745,114.40	00	703,414.05	.00	41,700.35	5.59
	COMMONWEALTH'S ATTORNEY	677,586.00	745,114.40	00	703,414.05	.00	41,700.35	5.59
	--FUND TOTAL--	677,586.00	745,114.40	00	703,414.05	.00	41,700.35	5.59

→ Reappr \$30,008.00 on  
9/9/25. Reappr. additional  
\$0.62.



# NELSON COUNTY SHERIFF'S OFFICE

An equal opportunity employer

P.O. BOX 36, 84 COURTHOUSE SQUARE, LOVINGSTON, VIRGINIA 22949 ~ BUSINESS 434.263.7050 ~ FAX 434.263.7056

## Off-Duty Security/Law Enforcement Services

This is an agreement between **100X, LLC** and the Nelson County Sheriff's Office (each a "Party" and collectively the "Parties").

The Nelson County Sheriff's Office agrees to assign off-duty deputies who will provide security/law enforcement services for this business and/or event.

**100X, LLC** agrees to make payment for services rendered at the Hourly Rate of \$60.00 per Deputy provided.

Security/law enforcement services are agreed upon as follows;

☒ On the following day(s) **October 9<sup>th</sup> – 13<sup>th</sup> 2025, See attached Schedule**

Time: from **00:00** until **24:00**

☐ On an as needed basis. (The business should be aware that they should provide as much notice as possible before the event. The shorter the lead time prior to the event the more difficult it may be to fulfill the request.)

☐ From: \_\_\_\_\_ Through \_\_\_\_\_  
Month Date Month Date

☒ Other:

**100X, LLC** agrees to make payment in the following manner: **Provide a \$10,000 deposit.** Upon filling all mutually agreed to manpower positions, the remaining balance will be calculated. Full payment, minus the deposit will be required prior to the start of the event date, October 9, 2025. Payments will be made by check to the respective jurisdictions to which manpower is provided from. The manpower on the attached Schedule may be reduced by 100x, LLC prior to the event. If the event is cancelled for any reason before or after the start of the event, such manpower may be reduced further, and payments shall only be owed for services actually rendered based on any reductions made.

☐ Each deputy will be paid by check or in cash at the conclusion of the event.

☐ The business will reimburse the County of Nelson upon receipt of an invoice at the above rate.

This agreement can be terminated by either party at any time without cause.

This agreement is established by the Nelson County Sheriff's Office and  
on this the 28 day of August, 2025.

**100X, LLC**

Name: Brad Metje  
Title: Chief Deputy

Name: Brian McEntee  
Title: General Counsel

Sheriff or his designee

Business owner or their designee

100X, LLC  
100 N. 18TH ST SUITE 550  
PHILADELPHIA, PA 19103

1012

3-50/310 21974

DATE 9/11/25

PAY  
TO THE  
ORDER OF

County of Nelson

\$ 10,000

Ten thousand

00  
100

DOLLARS



Wells Fargo Bank, N.A.  
Penalty for late  
payment: 3.00%

FOR

10/9/25 - 10/13/25 Police

[Signature]

Seven Stars

Event

FUND #-100

GENERAL FUND EXPENDITURES

		FY/2022	FY/2023	FY/2024	ADOPTED	AMENDED	2025/06	DEPT	ADMIN	ADOPTED
		EXPENSE	EXPENSE	EXPENSE	FY/2025	FY/2025	ACTUAL	FY/2026	FY/2026	FY/2026
					BUDGET	BUDGET		REQUEST	RECOMMENDS	BUDGET
	***CAPITAL OUTLAY***									
091050-2002	Firewall Upgrade (IT)	4,500								
091050-7001	Lg Format Printer/Scanner (B			10,106						
091050-7002	FMS Knox Boxes						4,167			
091050-7005	McGinnis Bldg. Structural Re	9,380						115,650		
091050-7006	Compactor Replacement							43,000	43,000	43,000
091050-7007	Architectural Partners CH Te	2,790								
091050-7008	Courthouse Tree Removal Serv			17,110						
091050-7010	Elementary Schools Study									
091050-7011	Lovingsston Revitalization Pl									
091050-7012	Electoral Bd-Transport/Stora							18,900		
091050-7013	Registrar VDEM Grant Improve					40,820	21,719			
091050-7014	Polling Precincts ADA Upgrad			20,532						
091050-7015	Fire Control Panel in Courth							30,000	30,000	30,000
091050-7016	Registrar Office Renovation-		5,975							
091050-7017	Transfer Station Tipping Fee				260,000	260,000	39,628	234,592	234,592	234,592
091050-7018	Voting Machine Replacement (				151,200	151,200	156,740			
091050-7019	Electronic Pollbook Replacem		42,125							
091050-7020	FY22 Compensation Study	6,345	15,862	9,518						
091050-7021	Courthouse Complex Repairs/P		24,410							
091050-7022	Courthouse Camera Replacemen	1,407								
091050-7023	Comprehensive Plan & Zoning	15,623	100,074	50,757		143,556	65,172	48,556	48,556	48,556
091050-7024	Courthouse Elevator Repair						16,145			
091050-7025	Website Development & Upgrad		16,400	3,000						
091050-7026	Telephone System Upgrade							162,000	162,000	162,000
091050-7027	IT Network Penetration Testi		5,415	12,970	21,000	21,000	12,207			
091050-7028	Tye River Bridge Deck Repair		22,480							
091050-7029	IBM AS400 Server Replacement	44,858								
091050-7030	Treasurer's Online Records A		8,000							
091050-7031	CC Clerk's Deadbook Room Cle									
091050-7032	AP Conceptual Design DSS Bui	3,497								
091050-7033	Wireless Batteries Replant				98,850	98,850				
091050-7035	Replace CAD/Mapping Workstat				6,000	6,000	9,058			
091050-7050	Phone System Configuration I				10,000	10,000		10,000	10,000	10,000
091050-7060	Wireless Internet Access Exp							26,100	26,100	26,100
091050-7061	ECC Drone Program							27,089		
091050-7072	AP BOS CIP Strategic Plannin	3,367								
091050-7073	Sturt Park Development	2,580		528	71,600	71,600		61,600	61,600	61,600
091050-7074	MP Services -Former Larkin P		16,200	19,800						
091050-7075	Water&Sewer Capacity Study-L			13,560			11,592			
091050-7076	UPS Battery Replacement DK &									
091050-7077	Radio System Upgrade									
091050-7078	Sheriff Vehicles & Equipment	195,364	241,778	219,074	421,776	455,770	420,811	260,484	260,484	260,484
091050-7080	Motor Pool Vehicle							40,000	40,000	40,000
091050-7081	2 Maintenance Trucks		138,834							
091050-7082	Maintenance Dump Truck									
091050-7084	ECC First Response Vehicle						45,409	71,527	61,339	61,339
091050-7085	Emergency Services Vehicles	191,008	215,335	426,316	391,511	391,511	156,928	379,000	379,000	379,000
091050-7089	PAR-Agricultural Center(Amh/	28,526	30,766							

FUND #-100

GENERAL FUND EXPENDITURES

		FY/2022	FY/2023	FY/2024	ADOPTED	AMENDED	2025/06	DEPT	ADMIN	ADOPTED
		EXPENSE	EXPENSE	EXPENSE	FY/2025	FY/2025	ACTUAL	FY/2026	FY/2026	FY/2026
					BUDGET	BUDGET		REQUEST	RECOMMENDS	BUDGET
	***CAPITAL OUTLAY***									
091050-7090	Business Park Study	63,050								
091050-7091	Recreation Center Study	22,110								
091050-7092	Radio Subscriber Upgrade & I	191,256		1,421,425						
091050-7093	* Radio Improve Winterville *				196,000					
091050-7095	Anim Shelt Roof Rplc,Gutters						43,765			
091050-7096	Property Acquisition (Larkin	70,886	2,489,557							
091050-7097	Heritage Center Water System	3,536	1,673				1,037			
091050-7098	Asphalt Repair-Crthse & Conv							86,000	86,000	86,000
091050-7099	Courthouse Roof Repair									
091050-7100	TAP-VDOT-Sidewalks					75,600		212,248	212,248	212,248
091050-7102	VACORP Deductible-Legal Defe			140						
091050-7105	Solid Waste Roll-Off Truck		251,510							
091050-7106	Metasys Bldg Automation Sys							17,600	17,600	17,600
091050-7107	Courthouse Network Switch Up							30,000	30,000	30,000
091050-7108	Remote Site Network Switch R							32,500	32,500	32,500
091050-7109	Bucks Elbow Tower Equip Relo		41,905							
091050-7110	NG 911 Costa			1,500						
091050-7111	VESTA 911 Upgrade for NG911			59,436						
091050-7112	911 Call Handling Equipment			154,359						
091050-7115	Fire & Rescue Pagers (Replac							75,000	75,000	75,000
091050-7120	Livingston Pocket Park							65,000		
091050-7125	Financial Policy Guideline S					31,200				
091050-7130	Parks & Recreation Master Pl									
091050-7136	* Phone System Trunk Configure *				7,800					
091050-7140	Dept. of Elect. Security Com		30,000	36,900	36,900	36,900	36,900			
091050-7141	ProVal Migration-SQL License		1,723							
091050-7145	Starlink Wanderer Pro							9,190		
091050-7150	IT Network Event Logging Sol				12,000	12,000	12,888			
091050-7155	JCI Support-Migrat to New SS							11,000	11,000	11,000
091050-7156	IT Network Server Replacemen				30,000	30,000	19,363			
091050-7157	Animal Control Firearms/Tran									
091050-7158	Animal Control Livestock Tra		15,315							
091050-7160	Contingency Plan & Syst Secu							15,000	15,000	15,000
091050-7164	Circuit Court A/V Replaceme				18,000	18,000		12,000	12,000	12,000
091050-7165	CAD and RMS Server Replaceme							60,000	60,000	60,000
091050-7166	* Ball Microwave Network Upgra *		120,045	375,077	292,900					
091050-7170	Animal Shelter Addition									
091050-7173	Animal Shelter Repairs/Upgra							156,729	156,729	156,729
091050-7174	Callohill Drive Property Pur					90,047	90,047			
091050-7175	BRT Security Gates							45,000		
091050-7176	BRT Bathroom Facility							90,000		
091050-7180	Generator Upgrade (Rockfish	74,893								
091050-7185	Animal Control Truck		103,954	5,377				51,000		
091050-9999	Public Safety Radio Project									
	--TOTAL DEPARTMENT--	979,931	3,955,336	3,025,807	2,025,537	2,440,754	1,238,602	2,593,385	2,135,448	2,135,448
	NON-DEPARTMENTAL	2,057,417	5,478,364	4,340,119	3,781,649	3,887,205	2,365,268	4,438,385	3,980,448	3,980,448

FY26 = 151,477.33

Company No: 001  
Date: 10/09/25  
Budget Amount  
\$48,556.00

Account Number: 4100 910507023  
Comprehensive Plan & Zoning Update  
Year To Date  
\$22,704.95

Period:  
Time: 1003  
Encumbrances  
\$0.00  
Balance  
\$25,851.05

FY26

Date	Source	Reference Number	PO#	Amount	Period	Description	
07282025	AP	1 NELSON PLN1A-13		\$4,396.95	202507	THE BERKLEY GROUP	BH- 02940
08262025	AP	1 NELSON PLN1A-14		\$6,025.00	202508	THE BERKLEY GROUP	BH- 02946
09252025	AP	1 NELSON-PLN1A-15		\$12,283.00	202509	THE BERKLEY GROUP	BH- 02952
*****		G/L Year-To-Date-		\$22,704.95			
*****		Encumbrance-					
*****		A/P Holding File-					
*****		P/R Holding File-					
*****		U/T Holding File-					
*****		A/R Holding File-					
*****		G/L Holding File-					
*****		S/S Holding File-					
*****		INV Holding File-					
07012025	BA	1 0000307		\$48,556.00	202507	-APPROPRIATION ENTRY-	05196
*****		Budget Amount-		\$48,556.00			

\$78,383.88 FY25 Balance  
- 48,556.00 FY26 Budgeted  
\$29,827.88 Reappropriate for  
FY26 Use

Company No: 225  
Date:10/09/25  
Budget Amount  
\$143,556.00

Account Number: 4100 910507023  
Comprehensive Plan & Zoning Update  
Year To Date  
\$65,172.12

Period:  
Time: 0954  
Balance  
\$78,383.88

FY25

```
=====
Date      Source Reference Number      PO#      Amount Period Description      BH-
07112024 AP      1      #26                        $6,110.94 202407 THE BERKLEY GROUP      BH- 02861
08262024 AP      1      #1 JUNE 2024                $3,620.00 202408 THE BERKLEY GROUP      BH- 02870
08262024 AP      1      #2 - FY25                  $2,785.00 202408 THE BERKLEY GROUP      BH- 02870
09262024 AP      1      NELSON PLAN1A-3            $2,493.31 202409 THE BERKLEY GROUP      BH- 02878
10282024 AP      1      NELSON PLN 1A-4            $3,148.75 202410 THE BERKLEY GROUP      BH- 02882
11252024 AP      1      NELSONPLAN-1A-5            $5,094.41 202411 THE BERKLEY GROUP      BH- 02889
12272024 AP      1      NELSON PLAN 1A6            $2,600.40 202412 THE BERKLEY GROUP      BH- 02895
01272025 AP      1      NELSONPLAN-1A-7            $4,387.26 202501 THE BERKLEY GROUP      BH- 02900
02262025 AP      1      NELSON PLN-1A-8            $4,968.75 202502 THE BERKLEY GROUP      BH- 02908
03262025 AP      1      NELSON-PLN-1A-9            $8,242.03 202503 THE BERKLEY GROUP      BH- 02914
04252025 AP      1      NELSON-PLN-1A10            $5,951.32 202504 THE BERKLEY GROUP      BH- 02921
06102025 AP      1      NELSON PLN1A-11            $10,741.20 202506 THE BERKLEY GROUP      BH- 02930
06272025 AP      1      NELSON PLN1A-12            $5,028.75 202506 THE BERKLEY GROUP      BH- 02934
*****      G/L Year-To-Date-      $65,172.12

*****      Encumbrance-

*****      A/P Holding File-

*****      P/R Holding File-

*****      U/T Holding File-

*****      A/R Holding File-

*****      G/L Holding File-

*****      S/S Holding File-

*****      INV Holding File-

09102024 BT      1      0000304      $143,556.00 202409 FY25 APP AMENDED COMP PLA05026
*****      Budget Amount-      $143,556.00
```



Company No: 001      Account Number: 3100    1401    2      Period:  
 Date:10/09/25      E-Ticket Fees      Time: 1503  
 Budget Amount      Year To Date      Encumbrances      Balance  
                  \$293.10      \$2,482.00-      \$.00      \$2,775.10

```

=====
Date Source Reference Number PO# Amount Period Description
09022025 CS 1 20250902 $1,242.90-202509 -TREASURER CASH REPORT-
***** G/L Year-To-Date- $1,242.90-

***** Encumbrance-

***** A/P Holding File-

***** P/R Holding File-

***** U/T Holding File-

10012025 CS 1 20251001 $1,239.10-202510 -TREASURER CASH REPORT-
***** A/R Holding File- $1,239.10-

***** G/L Holding File-

***** S/S Holding File-

***** INV Holding File-

09092025 BS 1 0000445 $1,242.90-202509 FY26 E TICKET REVENUE 05213
09092025 BT 1 0000321 $1,536.00 202509 FY26 E-TICKET REVENUE 05214
***** Budget Amount- $293.10
  
```

Company No: 001

Account Number: 4100 310207017

Period:

Date:10/09/25

E-Ticket Expenditures

Time: 1503

Budget Amount

Year To Date

Encumbrances

Balance

\$1,242.90

\$4,688.30

\$.00

\$3,445.40-

```
=====
Date      Source Reference Number      PO#      Amount Period Description
07092025 AP      1      2505-08                        $3,780.00 202507 SALTUS TECHNOLOGIES BH- 02936
08122025 AP      1      0259494-IN                      $490.00 202508 POSITIVE CONCEPTS/ATPBH- 02941
*****          G/L Year-To-Date-      $4,270.00
*****          Encumbrance-
10092025 AP      1      980332                        $418.30 202510 DANA SAFETY SUPPLY, IBH- 02954
*****          A/P Holding File-      $418.30
*****          P/R Holding File-
*****          U/T Holding File-
*****          A/R Holding File-
*****          G/L Holding File-
*****          S/S Holding File-
*****          INV Holding File-
09092025 BS      1      0000445                      $1,242.90 202509 FY26 E TICKET REVENUE 05213
*****          Budget Amount-      $1,242.90
```

## Receipt Transmittal Form

Department: Nelson County Sheriff's Office

Prepared by: Jennifer Thomas Date Processed: 10/07/25  
Certification: I hereby certify that the above receipts totaling \$9,236.89 and  
presented by receipt numbers \_\_\_\_\_ to \_\_\_\_\_ represent all monies  
collected by this department through 10/07/25.  
Signature: Joseph Title: Fin Spec

Date: 10/7/25

## Grace Mawyer

---

**From:** Rachel Reamy <rachel.reamy@apa.virginia.gov>  
**Sent:** Wednesday, October 1, 2025 10:30 AM  
**To:** Grace Mawyer  
**Cc:** Stephanie Serbia; Stephanie Crisman  
**Subject:** RE: Sheriff's Office Audit

Good morning Grace,

The APA Judicial team passed along your question below for me to provide some guidance.

In the APA Sheriff's Manual, we do not specifically require localities to establish an entirely separate fund to account for a fundraising account held by the Sheriff's office. The locality can do so if they feel this is the best way to account for and separately track these funds. We agree that alternatively this can be accounted for by establishing a separate revenue and expenditure account/line item as part of the General fund. The primary consideration is to ensure these funds are being separately tracked and accounted for given the nature of the source of funds being designated for specific use under certain programs by the Sheriff's office. Based on what we've seen in other locality financial reports, it seems like most go the route of establishing a separate account/line item to budget and account for these funds as part of the General fund.

I hope this information is helpful; please feel free to contact me should you have any other questions.

Best regards,

**Rachel N. Reamy, CPA, CGFM**  
Local Government Manager  
Auditor of Public Accounts  
Direct: 804-362-8436  
Office: 804-225-3350  
[www.apa.virginia.gov](http://www.apa.virginia.gov)



**From:** Grace Mawyer <[gmawyer@nelsoncounty.org](mailto:gmawyer@nelsoncounty.org)>  
**Sent:** Friday, September 26, 2025 11:00 AM  
**To:** Stephanie Crisman <[stephanie.crisman@apa.virginia.gov](mailto:stephanie.crisman@apa.virginia.gov)>  
**Subject:** FW: Sheriff's Office Audit

**Caution:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We are working to set up the new fundraising account for the Nelson County Sheriff's Office so that it is in accordance with State Code. Do you have a preference for how this is accounted for in our system or guidance for how other localities set this up? I am thinking it will either need to be a new fund apart from our General Fund, or I can just make a new revenue and expenditure line in the General Fund for this purpose.

I appreciate any guidance you can provide,  
Thank you!

*Grace Mawyer*  
Nelson County  
Director of Finance & Human Resources  
PO Box 336, Lovington, VA 22949  
(P) 434-263-7136 / (F) 434-263-7134  
[gmawyer@nelsoncounty.org](mailto:gmawyer@nelsoncounty.org)  
[www.nelsoncounty-va.gov](http://www.nelsoncounty-va.gov)

**From:** Mark Embrey <[membreys@nelsoncounty.org](mailto:membreys@nelsoncounty.org)>  
**Sent:** Wednesday, September 10, 2025 12:42 PM  
**To:** Neely Hull <[nhull@nelsoncounty.org](mailto:nhull@nelsoncounty.org)>; Grace Mawyer <[gmawyer@nelsoncounty.org](mailto:gmawyer@nelsoncounty.org)>  
**Cc:** Jennifer Thomas <[jthomas@nelsoncounty.org](mailto:jthomas@nelsoncounty.org)>; Stephanie Crisman <[stephanie.crisman@apa.virginia.gov](mailto:stephanie.crisman@apa.virginia.gov)>; Candy McGarry <[CMcGarry@nelsoncounty.org](mailto:CMcGarry@nelsoncounty.org)>  
**Subject:** Sheriff's Office Audit

Hi Neely and Grace,

Our Office recently underwent an Audit that was conducted by the Auditor of Public Accounts. It has been determined by the Auditor of Public Accounts, that our agency's 'Fundraising' Account needs to be submitted to the Office of the Treasurer, along with all future 'Fundraising' deposits. Our 'Fundraising' Account currently has a balance of \$11,990.63. These funds are derived from public donations which include Project Lifesaver, Cop Camp, and other miscellaneous programs.

Jennifer and I have spoken with our agency's Auditor, Ms. Stephanie Crisman, who has confirmed that this transfer of funds needs to take place per Virginia Code, 15.2-1615. I've cc'd Ms. Crisman on this email if either of you have any questions regarding this transfer.

Neely, Jennifer can close this account at Atlantic Union Bank whenever you are ready for the deposit.

Grace, I'm assuming that this will create a new line item for our Department's Budget. Feel free to classify and code it at your discretion.

Please let me know if our Office can assist with this process in any way.

Thank you,

Sheriff Mark E. Embrey  
Nelson County Sheriff's Office  
84 Courthouse Sq.  
Lovington VA 22949  
434-263-7051 office

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

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-73**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION REGARDING LOCAL AND REGIONAL WATER SUPPLY PLANNING**  
**AND APPLICATION FOR A FY2026 WATER SUPPLY PLANNING GRANT**

**WHEREAS**, the Virginia General Assembly has mandated the development of regional water supply plans throughout the Commonwealth and the State Water Control Board has developed regulations to implement this planning process; and

**WHEREAS**, based upon these regulations Nelson County is required to contribute towards a regional water supply plan that fulfills the regulations by deadlines established in 9VAC25-780-50.A, specifically:

“Each locality in a regional planning area shall assist its regional planning unit in developing and submitting a single jointly produced regional water supply plan to the Department within **five years from October 9th, 2024**”

**WHEREAS**, regional planning areas are designated by 9VAC25-780-45.B, and a local government may request that the Department change its designated regional planning area to an adjoining planning area in accordance with 9VAC25-780-45.C.

**WHEREAS**, the following elements must be included in regional water supply plans in accordance with 9VAC25-780:

- A description of existing water sources in accordance with the requirements of 9VAC25-780-70;
- A description of existing water use in accordance with the requirements of 9VAC25-780-80;
- A description of existing water resource conditions in accordance with the requirements of 9VAC25-780-90;
- An assessment of projected water demand in accordance with the requirements of 9VAC25-780-100;
- A statement of need for the regional planning unit in accordance with the requirements of 9VAC25-780-100;
- An alternatives analysis to address projected deficits in water supplies in accordance with the requirements of 9VAC25-780-100;
- A description of water management actions in accordance with the requirements of 9VAC25-780-110 and 9VAC25-780-120;
- A description of drought response and contingency plans for each local government in the RPU, in accordance with the requirements of 9VAC25-780-120;

- An identification of water supply risks and regional strategies to address identified risks in accordance with the requirements of 9VAC25-780-125; and

- A map identifying important elements discussed in the water supply plan that may include existing environmental resources, existing water sources, significant existing water uses, and proposed new sources, and

**WHEREAS**, the Virginia Department of Environmental Quality has announced the availability of grant funds to assist Regional Planning Units and offset some of the costs related to the development of these Plans and are encouraging RPUs to submit applications for grant funds; and

**WHEREAS**, for purposes of this DEQ water supply grant fund program, Nelson County will participate within the Middle James River 2 Regional Planning Unit, and

**WHEREAS**, the Regional Planning Unit, through the lead agent wishes to apply for and secure DEQ grant funds to help offset the cost of regional water supply plan development.

**NOW, THEREFORE BE IT RESOLVED** that Nelson County agrees to participate with all local governments and water authorities within the Middle James River 2 Regional Planning Unit in the development of a regional water supply plan that will comply with mandated regulations; and

**BE IT FURTHER RESOLVED** that the lead agent is authorized to develop an application for water supply planning grant funds to offset to the extent feasible the cost of developing said regional water supply plan; and

**BE IT FURTHER RESOLVED** that the lead agent agrees to manage all grant funds received and allocate these shared funds towards the tasks and deliverables proposed in the grant application for the benefit of the entire Regional Planning Unit, and

**BE IT FINALLY RESOLVED** that the Central Virginia Planning District Commission is authorized to sign the DEQ contract and other appropriate documents related to the water supply planning grant and the regional water supply plan.

Approved: October 14, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

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

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-74**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**RECOGNITION OF CONNIE TAYLOR CLARK**  
**FOR HER SERVICE AS AN OFFICER OF ELECTION**

**WHEREAS**, the conduct of fair, transparent, accurate, and verifiable elections is an essential thread in the fabric of our nation and, as such, part of the mission statement of the Nelson County Office of Elections; and

**WHEREAS**, the Nelson County Office of Elections relies on trusted members of the community to faithfully and impartially serve their neighbors as Officers of Election in support of this ideal; and

**WHEREAS**, Connie Taylor Clark, a lifetime resident of Nelson County, Virginia and a registered voter since 1975, has served this community as an Officer of Election for more than thirty years; and

**WHEREAS**, during those years, Connie Taylor Clark has participated at nearly every level of election service, bringing her friendly, knowledgeable, calm, and always-pleasant demeanor to each element of the process; and

**WHEREAS**, Connie Taylor Clark is truly an asset to this community, and one who exemplifies public service in a manner which should inspire each of us to do the same,

**NOW THEREFORE BE IT RESOLVED**, that the Nelson County Board of Supervisors, jointly with the Nelson County Electoral Board and General Registrar, do hereby officially recognize Connie Taylor Clark, and respectfully ask all citizens alike to join in expressing their sincere gratitude and appreciation for her many years of outstanding service to our community she has most generously given.

Approved: October 14, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



BOARD OF  
SUPERVISORS

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Deputy Clerk

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Director of Finance and  
Human Resources

**PROCLAMATION P2025-05**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**OCTOBER IS DOMESTIC VIOLENCE AWARENESS MONTH**

**WHEREAS**, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers, and are supported by societal indifference; and

**WHEREAS**, the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse, with the impact of this crime being wide-ranging; and

**WHEREAS**, no one person, organization, agency or community can eliminate domestic violence on their own—we must work together to educate our entire population about what can be done to prevent such violence, support victims/survivors and their families, and increase support for agencies providing services to those community members; and

**WHEREAS**, the Shelter for Help in Emergency and the Nelson County Victim/Witness Program have led the way in the County of Nelson in addressing domestic violence by providing 24-hour hot line services to victims/survivors and their families, offering support and information, and empowering survivors to chart their own course for healing; and

**WHEREAS**, the Shelter for Help in Emergency commemorates its 46th year of providing unparalleled services to women, children and men who have been victimized by domestic violence; and

**WHEREAS**, the Nelson County Victim/Witness Program currently provides victim advocates and a support group for those seeking relief from domestic violence in Nelson County;

**NOW THEREFORE, BE IT RESOLVED**, in recognition of the important work being done by the Shelter for Help in Emergency and the Nelson County Victim/Witness Program, the Nelson County Board of Supervisors do hereby proclaim the month of October 2025 as DOMESTIC VIOLENCE AWARENESS MONTH, and urge all citizens to actively participate in the elimination of personal and institutional violence against women, children and men.

Approved: October 14, 2025

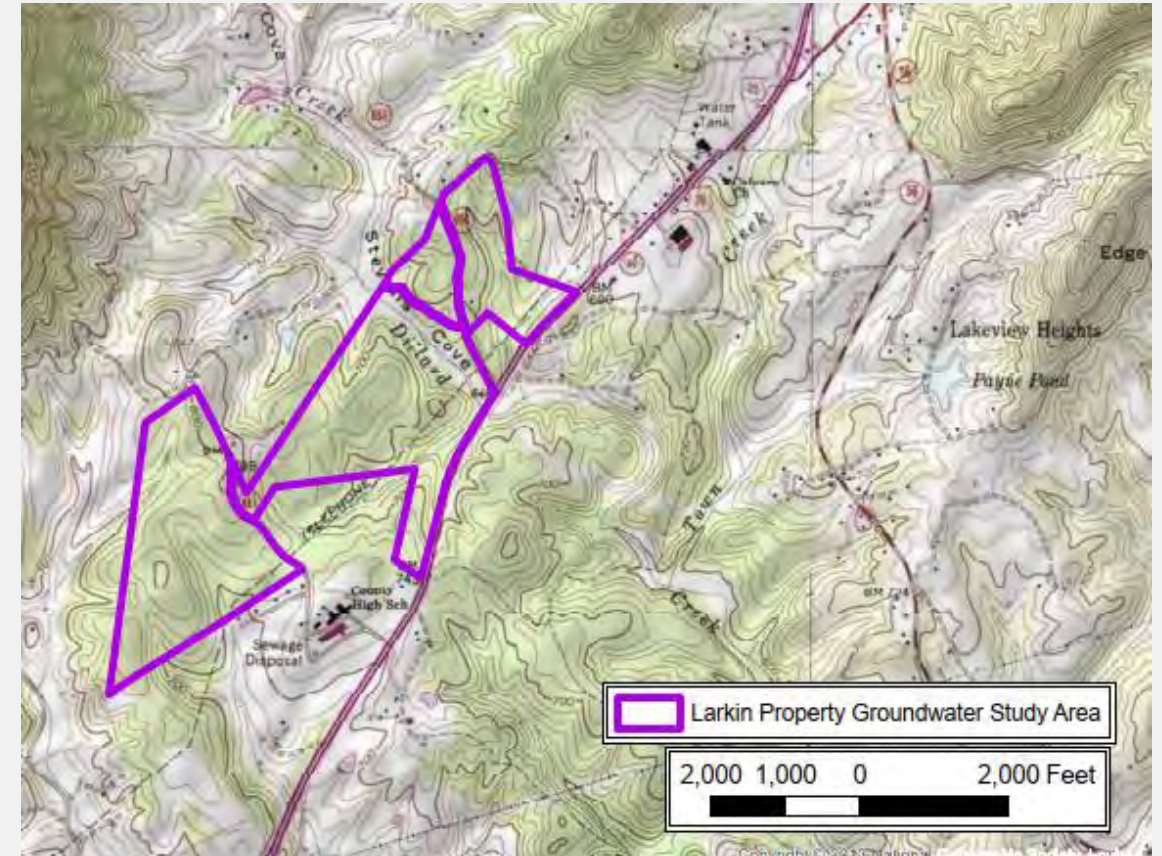
Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

# Nelson County Water Source Evaluation

Groundwater Evaluation  
Larkin Property

# Background and Objectives

1. Is the site's geology favorable for a groundwater well(s)?
2. Where should the wells be drilled?
3. How much is it going to cost to drill and develop the well for potable and non-potable water?





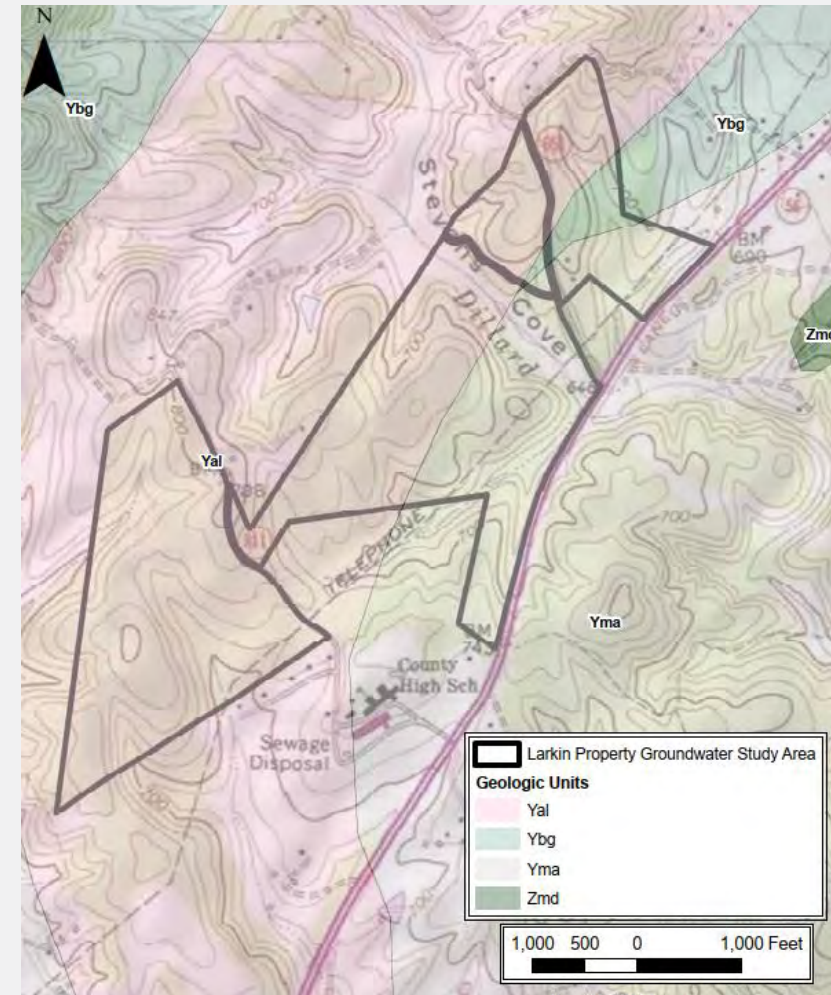
# Well Yield Requirements

- 81,940 gpd = 60 gpm
- VDH requires that only 55% of yield be used as “safe yield”
- Well Yield 110 gpm or more

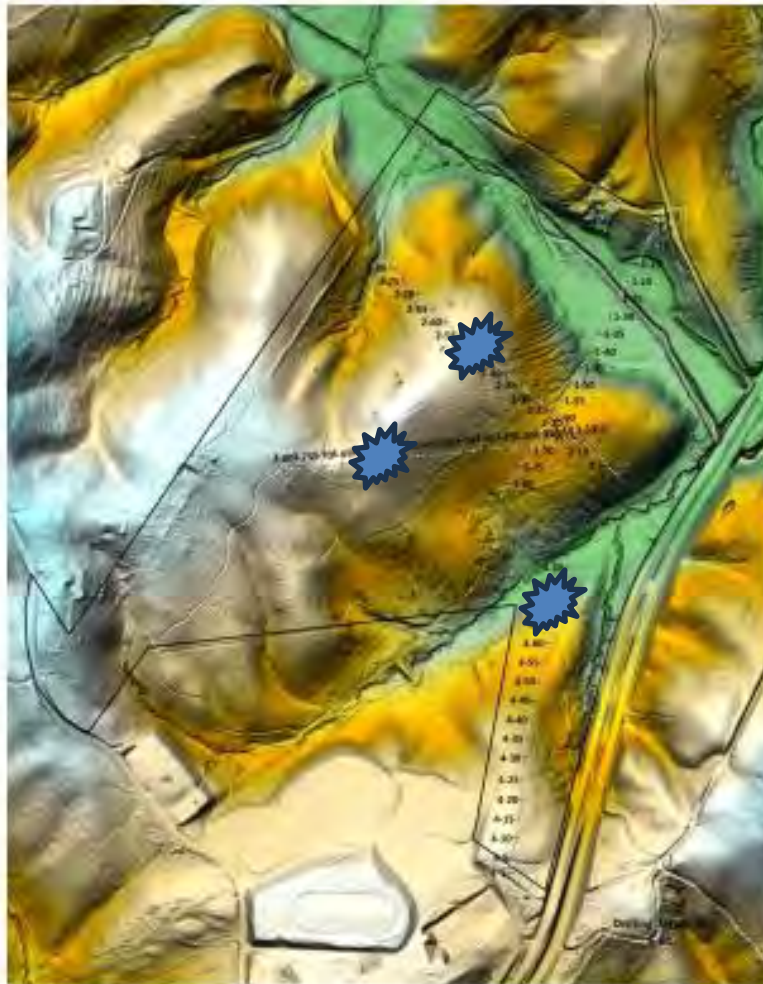


# Site Geology

- Bedrock has low porosity
- Groundwater Flow is through weathered rock and fractures
- Nearby Wells yields range from 7.5-88 gpm
- May require 2-3 wells to reach 110 gpm
- Locating well in fractures will result in higher yields







Feet  
0 400 800

**GEOSCIENCE**  
-PROFESSIONALS-  
Opening Windows to the World Below

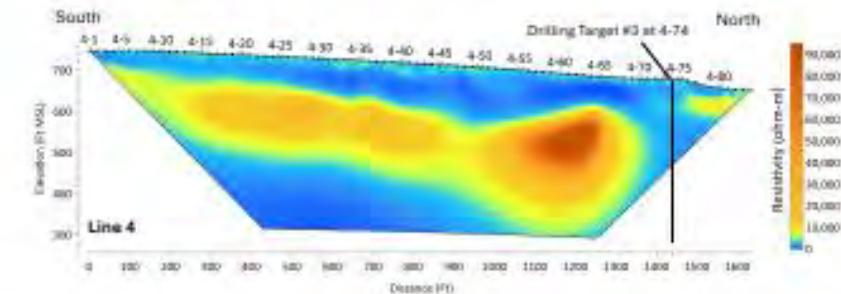
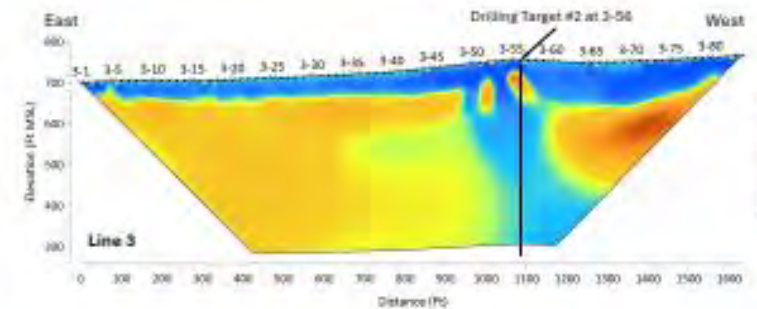
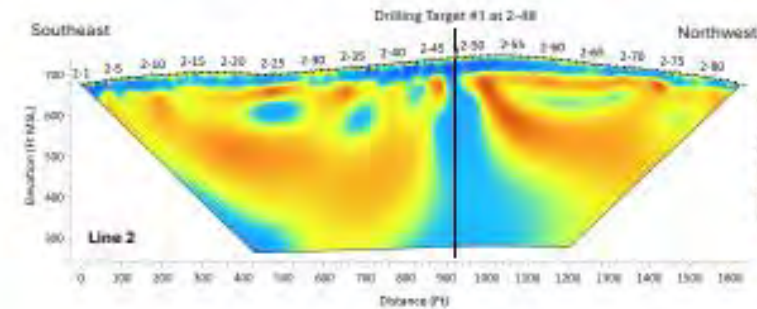
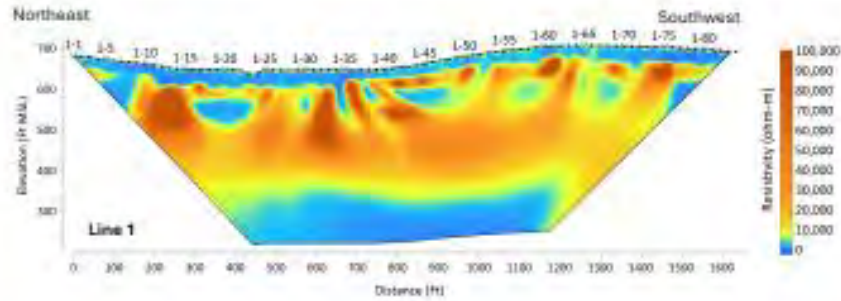
35 Tennyson Court  
Clarksville, VA 24025  
(540) 895-8881  
www.geoscientists-pro.com

Figure 5. Resistivity results and prospective drilling targets.

Report Title:  
Water Supply Well Study at the Larkin  
Well Site, Nelson County, Virginia

File Name: Larkin 24X78 10.jpg

Date: 05/12/25 Project No: P25-04



Using  
Electrical  
Resistivity  
to Identify  
Fractures/  
Target Well  
Sites

# Next Steps – To Drill & Develop a Well

- Well Site Approval – State VDH Office of Drinking Water and Local Health Department
- Construction of Access Road for Drill Rig
- Drill Test Well
- 48-hour Drawdown Test and Water Quality Sampling
- Public Water Supply Permitting

# Cost for Next Steps

Total Estimated Costs	\$158,000-\$192,500	\$109,000-\$149,000
Cost Breakdown By Task	Range of Costs: Public Potable Water	Range of Costs- Non Potable Water
Well Site Preparation	\$20,500-\$40,000	\$20,500-\$40,000
Well Site Local Approval and VDH Approval for Drilling Locations	\$5,000	\$3,500
Drilling Well for Target 1	\$15,000-\$20,000	\$15,000-\$20,000
Drilling Well for Target 2	\$15,000-\$20,000	\$15,000-\$20,000
Drilling Well for Target 3	\$15,000-\$20,000	\$15,000-\$20,000



# Cost for Next Steps (continued)

Task	Range of Costs: Public Potable Water	Range of Costs- Non Potable Water
48-hour Drawdown Testing and Water Quality Sampling on Target 1	\$12,500	\$5,000-\$7,000
48-hour Drawdown Testing and Water Quality Sampling on Target 2	\$12,500	\$5,000-\$7,000
48-hour Drawdown Testing and Water Quality Sampling on Target 3	\$12,500	\$5,000-\$7,000
Preliminary Engineering Report and VDH Office of Drinking Water Permitting	\$50,000	\$25,000

# Nelson County Water Source Evaluation

Dillard Creek Water Source Evaluation

# Background and Objectives

1. Project estimated Dillard Creek flows
2. Identify potential intake locations.
3. Review endangered or threatened species or other species concerns
4. Identify potential Virginia Water Protection (VWP) permit conditions
  1. Withdrawal limitations,
  2. Intake construction requirements
  3. Operations and reporting requirements.
5. Estimate permitting and capital and operational costs.





# Dillard Creek Withdrawal Evaluation

- No USGS gage on Dillard Creek; Tye River gage used as surrogate
- Tye River drainage area: 93 sq. miles
- Dillard Creek drainage area: 7.3 sq. miles (~8% of Tye River)
- Potential intake location near US-29

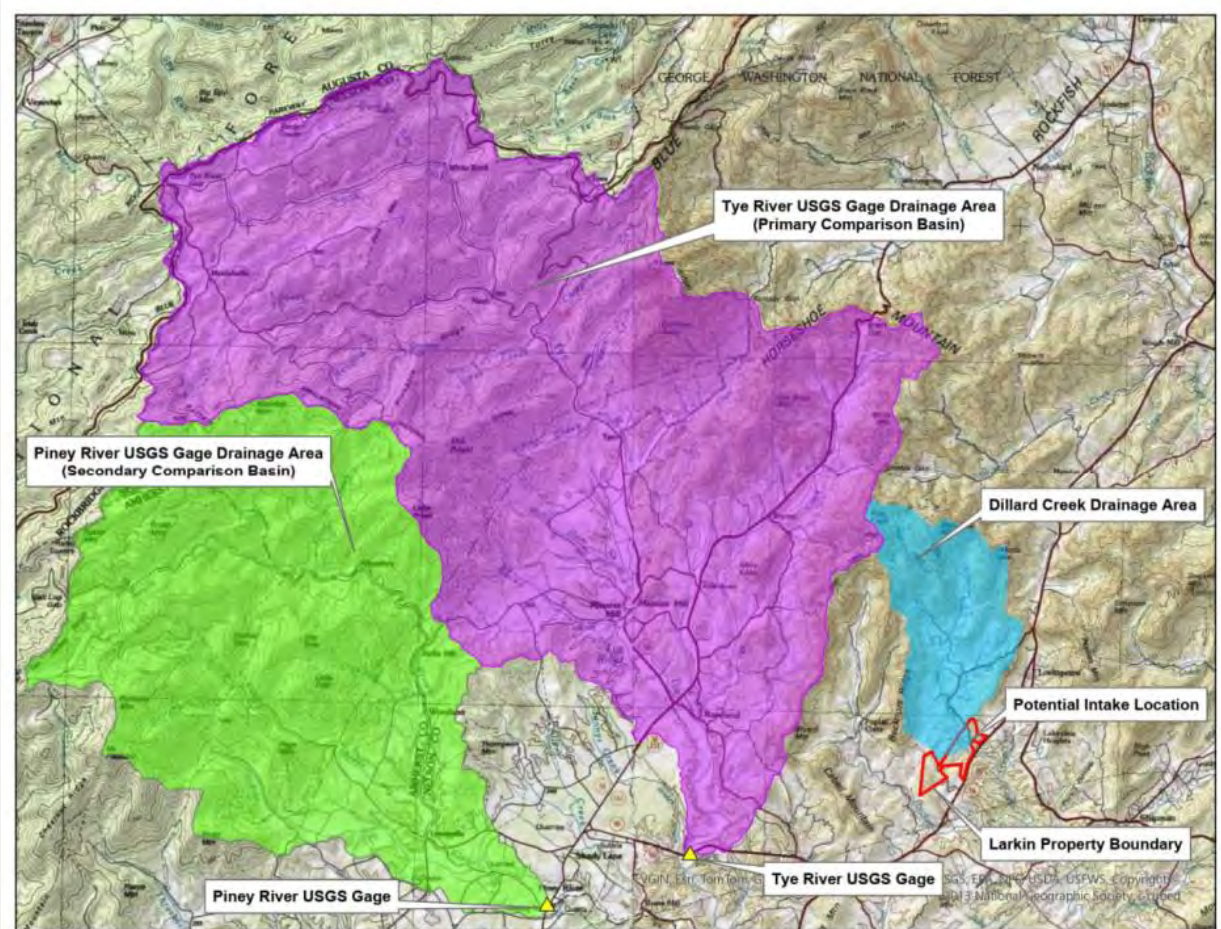


Figure 1. USGS Gages and Drainage Areas and Drainage Area of Potential Intake Location on Dillard Creek.

# Dillard Creek Withdrawal Evaluation

- Flow estimation formula:

$$Q_{\text{ungaged}} = \frac{A_{\text{ungaged}}}{A_{\text{gaged}}} * Q_{\text{gaged}}$$

where

$Q_{\text{ungaged}}$ : Flow at the ungaged location  
 $Q_{\text{gaged}}$ : Flow at surrogate USGS gage station  
 $A_{\text{ungaged}}$ : Drainage area of the ungaged location  
 $A_{\text{gaged}}$ : Drainage area at surrogate USGS gage station

**Table 2. Estimated Average Daily Streamflow for the Tye River Reference Location.**

Stream	USGS Gage ID	A <sub>gaged</sub> (Tye River Drainage Area)	A <sub>ungaged</sub> (Dillard Creek Drainage Area)	Q <sub>gaged</sub> (Average Daily Tye River Flow)	Q <sub>ungaged</sub> (Estimated Average Dillard Creek Flow)
Tye River	02027000 Tye River Near Lovingson, VA	93 sq. miles	7.3 sq. miles	103 MGD (160 cfs)	8.3 MGD (12.8 cfs)

Notes: 1. Tye River flow based on the last 25-year period.  
2. Dillard Creek flows at the reference location near US 29.

- The average daily flow at Dillard Creek is estimated at 8.3 MGD, with a median flow of 5.0 MGD.
- A typical DEQ Virginia Water Protection (VWP) permit includes a 10% withdrawal limit allowing an average withdrawal of 0.83 MGD.



# Dillard Creek Withdrawal Evaluation

**Table 3. Monthly Average Streamflow for the Dillard Creek Location.**

Month	Average Discharge at Tye River Near Lovington, VA 02027000 (cfs)	Estimated Average Flow at the Dillard Creek Location (cfs)	Estimated Average Flow at the Dillard Creek Location (MGD)	10% of Average Flow at Dillard Creek (MGD)
January	192.5	15.4	9.9	1.0
February	192.4	15.4	9.9	1.0
March	215.0	17.2	11.1	1.1
April	234.8	18.8	12.1	1.2
May	203.4	16.3	10.5	1.1
June	130.3	10.4	6.7	0.7
July	70.5	5.6	3.6	0.4
August	64.9	5.2	3.4	0.3
September	129.3	10.3	6.7	0.7
October	103.5	8.3	5.3	0.5
November	168.5	13.5	8.7	0.9
December	217.0	17.4	11.2	1.1

- The lowest average streamflow months are July and August, followed by October.
- Even during the low flow months, the **monthly average flow** is greater than the projected demand of 0.082 MGD.

# Dillard Creek Withdrawal Evaluation

**Table 4. Volume Frequency Flow Distribution Projections  
at the Potential Withdrawal Location.**

<b>Flow Tier</b>	<b>Dillard Creek Flow</b>	<b>10% of Flow at Dillard Creek</b>	<b>Percentage of Days When Dillard Creek Flows Exceed Flow Tier</b>	<b>Percentage of Days When Dillard Creek Flows Do Not Exceed Flow Tier</b>
1	0.3 MGD	0.03 MGD	98.2%	1.8%
2	0.4 MGD	0.04 MGD	97.7%	2.3%
3	0.5 MGD	0.05 MGD	97.0%	3.0%
4	0.6 MGD	0.06 MGD	96.1%	3.9%
5	0.7 MGD	0.07 MGD	94.9%	5.1%
<b>6</b>	<b>0.8 MGD</b>	<b>0.08 MGD</b>	<b>93.3%</b>	<b>6.7%</b>
7	0.9 MGD	0.09 MGD	91.8%	8.2%
8	1.0 MGD	0.1 MGD	90.5%	9.5%
9	2.0 MGD	0.2 MGD	77.9%	22.1%
10	3.0 MGD	0.3 MGD	67.1%	32.9%
11	4.0 MGD	0.4 MGD	57.4%	42.6%
12	5.0 MGD	0.5 MGD	49.7%	50.3%

The average daily flow at the withdrawal location on Dillard Creek would not support a withdrawal of 0.08 MGD on approximately 6.7% of the days based on the past 25 years of Tye River flow data.

This represents 615 days (1.7 years) over the last 25 years.

# Historic Low Flow Periods

- 2002 severe drought year: creek flow was too low on 30% of days for the projected needed demand. During these days, supplemental water would be required to meet the projected demand.
- Recent Extended Withdrawal Limitation Periods:
  - 10/2/23 to 11/8/23: 38 consecutive days below required flow and **would not have allowed** 82,000 gpd withdrawal
  - 10/2/23 to 11/20/23: only one day during this 50-day period that flows **would have allowed** 82,000 gpd withdrawal

Table 5. Flows During Historic Drought Years and Associated Potential Withdrawals.

Year	Annual Mean Flow at Tye River Near Lovingson, VA 02027000 (cfs)	Estimated Flow at the Dillard Creek Location (MGD)	10% of Flow at Dillard Creek (MGD)	Days / Year When Dillard Creek Flow Would Have Been Less than 0.82 MGD <sup>(1)</sup>
1999	145	7.5	0.75	60
2000	100.5	5.2	0.52	0
2001	71.9	3.7	0.37	64
2002	62.9	3.3	0.33	112
2007	106.3	5.5	0.55	94
2008	95.1	4.9	0.49	71
2010	164.4	8.5	0.85	47
2011	183.7	9.5	0.95	2
2012	96.8	5.0	0.50	2

(1) This column indicates the number of days within the corresponding year that the projected demand of 0.082 MGD could not be withdrawn from Dillard Creek.



# Permitting Requirements

- Permit(s) required for construction of intake structure and water withdrawal
  - DEQ issues Virginia Water Protection (VWP) permit for construction and withdrawal
  - USACE issues permit for construction activities
- DEQ VWP Permit:
  - Includes intake construction requirements
  - Water withdrawal operations and reporting requirements
    - Limitations on withdrawal volumes as a function of stream flows
    - Requirements for intake screen size and face velocity.
  - Sections include:
    - Authorized Activities
    - Permit Term
    - Standard Project Conditions
    - Stream Modifications, Including Intake/Outfall Structures
    - Surface Water Withdrawals
    - Water Withdrawal Monitoring, Recordation and Reporting Conditions
    - Construction Monitoring and Submittals
    - General Conditions

# Environmental Considerations

- There are threatened and endangered (T&E) aquatic species possible in the project area;
  - Three mussel species identified as potential in this area
  - Potential impacts are believed to be minimal but environmental agencies may require site-specific evaluations.
- A low-level dam may be necessary to ensure adequate stream depth for water withdrawals, though it could face regulatory and ecological challenges.

# Preliminary Cost Estimates

- Withdrawal permitting (Application prep and DEQ fee): \$40,000–\$50,000
- Dam installation permitting: \$50,000-\$75,000
- Special studies (e.g., endangered species, archaeology): \$10,000–\$25,000 per study
- Intake, pump station and water treatment system engineering and construction are estimated at \$6.5M with operations and maintenance costs between \$150,000 - \$250,000 annually.

# JAIL UTILIZATION REPORT: NELSON COUNTY

Annual Report

August 2025

Prepared by: **Matthew S. Vitale**, Criminal Justice Planner,  
Jefferson Area Community Criminal Justice Board



# INTRODUCTION

- This analysis summarizes time series data of booking and release trends among the 3,206 Nelson County-responsible inmates taken into the Albemarle-Charlottesville Regional Jail from 2015 to 2024.<sup>1</sup>
- Reported group A crime offenses in the past decade in Nelson have increased by 24%.<sup>2</sup>
- Reported arrests have increased from 121 in 2015 to 359 in 2023, a 197% increase.<sup>2</sup>
- Reported crime rate per 100,000 is also up, 26% increase in the past decade.<sup>2</sup>
- Consequently, more inmates have entered ACRJ from Nelson, up 21% in the past decade.
- Each individual is booked with an average of 2.0 charges per intake, indicating most bookings involve multiple offenses.
- The top four booked charge categories by volume are narcotics, DWI, contempt, and assault.
- **1 in 5 releases (19.25%)** returned to custody to serve a sentence at ACRJ within three years of release.
- Generally, Nelson County experienced an increase in criminal justice metrics, despite a county population decrease of -1.37% percent from 2015 to 2024.<sup>3</sup>

## WEEKENDER AND HEI NOTES

- Weekenders, individuals booked and released multiple times for the same charge event, have been counted once for the initial booking, and once for their release at the end of the sentence. The multiple bookings and releases associated with weekenders serving a sentence are not counted in any of the statistics within the report, unless specifically stated otherwise.
- Individuals on HEI, although serving a sentence on home electronic incarceration, have been counted as expending bed days, as they utilize facility resources, and the standard set by the VA Compensation board also includes HEI within average daily population counts.

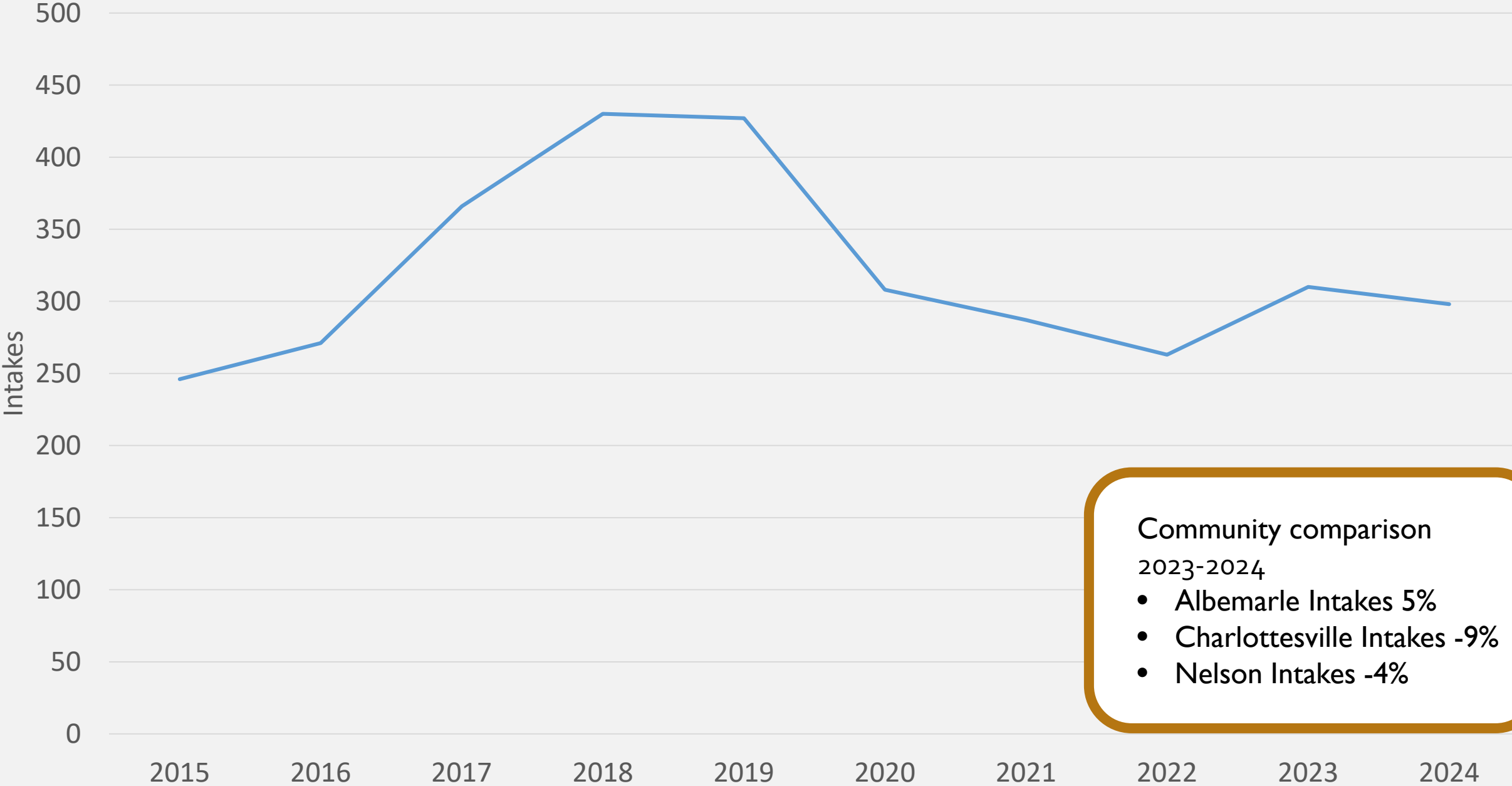


## INTAKES (PEOPLE)

- Comparing 2015 to 2024, the number of inmates entering ACRJ increased by 21%, with the highest volume occurring in 2018-2019. Intake volume has become relatively level since onset of COVID-19 in 2020.
- 2023 to 2024 year over year total intakes decreased by -4%.
- From 2015 to 2024, intakes of Black inmates rose 11%, compared to the 23% increase observed among White inmates.
- Female inmate intakes grew at an average compounded rate of 5.36% per year between 2015 and 2024, compared to 1.43% per year among male inmates.
- Although increases in total intake volume were observed 2015 to 2024, the increase was driven by inmates aged 30+. Decreases were observed in the 18-24 and the 25-29 cohorts.
- Due to this shift, the average age at intake has increased from 33 to 40.
- Intake rate per 1,000 residents has increased from 16 in 2015 to 20 in 2024.
- Due to increases in various criminal justice metrics, bed days expended on Nelson-responsible inmates has increased by 36% in the past decade, or a compound annual growth rate of 5.32% per year.



# Nelson Intakes



Community comparison

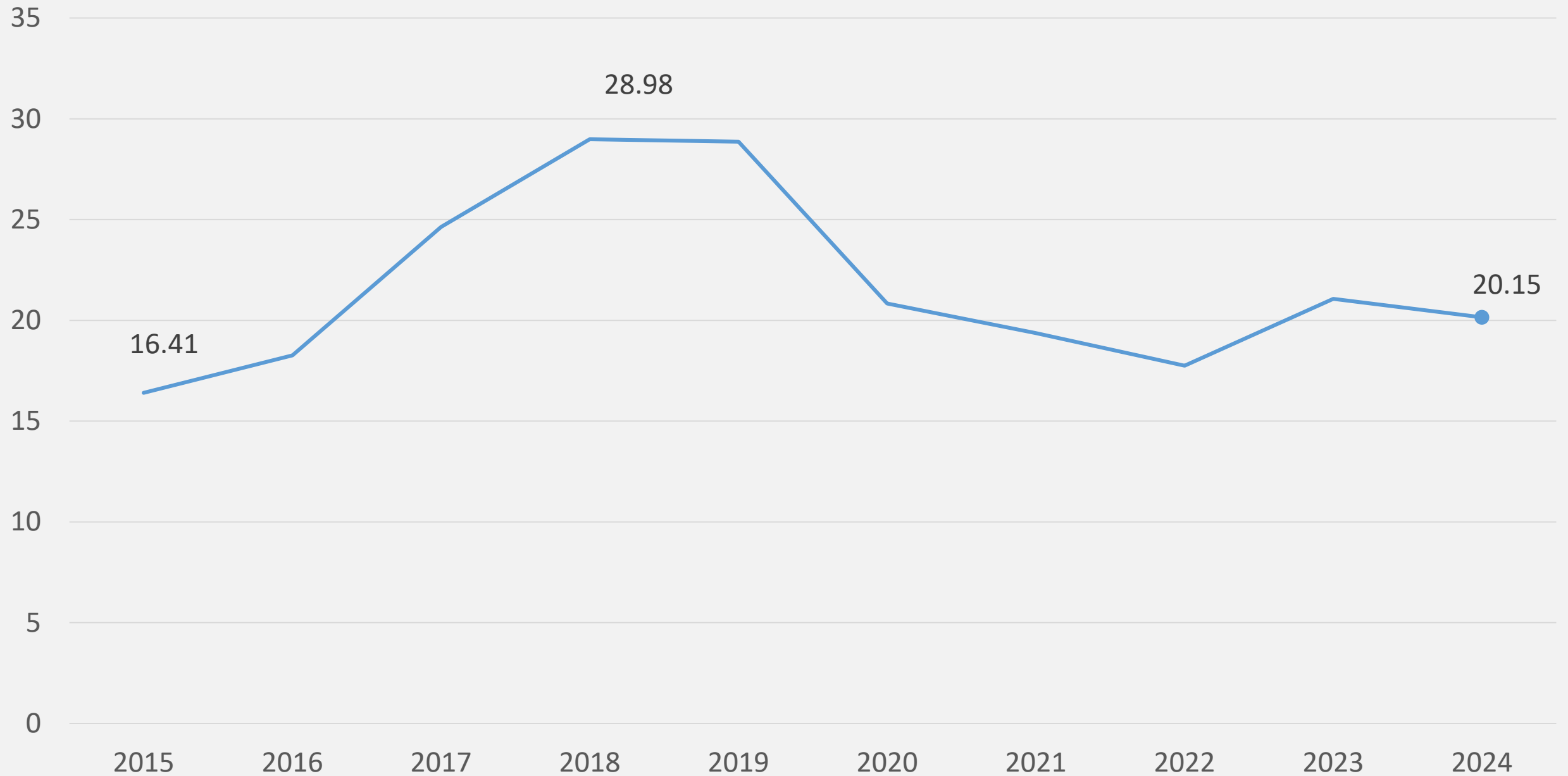
2023-2024

- Albemarle Intakes 5%
- Charlottesville Intakes -9%
- Nelson Intakes -4%



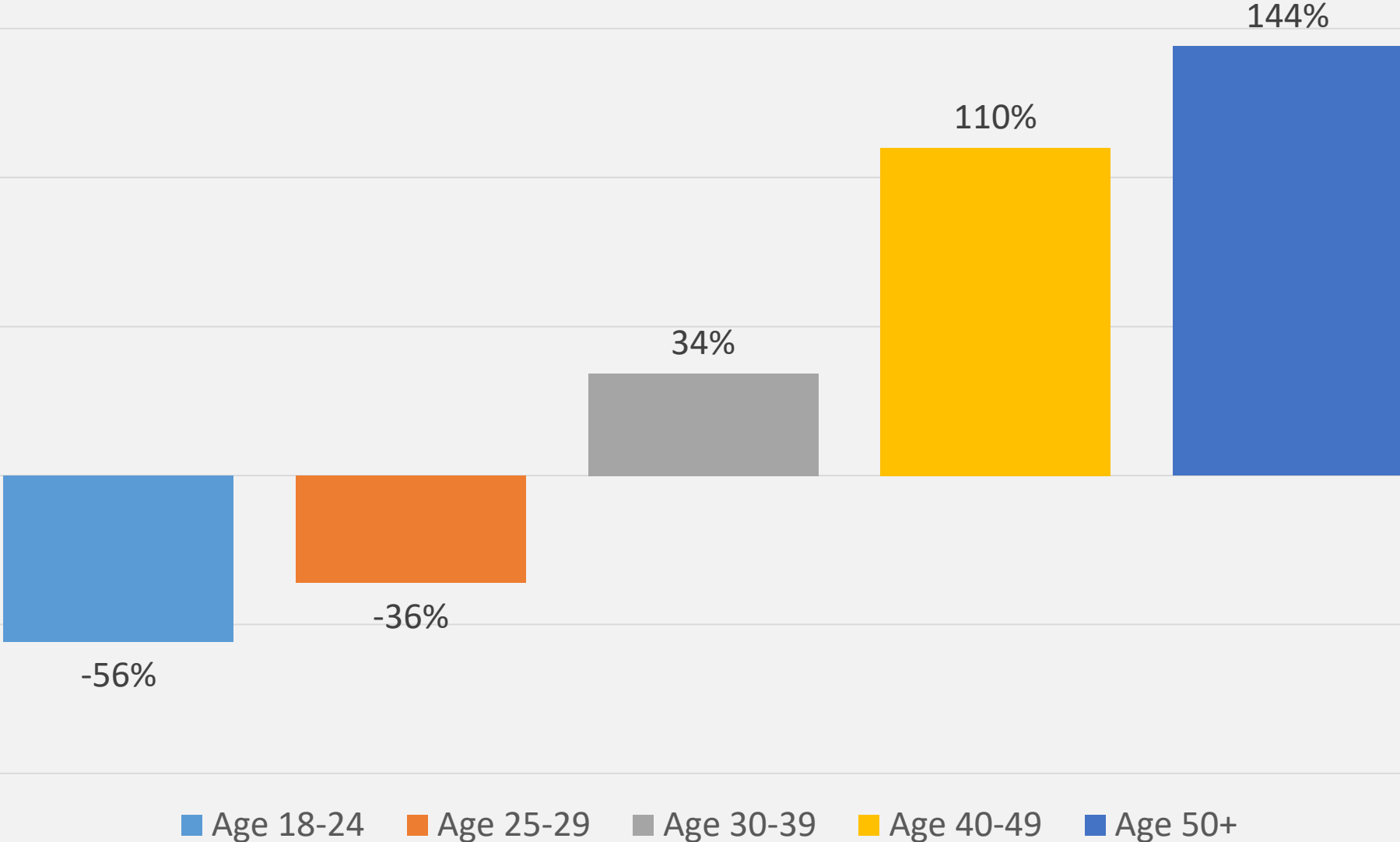


## Intake Rate per 1,000



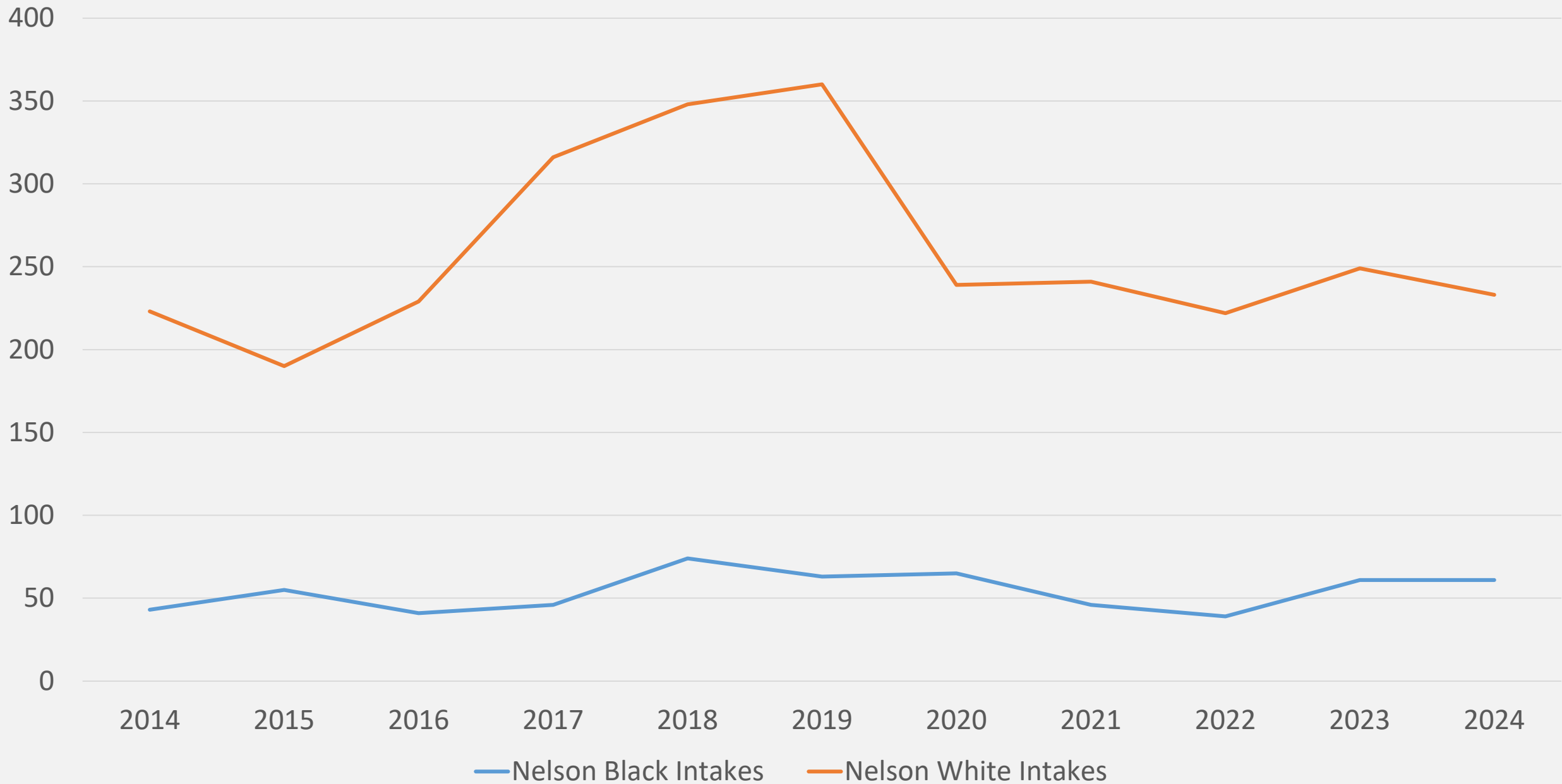


Percent Change in Nelson Intakes by Age Group (2015-2024)



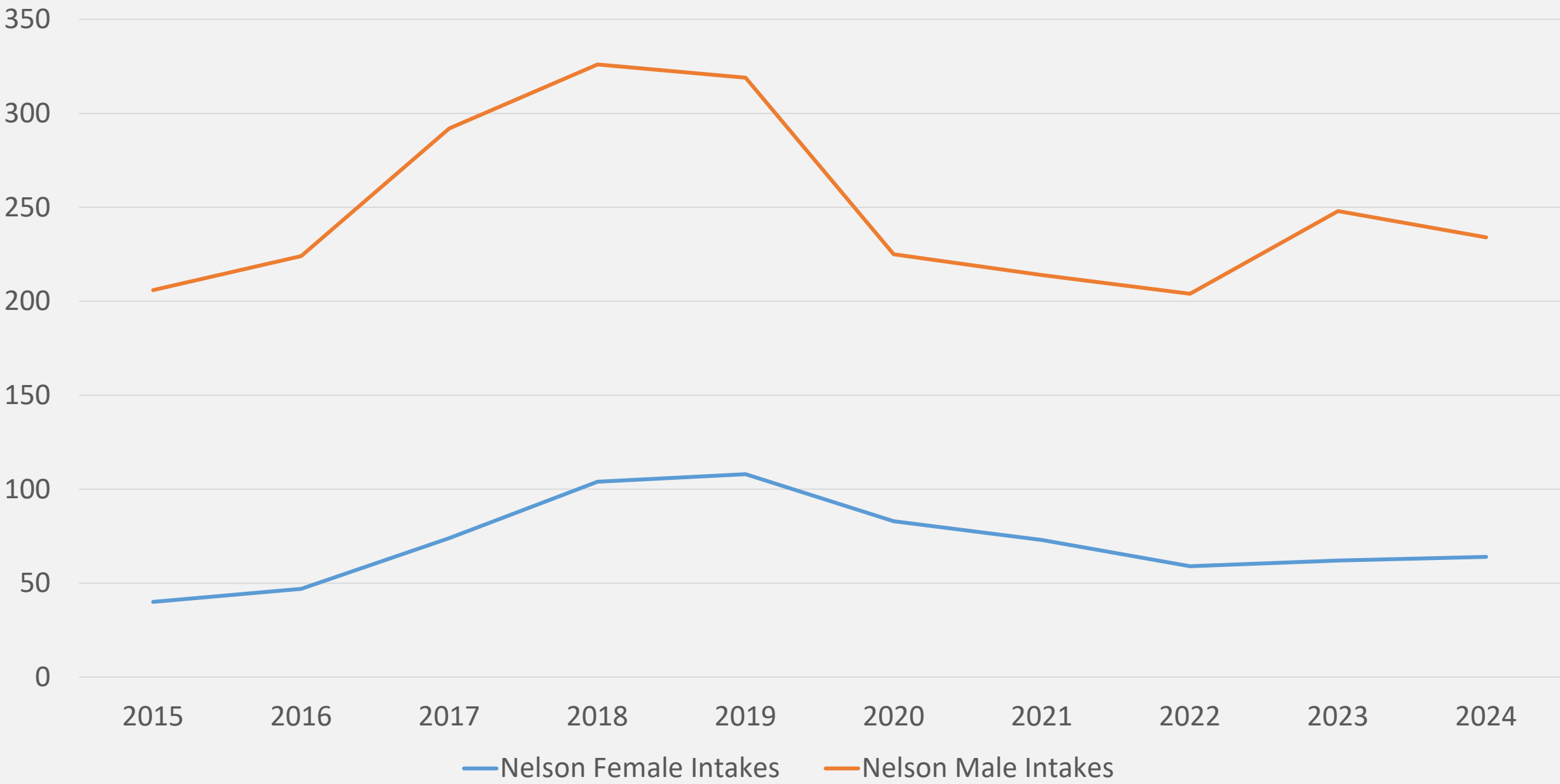


## Nelson Intakes by Race



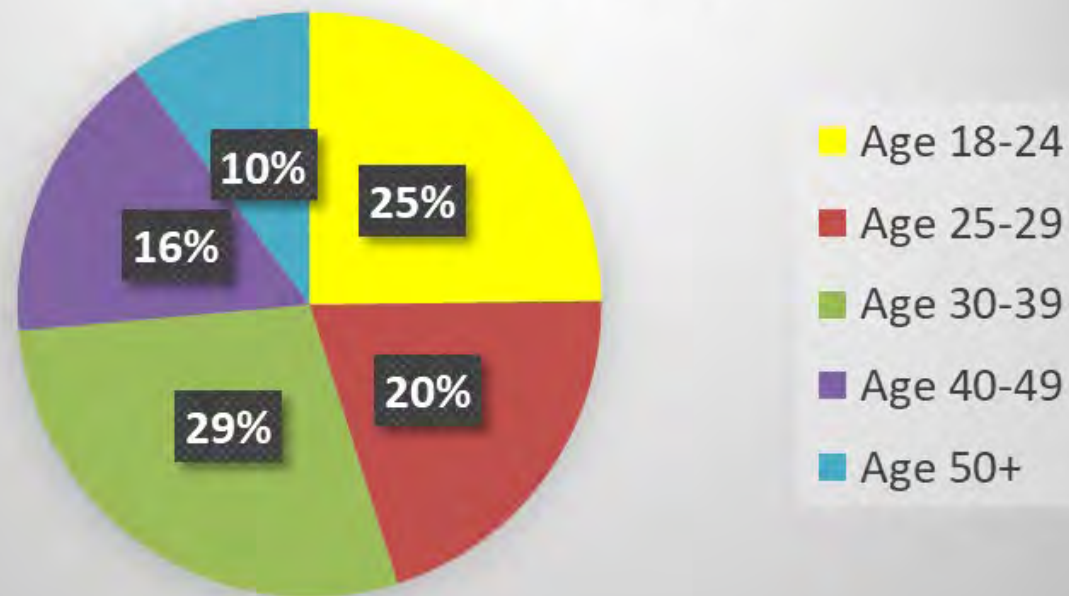


Nelson Intakes by Gender

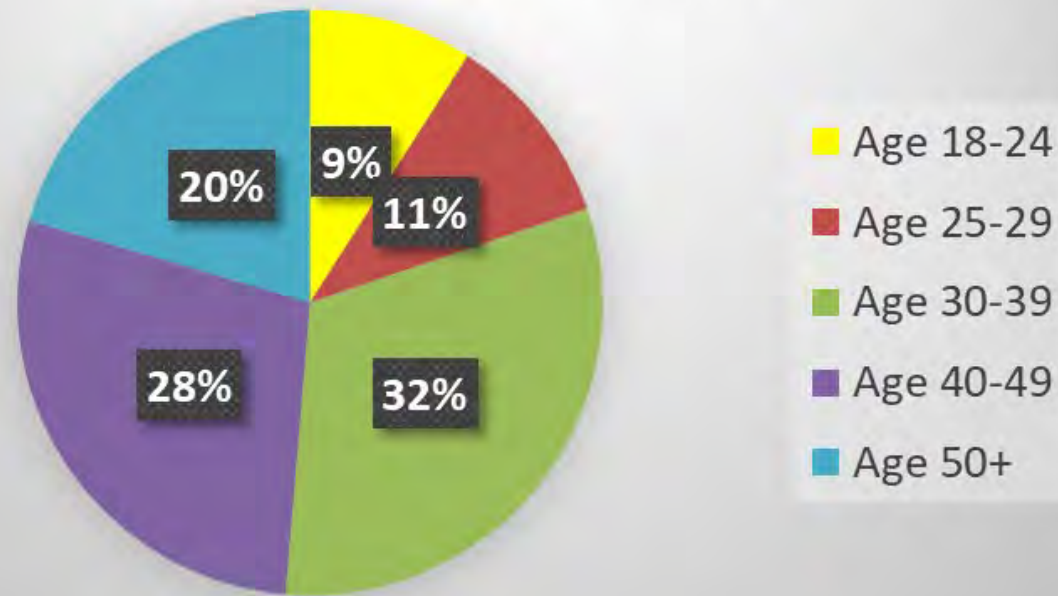




### 2015 Intakes by Age Group



### 2024 Intakes by Age Group



2024 Intake percentages by age group: - Any major shifts from ten years ago?

Age 18-29 percent change from 45% to 20% of yearly intake volume

Age 30+ percent change from 55% to 80% of yearly intake volume

Age proportions <30 has decreased

Age proportions >30 has increased

Quantity of jail intakes overall has decreased, but not proportionately, younger people have generally decreased at a faster rate than older people.

# COMMUNITY RECIDIVISM AT ACRJ ANALYSIS 2015-2024

## ACRJ Recidivism Overview (2015–2024)

- **Total Intakes (People):** 35,073
- **Excluded Cases:** Bookings released to Federal, DOC, confinement change, pre-trial bond, medical release, weekenders, etc.

## Community Recidivism Focus

- Defined as individuals released from **ACRJ** (sentence served / time served) **sentenced from local jurisdictions** (Albemarle, Charlottesville, Nelson), who then returned and served a sentence under **new booking events** within 1, 2, or 3 years.

## Population Analyzed:

- **7,344** release events represented by **5,186** unique individuals = Strong indicator that **some people returned to custody to serve a sentence.**

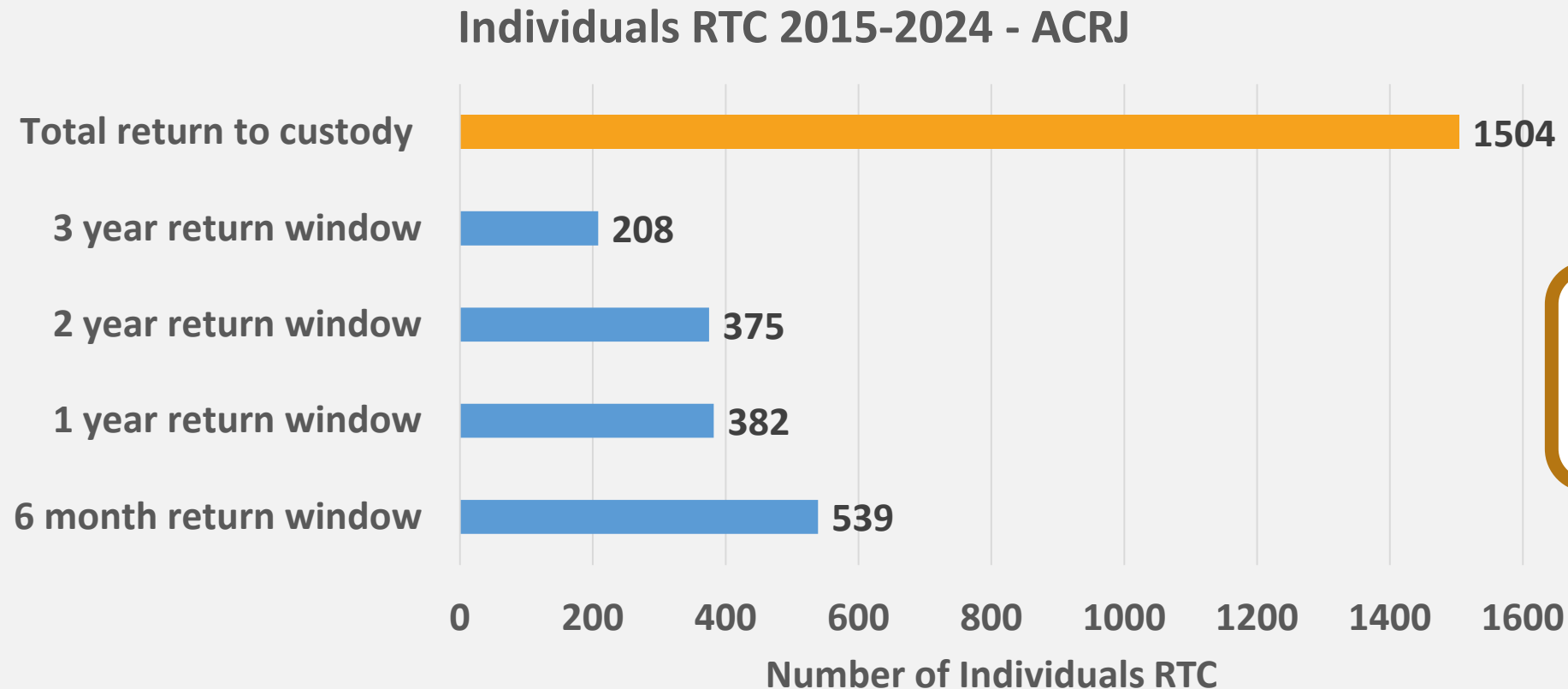
## Recidivism Findings (Within 1, 2, or 3 Years Post-Release)

- **1,850 Return to Custody Events:** represented by **1,504** individuals
- **Recidivism Rate: 25.19%**
  - *(1,850 RTC events / 7,344 Release events)*
  - **Interpretation: Approximately 1 in 4 releases (25.19%) returned to custody at ACRJ within three years of release.**
- **Comparison:** CVRJ Recidivism Rate (same timeframe)= **23.42%**

# COMMUNITY RECIDIVISM AT ACRJ ANALYSIS

## 2015-2024

- Of the **1,850** total recidivism events, there were **1,504 individuals**. This indicates that some individuals cycled through the system **multiple times**, these repeat bookings suggest a need for targeted interventions for high-utilizers of the local criminal justice system.



How does the  
County compare?

# COMMUNITY RECIDIVISM AT ACRJ ANALYSIS 2015-2024 (NELSON)

## County Recidivism Overview (2015–2024)

- **Total Intakes (People):** 3,206
- **Excluded Cases:** Bookings released to Federal, DOC, confinement change, pre-trial bond, medical release, weekenders, etc.

## Community Recidivism Focus

- Defined as individuals released from **ACRJ** (sentence served / time served) **sentenced from local jurisdiction** (Nelson), who then returned and served a sentence under **new booking events** within 1, 2, or 3 years.

## Population Analyzed:

- **779** release events represented by **624** unique individuals = Strong indicator that **some people returned to custody to serve a sentence.**

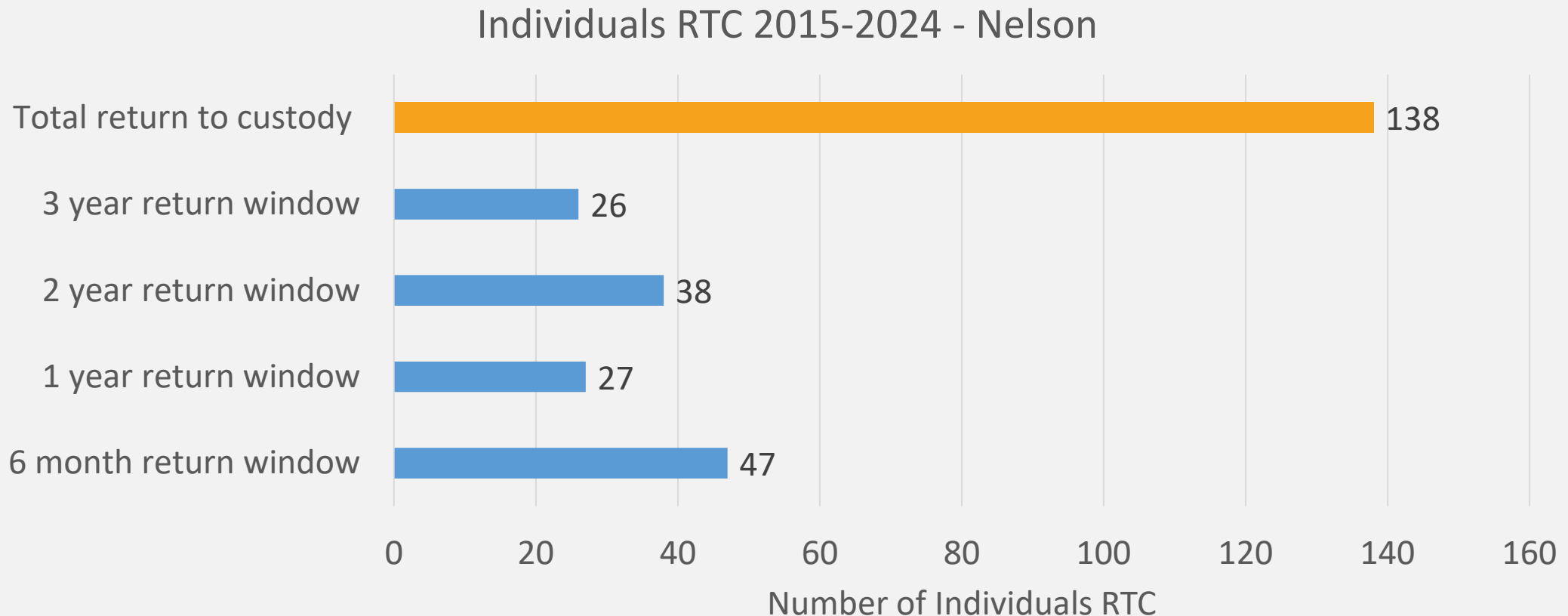
## Recidivism Findings (Within 1, 2, or 3 Years Post-Release)

- **150 Return to Custody Events:** represented by 138 individuals
- **Recidivism Rate: 19.25%**
  - *(150 RTC events / 779 Release events)*
  - Interpretation: **Approximately 1 in 5 releases (19.25%) returned to custody at ACRJ within three years of release.**
- **Comparison: Community Recidivism Rate** (same timeframe)    ACRJ = **25.19%**    CVRJ= **23.42%**    Albemarle=**19.96%**



# COMMUNITY RECIDIVISM AT ACRJ ANALYSIS 2015-2024 (NELSON)

- Of the **150** total recidivism events, there were **138 individuals**. This indicates that some individuals cycled through the system **multiple times**, these repeat bookings suggest a need for targeted interventions for high-utilizers of the local criminal justice system.



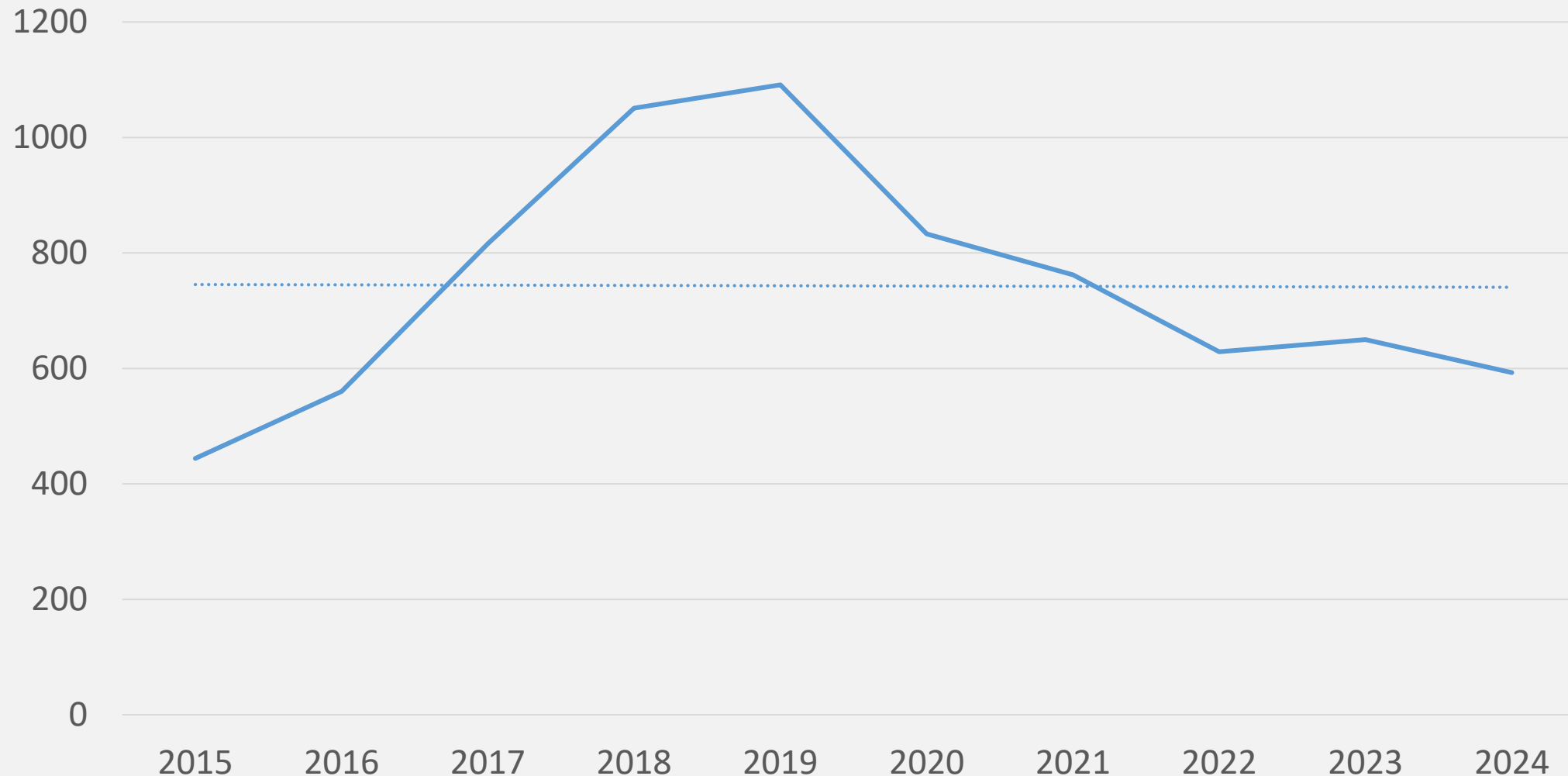


## BOOKINGS (CHARGES)

- Booking volume has increased by 33.56% in a ten year period, and decreased -8.77% from 2023-2024.
- Changes from 2015-2024 in charge classification: Misdemeanor 17.28%. Felony 53.54%.
- The top ten charge types by volume in 2024 from highest to lowest; narcotics, DWI, contempt, assault, probation violations, larceny, weapons, fraud, obstruction (intoxicated in public / any drug), and license related charges.
- Overall, the top ten charges types in 2024 have shown an increase since 2015, with the exception of DWI, obstruction (intoxicated in public / any drug), and license charges.
- In 2024, charge categories narcotics, DWI, and contempt made up 45% of all bookings—targeting these offenses could yield significant system-wide improvements
- Assault charge category also made up 12% of all charges and a close 4<sup>th</sup> to the contempt charges category.



## Nelson Bookings

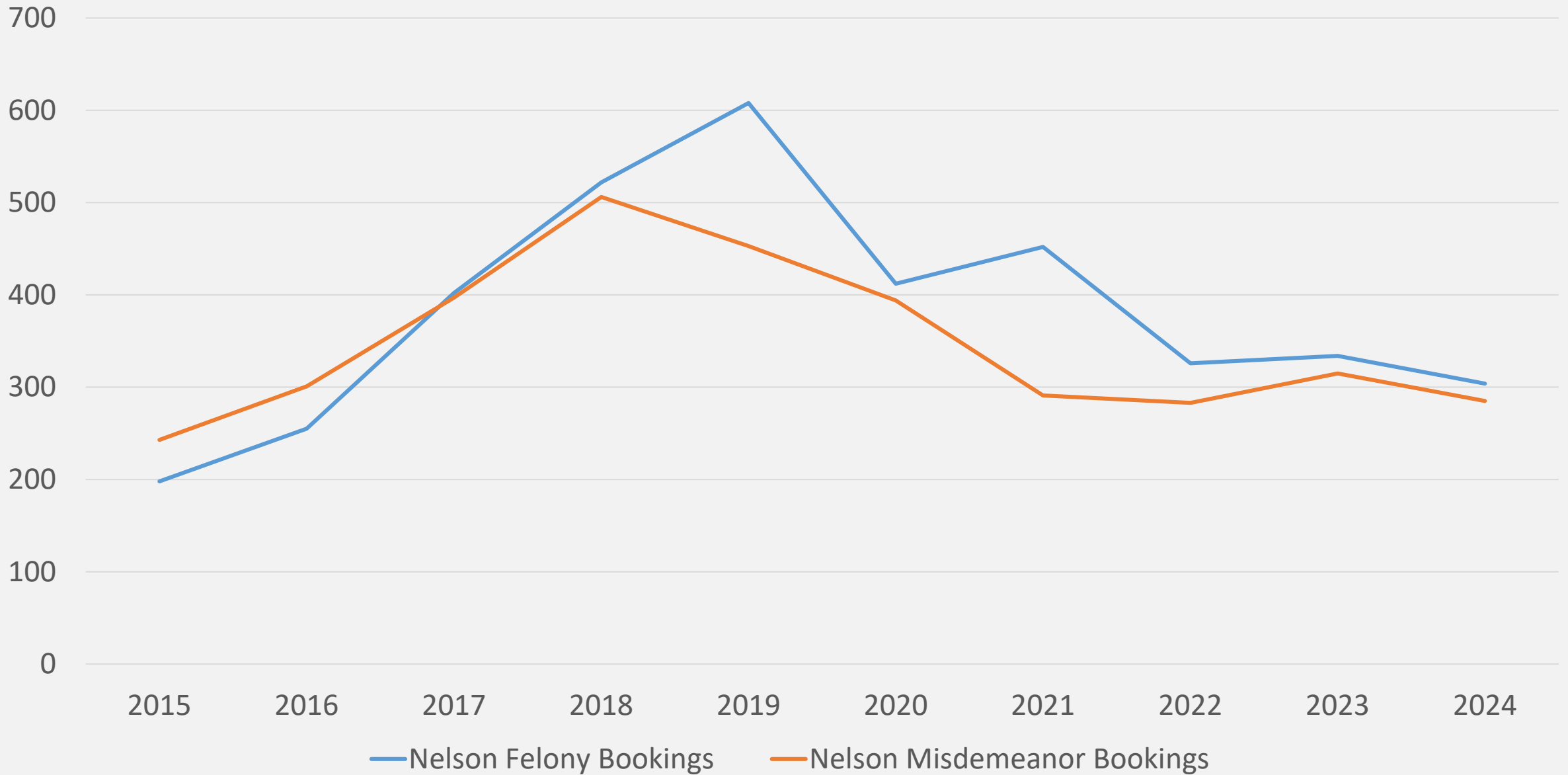


Over the past ten years:

- Nelson Population declined at -0.15% annually
- Jail intakes increased at 2.15% annually
- Charges booked into the jail increased at 3.27% annually:

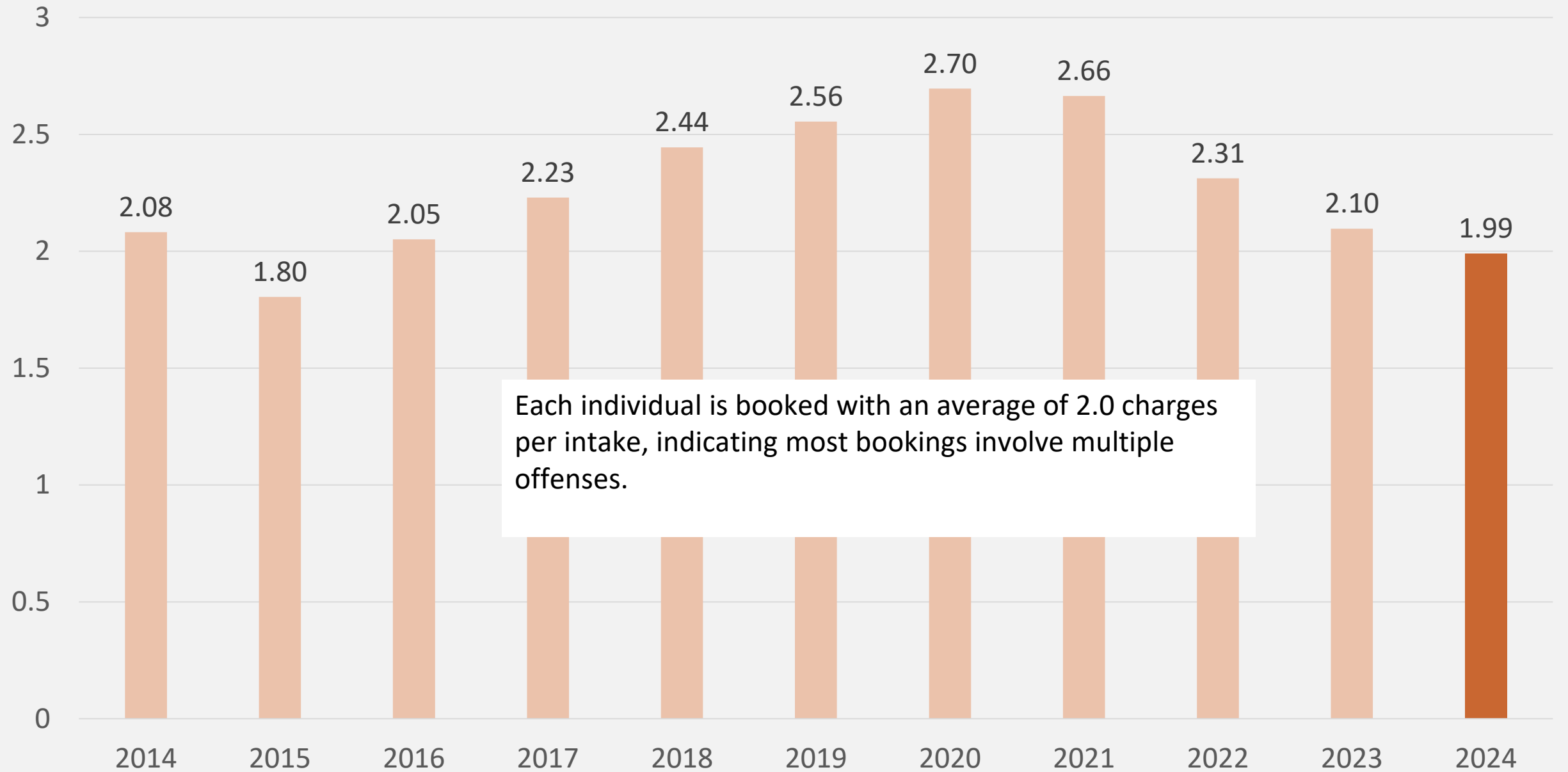
This suggests a growing jail workload despite a shrinking community population, indicating that factors other than population growth are driving criminal justice system demand.

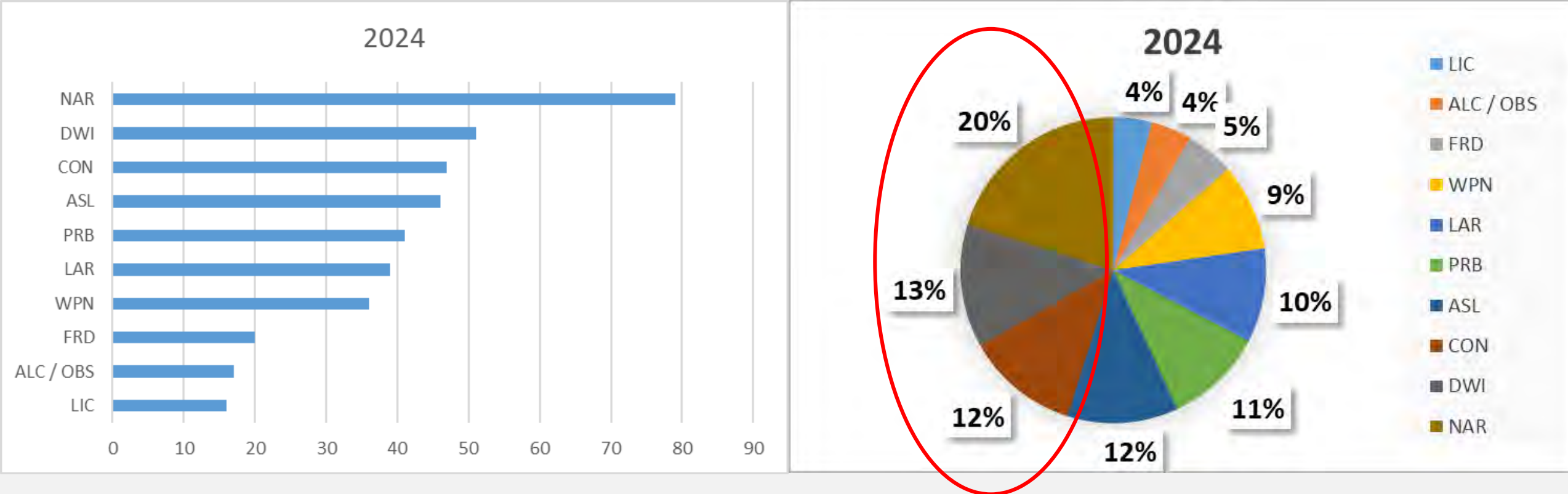
# Nelson Bookings by Charge Level





## Nelson Booking/Intake Ratio



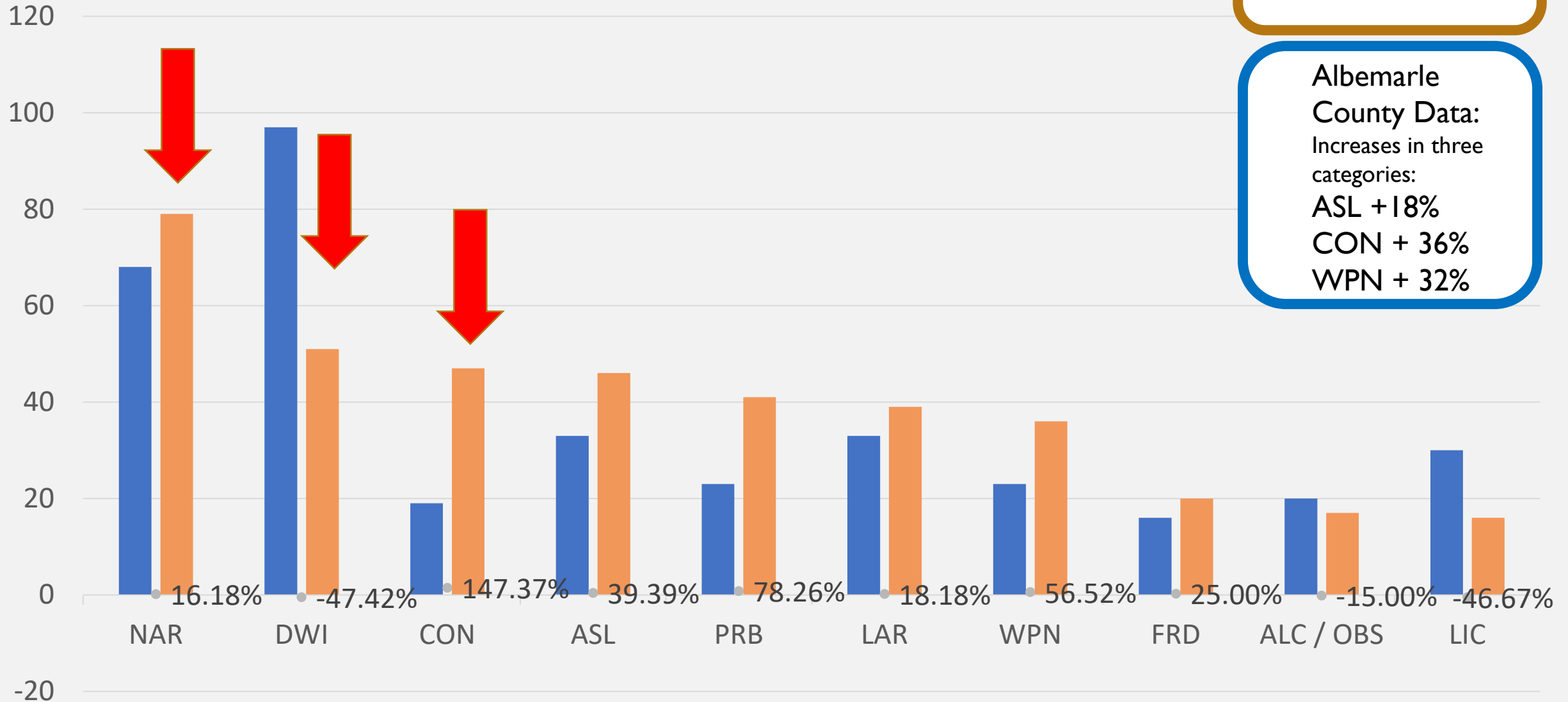


In 2024, charge categories narcotics, DWI, and contempt made up 45% of all bookings—targeting these offenses could yield significant system-wide improvements

Assault charge category also made up 12% of all charges

## Top Ten Charge Types - 2015 and 2024

■ 2015 ■ 2024 • % Δ 2015-2024

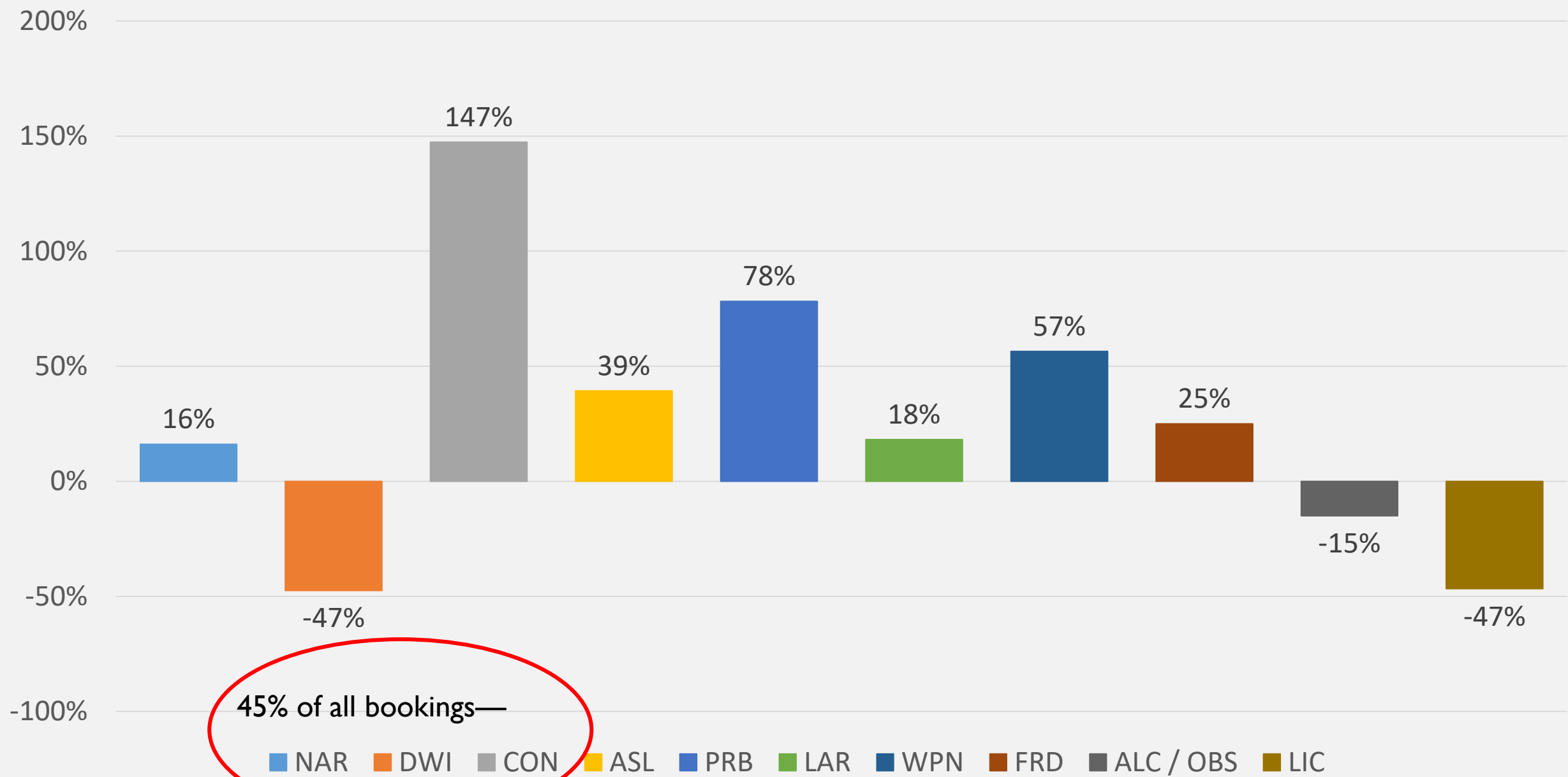


Community  
Comparison:

Albemarle  
County Data:  
Increases in three  
categories:  
ASL + 18%  
CON + 36%  
WPN + 32%



# Percent Change in Top Ten Nelson Booking Types





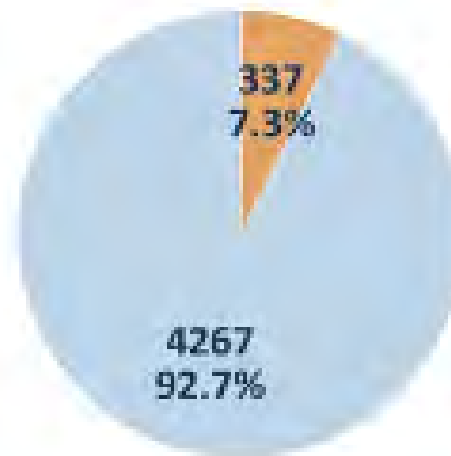
- Charge categories such as narcotics, DWI, and assault made up 45% of all bookings— (can also include contempt, tied with assault at 12% of bookings).
- Who is getting booked in 2024 for narcotics, DWI, and assault?
- In the 2024-25 academic year UVA Systems Engineers completed an analysis of high utilizers of the Albemarle-Charlottesville Regional Jail service footprint.
- The focus population were individuals booked into the jail 4 or more times within a one year period.
- Charge categories, assault, DWI, and narcotics were among the top most common charges of high utilizers.
- These charges represent lanes of individual misbehavior that have a high potential for intervention strategies.
- Following are three slides that outline a portion of the study.
- For the full study [link here.](#)
- For more information on the Jefferson Area Community Criminal Justice Board (CCJB), and other local criminal justice studies [link here.](#)

## HIGH UTILIZERS OF ACRJ

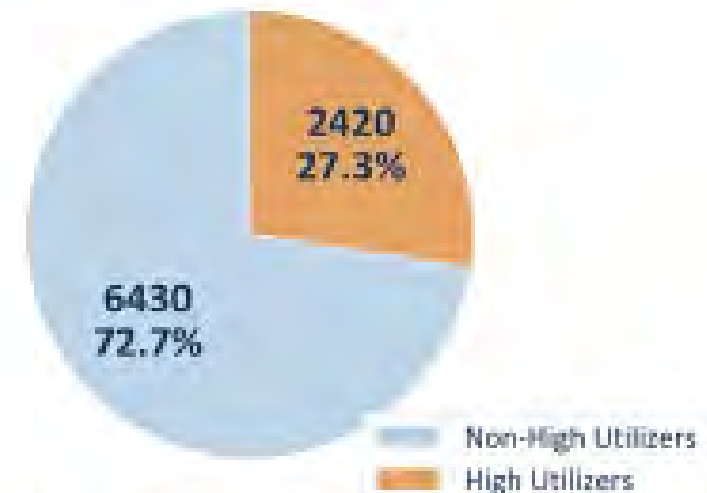
- The EBDM and CCJB, in collaboration with the UVA Department of Systems Engineering Capstone Team provided insights into high utilizers of the criminal justice system.<sup>6</sup>
- Individuals booked into the jail 4 or more times within a one year period

### Who is a high utilizer?

Total People (4605)



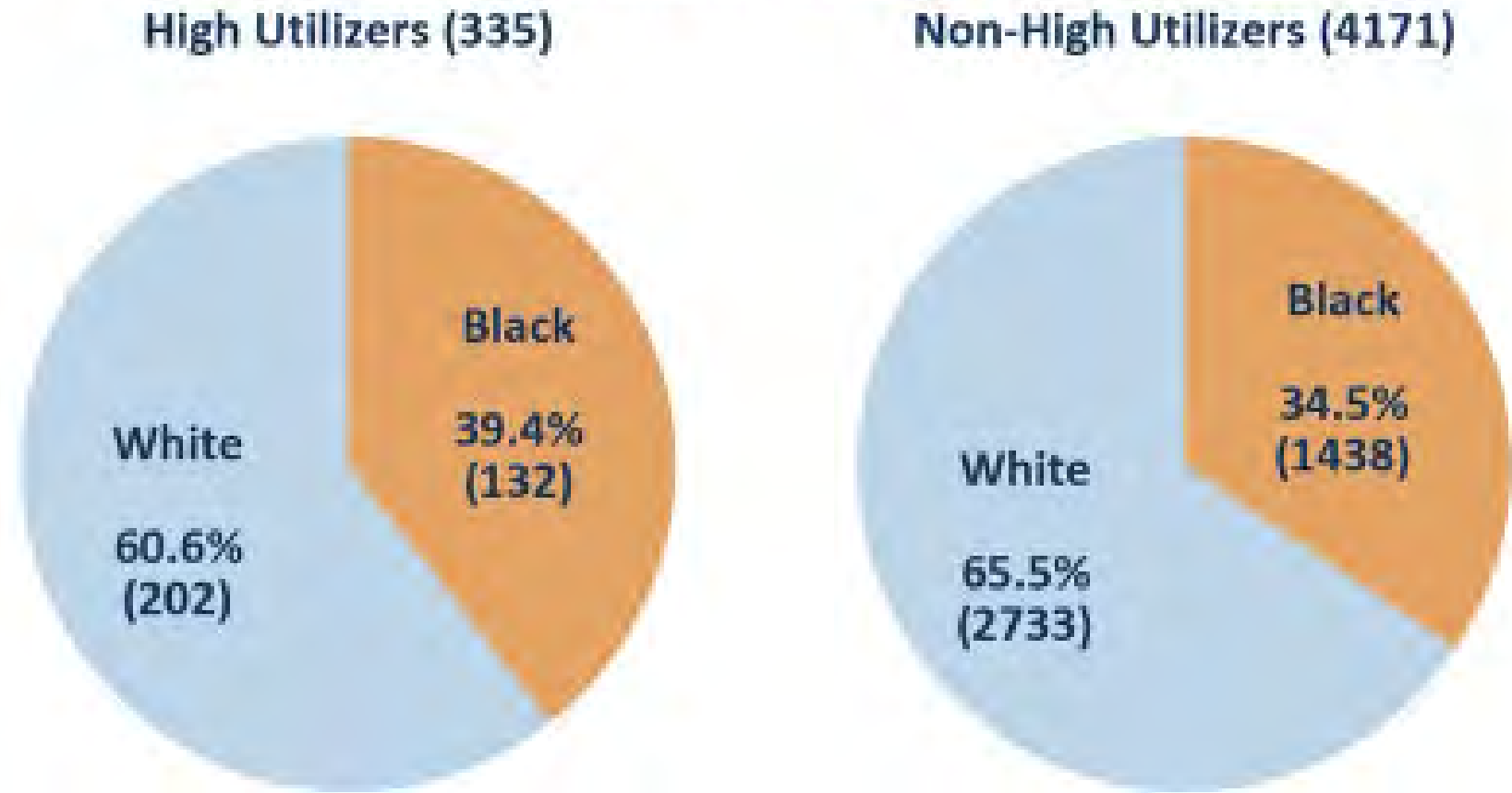
Total Bookings (8851)



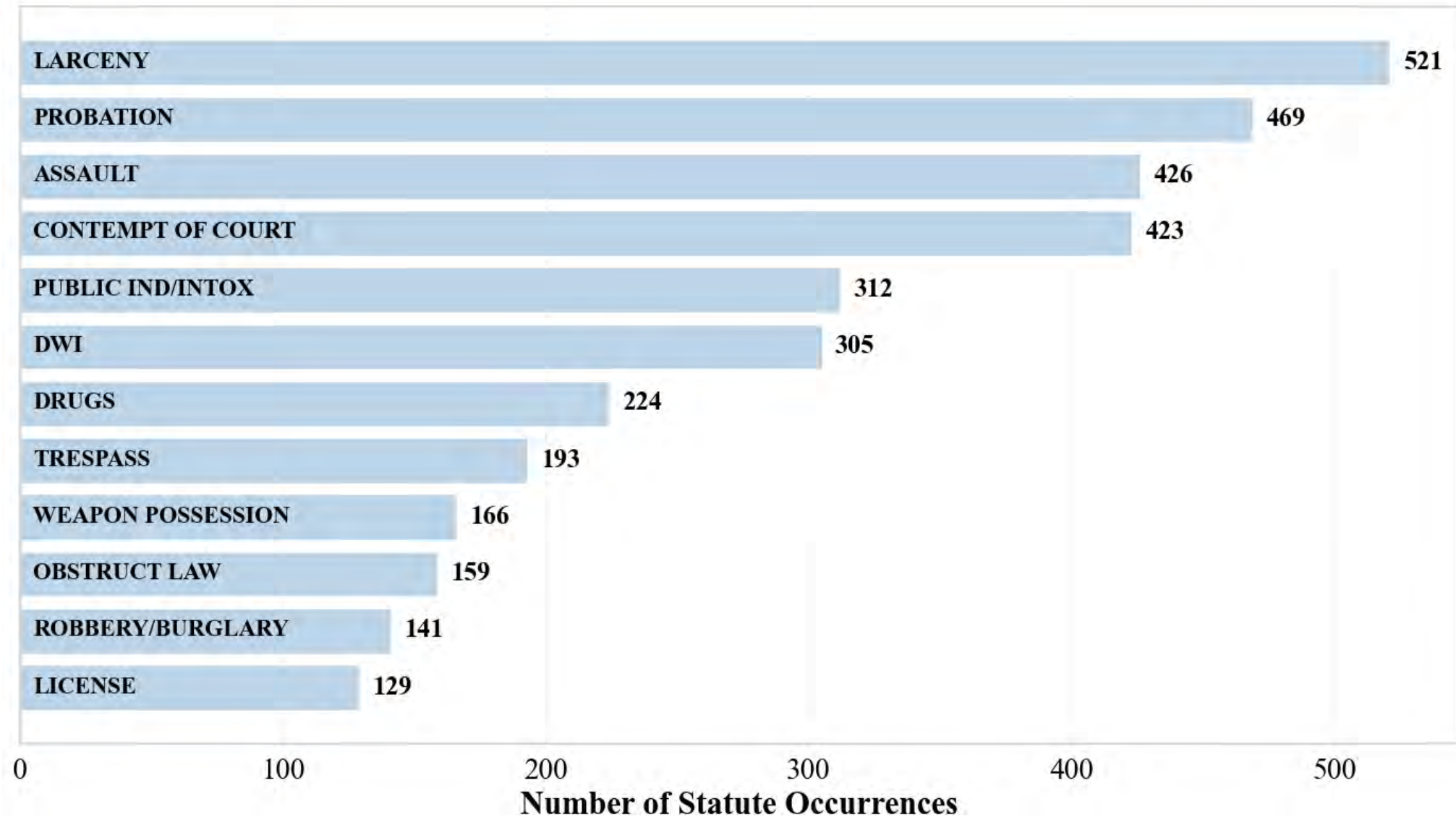
High utilizers in ACRJ consisted of approximately **7% of individuals booked into the jail**, but accounted for **nearly 30% of the bookings**

- Age is largely consistent across gender and high utilizer status, although **male high utilizers tend to be older** than their non-high utilizer counterparts.
- There were significant lanes of misbehavior that stood out among high utilizers, including repeated **larceny** and **assault** bookings, as well as **DWI**.<sup>6</sup>

## There is no meaningful difference between race and high utilizer status



## Complete Look at Most Common Statutes Among High Utilizers

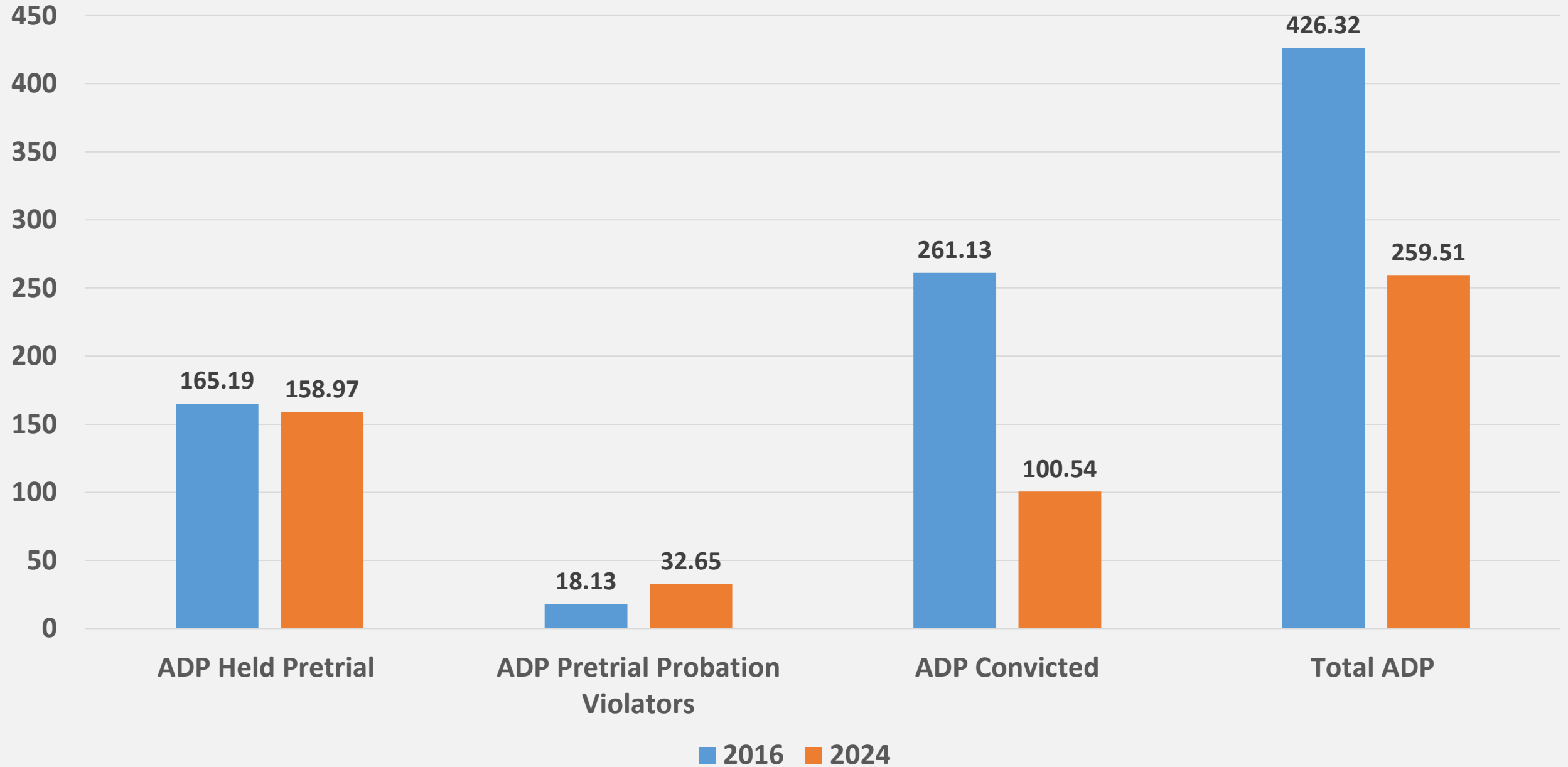


## PRETRIAL AVERAGE DAILY POPULATION (ADP) AT ACRJ

- At end of year in 2016, 38.75% of ADP at ACRJ was held pretrial<sup>4</sup>.
- 2016 actual ADP held pretrial (December) 2016 n=**165.19**
- At end of year 2024, 61.25% of ADP at ACRJ was held pretrial.
- 2024 actual ADP held pretrial (December) 2024 n=**158.97**
- Even though percentage held pretrial compared to total jail population increased, actual number of ADP held pretrial decreased by -3.76% in the past decade.
- ADP pretrial has remained relatively constant in the past decade, this area represents opportunity to investigate pretrial detention practices.
- ADP pretrial probation violators has also risen in the past decade.



## Average Daily Population (ADP) at ACRJ





## AVERAGE LENGTH OF STAY (ALOS)

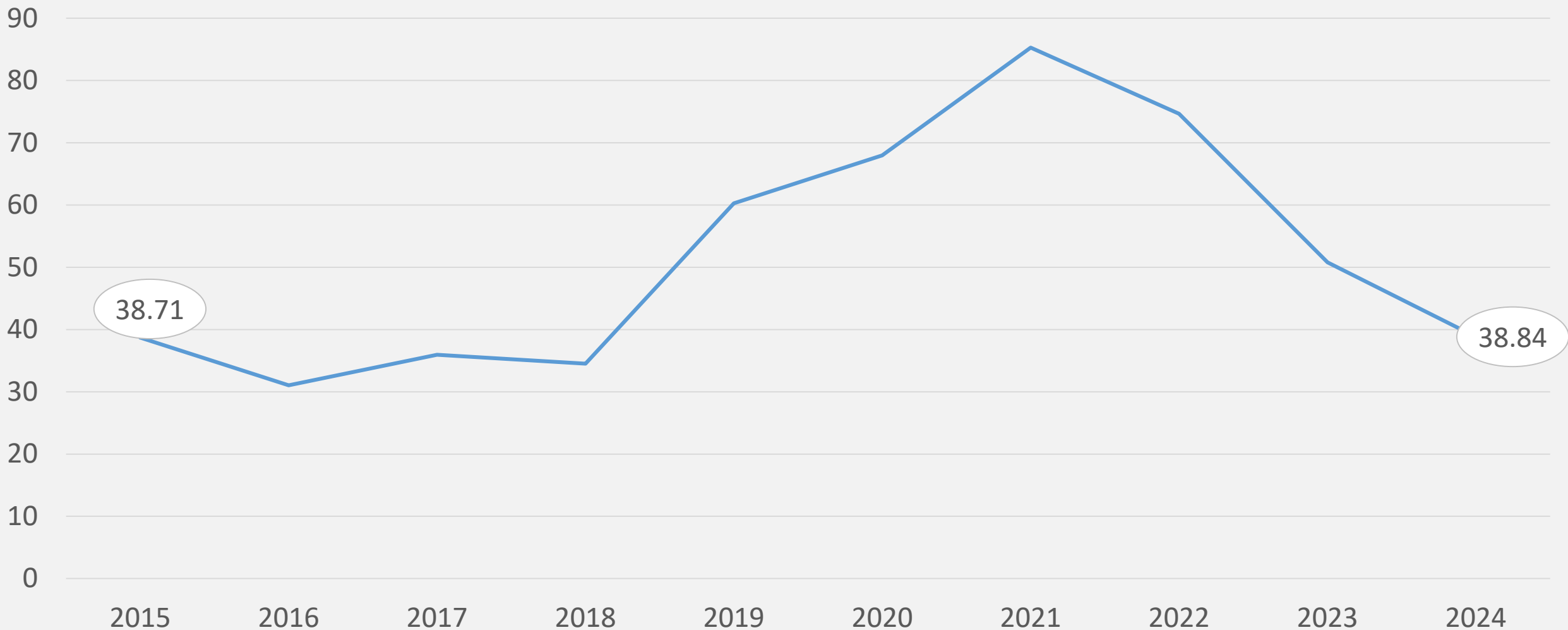
- In 2024, there were 296 releases (all classified release reasons, bond, to another facility, medical, except repeated weekend bookings), associated with 247 distinct individuals. The average length of stay of these releases in 2015 was 38.71 days, and in 2024 was 38.84 days. No statistical difference, despite a high ALOS of 85.3 days recorded in 2021.
- Black inmates experienced a 53% increase in ALOS over the ten-year period.
- White inmates experienced a 9% change in ALOS over the same time period.
- Female ALOS increased 11%.
- Male ALOS increased 21%.
- Year over year, overall ALOS decreased by -24%.
- Black ALOS and male ALOS are higher than White ALOS and female ALOS.



While ALOS is useful to track general changes over time by comparing the average length of stay within the facility, it is not a metric meant to determine the average experience of inmates. This is due to some individuals who may stay for longer periods, driving the average up for all inmates. To see a complete list of 2024 statute descriptions, sum of length of stay and averages, click the excel icon:

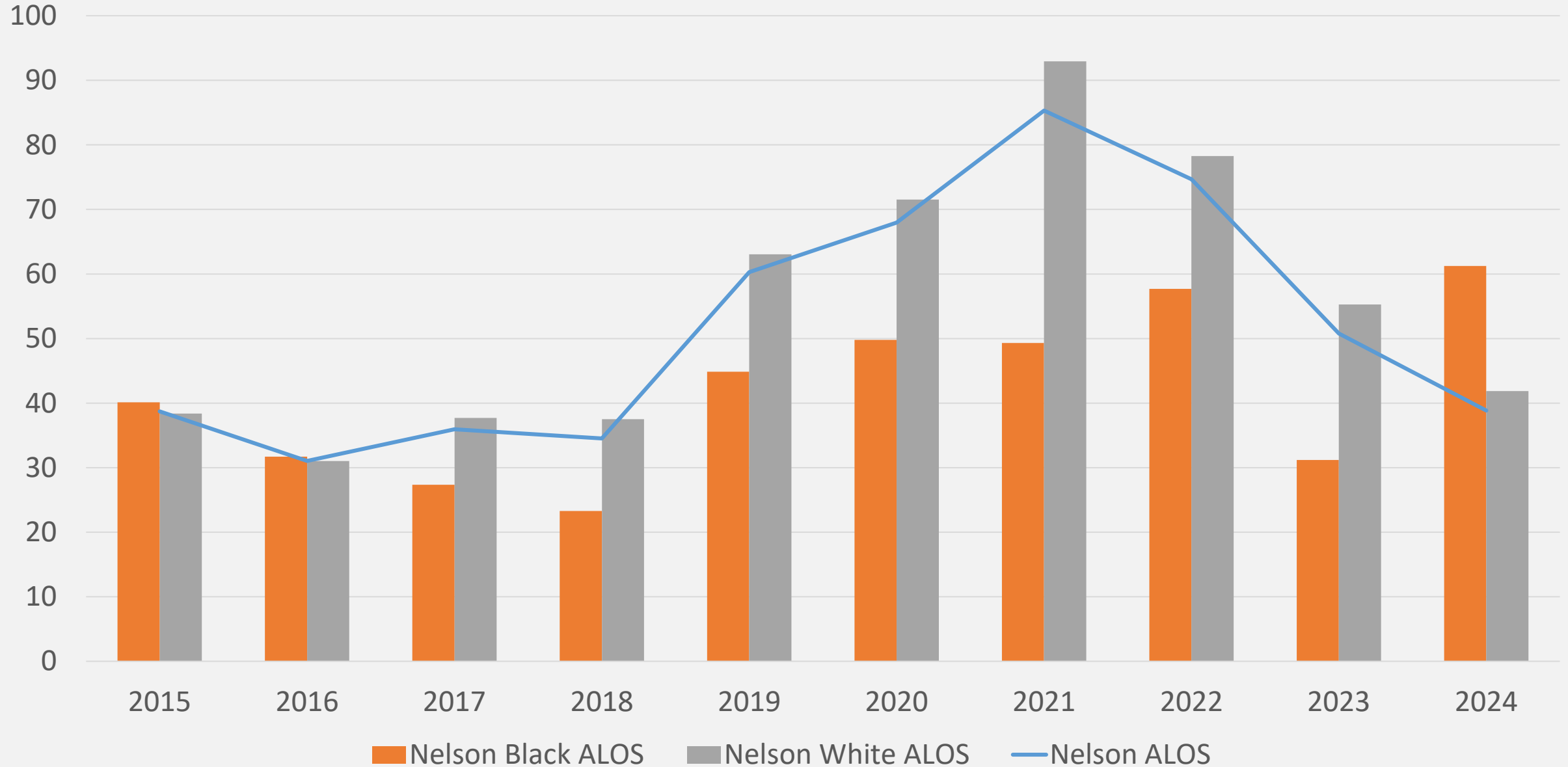


# Nelson Inmate Average Length of Stay

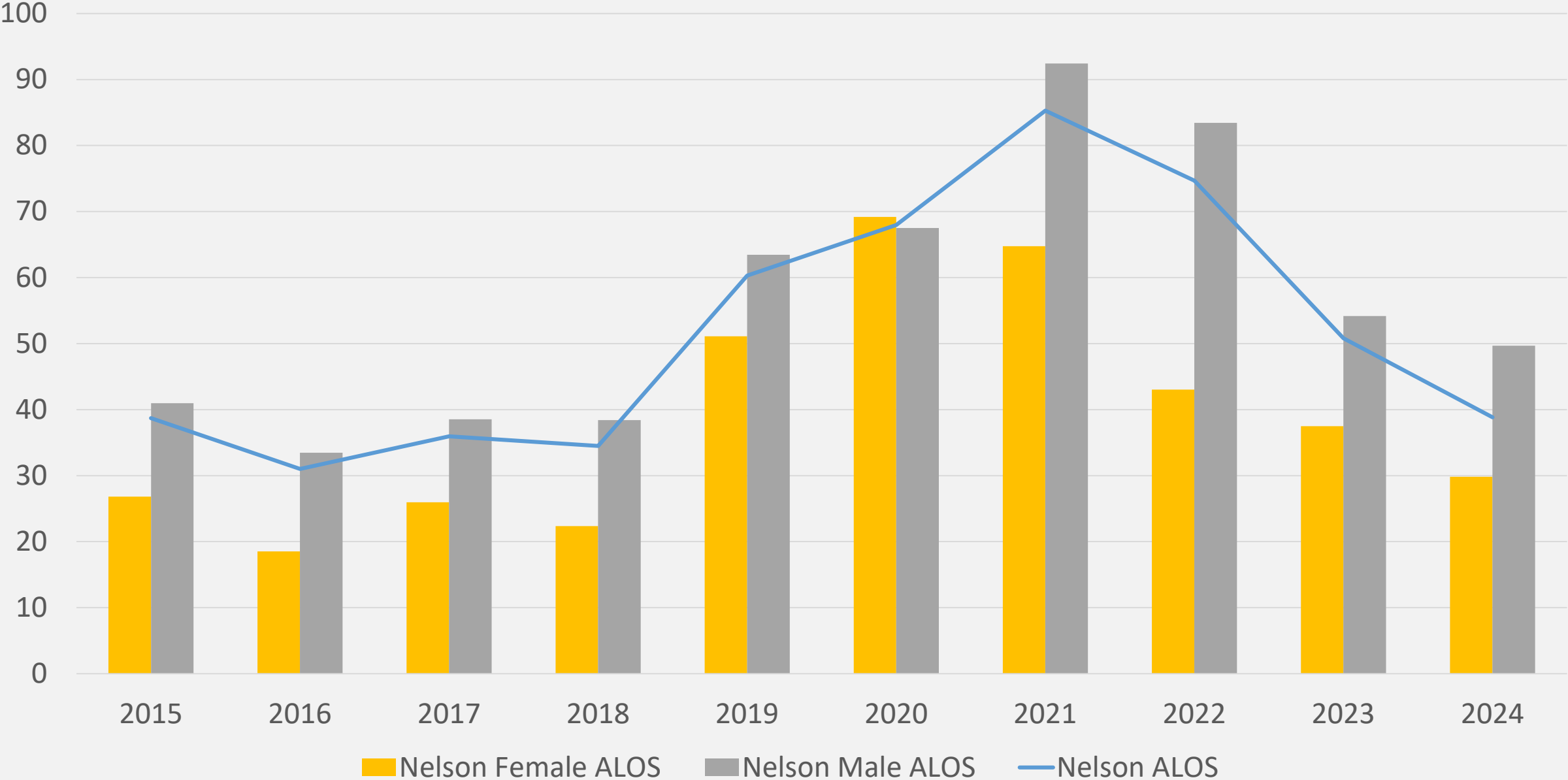




# Nelson Inmate Average Length of Stay



Nelson Inmate Average Length of Stay





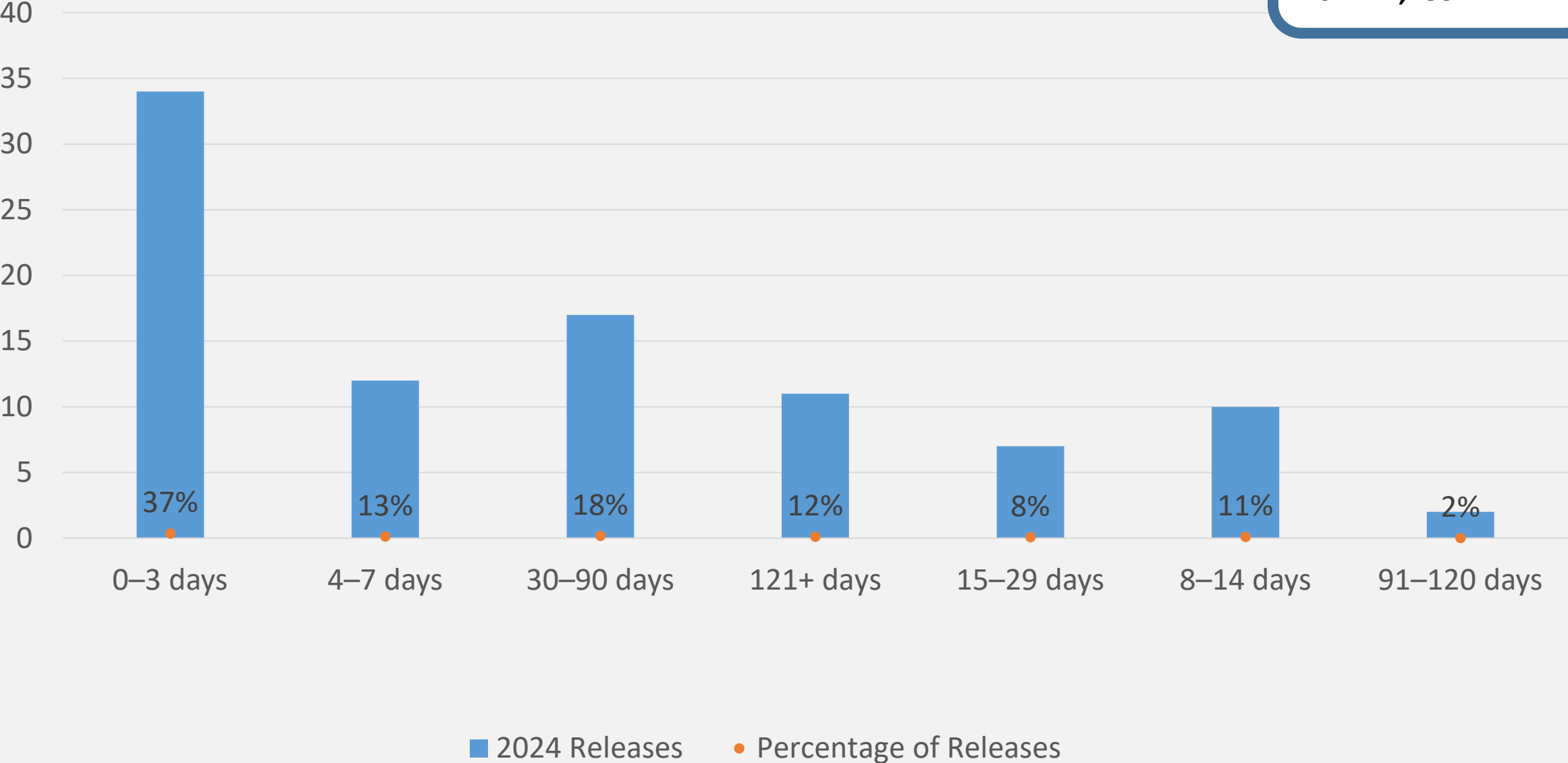
## LENGTH OF STAY (LOS)

- Sentenced
  - There were 93 releases in 2024 classified as sentence served / time served release reason.
  - 37% of sentence served releases experienced a length of stay of 3 days or less.
- Pre-sentenced
  - There were 132 releases in 2024 classified as bond or pretrial services release reason.
  - 66% of pre-sentenced releases experienced a length of stay of 3 days or less.



# 2024 Released Sentence Served

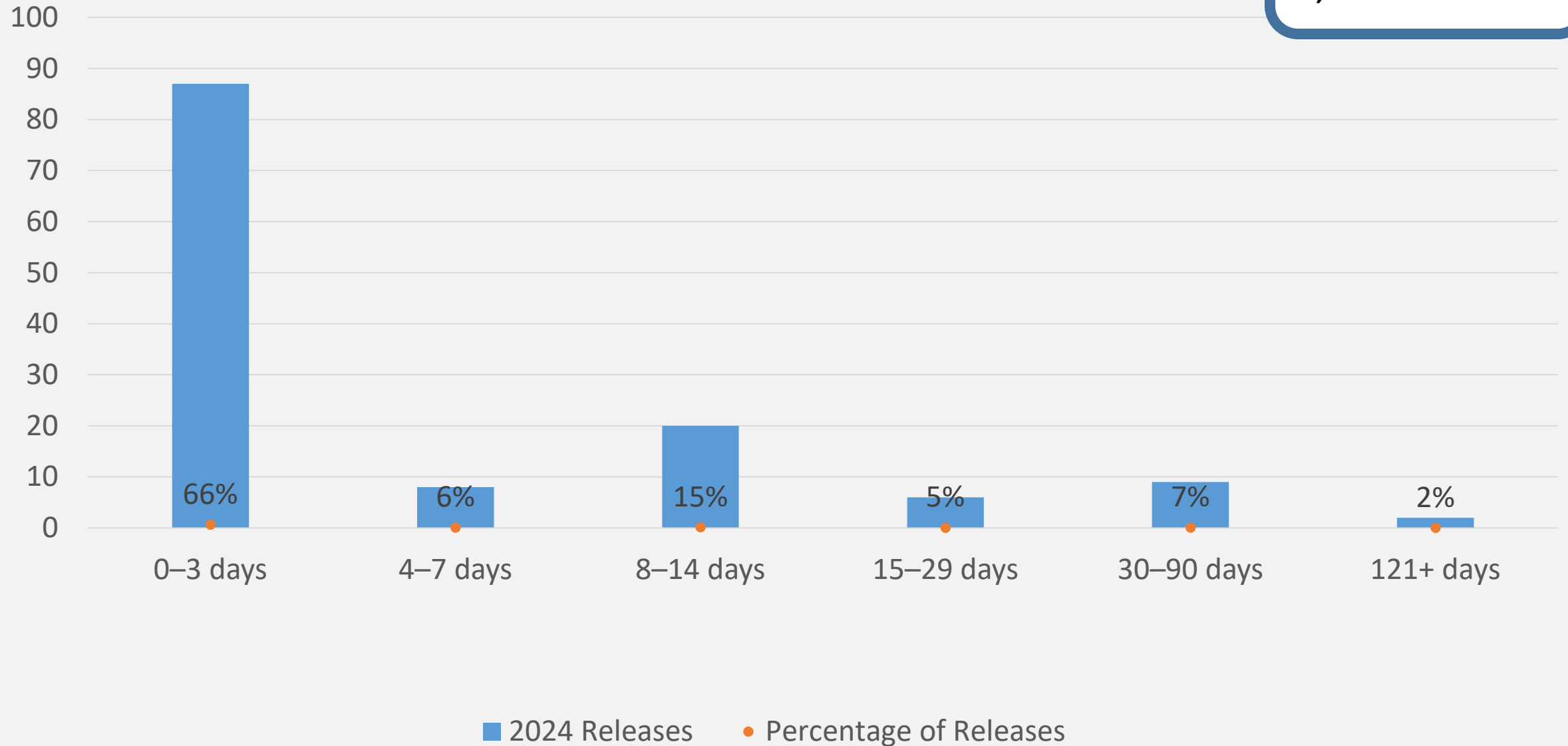
Bed days expended  
on sentence served  
2024: **4,159**





## 2024 Released Pretrial

Bed days expended  
on pretrial 2024:  
**1,334**



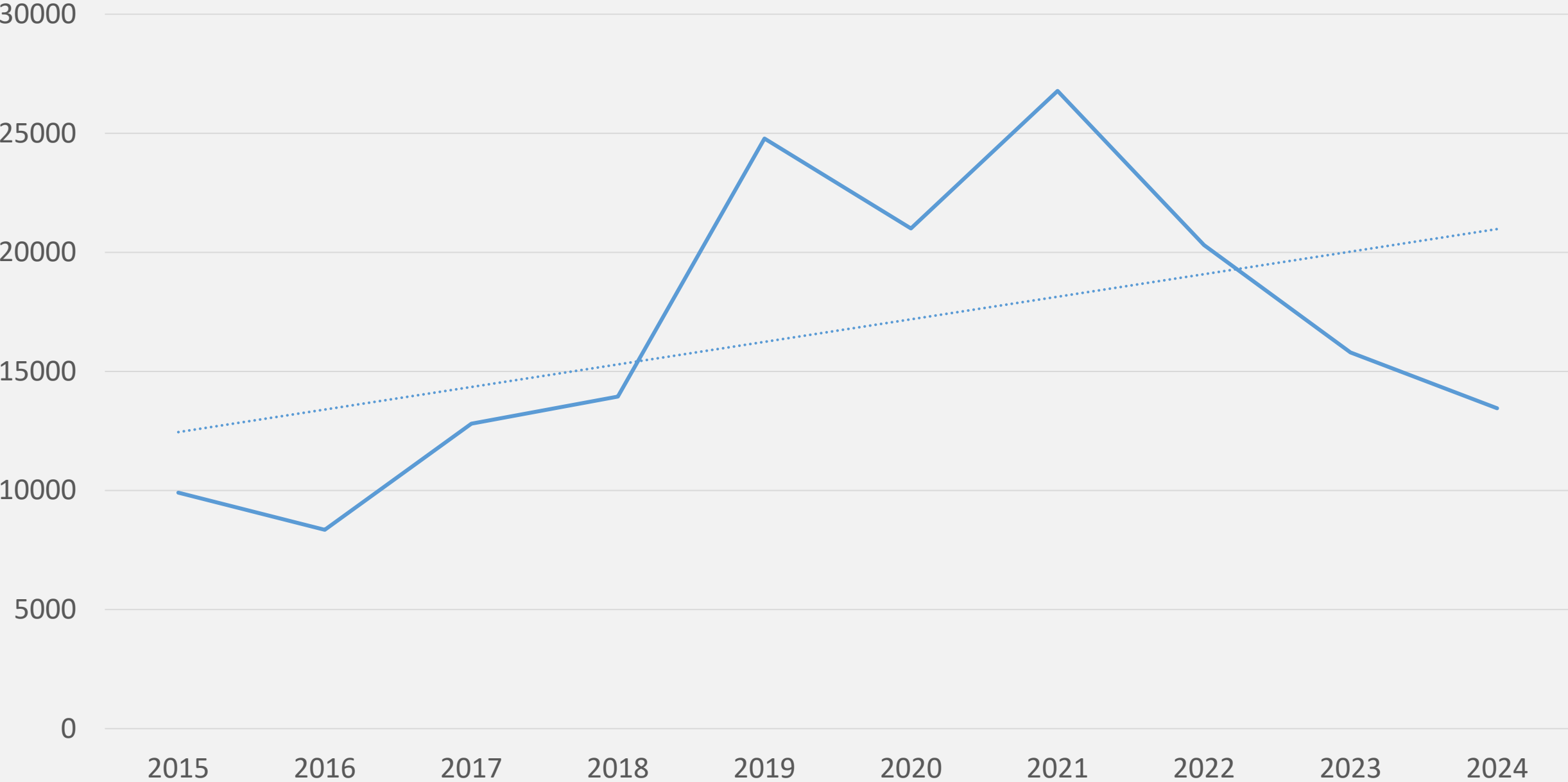


## BED DAYS EXPENDED (BDE)

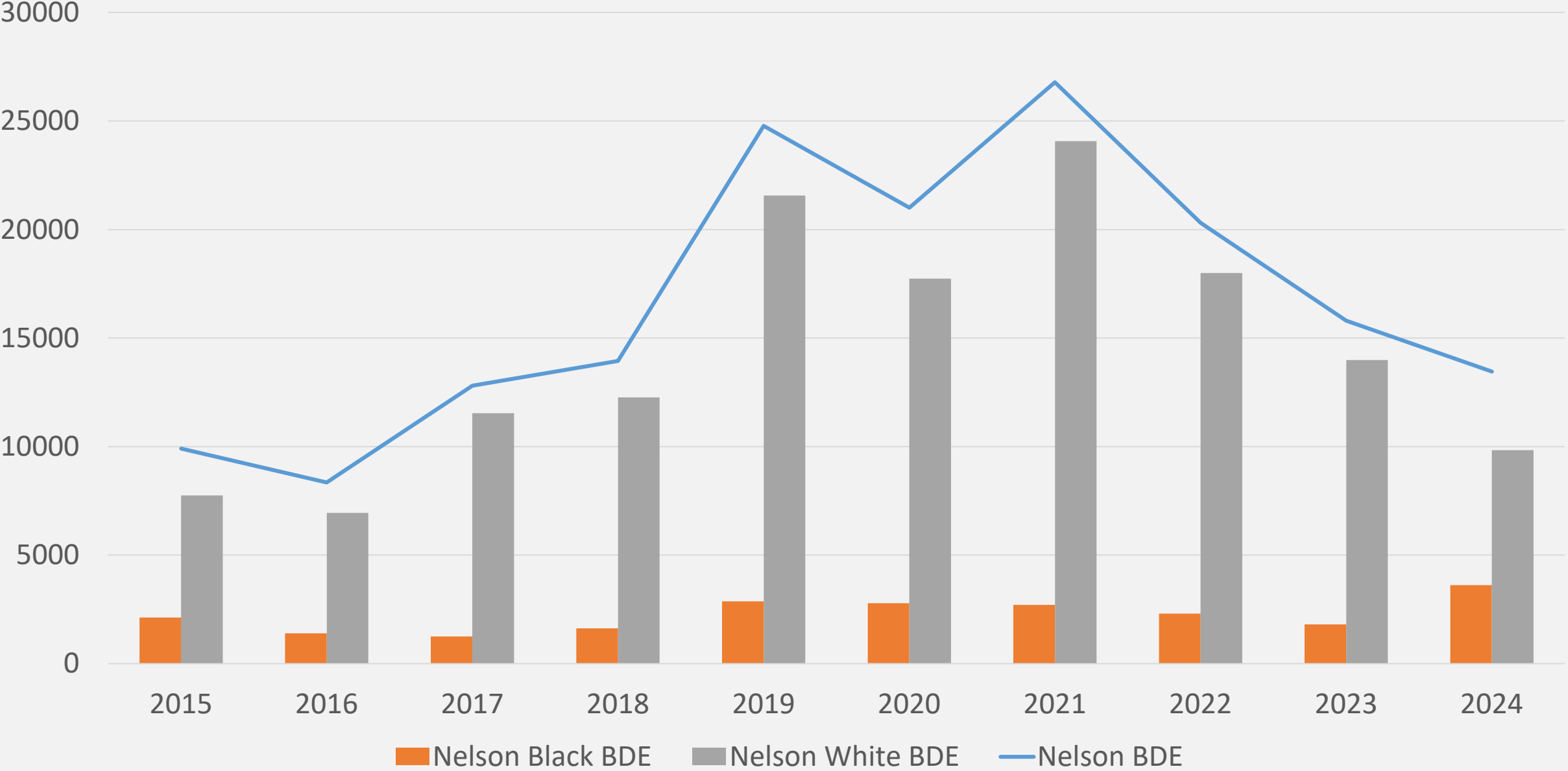
Community comparison  
Albemarle: BDE 336 per  
every 1,000 residents.  
Charlottesville: BDE 773 per  
every 1,000 residents

- Overall bed day expenditures increased by 36% from 2015 to 2024.
- BDE Rate = 910 per 1,000
- Nelson currently expends 910 bed days at ACRJ per every 1,000 residents
- Year over year, 2024 BDE was -15% lower than 2023.
- Bed day expenditures have had a few peaks in the past several years, notably 2019 at 24,780 and 2021 at 26,783 BDE. 2024 numbers are 13,453, still a compound annual growth rate of 5.32%.
- In the past decade, BDE rose 70% among Black inmates, and increased 27% among White inmates.
- Bed day expenditures increased 31% among male inmates, with a 71% rise observed among females.
- Bed day expenditures increased in all age groups from 2015 to 2024, with the exception of the youngest age cohort 18-24, BDE decreased for this group by -53%.
- Inmates in the oldest cohort, ages 50+ increased BDE by 160% in the past decade.

Nelson Inmate Bed Day Expenditures

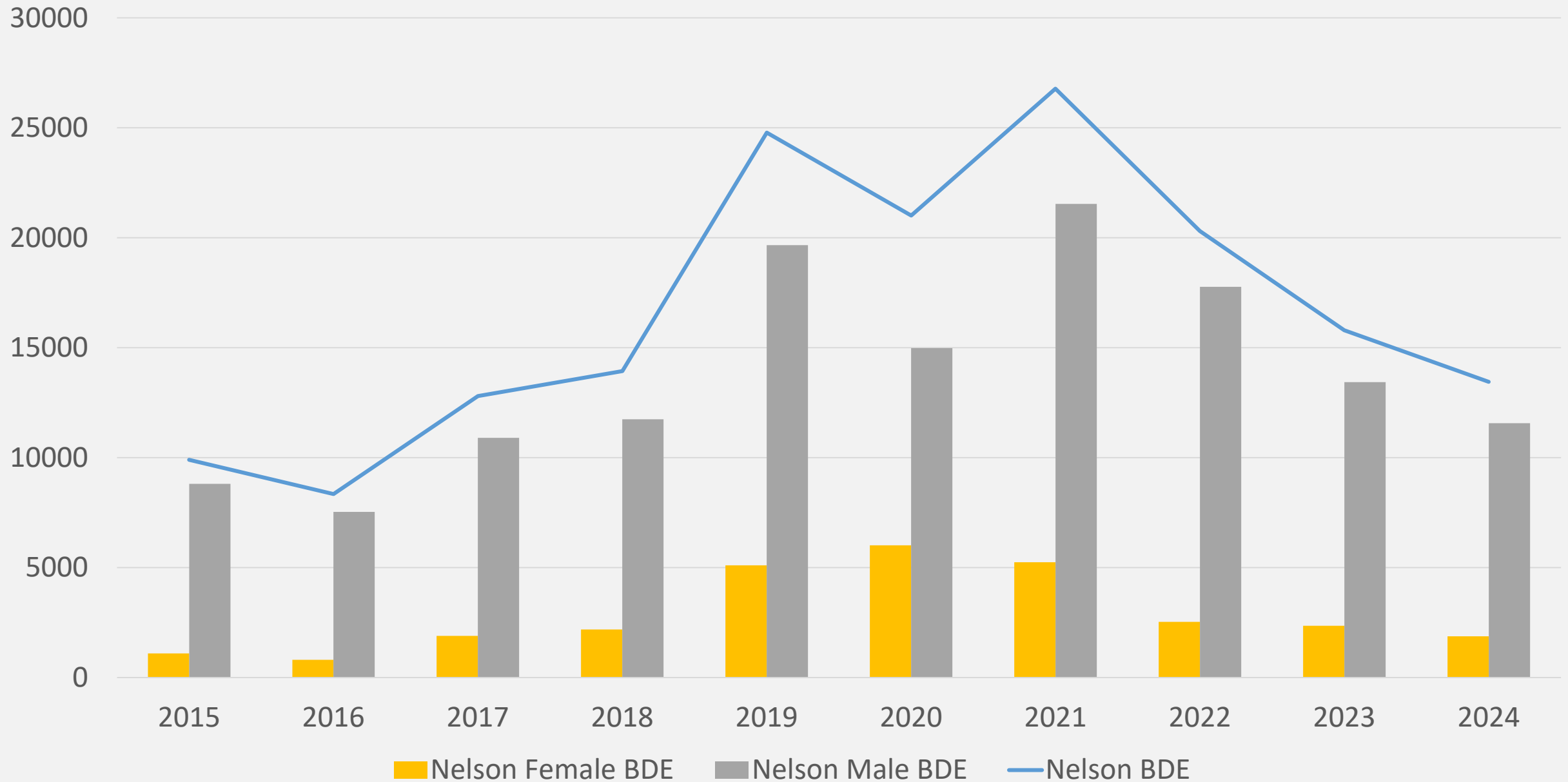


Nelson Inmate Bed Day Expenditures by Race

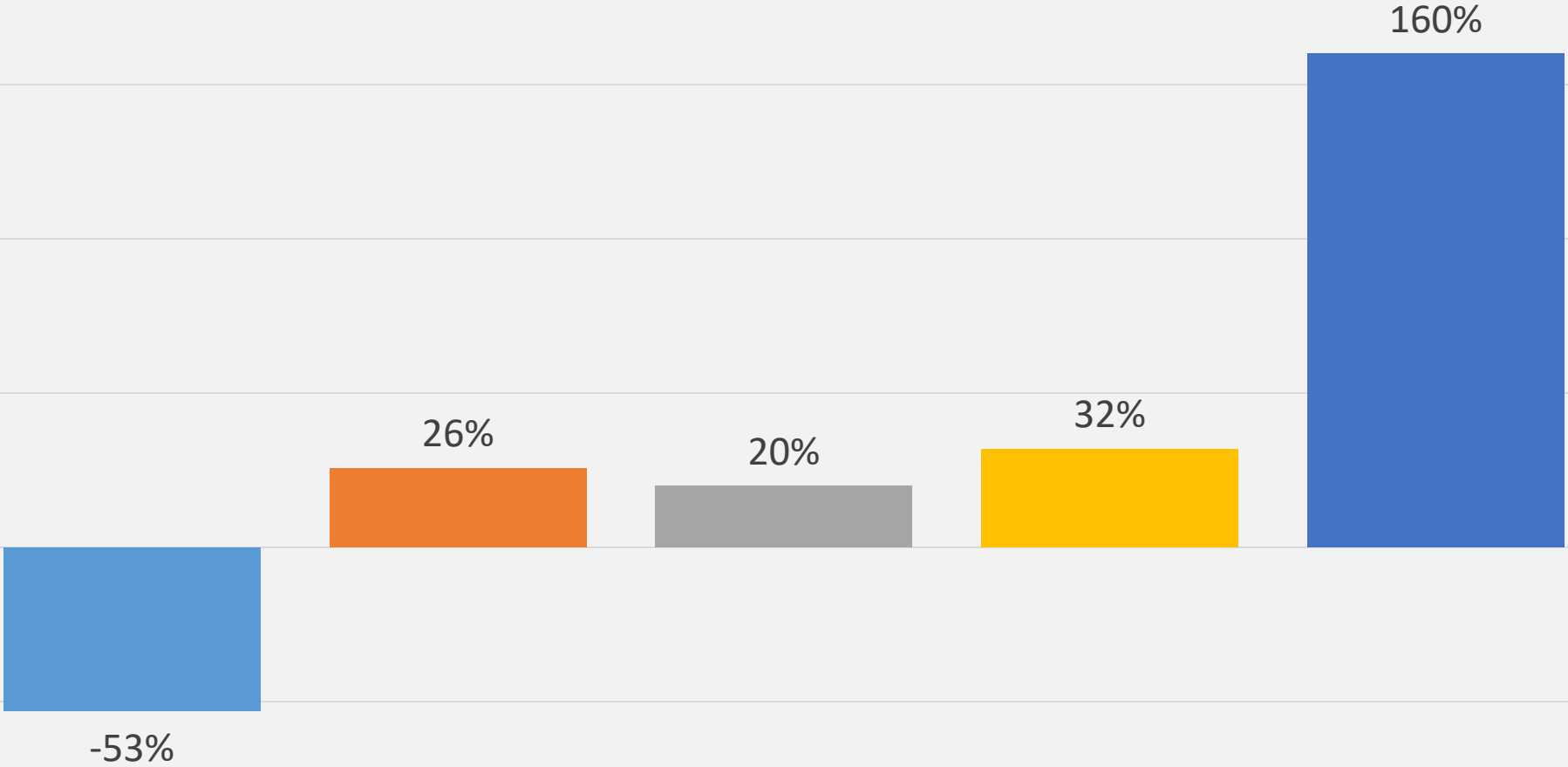




# Nelson Inmate Bed Day Expenditures By Gender



Percent Change in Nelson Bed Days Expended by Age Group (2014-2023)



■ Nelson Age 18-24 BDE ■ Nelson Age 25-29 BDE ■ Nelson Age 30-39 BDE  
■ Nelson Age 40-49 BDE ■ Nelson Age 50+ BDE



## SUMMARY

- The work of the Charlottesville-Albemarle Evidence-Based Decision Making (EBDM) team and the Jefferson Area Community Criminal Justice Board (CCJB) for the past decade, has maintained a focus on safely and responsibly reducing jail population.
- ACRJ leadership remains active within both groups and has generously provided data to continue research and provide metrics to aid informed decision making and track data trends.
- Despite ten year metrics generally showing increases, evidence of EBDM and CCJB work is apparent as bookings are at their lowest point in the past five years, and intakes are down - 30% compared to five years ago.
- Prevalent charges that are booked at high rates are narcotics, DWI, and assault – 45% of all bookings.
- Each individual is booked with an average of 2.0 charges per intake, indicating most bookings involve multiple offenses.
- 1 in 5 releases (19.25%) returned to custody to serve a sentence at ACRJ within three years of release.



## RECOMMENDATIONS

- Quantity of jail intakes overall has increased by 21% in the past decade, but not proportionality, older people ages 30+ are increasing, while younger individuals entering the jail are decreasing. Older cohorts represent opportunity for targeted reentry programs and behavioral health screening aimed at untreated diagnosis. **Reentry** programs can help identify factors for successful community integration.
- 7% of individuals are categorized as **high utilizers**, yet account for nearly 30% of jail bookings. Identifying high utilizers of the criminal justice system is recommended to reduce resource burden, and improve community health. Identifying the individual as well as targeted systems changes that help high utilizers break the cycle of arrest and incarceration are recommended initial steps.
- Crime and arrest rates have increased in the past decade, specific charge categories remain prevalent. Developing **law enforcement diversion** programs and policies that draw awareness and provide additional interventions for high volume charge types such as assault, DWI, and narcotics, could yield significant system improvements and help reduce repeat offenders.
- Although average length of stay is relatively static comparing 2024 to 2015, ALOS is **disproportionate** when comparing Black and White populations as well as male and female populations. Further investigation into ALOS is recommended. There is likely a better variable than race or gender that explains the disproportionate ALOS, such as charge type and other factors.

## ACTIONS

- 1 in 5 releases (19.25%) of individuals sentenced in Nelson County courts returned to custody to serve a sentence at ACRJ within three years of release.
- How can we improve this metric?
- CCJB members advocate for all regions in the Jefferson Area to engage in a range of evidence-based programs and services that support community safety and reduce recidivism while responding to the needs of victims of crime, justice-involved individuals, and the community. The Board has recently developed two working subcommittees to identify areas of high need; a regional **gap analysis** subcommittee to identify and assess any disparities and gaps in services, resources, and outcomes within the Thomas Jefferson Area community, and a **best practices** subcommittee to establish a baseline of key performance indicators for consistency in application of practices, share policy and procedure information, and report on proposed metrics.
- Current CCJB Representation in Nelson County:
  - Daniel Rutherford - Commonwealth's Attorney, appointed by the Nelson County Board of Supervisors
  - Vacant – second position on the CCJB, to be appointed by the Nelson County Board of Supervisors

# SOURCES

- <sup>1</sup> Albemarle-Charlottesville Regional Jail (2025, February). *JMS: Data Download* [.xlsx].
- <sup>2</sup> Virginia State Police. (n.d.). <https://va.beyond2020.com/>. Retrieved April 2025, from <https://va.beyond2020.com/>
- <sup>3</sup> Virginia State Police Population by City or County. (n.d.). Retrieved July 2025, from [https://va.beyond2020.com/va\\_public/View/dispview.aspx?ReportId=59](https://va.beyond2020.com/va_public/View/dispview.aspx?ReportId=59)
- <sup>4</sup> Board, Commonwealth of Virginia > LIDS. (2002). Compensation Board. Retrieved April 2025, from <https://www.scb.virginia.gov/lids.cfm>
- <sup>5</sup> Banino, S. C., Boulos, G. Craft, C. A., Phillips, L. E., Sydnor, S. R., Alonzi, L. P., III, White, K. P., Smith, M. C., Vitale, M. S. (2024) “Analyzing Candidates for Home Electronic Incarceration on Return-to-Custody Rates for Inmates,” *Proceedings of the 2024 IEEE Systems and Information Engineering Design Symposium*, Charlottesville, Virginia, April. (Awarded Best Paper)
- <sup>6</sup> Afi, Z., Atmavilas, S., Bedal, S., Bernard, O., Gupta, M., Lee, C., Alonzi, L. P. III, Smith, M. C., White, K. P., Vitale, M. S. (2025) “High Utilizers of the Albemarle and Charlottesville Criminal Justice System,” *Proceedings of the 2025 IEEE Systems and Information Engineering Design Symposium*, Charlottesville, Virginia, May. (Awarded Best Paper)

# PREPARED BY:

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Criminal Justice Planner

Thomas Jefferson Area Community Criminal Justice Board

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<https://www.oar-jacc.org/criminal-justice-planner>

## UTILIZATION OF HOME ELECTRONIC INCARCERATION (HEI)

- In the past decade, ACRJ has utilized home electronic incarceration for select individuals to serve their sentence while electronically monitored by the jail.
- During the pandemic, ACRJ increased use of home electronic incarceration (HEI).
- Inmates on HEI, (both pretrial and sentenced individuals) are fitted with an ankle monitor and closely monitored by a division at ACRJ and are allowed to remain at home instead of traditional incarceration. However, inmates on HEI do not earn any good time credits for the days they participated in the HEI program.
- In 2024 UVA Systems Engineers released a study indicating HEI return to custody rates are lower than traditional incarceration when comparing similar charge types.
- Following are two slides that outline a portion of that study.
- For the full study [link here](#).
- For more information on the Jefferson Area Community Criminal Justice Board (CCJB), and other local criminal justice studies [link here](#).



- The EBDM and CCJB, in collaboration with the UVA Department of Systems Engineering Capstone Team provided insights into the use of HEI at ACRJ.<sup>5</sup>
- A cohort of similar charges was compared and success rates (determined by recidivism at ACRJ) were found to favor individuals placed on HEI compared to traditional incarceration.<sup>5</sup>

## Recidivism Overall: 18 Months Out and Sentenced Served

### HEI

**25.5% Return to Custody Rate\***

N = 290

# Returned to Custody = 74

# Did not Return to Custody = 216

### Traditional Custody

**37.7% Return to Custody Rate\***

N = 555

# Returned to Custody = 209

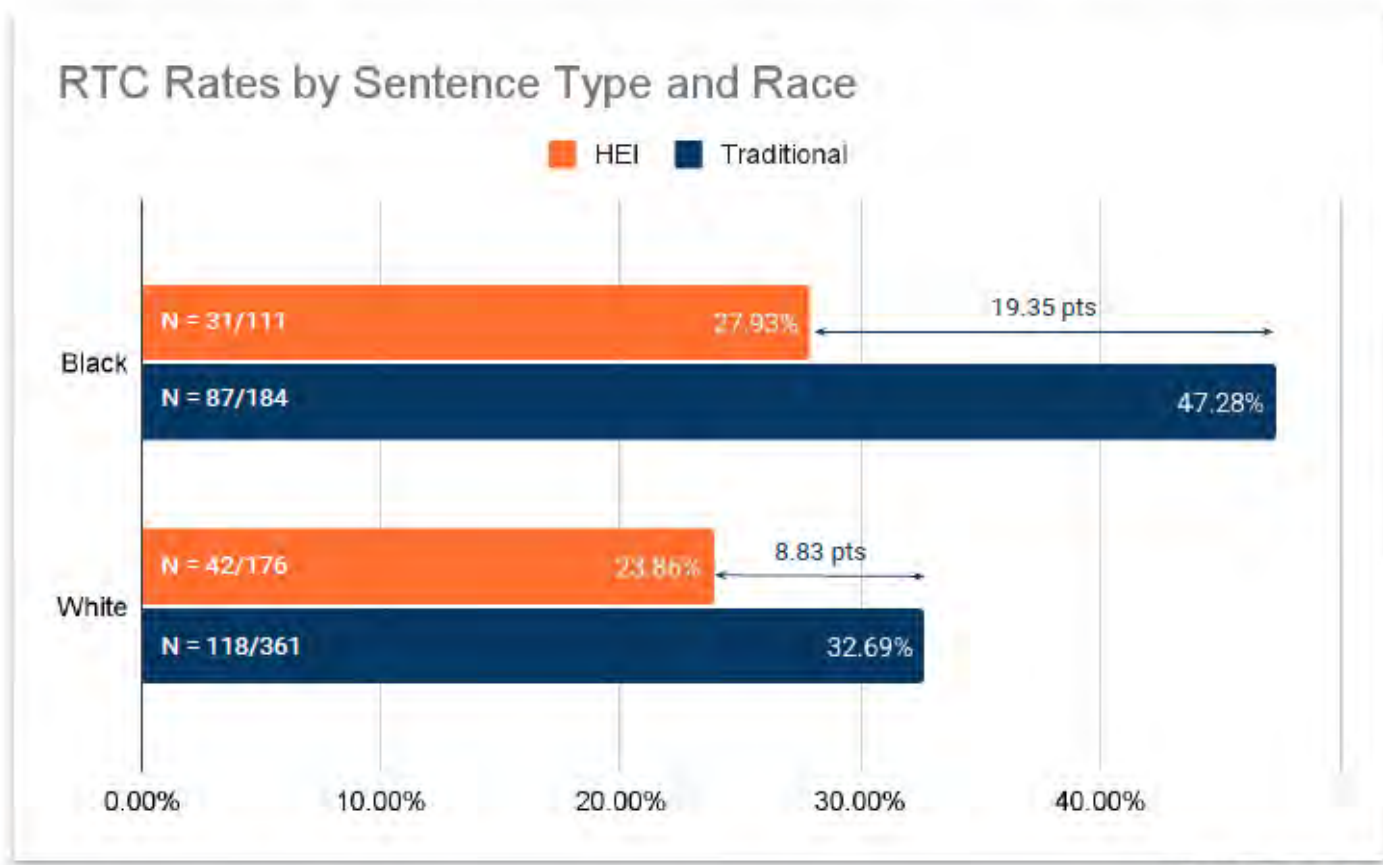
# Did not Return to Custody = 346

\*post-trial, post-COVID

**18 Month RTC is 12.2% lower for those on HEI**

- Black individuals experience a 19.35% reduction in RTC (within 18 months) when placed on HEI, compared to 8.83% RTC reduction among White individuals within the same time period.
- The top three charges represented in the HEI cohort are Generic DUI, Probation Violation on Felony Offense, and Drugs Possession I or II.<sup>5</sup>

## Correlation between Race and HEI Efficacy



Black people are more likely to return to custody than White people

**Black people see a much greater reduction in RTC rates if they serve their sentence on HEI than White people do.**

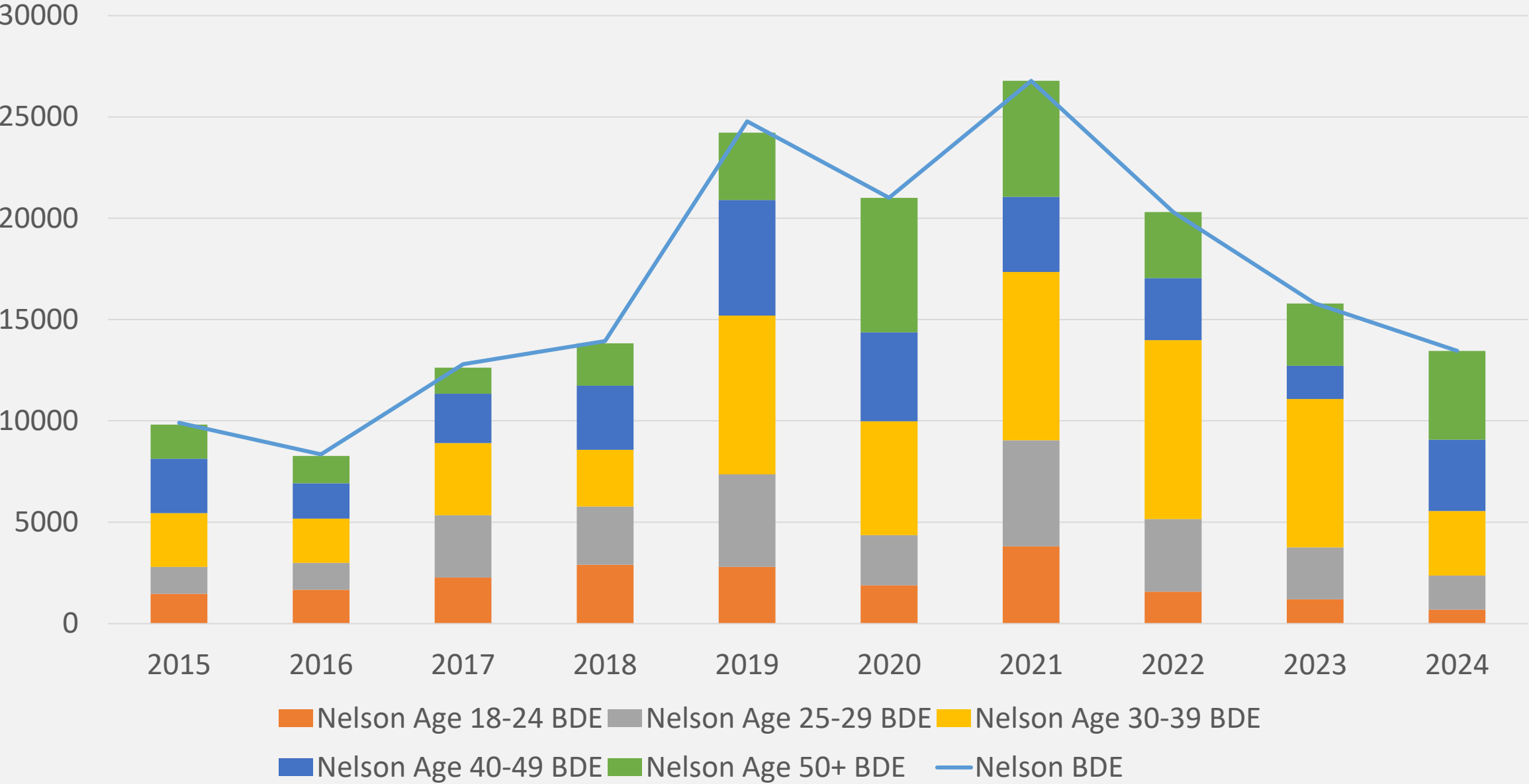
*Why?*

\*Post Trial, Post Covid

## UTILIZATION OF HOME ELECTRONIC INCARCERATION (HEI)

- The number of individuals placed on HEI has decreased since the pandemic.
- Nelson County placed **3** individuals on HEI in 2024, with total bed days expended **77**. Compared to the **5** individuals placed on HEI in 2019, with a total bed day expenditure of **1,629**.

Nelson Inmate Bed Day Expenditures by Age Cohort



# **Friends Of Gladstone Depot**



Friends of Gladstone Depot  
1020 Gladstone Rd.  
Gladstone, Virginia 24553

Nelson County Board of Supervisors  
84 Courthouse Square  
Lovingston, Virginia 22949

September 16, 2025

Dear Sirs and Madam:

Enclosed, please find an estimated proposal for the relocation and restoration of the Gladstone Depot. As you know, this project has been in development since 2017. The Depot will serve the Gladstone community well as both a future community center and a tourist attraction.

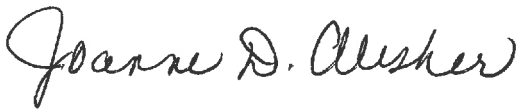
We respectfully request that the Gladstone Depot project be considered for inclusion in the 2026 Nelson County budget.

Thank you for your time and consideration of this request. Please let me know if you need any additional information.

Respectfully submitted,

Joanne Absher  
President

Friends of Gladstone Depot

A handwritten signature in black ink that reads "Joanne D. Absher". The signature is written in a cursive style with a large, flowing "J" and "A".

# **COLEMAN-ADAMS CONSTRUCTION, Inc.**



P. O. Box 368  
Forest, Virginia 24551  
Phone: 434-525-4700  
Fax: 434-525-4437

September 8, 2025

Mrs. Joanne Absher  
1023 Gladstone Road  
Gladstone, VA 24553

Re: Gladstone Depot Move:

Dear, Joanne:

We are pleased to submit to you our budget for the Gladstone Train Station move to be located in Nelson County, Virginia, consisting of 2,600 sq. ft. of building area. This estimated budget is based on preliminary sketches, information provided by Joanne Absher and multiple walkthroughs. Our proposal is as follows:

## **Div. 1 - General Conditions:**

1. Plans:
  - a. Site plan (including topographic survey, preliminary lay-out, and final site plan)
  - b. Structural/Foundation plans.
  - c. Architectural and Engineering plans.
2. Asbestos, lead and soil testing (Diesel range organics).
3. Supervision and equipment.
4. Temporary utilities.
5. Trash removal and disposal.
6. Building permits
7. Utility fees.
8. Special Inspection allowance of \$38,000.00

## **Div. 2 - Site Work:**

1. Excavating and grading
2. Backfilling and compaction.
3. Parking lot paving.
4. Sidewalks/ADA ramp.
5. Storm drainage.
6. Erosion control procedures.

7. Soil termite protection.
8. Water lines.
9. Sewer Lines.
10. Landscaping and seeding.
11. We have included 435 feet of painted picket fence 36" tall.
12. Rock removal is not included, and if encountered will be handled on a cost/plus basis.

Div. 3 - Concrete:

1. All footing and (monolithic) slab excavation.
2. Concrete footing and piers.
3. Concrete retaining walls.
4. Drain tile and stone will be installed around footings.
5. All concrete will be (3,000) psi.
6. All footings, grade beams, and concrete piers will have 60,000 lb. yield reinforcing steel.
7. The concrete foundation has been designed assuming a soil bearing capacity of 2,000lbs. per square foot.

Div. 4 - Masonry:

1. Restoration of existing Chimney. This is not a full replacement.

Div. 5 - Structural and Miscellaneous Steel:

1. Steel beams to support structure on top of Piers.

Div. 6 - Carpentry:

1. Wood Blocking.
2. Replace wood ceilings where they are damaged or missing.
3. Install horizontal wood siding on interior walls to match existing. Areas in which walls are in good shape, they will be left in place.
4. Base and trim to match existing.
5. Build new Interior walls.
6. Remove damaged or not original materials on the exterior and replace.
7. Repair several Exterior structural items (Balcony).
8. Cabinetry in Break area.

Div. 7 - Thermal and Moisture Protection:

1. Install slate shingles.
2. Repair several roof areas of structure.
3. Install blown in insulation in Attic.
4. Sound batt insulation will be used on interior walls as shown on the finish schedule.

Div. 8 - Doors and Windows:



1. All interior and exterior doors will be removed and sent off to be restored. Missing or added doors will be milled to match. Doors will receive a painted finish.
2. Existing windows will be replace and trim reworked.
3. Hardware will to be of time.

Div. 9 - Finishes:

1. An ACT ceiling will be installed in the old baggage area.
2. We have included a \$7.00 per SF Allowance for floor coverings
3. Painting all interior walls and exterior wall and trim. Our prep is to be in line with a minor scrape and caulk/putty. No Lead abatement has been figured, if the paint contains lead.

Div. 10. - Specialties: not-included

Div. 11. - Equipment - not included.

1. 1 dual Oven.
2. 1 electric range
3. 1 dual door refrigerator with ice maker.
4. 1 microwave/hood.
5. 1 dish washer.

Div. 12 - Furnishings - not included.

Div. 13 - Butler – not included

Div. 14 - Conveying Systems - not included.

Div. 15 - Mechanical:

1. Plumbing:
  - a. Sanitary to be PVC, domestic water to be type Pex.
  - b. (1) standard water closets.
  - c. (1) handicap water closets
  - d. (1) standard lavatories.
  - e. (1) handicap lavatories
  - f. One (1) electric water cooler.
  - g. One (1) electric water heater.
  - h. One (1) wall hydrant.
2. HVAC:
  - a. Condition 1<sup>st</sup> floor and Second floor area.
3. Sprinkler – not included

Div. 16 - Electrical:

1. Provide new electrical service for the structure and connect all equipment.

**EXCLUSIONS:**

1. Relocation of any underground utilities, HVAC units, or oil tanks.
2. Lead abatement, Asbestos abatement or unsuitable of any kind (Asbestos testing and removal was to have already been taken care of).
3. Rock excavation, unsuitable soil, or contaminated soil.
4. Bonds.
5. Fire alarm or security systems.
6. Site lighting.

Our estimated cost for the work described above is **\$3,194,393.00**

Thank you for allowing us to submit this proposal. We are very interested in working with you on this project, and appreciate your confidence in our company. If we can be of further assistance, please contact us at your earliest convenience.

Sincerely,

COLEMAN-ADAMS CONSTRUCTION, INC.

A handwritten signature in blue ink, appearing to read 'J. Funk', with a long horizontal flourish extending to the right.

John R. Funk  
Vice President, Project Management

# **COLEMAN-ADAMS CONSTRUCTION, Inc.**



P. O. Box 368  
Forest, Virginia 24551  
Phone: 434-525-4700  
Fax: 434-525-4437

## ***Gladstone Train Station Move Budget September 8, 2025***

<b>1101.00</b>	<b>General Conditions</b>	<b>350,168</b>
<b>1701.30</b>	<b>Special Inspections</b>	<b>45,100</b>
<b>1747</b>	<b>Lead, Asbestos and Soil testing</b>	<b>8,250</b>
<b>1747.00</b>	<b>Permits, Fees, GEO, ETC</b>	<b>27,280</b>
<b>1747</b>	<b>Water, Sewer Conn Fee/ETC</b>	<b>11,275</b>
<b>2051.00</b>	<b>Demolition Exterior</b>	<b>8,337</b>
<b>2051.10</b>	<b>Demolition - Site</b>	<b>32,545</b>
	<b>Move of Building</b>	<b>128,529</b>
<b>2143.00</b>	<b>Dewatering</b>	<b>23,032</b>
<b>2210.10</b>	<b>Excav, Grading, Utilities, Site</b>	<b>190,894</b>
<b>2510.00</b>	<b>Paving Sidewalks</b>	<b>57,640</b>
<b>2511.10</b>	<b>Asphalt Paving</b>	<b>115,500</b>
<b>2825.01</b>	<b>Ornamental Fence - Iron</b>	<b>32,177</b>
<b>2900.00</b>	<b>Landscape, Seeding</b>	<b>12,375</b>
<b>3310.01</b>	<b>Foundation, Structural piers this will cover the decks piers and footings PH1 and PH2</b>	<b>217,975</b>
<b>3952.00</b>	<b>Concrete Pumping</b>	<b>4,950</b>
<b>4010.00</b>	<b>Chimney Restoration</b>	<b>12,500</b>
<b>5110.00</b>	<b>Structural - Framing PH1 and PH2</b>	<b>113,468</b>
<b>5505.00</b>	<b>Castings/Roof drains and hangers</b>	<b>5,775</b>
<b>6059.00</b>	<b>Fasteners</b>	<b>6,490</b>
<b>6101.00</b>	<b>Rough Carpentry Ext</b>	<b>57,884</b>
<b>6101</b>	<b>Damaged Ext siding/replacement</b>	<b>79,860</b>
<b>6101</b>	<b>Exterior Structural repairs</b>	<b>27,086</b>
<b>6123.00</b>	<b>Blocking</b>	<b>2,019</b>
<b>6220.00</b>	<b>Millwork - Int Cieling</b>	<b>22,223</b>
<b>6220</b>	<b>Millwork - Int wall Finish</b>	<b>61,495</b>
<b>6220</b>	<b>Millwork Int Base/Etc</b>	<b>11,550</b>
<b>6220</b>	<b>Int Walls</b>	<b>9,746</b>
<b>6410.00</b>	<b>Cabinet - General</b>	<b>14,077</b>

<b>7211.00</b>	<b>Insulation - Batt</b>	<b>10,681</b>
<b>7316.00</b>	<b>Shingles - Slate</b>	<b>178,220</b>
	<b>Roof Repairs</b>	<b>37,000</b>
<b>8210.00</b>	<b>Doors - Wood</b>	<b>64,031</b>
<b>8610.00</b>	<b>Windows - Wood</b>	<b>61,240</b>
<b>8710.00</b>	<b>HardWr – Finish</b>	<b>8,644</b>
<b>9250.00</b>	<b>Drywall and studding</b>	<b>47,550</b>
<b>9500.00</b>	<b>Acoustical Ceiling</b>	<b>4,453</b>
<b>9685.00</b>	<b>Flooring Carpet</b>	<b>18,106</b>
	<b>Floor Repair</b>	<b>6,980</b>
<b>9900.00</b>	<b>Painting - Interior</b>	<b>13,140</b>
<b>9910.00</b>	<b>Painting - Exterior</b>	<b>16,149</b>
<b>11010.00</b>	<b>Kitchen Equipment</b>	<b>5,984</b>
<b>15010.00</b>	<b>Plumbing Sub</b>	<b>28,000</b>
<b>15100.00</b>	<b>HVAC Sub</b>	<b>75,000</b>
<b>16100.00</b>	<b>Electrical - Sub</b>	<b>79,000</b>
	<b>Arch, Eng, ETC Fee's</b>	<b>250,082</b>
	<b>VDOT Fee's</b>	<b>0</b>
	<b>Contingency</b>	<b>261,744</b>
	<b>Overhead &amp; Proffit</b>	<b>287,918</b>
	<b>Performance Bond</b>	<b>26,287</b>
	<b>Sales Tax</b>	<b>23,984</b>
	<b>Budget Total</b>	<b>3,194,393</b>

All cost listed above have a 10% construction contingency and performance bonds included. We have not included any VDOT associated cost to these items.

Sincerely,  
COLEMAN-ADAMS CONSTRUCTION, INC.

John R. Funk  
Vice President



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

GRACE E. MAWYER  
Director of Finance and  
Human Resources

**RESOLUTION R2025-75**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION FOR PUBLIC HEARING ON**  
**BATTERY ENERGY STORAGE SITING AGREEMENTS**

**RESOLVED** by the Nelson County Board of Supervisors pursuant to and in accordance with the provisions of §15.2-2204 and §15.2-2316.8 of the Code of Virginia, 1950 as amended, that the County Administrator be and is hereby authorized to advertise a public hearing notice for the conduct of a public hearing on **Thursday, November 13, 2025 at 7:00 p.m.** in the General District Courtroom of the Courthouse in Lovington.

The purpose of the public hearing is to receive public input on two siting agreements, one with Piney River VA BESS 1, LLC, and one with Colleen VA BESS 1, LLC, for two (2) 4MW battery energy storage systems to be constructed at CVEC substations in Colleen and Piney River. The site plans were approved administratively as by right accessory uses to a public utility, so no special use permit approval is required. These battery energy storage systems will benefit local CVEC customers by keeping rates down during peak usage periods.

Approved: \_\_\_\_\_, 2025

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors

**DATE:** October 2, 2025

**RE:** **Agenda Item VI. B – October 14<sup>th</sup> BOS Meeting: Authorization for Public Hearing on Battery Energy Storage Siting Agreements – Piney River & Colleen CVEC Locations**

**Background:** CVEC proposed to utilize battery energy storage systems to improve their electric grid resilience and provide higher quality and lower cost electricity to its local customers by integrating stored power into the grid during times of peak usage. CVEC received County Planning & Zoning approval of their site plans on August 1, 2025 to construct two (2) 4MW battery energy storage systems at their existing power substations in Colleen and Piney River. These were approved administratively as by right accessory uses to a public utility, pursuant to the Article 4 of the Code of Nelson County:

4-1-11

Public utilities generating, booster or relay stations, transformed substations, transmission lines with support structures, pipes, meters and other facilities for the provision and maintenance of public utilities, including railroads and facilities, water and sewerage installations, and water storage tanks.

4-1-12

Accessory uses as defined.

*Accessory use or structure:* A subordinate use or building customarily incidental to and located upon the same lot occupied by the main use or building

CVEC has contracted with Lightshift Energy, a utility-scale energy storage company headquartered in Arlington, VA. to develop and operate these facilities.

Lightshift representatives have advised that Siting Agreements are needed to be in place in order to finalize their financing and secure pricing on the battery purchases.

### **Siting**

**Agreements:** Per the State Code of Virginia §15.2-2316.7, §15.2-2316.8, §15.2-2316.9, the applicants Piney River VA BESS 1, LLC and Colleen VA BESS 1, LLC and the County may enter into a siting agreement as defined therein, the project is eligible for a siting agreement as described therein, and the applicants provided written notice to the County as described therein on March 25, 2025 of their intent to locate the projects in the County and negotiate a siting agreement.

The purpose of the siting agreement is so the applicant can make a voluntary payment to the County above and beyond its tax obligations called a “capital payment”, as a meaningful way to be a community partner and to mitigate potential impacts of the project pursuant to aforementioned State Code sections.

Pursuant to aforementioned State Code sections, once the parties agree to the terms of the agreement, the host locality shall schedule a public hearing for the purpose of consideration of the siting agreement.

After convening a committee of me, A. Spivey, D. Bishop, J. Ligon, and D. Parr and substitute legal counsel M. Popovich (Mr. Payne has a conflict as he is legal counsel for CVEC), staff has been working with LightShift Energy representatives to address the questions we had and include desired language. These primary points included:

- The inclusion of decommissioning language in Article 1 #6, pursuant to the referenced Memorandum of Lease Agreement in Exhibit D – Lease to be provided once finalized. Project is significantly smaller in scale than solar.
- The inclusion of language in Article III related to Emergency Response Training that they are working with the local fire department on the creation and implementation of an Emergency Response Plan. This plan will outline what Lightshift is responsible for such as if there is a deficiency in their response results in the local fire department needing to provide additional support beyond what would normally be required, they commit to reimbursing the fire department for the man-hours associated with the extra effort. LightShift is responsible for paying all of the costs of specialized training.
- Capital Payments- Each Siting Agreement (one-time payments):
  - \$8,000 to be paid by applicant within 30 days of the Commercial Operations Date – expected to be in Q3 of 2026.
    - Per LightShift Energy, the \$8,000 amount reflects the project’s anticipated impacts, which are expected to be minimal, given its small scale and location. They applied a rate of \$2,000/MW, which is how they arrived at \$8,000 for both Piney River & Colleen which are 4 MW projects.
  - A \$10,000 one-time payment to be paid to a community organization/agency of the County’s choosing, upon ribbon cutting of the projects.
- Local Taxes: LightShift Energy is working with Kim Goff to confirm how the County will assess these projects. Based on applying the M&T tax rate, they estimate the annual tax will average approximately \$8,000–\$9,000/year.
- Substitute legal counsel M. Popovich has reviewed the amended Agreements and he has no legal issues with them as drafted. He did question how the proposed capital payments were derived; which is noted above.

#### Staff

**Recommendation:** Adopt proposed **Resolution R2025-75** to Authorize a public hearing for the November 13<sup>th</sup> BOS meeting. This is a small project in scope compared to utility solar, the use is by-right so there is no Special Use Permit approval required, and it will benefit local CVEC customers by keeping rates down during peak usage periods.



# CVEC Battery Storage Project

Nelson County BOS Meeting  
October 14<sup>th</sup>, 2025



Project Technology	Standalone BESS No Solar
Physical Address	800 Cooperative Way Arrington, VA 22922 Parcel ID: 66-A-36
Project Size	4MW / 20MWh
Acreage	Parcel: 118 acres Project Layout: ~3,800 Sqft (<1/10 of an acre) Total Land Disturbance: 5,950 Sqft
System Use	Peak Shaving for CVEC/BRPA
Development Status	Zoned: M-1 Landowner: CVEC Permit Needs: Minor Site Plan (Approved 8/1/25) Site Due Diligence: Completed Phase 1 ESA, Wetland Delineation, Cultural, T&E, ALTA & Topo Survey

## Approved Site Layout

BESS project is located within existing Colleen Substation fence line

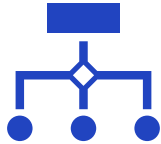


Project Technology	Standalone BESS No Solar
Physical Address	600 Tye Brooke Highway, Piney River, VA 22964 Parcel ID: 64-A-231C
Project Size	4MW / 20MWh
Acreage	Parcel: 7.3 acres Project Layout: ~6,000 Sqft (<1/4 acre) Total Land Disturbance: 0.71 Acres
System Use	Peak Shaving for CVEC/BRPA
Development Status	Zoned: A-1 Landowner: CVEC Permit Requirement: Minor Site Plan (Approved 8/1/25) Site Due Diligence: Completed Phase 1 ESA, Wetland Delineation, Cultural, T&E, ALTA & Topo Survey

## Approved Site Layout



# What is a Siting Agreement



Authorized by VA Code §  
15.2-2316.6 (used to be  
Va. Code § 15.2-2232)



Voluntary agreement  
between County and  
Applicant



Deems project  
Substantially in Accord  
with Comprehensive Plan

# County Partnership Commitments & Administrative Actions



One-time \$8,000 payment to County (in addition to taxes)



Emergency response training funded by Applicant



Charitable donation of \$10,000 to a community organization/agency of choice



Requesting Approval to Authorize Public Hearing on November 13<sup>th</sup>



## ENERGY STORAGE PROJECT SITING AGREEMENT

This Energy Storage Project Siting Agreement (“Agreement”), dated as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is by and between Nelson County, VA, a municipal corporation of the Commonwealth of Virginia (“County”) and Colleen VA BESS 1 LLC, a Delaware limited liability company (“Applicant”). The County and Applicant are herein each a “Party” and collectively, the “Parties”.

### RECITALS

A. The Applicant has a right to lease certain parcels of land in the County consisting of \_\_\_\_ acres, identified as GPIN(s) 66-A-36, and more fully described on the Concept Plan attached hereto as **Exhibit A** (collectively, “Property”).

B. The Applicant intends to develop, install, build, and operate an energy storage project, as defined by Virginia Code Section 15.2-2316.6, with an aggregate energy capacity of 4 MW on the Property (“Project”).

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

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

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

F. On March 25<sup>th</sup>, 2025, the Applicant gave written notice to the County pursuant to Virginia Code § 15.2-2316.7(A) of Applicant’s intent to locate the Project in the County and requested a meeting to discuss and negotiate a Siting Agreement.

G. After negotiation between the County and the Applicant, the Parties desire to enter into this Agreement so the Applicant can make a voluntary payment to the County above and beyond its tax obligations (“Capital Payment”), as a meaningful way to be a community partner, and to mitigate certain potential impacts of the Project, and to provide financial compensation to the County to address capital needs set out in (a) the County’s capital improvement plan, (b) the County’s current fiscal budget, or (c) the County’s fiscal fund

balance policy; and to help the County achieve its goals toward deployment of broadband, all as permitted by Virginia Code § 15.2-2316.7(B).

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

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

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

### **Article I**

#### **Project Features, Conditions, Valuation, Enforcement, and Mitigation**

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

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

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

4. **Annual Valuation of Real Property.** Applicant agrees to provide County and the [redacted] [JS1] (“Assessor”) with current copies of any real property lease agreements for the Property associated with the Project. Applicant may identify any information deemed confidential tax information or proprietary/trade secrets and may request that it be maintained by the County in a confidential basis for that reason, and that the Nelson



County Commissioner of the Revenue (“Commissioner”) accord it protection in accordance with Virginia Code §58.1-3. However, for any such leases, Applicant shall at the minimum provide the annual lease payment amounts for each parcel being leased for the Project. Thereafter, should the payment terms be amended in any such lease agreements, the Applicant shall forthwith provide such information to the County and the Assessor. Applicant further agrees to include as a condition in any agreements transferring ownership of the Project entered into by Applicant a requirement that any successor in interest shall provide such information to the County and the Assessor.

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

**6. Decommissioning.** Unless the Applicant has elected to abandon the Project in place following a termination of the ESSA arising out of a default by the County as described in Section 11[JS2](B)(ii) of the ESSA, Applicant shall remove and decommission the Project in accordance with Section 3.4 [JS3] of the Lease. Pursuant to Section 3.4 of the Lease, Applicant shall have six (6) months following the expiration of the Lease or the earlier termination of the Lease during which to decommission and remove the Project from the leased area of the Property. During the decommissioning term, Applicant shall restore and landscape the lease area of the Property to substantially their condition as they existed immediately prior to the Effective Date.

**7. Right of Entry for Enforcement.** Applicant and the County acknowledge and agree that the County, its personnel and duly authorized agents shall have the express right of



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

## **Article II** **Capital Payment**

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

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

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

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

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

**Article III**  
**Emergency Response Training**

**1. Emergency Resources.** The Applicant will pay directly for any specialized training the County and the Applicant mutually determine is necessary to prepare for responding to a fire or similar event at the Project. Such training is to be provided by a fire safety expert and include at a minimum Emergency Response Training and an Emergency Response Plan. In regard to the Emergency Response Plan, Applicant is working with the local fire department on the creation and implementation of the Emergency Response Plan.

**Article IV**  
**Compliance, Permits and Approvals**

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

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

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

legislative function in favor of the Applicant.

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

## **Article V** **Miscellaneous Terms**

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

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

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

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

**5. Memorandum of Agreement.** A memorandum of this Agreement, in a form acceptable to the County Attorney, shall be recorded in the land records of the Clerk's Office of the Nelson County Circuit Court[JS4]. Such recordation shall be at the Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses not to develop the Project, in its sole discretion, the County shall execute a release of the memorandum filed in the aforementioned Clerk's Office.

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

**COUNTY[JS5]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**APPLICANT**

Colleen VA BESS 1 LLC  
c/o Lightshift Energy  
1201 Wilson Blvd, 25<sup>th</sup> Floor  
Arlington, VA 22209  
Attn: Rory Jones and Michael Herbert

Copy to:  
Delorean Power LLC dba Lightshift Energy  
1201 Wilson Boulevard, 25<sup>th</sup> Floor  
Arlington, Virginia 22209  
Attn: General Counsel

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

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

or any such suit, action, or proceeding in such court and (2) any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

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

**10. Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral,

between the Parties with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by the Parties. All exhibits to this Agreement are expressly incorporated into this Agreement by reference.

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

**12. Insurance.** The Applicant will obtain and maintain all insurance coverage required by applicable law. Pursuant to Section 14.1[JS6] of the ESSA, Applicant shall obtain and maintain the insurance coverages attached hereto as **Exhibit C**.

**13. Default.**

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

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

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

d. If the County terminates this Agreement as provided herein, the Applicant shall cease operations at the Project and commence decommissioning the Project in accordance with Section 3.[JS7]4 of the Lease.

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

#### **14. Force Majeure.**

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

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

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

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

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

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

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

B. Neither Party will be in breach of its obligations under this Agreement or incur

any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

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

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

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

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

(iii) comply with its obligations under this Agreement.

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

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

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

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

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



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

*[signature page follows]*

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

**COLLEEN VA BESS 1 LLC**

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**NELSON COUNTY, VIRGINIA**

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

Name: \_\_\_\_\_

Title[JS8]: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
County Attorney or designee

# Exhibit A Concept Plan



**Exhibit B**  
**Capital Payment**

**Capital Payment to County: A one-time payment of Eight Thousand and 00/100 Dollars (\$8,000)** to be paid to the County by Applicant within thirty (30) days of the Commercial Operations Date. Tenant shall make a Ten Thousand and 00/100 Dollar (\$10,000.00) payment to a community organization/agency of choice upon ribbon cutting of the Project.

**Exhibit C**  
**Insurance Coverage[JS9]**

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

1) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, property damage (including loss of use thereof), and sudden and accidental pollution arising out of Applicant's operations of the Project with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each occurrence, and \$1,000,000 general aggregate;

2) Property Insurance covering loss or damage to the Project, which shall be written on an "all risks" of direct physical loss or damage basis for the full replacement cost value (except for coverages sub-limited under this policy). Coverage shall include fire and other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion;

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

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

**Exhibit D**  
**Recorded Memorandum of Lease**  
[To be attached]

[FORM OF MEMORANDUM]

PREPARED BY AND RETURN TO:

GPIN: \_\_\_\_\_

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

**MEMORANDUM OF ENERGY STORAGE PROJECT  
SITING AGREEMENT**

This Memorandum of Energy Storage Project Siting Agreement (this “Memorandum”), dated and effective as of \_\_\_\_\_, 20\_\_\_\_, is made by and between the Nelson County, Virginia, a municipal corporation of the Commonwealth of Virginia (the “County”) and [Colleen VA BESS 1 LLC], a Delaware limited liability company (“Applicant”), with regard to the following:

Siting Agreement. The County and Applicant are parties to that Energy Storage Project Siting Agreement, dated \_\_\_\_\_ (the “Siting Agreement”), which describes the intent of Applicant to develop, install, build, and operate an energy storage project facility (“Project”) on those certain parcels of land identified as GPIN(s) 66-A-36 (the “Property”).

Authorization. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Nelson County Board of Supervisors (“Board of Supervisors”) on \_\_\_\_\_.

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

Obligations. The Siting Agreement sets forth, inter alia, certain obligations of the Applicant to make certain payments to the County.

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

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

WITNESS the following signatures and seals:

NELSON COUNTY, VIRGINIA

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

Name: \_\_\_\_\_

Title[JS10]: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,  
COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Memorandum was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Nelson County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_



COLLEEN VA BESS 1 LLC,  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

COMMONWEALTH OF VIRGINIA

COUNTY OF \_\_\_\_\_

The foregoing Memorandum was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ [title], on behalf of COLLEEN VA BESS 1 LLC.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

## ENERGY STORAGE PROJECT SITING AGREEMENT

This Energy Storage Project Siting Agreement (“Agreement”), dated as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), is by and between Nelson County, VA, a municipal corporation of the Commonwealth of Virginia (“County”) and Piney River VA BESS 1 LLC, a Delaware limited liability company (“Applicant”). The County and Applicant are herein each a “Party” and collectively, the “Parties”.

### RECITALS

A. The Applicant has a right to lease certain parcels of land in the County consisting of \_\_\_\_ acres, identified as GPIN(s) 64-A-231C, and more fully described on the Concept Plan attached hereto as **Exhibit A** (collectively, “Property”).

B. The Applicant intends to develop, install, build, and operate an energy storage project, as defined by Virginia Code Section 15.2-2316.6, with an aggregate energy capacity of 4 MW on the Property (“Project”).

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

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

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

F. On March 25<sup>th</sup>, 2025, the Applicant gave written notice to the County pursuant to Virginia Code § 15.2-2316.7(A) of Applicant’s intent to locate the Project in the County and requested a meeting to discuss and negotiate a Siting Agreement.

G. After negotiation between the County and the Applicant, the Parties desire to enter into this Agreement so the Applicant can make a voluntary payment to the County above and beyond its tax obligations (“Capital Payment”), as a meaningful way to be a community partner, and to mitigate certain potential impacts of the Project, and to provide financial compensation to the County to address capital needs set out in (a) the County’s capital improvement plan, (b) the County’s current fiscal budget, or (c) the County’s fiscal fund

balance policy; and to help the County achieve its goals toward deployment of broadband, all as permitted by Virginia Code § 15.2-2316.7(B).

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

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

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

### **Article I**

#### **Project Features, Conditions, Valuation, Enforcement, and Mitigation**

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

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

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

4. **Annual Valuation of Real Property.** Applicant agrees to provide County and the [redacted] [JS1] (“Assessor”) with current copies of any real property lease agreements for the Property associated with the Project. Applicant may identify any information deemed confidential tax information or proprietary/trade secrets and may request that it be maintained by the County in a confidential basis for that reason, and that the Nelson

County Commissioner of the Revenue (“Commissioner”) accord it protection in accordance with Virginia Code §58.1-3. However, for any such leases, Applicant shall at the minimum provide the annual lease payment amounts for each parcel being leased for the Project. Thereafter, should the payment terms be amended in any such lease agreements, the Applicant shall forthwith provide such information to the County and the Assessor. Applicant further agrees to include as a condition in any agreements transferring ownership of the Project entered into by Applicant a requirement that any successor in interest shall provide such information to the County and the Assessor.

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

**6. Decommissioning.** Unless the Applicant has elected to abandon the Project in place following a termination of the ESSA arising out of a default by the County as described in Section 11[JS2](B)(ii) of the ESSA, Applicant shall remove and decommission the Project in accordance with Section 3.4 [JS3] of the Lease. Pursuant to Section 3.4 of the Lease, Applicant shall have six (6) months following the expiration of the Lease or the earlier termination of the Lease during which to decommission and remove the Project from the leased area of the Property. During the decommissioning term, Applicant shall restore and landscape the lease area of the Property to substantially their condition as they existed immediately prior to the Effective Date.

**7. Right of Entry for Enforcement.** Applicant and the County acknowledge and agree that the County, its personnel and duly authorized agents shall have the express right of

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

## **Article II** **Capital Payment**

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

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

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

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

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

**Article III**  
**Emergency Response Training**

**1. Emergency Resources.** The Applicant will pay directly for any specialized training the County and the Applicant mutually determine is necessary to prepare for responding to a fire or similar event at the Project. Such training is to be provided by a fire safety expert and include at a minimum Emergency Response Training and an Emergency Response Plan. In regard to the Emergency Response Plan, Applicant is working with the local fire department on the creation and implementation of the Emergency Response Plan.

**Article IV**  
**Compliance, Permits and Approvals**

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

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

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

legislative function in favor of the Applicant.

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

## **Article V** **Miscellaneous Terms**

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

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

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

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

**5. Memorandum of Agreement.** A memorandum of this Agreement, in a form acceptable to the County Attorney, shall be recorded in the land records of the Clerk's Office of the Nelson County Circuit Court[JS4]. Such recordation shall be at the Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses not to develop the Project, in its sole discretion, the County shall execute a release of the memorandum filed in the aforementioned Clerk's Office.

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

**COUNTY[JS5]**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**APPLICANT**

Piney River VA BESS 1 LLC  
c/o Lightshift Energy  
1201 Wilson Blvd, 27<sup>th</sup> Floor  
Arlington, VA 22209  
Attn: Rory Jones and Michael Herbert

Copy to:  
Delorean Power LLC dba Lightshift Energy  
1201 Wilson Boulevard, 25<sup>th</sup> Floor  
Arlington, Virginia 22209  
Attn: General Counsel

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

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



or any such suit, action, or proceeding in such court and (2) any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

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

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

**10. Entire Agreement.** This Agreement and its exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral,

between the Parties with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by the Parties. All exhibits to this Agreement are expressly incorporated into this Agreement by reference.

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

**12. Insurance.** The Applicant will obtain and maintain all insurance coverage required by applicable law. Pursuant to Section 14.1[JS6] of the ESSA, Applicant shall obtain and maintain the insurance coverages attached hereto as **Exhibit C**.

**13. Default.**

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

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

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

d. If the County terminates this Agreement as provided herein, the Applicant shall cease operations at the Project and commence decommissioning the Project in accordance with Section 3.[JS7]4 of the Lease.

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

#### **14. Force Majeure.**

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

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

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

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

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

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

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

B. Neither Party will be in breach of its obligations under this Agreement or incur

any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

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

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

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

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

(iii) comply with its obligations under this Agreement.

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

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

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

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

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

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

*[signature page follows]*

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

**PINEY RIVER VA BESS 1 LLC**

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

Name: \_\_\_\_\_

Title: Authorized Signatory

**NELSON COUNTY, VIRGINIA**

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

Name: \_\_\_\_\_

Title[JS8]: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
County Attorney or designee

## Exhibit A Concept Plan



**Exhibit B**  
**Capital Payment**

**Capital Payment to County: A one-time payment of Eight Thousand and 00/100 Dollars (\$8,000)** to be paid to the County by Applicant within thirty (30) days of the Commercial Operations Date. Tenant shall make a Ten Thousand and 00/100 Dollar (\$10,000.00) payment to a community organization/agency of choice upon ribbon cutting of the Project.



**Exhibit C**  
**Insurance Coverage[JS9]**

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

1) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, property damage (including loss of use thereof), and sudden and accidental pollution arising out of Applicant's operations of the Project with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): \$1,000,000 each occurrence, and \$1,000,000 general aggregate;

2) Property Insurance covering loss or damage to the Project, which shall be written on an "all risks" of direct physical loss or damage basis for the full replacement cost value (except for coverages sub-limited under this policy). Coverage shall include fire and other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion;

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

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

**Exhibit D**  
**Recorded Memorandum of Lease**  
[To be attached]

[FORM OF MEMORANDUM]

PREPARED BY AND RETURN TO:

GPIN: \_\_\_\_\_

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

**MEMORANDUM OF ENERGY STORAGE PROJECT  
SITING AGREEMENT**

This Memorandum of Energy Storage Project Siting Agreement (this “Memorandum”), dated and effective as of \_\_\_\_\_, 20\_\_\_\_, is made by and between the Nelson County, Virginia, a municipal corporation of the Commonwealth of Virginia (the “County”) and [Piney River VA BESS 1 LLC], a Delaware limited liability company (“Applicant”), with regard to the following:

Siting Agreement. The County and Applicant are parties to that Energy Storage Project Siting Agreement, dated \_\_\_\_\_ (the “Siting Agreement”), which describes the intent of Applicant to develop, install, build, and operate an energy storage project facility (“Project”) on those certain parcels of land identified as GPIN(s) 64-A-231C (the “Property”).

Authorization. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Nelson County Board of Supervisors (“Board of Supervisors”) on \_\_\_\_\_.

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

Obligations. The Siting Agreement sets forth, inter alia, certain obligations of the Applicant to make certain payments to the County.

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

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

WITNESS the following signatures and seals:

NELSON COUNTY, VIRGINIA

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

Name: \_\_\_\_\_

Title[JS10]: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA,  
COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Memorandum was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Nelson County, Virginia.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

PINEY RIVER VA BESS 1 LLC,  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: Authorized Signatory

COMMONWEALTH OF VIRGINIA

COUNTY OF \_\_\_\_\_

The foregoing Memorandum was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ [title], on behalf of PINEY RIVER VA BESS 1 LLC.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

Code of Virginia  
Title 15.2. Counties, Cities and Towns  
Subtitle II. Powers of Local Government  
Chapter 22. Planning, Subdivision of Land and Zoning  
Article 7.3. Siting of Solar Projects and Energy Storage Projects

## § 15.2-2316.6. Definitions

As used in this article, unless the context requires a different meaning:

"Energy storage facilities" means the energy storage equipment and technology within an energy storage project that is capable of absorbing energy, storing such energy for a period of time, and redelivering such energy after it has been stored.

"Energy storage project" means the energy storage facilities within the project site.

"Host locality" means any locality within the jurisdictional boundaries of which construction of a commercial solar project or an energy storage project is proposed.

"Solar facilities" means commercial solar photovoltaic (electric energy) generation facilities.

"Solar facilities" does not include any solar project that is (i) described in § 56-594, 56-594.01, 56-594.02, or 56-594.2, or (ii) five megawatts or less.

"Solar project" means the solar facilities, subject to this chapter, that are within the project site.

2020, c. 802;2021, Sp. Sess. I, cc. 57, 58.

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.

Code of Virginia

Title 15.2. Counties, Cities and Towns

Subtitle II. Powers of Local Government

Chapter 22. Planning, Subdivision of Land and Zoning

Article 7.3. Siting of Solar Projects and Energy Storage Projects

## § 15.2-2316.7. Negotiations; siting agreement

A. Any applicant for a solar project or an energy storage project shall give to the host locality written notice of the applicant's intent to locate in such locality and request a meeting. Such applicant shall meet, discuss, and negotiate a siting agreement with such locality.

B. The siting agreement may include terms and conditions, including (i) mitigation of any impacts of such solar project or energy storage project; (ii) financial compensation to the host locality to address capital needs set out in the (a) capital improvement plan adopted by the host locality, (b) current fiscal budget of the host locality, or (c) fiscal fund balance policy adopted by the host locality; or (iii) assistance by the applicant in the deployment of broadband, as defined in § 56-585.1:9, in such locality.

2020, c. 802;2021, Sp. Sess. I, cc. 57, 58.

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.

Code of Virginia  
Title 15.2. Counties, Cities and Towns  
Subtitle II. Powers of Local Government  
Chapter 22. Planning, Subdivision of Land and Zoning  
Article 7.3. Siting of Solar Projects and Energy Storage Projects

## § 15.2-2316.8. Powers of host localities

A. The governing body of a host locality shall have the power to:

1. Hire and pay consultants and other experts on behalf of the host locality in matters pertaining to the siting of a solar project or energy storage project;
2. Meet, discuss, and negotiate a siting agreement with an applicant; and
3. Enter into a siting agreement with an applicant that is binding upon the governing body of the host locality and enforceable against it and future governing bodies of the host locality in any court of competent jurisdiction by signing a siting agreement pursuant to this article. Such contract may be assignable at the parties' option.

B. If the parties to the siting agreement agree upon the terms and conditions of a siting agreement, the host locality shall schedule a public hearing, pursuant to subsection A of § [15.2-2204](#), for the purpose of consideration of such siting agreement. If a majority of a quorum of the members of the governing body present at such public hearing approve of such siting agreement, the siting agreement shall be executed by the signatures of (i) the chief executive officer of the host locality and (ii) the applicant or the applicant's authorized agent. The siting agreement shall continue in effect until it is amended, revoked, or suspended.

2020, c. [802](#);2021, Sp. Sess. I, cc. [57](#), [58](#).

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.



Code of Virginia  
Title 15.2. Counties, Cities and Towns  
Subtitle II. Powers of Local Government  
Chapter 22. Planning, Subdivision of Land and Zoning  
Article 7.3. Siting of Solar Projects and Energy Storage Projects

## § 15.2-2316.9. Effect of executed siting agreement; land use approval

A. Nothing in this article shall be construed to exempt an applicant from any other applicable requirements to obtain approvals and permits under federal, state, or local ordinances and regulations. An applicant may file for appropriate land use approvals for the solar project or energy storage project, as applicable, under the regulations and ordinances of the host locality at or after the time the applicant submits its notice of intent to site a solar project or energy storage project as set forth in subsection A of § 15.2-2316.7.

B. Nothing in this article shall affect the authority of the host locality to enforce its ordinances and regulations to the extent that they are not inconsistent with the terms and conditions of the siting agreement.

C. Approval of a siting agreement by the local governing body in accordance with subsection B of § 15.2-2316.8 shall deem the solar project or energy storage project to be substantially in accord with the comprehensive plan of the host locality, thereby satisfying the requirements of § 15.2-2232.

D. The failure of an applicant and the governing body to enter into a siting agreement may be a factor in the decision of the governing body in the consideration of any land use approvals for a solar project or energy storage project, but shall not be the sole reason for a denial of such land use approvals.

2020, c. 802;2021, Sp. Sess. I, cc. 57, 58.


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.

# October 14, 2025 Board of Supervisors Meeting Agenda Item VI.

Department of Historic Resources (DHR)  
Historic District Survey and Planning Grant

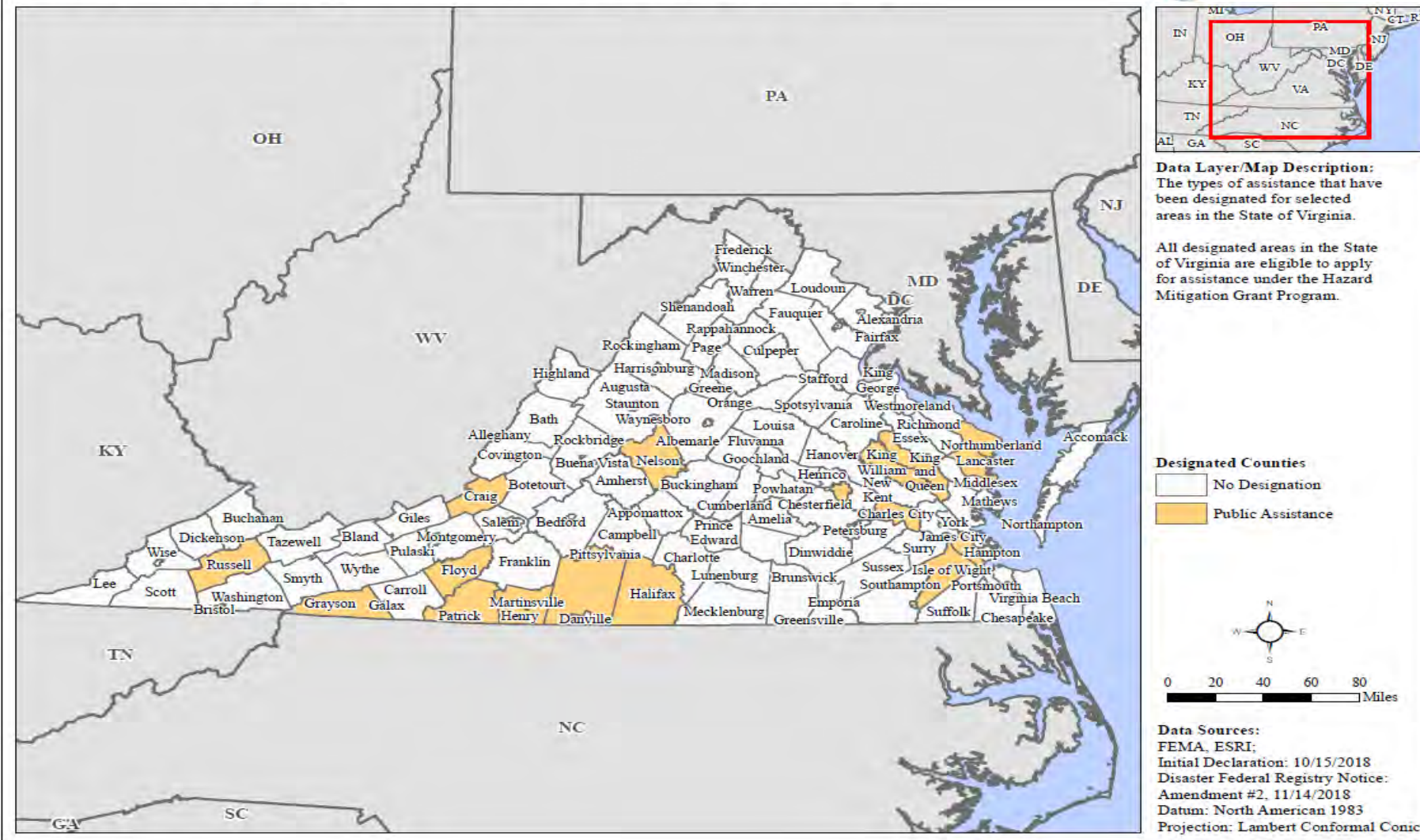


# Department of Historic Resources (DHR) Historic District Survey and Planning Grant

- \$330,000 in Emergency Supplemental Historic Preservation (ESHPF) Funds associated with 2018 hurricanes Florence and Michael is available for Survey and Planning projects
  - Funding eligibility is limited to localities, tribal governments, or nonprofits in the 52 counties and cities in Virginia identified in FEMA Major Declaration 4401(Florence) and 4411(Michael)
  - Nelson County is eligible under FEMA-4401 Virginia Declaration as of 11/14/2018 related to hurricane Florence
- 

# Department of Historic Resources (DHR) Historic District Survey and Planning Grant

## FEMA-4401-DR, Virginia Disaster Declaration as of 11/14/2018







# Department of Historic Resources (DHR) Historic District Survey and Planning Grant

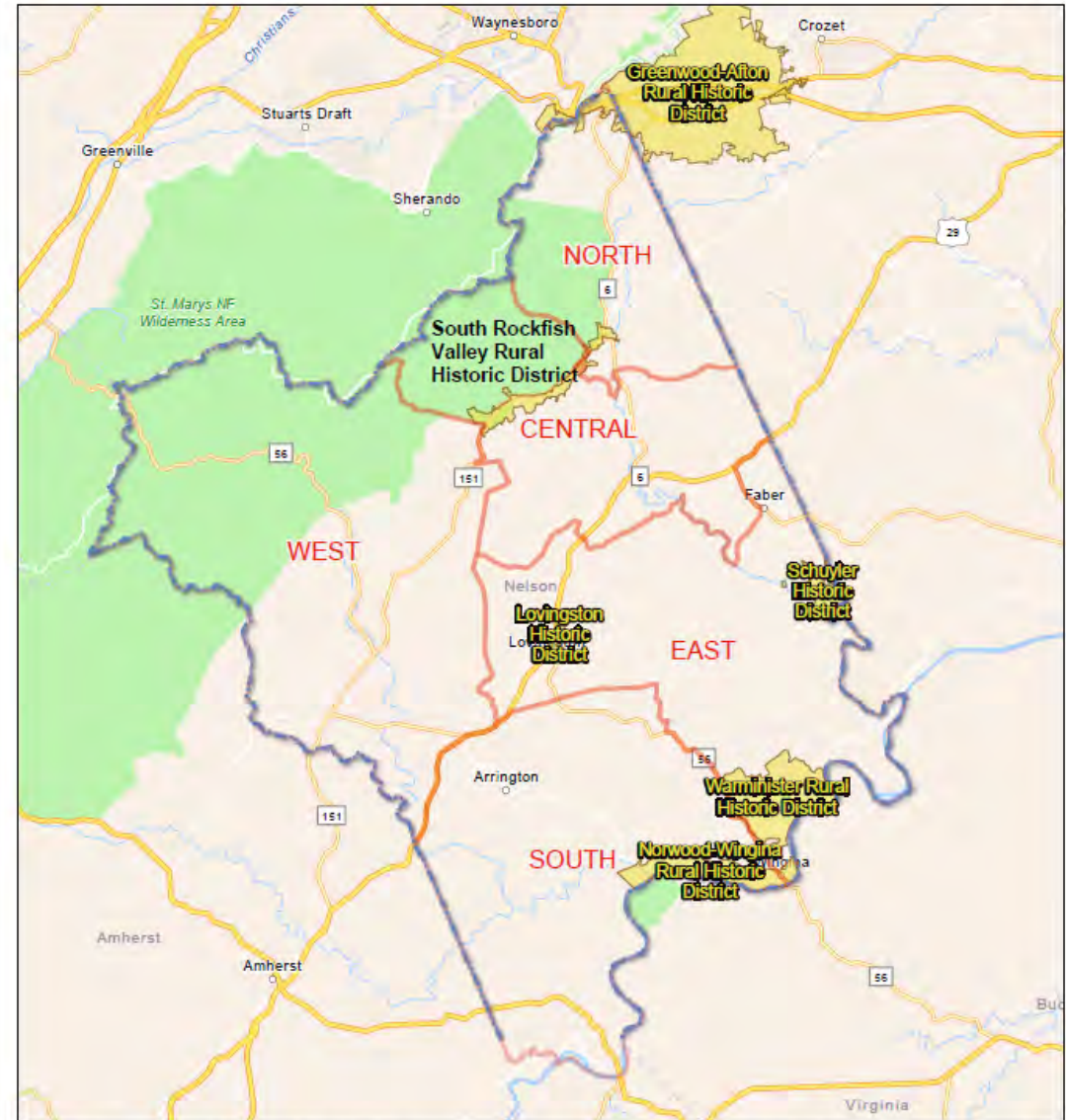
- **Eligible Activities and Project Priorities:** Eligible projects encompass survey and planning activities and the protection of historic resources through identification, documentation, evaluation, National Register of Historic Places nominations or nomination updates, and preservation planning activities consistent with the responsible stewardship of historic resources.
- **Project Management:** DHR will assume responsibility for procurement and contract administration and will ensure that project documentation is completed to state or federal requirements. DHR will be responsible for procuring the services of qualified professionals who meet the standards for professional qualifications as specified by the U.S. Secretary of the Interior.
- **Applicant Contribution:** **Selected projects will be fully funded by the ESHPF Grant Program.** The applicant will assume responsibility for notifying local residents and property owners about the project and arranging any necessary community meetings for the project.
- **Project Timelines:** Applications are due by 5:00 pm ET on November 7th, 2025 and projects must be complete by March 2027.

## Seven (7) Established Historic Districts:

- Greenwood-Afton Rural Historic District
- South Rockfish Valley Rural Historic District
- Lovington Historic District
- **NEW** Shipman Historic District (Not Yet Shown in GIS)
- Schuyler Historic District
- Warminster Rural Historic District
- Norwood-Wingina Rural Historic District

Nelson County Property Map

1" = 24,128'



THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Site-specific information is best obtained after an onsite visit by a competent professional.

Nelson County, Virginia

- Election Districts
- Historic Districts



# Requested Board Action

- Authorize staff submittal of an application for funding under the Emergency Supplemental Historic Preservation Fund (ESHPPF) grant program for survey and planning activities related to establishing a **Gladstone Rural Historic District**.
- **Draft Motion:** *"I move that the Board authorize staff submittal of an application for funding under the Emergency Supplemental Historic Preservation Fund (ESHPPF) grant program for survey and planning activities related to establishing a Gladstone Rural Historic District."*



To: Board of Supervisors  
 From: C. McGarry  
 Re: County Administrator's Report for October 14, 2025 Board Meeting

- A. DSS Building Project:** Coleman-Adams began hazardous material abatement the week of October 6<sup>th</sup> and demolition of the existing building is to occur mid-October to November, with site work to follow. Job site protections including fencing will be erected by Coleman-Adams to protect the site from foot traffic in the area during construction.

**B. Department of Social Services CPS Data & Agency Corrective Action Plan:**

Agency CPS Referral Data for September is comparable to that of August and is shown below:

**Total Referrals Received = 18**

Validated = 13 (data discrepancy noted)

Screened out = 5

Percentage Validated = 72%

Percentage Screened Out = 28%

**Results of Referrals Validated:**

Investigations = 4

Family Assessments = 8

Percentage Investigations = 31%

Percentage Family Assessments = 62%

The Agency is continuing to work with VDSS in working through its Corrective Action Plan; the last review on September 25<sup>th</sup> showed the agency "making great progress in all programs" per the VDSS practice consultants. The next review is scheduled for October 23<sup>rd</sup>.

- CPS: Significant progress is shown in closing older CPS referrals with 30 open as of 9/22 and only 6 indicated as overdue. Staff is working through systems data entry challenges in COMPASS and OASIS that correlate with data measurement in the Safe Measures system so that case data entered is accurately reflecting the case work that is occurring. More training will be provided by VDSS. Staff will be working to improve entry of Safety Assessment entry timelines. Coordination with NCSO, CA, and MDT on cases is where it should be.
- Foster Care/Permanency: As of 9/22, 18 youth were in care. Staff is working to increase system documentation of monthly worker visits in the child's current residence- as of 9/22 50% of the 18 had been documented in the system. The 5 youth in care that have a goal of re-unification had 100% documentation and 92.9% of cases were current on physical exams; with 35.7% current on dental exams.
- In-Home Services: Face to face contacts with In-Home Services cases and Family Support Cases and In-Home Service Plan status data entry issues have caused data to be unreflective of visits and plans that have been done. Allison will check on these and data entry corrections will be made. Staff will be working on increasing Family Partnership Meetings for all programs.

Recruitment for a Director is ongoing; VDSS staff are conducting the second level of applicant screenings now and local recruitment for a Family Services Supervisor, Foster Care Worker, and Administrative Coordinator II is in process. Todd Viers has been named the new VDSS Piedmont Region, Regional Director replacing Tracie Brewster, who has taken a new role in VDSS.

The local DSS Advisory Board has been advertised and applications are being taken. Applications received to date will be presented to the Board under Appointments.

- C. Space Needs Follow Up: No Change -** Staff is following up as directed at the August 26<sup>th</sup> continued meeting, to collect information on 400 Front Street and The Nelson Center for consideration as possible solutions for the relocation of non-court related offices from the Courthouse. Some, but not all information requested has been made available.
- D. Christmas Lights:** Amanda Spivey and Jeff Brantley met with Galen Creekmore and Jay Palmer from CVEC on 9/30 to discuss the Christmas lights in Nellysford. CVEC is in the process of evaluating the 13 light poles to determine what is needed to upgrade the receptacles. The needed replacements would be completed by CVEC. We are unsure if there is any cost associated with the work at this time, but Mr. Palmer has assured us that if there is any expense involved, they will work to keep the costs down as much as possible. Ms. Spivey has also been in contact with Heather Marks of AEP regarding the lights in Lovingson and Shipman. Ms. Marks is looking into a project for receptacle replacement but she will need all of the pole numbers related to the light



locations. Maintenance staff is working to get a full list of pole numbers for the Lovington and Shipman light poles. Once we have the pole numbers submitted to AEP, they will be able to put together more information on the replacement. In the meantime, a work order has been issued to evaluate all of the Christmas lights for Lovington, Shipman and Nellysford with plans to go ahead and replace any broken bulbs so that the fixtures are ready to be placed when the pole work is complete. We are making every effort to have the lights in place for the holiday season. At this time, adding additional locations is not feasible for this season. Should any business or homeowner wish to purchase a light for installation on a streetlight pole, we recommend that they work directly through their electricity provider to discuss placement on a utility pole and any needed electrical service.

**E. NCCDF Family Assistance Program/Roseland Duplex:**

**Family Assistance Program:** Ms. Claire has reported that as of September 26<sup>th</sup> - YTD, they have had 37 requests for \$17,350 in assistance with 15 assistance payments of \$6,717 made (an average payment of \$444.83 of the \$500 per application limit).

**Roseland Duplex:** As of September 26<sup>th</sup>, the wells have been dug, footers inspected, and block for the foundations has been delivered. Buildings will arrive at the end of October. Fundraising to complete the funding needed for the project is ongoing.

**F. Wild Rose Solar Project Status:** Wild Rose Solar (Savion Energy) is scheduled to provide a more in-depth project update at the Board's December 9<sup>th</sup> regular meeting.

Certificate of Public Convenience and Necessity (CPCN): In progress; this was filed back in July, the notice will be published in the local newspaper before October 31st, and the public comment period will be open until December 5th. This permit is limited to our road crossings.

Permit by Rule(PBR): Approved by DEQ

Interconnection: Received Phase III Interconnection results, Interconnection Agreement will be signed by end of November.

Current Project Schedule: No change to the anticipated schedule. Start of Construction: June 2027, Commercial Operation: September 2028

**G. County Investment of Funds:** Ms. Hull has provided the following investment information for County funds of \$23,258,237.10. This balance varies depending on cyclical cash flows at the time. Cash flow will increase with the December property tax billing, increasing the County funds invested.

Investment Account	Amount	Interest Rates
County of Nelson Max Sweep (combined general operating and Money Market)	\$4,866,076.05	2.96%
Virginia Local Government Investment Pool ( LGIP)	\$48,708.47	4.44%
VIP Stable Nav Liquidity pool	\$7,138,108.80	4.41%
Multi-Bank Securities Inc. Fixes income Account- These are CD's that have different interest rates	\$3,217,152.83	Ranges from 3.5% to 4.97%
Virginia Municipal Investment Trust	\$7,988,190.95	4.48%

**H. FY2026/2027 Budget Prep:** Finance staff is issuing the FY26/27 budget forms to both external Agencies and County Departments for return by mid-November. This includes updating of the 5 year CIP for consideration by the Board. Staff would like to schedule a work session with the Board for some time in early December that could encompass review of our updated debt capacity with Davenport, consideration of the CIP, and pre-budget discussion including a draft calendar for review. Ideally, a work session on the Larkin water studies would occur prior to discussion of the overall CIP.

- I. Meals and Lodging Tax Collection & Lodging Entity Tracking:** See Attached Charts - # of Lodging Units went from 824 to 820. Economic Development/Tourism, IT, and Planning/Zoning staff are vetting short term rental software platforms for purchase, with Economic Development staff to be the primary user for tracking purposes. A selection of the software platform will likely be made in the next week or so.
- J. Staff Reports:** Department and office reports for August/September have been provided.

**Nelson DSS Data for August 2025**

Total Referrals Received = 23

Validated = 15

Screened out = 8

Percentage Validated = 65%

Percentage Screened Out = 35%

**Nelson DSS Data for August 2025**

Investigations = 4

Family Assessments = 11

Percentage Investigations = 27%

Percentage Family Assessments = 73%

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**Nelson Data for September 2025**

Total Referrals Received = 18

Validated = 13 (data discrepancy noted)

Screened out = 5

Percentage Validated = 72%

Percentage Screened Out = 28%

**Nelson Data for September 2025**

Investigations = 4

Family Assessments = 8

Percentage Investigations = 31%

Percentage Family Assessments = 62%

## **SFY2024**

### **Nelson SFY2024 Data**

Percentage Validated = 26%

Percentage Screened Out = 74%

Percentage Investigations = 0%

Percentage Family Assessments = 90%

### **Piedmont Region SFY2024**

Percentage Validated = 42%

Percentage Screened Out = 58%

Percentage Investigations = 19%

Percentage Family Assessments = 78%

### **Statewide SFY2024**

Percentage Validated = 39%

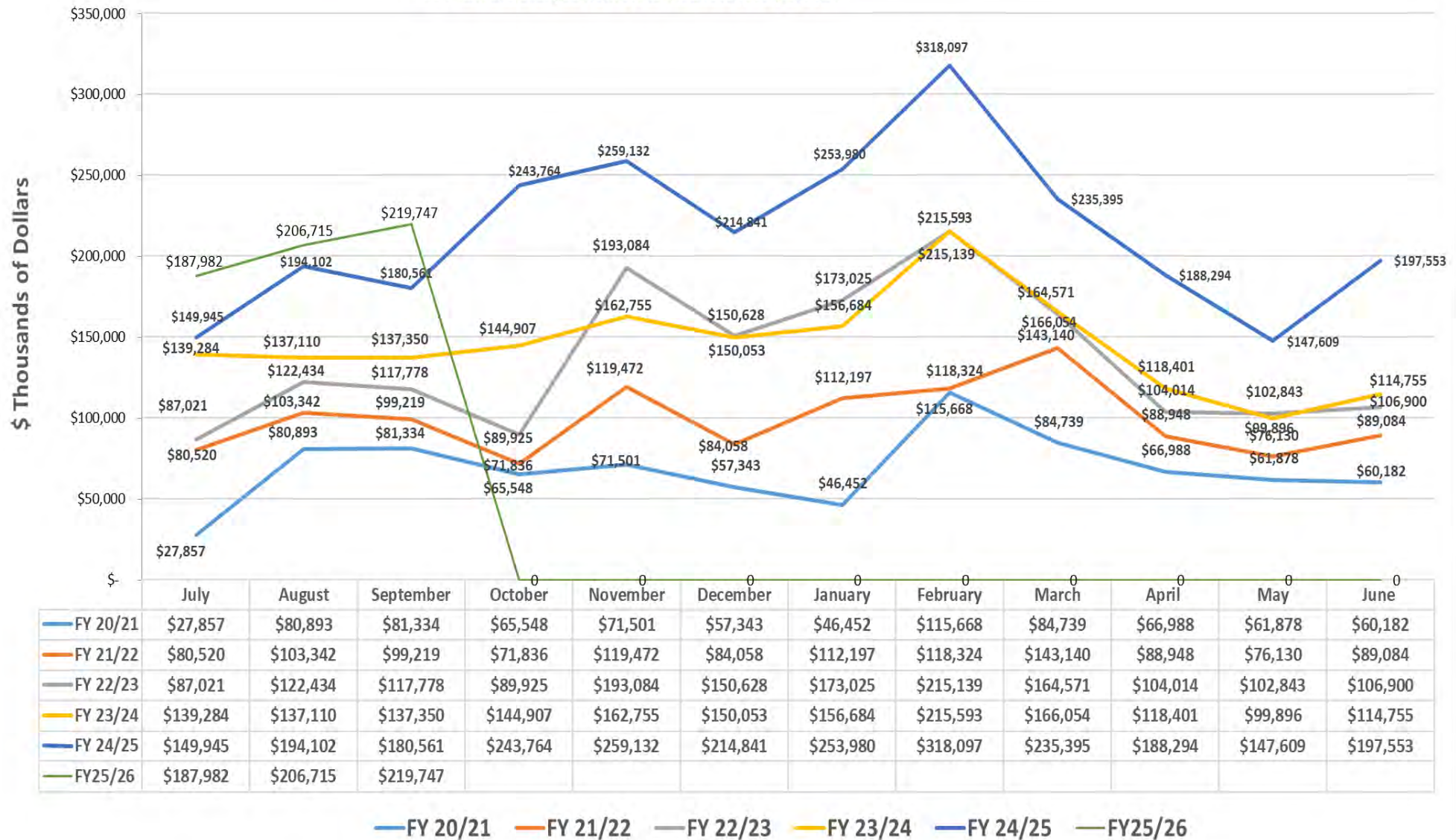
Percentage Screened Out = 61%

Percentage Investigations = 24%

Percentage Family Assessments = 74%

### Transient Occupancy Tax Collection - Monthly Trend By Fiscal Year

\*\* TOT Tax Rate Changed from 5% to 7% Effective July 1, 2024

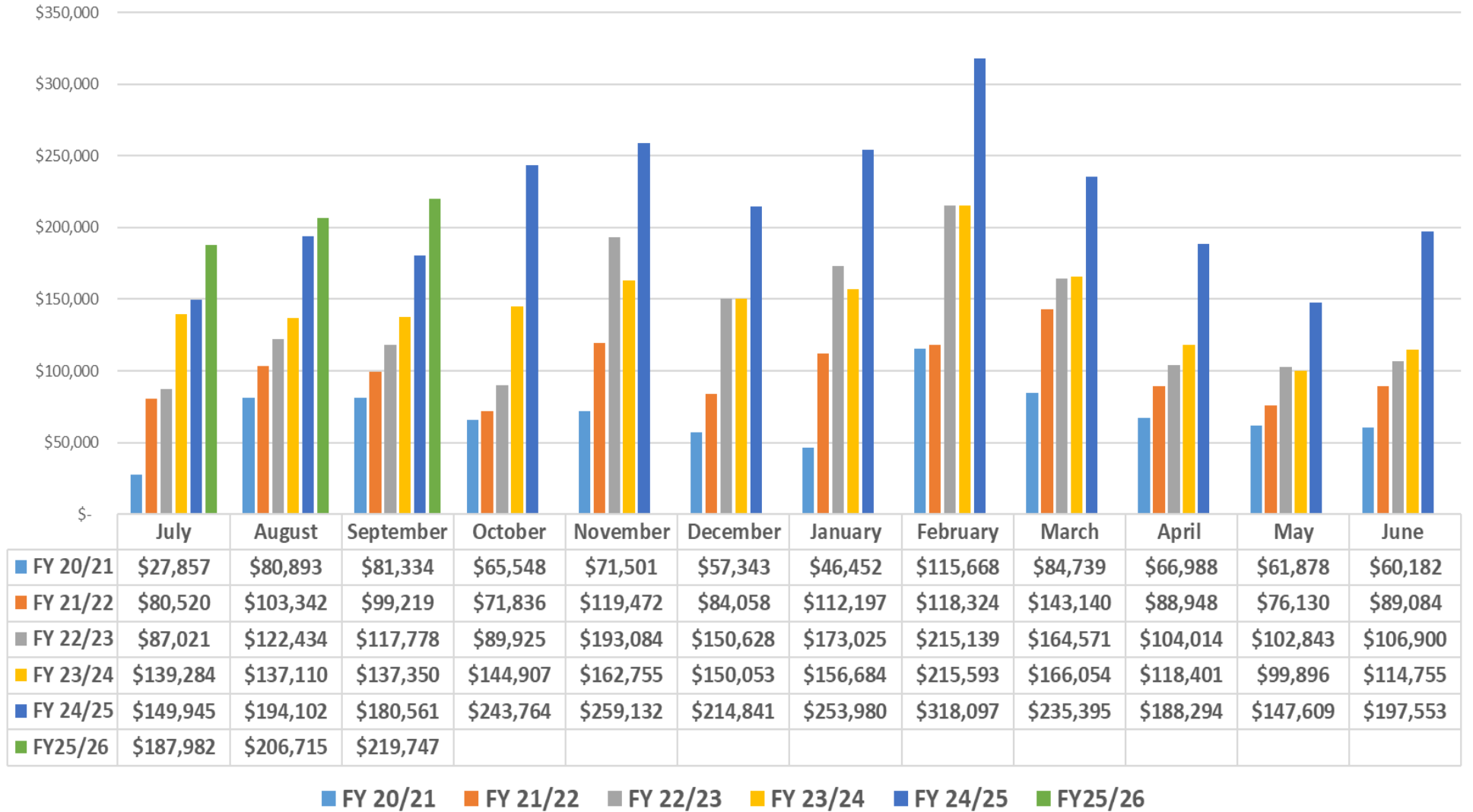


## September 2025 Collection – October 14, 2025 BOS Report

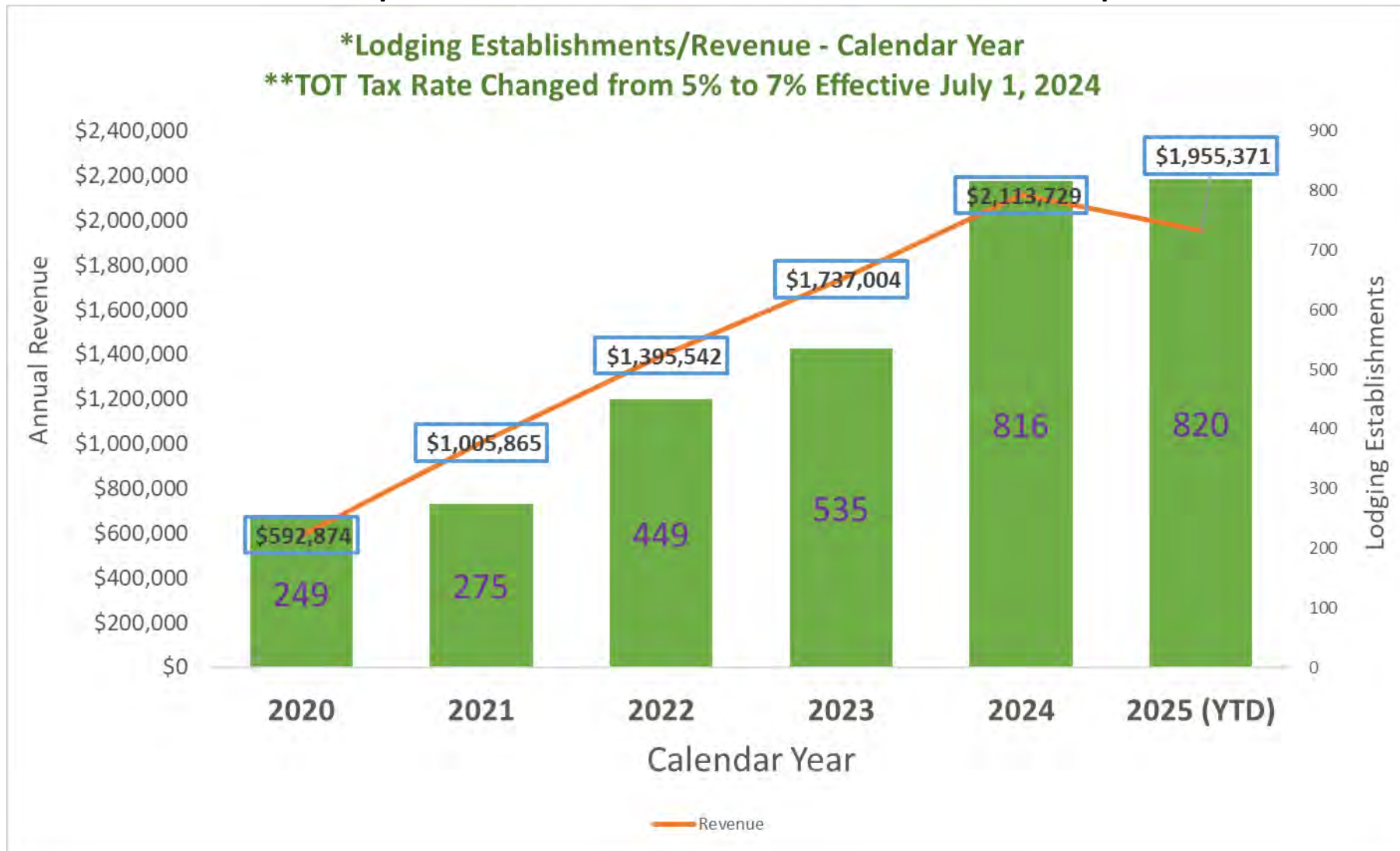
### Transient Occupancy Tax Collection by Month and Fiscal Year

\*Amounts Shown Reflect Payments for Prior Month(s) Tax Levy

\*\* TOT Tax Rate Changed from 5% to 7% Effective July 1, 2024



## September 2025 Collection – October 14, 2025 BOS Report



\*Lodging Establishments is the number of businesses who are registered with the Commissioner of the Revenue for lodging in Nelson County. The number includes businesses who may have multiple properties who remit for all units with one payment. Some businesses remit their taxes quarterly, and due to their start date, may not be on a January-March-June-September schedule. Many businesses utilize services such as AirBnB who remit on their behalf and by State Code, these revenues are only to be disclosed in aggregate; no personal information can be shared (55.1-1209).



## September 2025 Collection – October 14, 2025 BOS Report

### Meals Tax Collection - Monthly Trend By Fiscal Year

\*Amounts Shown Reflect Payments for Prior Month(s) Tax Levy

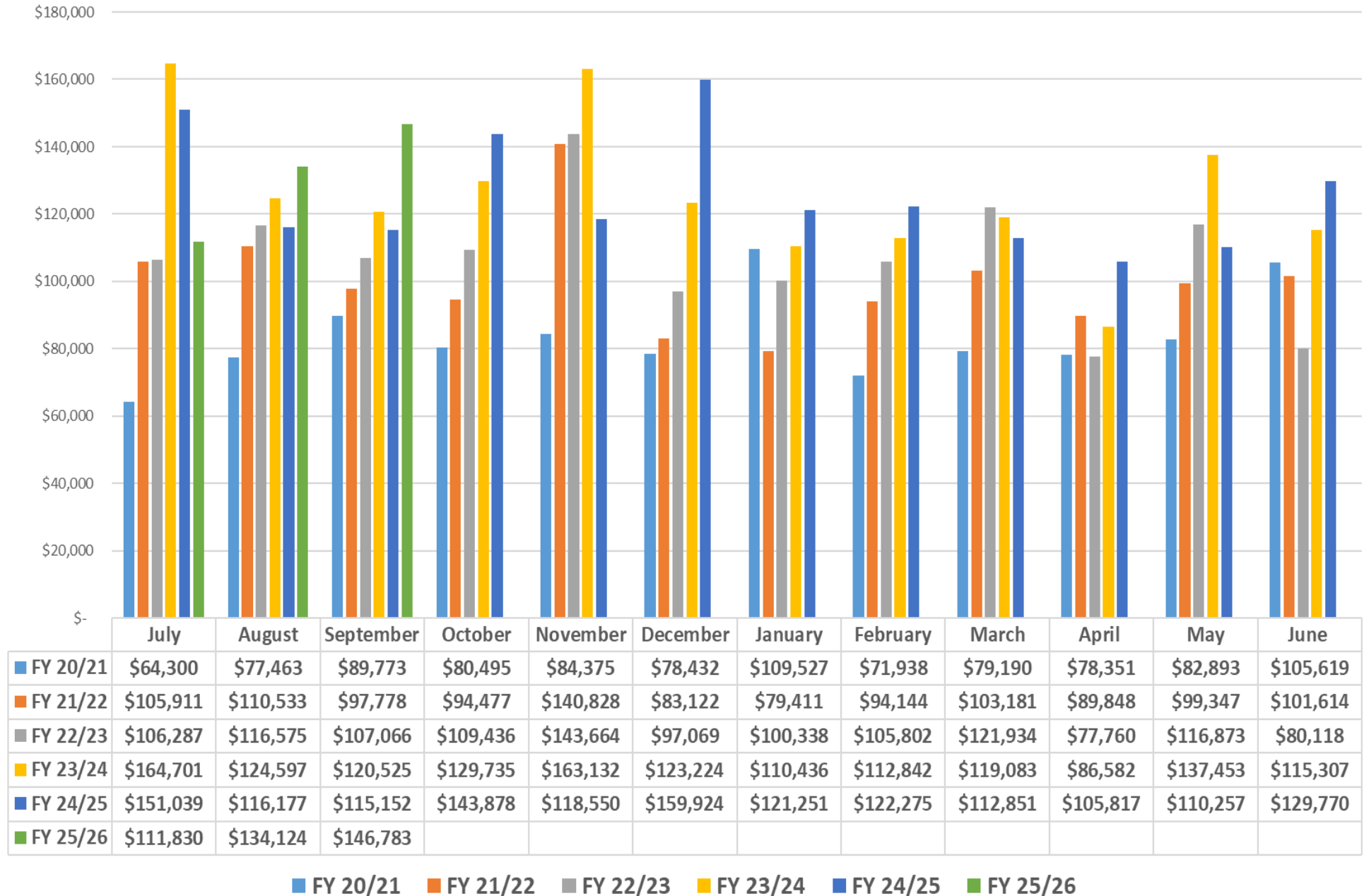




## September 2025 Collection – October 14, 2025 BOS Report

### Meals Tax Collection by Month and Fiscal Year

\*Amounts Shown Reflect Payments for Prior Month(s) Tax Levy



<b><u>Board/Commission</u></b>	<b><u>Term Expiring</u></b>	<b><u>Term &amp; Limit Y/N</u></b>	<b><u>Incumbent</u></b>	<b><u>Re-appointment</u></b>	<b><u>Applicant(s)</u></b>
Board of Zoning Appeals	11/10/2025	5 year term/No term limit	Shelby Bruguere	Y	Shelby Bruguere
N.C. Social Services Advisory Board - new Board		Staggered Terms/2 term limit			Sue Woodson - Central Laura Wert - East
					Katherine Baron-Stump - South
					Mary Cunningham - North
					Jennifer Blodgett - Out of County
Board of Equalization	12/30/2026	1 Year Term/No Term limit			R. Carlton Ballowe
					James Clinton Bibb
					Thomas Nelson Jr.
<b>(2) Existing Vacancies:</b>					
<b><u>Board/Commission</u></b>	<b><u>Term Expiration</u></b>	<b><u>Term &amp; Limit Y/N</u></b>	<b><u>Incumbent</u></b>	<b><u>Re-appointment</u></b>	<b><u>Applicant(s)</u></b>
Board of Zoning Appeals	3/30/2025	5 year term/No limits	Mary Cunningham	N	Advertising
N.C. Library Committee - South District	6/30/2025	4 year term/No limits	Jean B. Holliday	N	Advertising
Thomas Jefferson Area Community Criminal Justice Board	6/30/2026	3 years/2 term limit	Mark Stapleton	N - resigned	Advertising
Ag & Forestal District Advisory Committee - landowner	5/13/2027	4 year term/3 term limit	Mary Cunningham	N - resigned	Advertising

BOARD OF ZONING APPEALS  
Board Appoints & Recommends Certification by the Circuit Court

<u>Name &amp; Address</u>	<u>Term Expiration Date</u>
Angela Jones 148 Miles Lane Faber, VA 22938 H 434-995-9441 <a href="mailto:ajjones9267@gmail.com">ajjones9267@gmail.com</a>	November 11, 2026
Carole Saunders 1610 Wilson Hill Rd. Arrington, VA 22922 H (434) 263-4976 <a href="mailto:carolevar@aol.com">carolevar@aol.com</a>	November 9, 2028
W. Jerrold Samford 302 Bellevette Place Arrington, VA 22922 (804) 314-7291 <a href="mailto:jerry.samford@troutman.com">jerry.samford@troutman.com</a>	November 11, 2027
Philippa Proulx (Active PC Member) 950 Avon Road Afton, VA 22920 540-456-6849 <a href="mailto:proulx@lumos.net">proulx@lumos.net</a>	November 1, 2029
Shelby Bruguire 1339 Stoney Creek West Nellysford VA 22958 540-456-6778 (H) <a href="mailto:Shelby@DickieBros.com">Shelby@DickieBros.com</a>	November 10, 2025
VACANT (Alternate)	March 30, 2025

## **BOARD OF ZONING APPEALS**

Board Recommends Appointment to the Circuit Court.

Established: by Article 14 of the Nelson County Code,

Composition: 5 members and an alternate recommended by the BOS and appointed by the Nelson Circuit Court, 1 of which is an active Planning Commission member.

Term of Office: 5 years; No Term Limits

### Summary of Duties:

To hear and decide applications for Special Use Permits where authorized by Ordinance including deciding interpretation of the district map where there is uncertainty as to location or boundary. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to public interest.

### Meetings:

Meetings are held at the call of the Chairman or at such times as a quorum of the board may determine. Members serve on a volunteer basis without pay other than for travel expenses.

NELSON COUNTY SOCIAL SERVICES ADVISORY BOARD

NAME, ADDRESS & PHONE

TERM (DATES TBD.) 4 Years, **2 Term Limit**

– **West District**

Term TBD

Street Address  
City, VA Zip Code  
Phone  
Email Address

– **East District**

Term TBD

Street Address  
City, VA Zip Code  
Phone  
Email Address

- **North District**

Term TBD

Street Address  
City, VA Zip Code  
Phone  
Email Address

– **South District**

Term TBD

Street Address  
City, VA Zip Code  
Phone  
Email Address

– **Central District**

Term TBD

Street Address  
City, VA Zip Code  
Phone  
Email Address

**BOS Liaison**

Term TBD

Street Address  
City, VA Zip Code  
Phone  
Email Address

Candice McGarry – **Local Government Official**  
Ex-Officio Member (non-voting)

Authority: Established by the Code of Virginia §63.2-305.

Membership: 5 to 13 members, with at least one member appointed from each Election District.

Term: 4 Years, Term Dates TBD. **2 term limit**

Summary of Duties: Interests itself in all matters pertaining to the public assistance and social services needed by people of the political subdivision or subdivisions served by the local department; Monitors the formulation and implementation of public assistance and social services programs by the local department; meets with the local government official who constitutes the local board at least four times a year for the purpose of making recommendations on policy matters concerning the local department; prepares an annual report to the governing body concurrent with the budget presentation of the local department, concerning the administration of the public assistance and social services programs; submits to the governing body from time to time, other reports that the advisory board deems appropriate.

Meetings: Meets at least bi-monthly and with the local government official who constitutes the local board at least 4 times per year. A regular meeting schedule and Board chair will be established at the first meeting of the Board.

## NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

Subject: Appointments - Statement of Interest Form

Completing this form is one way to indicate your interest in being considered for appointment to some of the Boards, Commissions and Committees appointed by the Board of Supervisors. All appointments remain at the discretion of the Board of Supervisors.

Please complete and mail this form to:

Nelson County Board of Supervisors  
Attention: Candice W. McGarry, Clerk of Board  
Post Office Box 336  
Lovingsston, VA 22949

or fax to (434) 263-7004 or email [aspivey@nelsoncounty.org](mailto:aspivey@nelsoncounty.org)Date 9/16/25Mr. \_\_\_\_\_ Mrs. \_\_\_\_\_ Ms. \_\_\_\_\_ Dr. ☒Name: Laura West

List a maximum of three (3) Boards on which you are interested in serving.

1. advisory Board OSS
2. \_\_\_\_\_
3. \_\_\_\_\_

Home Address: 490 Lakeview Lane Lovingsston Va 22949Occupation: psychologist Employed by: retiredHome Phone No. [REDACTED] Business Phone No.: \_\_\_\_\_Fax No.: \_\_\_\_\_ E-Mail Address: [REDACTED]Do you live in Nelson County? Yes ☒ No \_\_\_\_\_Are you currently a member of a County Board, Commission, Committee or Authority? Yes \_\_\_\_\_ No ☒

If yes, list the Board(s):

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What talent(s) and/or experience can you bring to the Board(s)?

I work for over 30 years in Richmond Va as a child trained clinical psychologist. In that role, I have worked with OSY + CASA. I have also provided training for the CASA volunteers.

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

I run a large private practice in Richmond and I am familiar with budgeting, teamwork and organizational requirements.

Please use this space for any additional information you would like to provide:

I am in school part-time to become a chaplain/minister. I moved here in 2020 and would like to give back to the community.

A resume or separate sheet with additional information may be included.

#### ATTENDANCE REQUIREMENTS

Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐



**LAURA E. WERT Ph.D.**

P.O. Box 530  
Lovington, VA 22949

**LICENSURE:**

1990 - 2024 Licensed as a Clinical Psychologist by the Virginia Board of Health

**EDUCATION:**

1982 - 1988 Ph.D. Clinical Psychology, University of  
Tennessee, Knoxville (A.P.A. accredited)

1978 - 1982 B.A. History and Honors Psychology; University  
of Richmond; Graduated Summa Cum Laude.  
Elected Phi Beta Kappa Junior Year

**INTERNSHIP:**

1987 - 1988 *Virginia Treatment Center for Children*  
(A.P.A. Approved)

**PROFESSIONAL EMPLOYMENT:**

2020 – 2024 *Private Practice (solo)*  
Provide individual, family, and marital therapy for adults and their  
families. Specialization in families undergoing Divorce.  
100 % virtual sessions.

2002 - 2020 *The Westwood Group – Private Practice*  
Provide individual, family, and marital therapy  
for children, adolescents, adults, and their families.  
Specialization in families undergoing divorce.  
Managing Partner: 2009-2020

1994 - 2024 *Specialized Psychological Services – Co-owner*  
Provide contractual substance abuse services to  
rural underserved populations throughout the state of Virginia

2006 - 2007 *Virginia Commonwealth University – Adjunct Faculty*  
Provide supervision to Clinical Psychology students.

- 1994 - 2002     *Insight Physicians – Private Practice*  
 Provided individual, family, group and marital therapy in both inpatient and outpatient settings to children, adolescents, adults, and their families
- 1992-1999     *Virginia Psychiatric Group – Private Practice*  
 Provided individual, family, group, and marital therapy in both inpatient and outpatient settings to children, adolescents, and adults. This practice disbanded and merged with Insight Physicians.
- 1988 - 1992     *Henrico Area Mental Health and Mental Retardation Service*
- 1990 - 1992     Clinical Supervisor; Adolescent Substance Abuse Unit  
 Supervise clinical staff. Develop and implement clinical programs for adolescents.
- 1988 - 1990     Clinician – Outpatient Unit: Provided individual, family, group, and marital therapy. Attended the Institute of Law and Psychiatry training program for forensic evaluators.
- 1986 – 1987     *Ridgeview Psychiatric Hospital and Center*  
 Employed part-time to continue performing service provided as a practicum student.
- 1986 – 1987     *Psychological Examiner*  
 Provided testing for Campbell County School to determine appropriateness for school placement

## **PRESENTATIONS:**

Richmond Bench Bar Conference (two times)  
 Guardian ad Litem training, Richmond, Virginia for statewide dissemination  
 Provided training for a variety of groups including local law firms, C.A.S.A., schools and churches.

## NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

Subject: Appointments - Statement of Interest Form

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Attention: Candice W. McGarry, Clerk of Board  
Post Office Box 336  
Lovingston, VA 22949

or fax to (434) 263-7004 or email [aspivey@nelsoncounty.org](mailto:aspivey@nelsoncounty.org)

Date

9/10/25

Mr. \_\_\_\_\_

Mrs. ☒

Ms. \_\_\_\_\_

Name:

Katherine Baron-Stump

List a maximum of three (3) Boards on which you are interested in serving.

1.

DSS

2.

3.

Home Address:

2986 Allen's Creek Road

Gladstone, VA 24553

Occupation:

Teacher

Employed by:

Lynchburg City Schools

Home Phone No.:

(603) 233-2222

Business Phone No.:

(603) 233-2222

Fax No.:

E-Mail Address:

kbaronstump@gmail.com

Do you live in Nelson County? Yes ☒ No \_\_\_\_\_Are you currently a member of a County Board, Commission, Committee or Authority? Yes \_\_\_\_\_ No ☒

If yes, list the Board(s):

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What talent(s) and/or experience can you bring to the Board(s)?

I have been working with children for over 20 years. I love Nelson County and want nothing but the best for its citizens.

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

I believe my work as a teacher and case manager helps me better understand the challenges that families face today.

Please use this space for any additional information you would like to provide:

I have attached my resume to the email with the application. It provides a more detailed explanation of my work history and qualifications.

A resume or separate sheet with additional information may be included.

#### ATTENDANCE REQUIREMENTS

Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐ - as long as they are after 3:30 during the week or on the weekends

# KATHERINE BARON-STUMP

2986 Allen's Creek Road, Gladstone, VA 24553 : [REDACTED]

## EXPERIENCE

11/1/24-PRESENT

### **SPECIAL EDUCATION LEAD TEACHER, SANDUSKY MIDDLE SCHOOL LYNCHBURG, VA**

Teach socially acceptable behavior, as determined by the students' individualized education programs (IEPs) by employing techniques in an overall positive behavioral support system.

- Modify the general education curriculum for students with disabilities based upon a variety of instructional techniques and technologies.
  - Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs (IEPs) designed to promote students' educational, career, and social/emotional development. • Maintain accurate and complete student records and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
  - Instruct through lectures, discussions, and demonstrations in one or more subjects such as English, mathematics, and/or social studies.
  - Administer standardized ability and achievement tests, and interpret results to determine students' strengths and areas of need.
- Assign caseloads, distribute information, lead department meetings

2/9/2023 – 10/31/24

### **CASE MANAGER, HORIZON BEHAVIORAL HEALTH AMHERST, VA** • Knowledge of the nature of serious mental illness, developmental disabilities, and substance abuse • Ability to observe and report accurately on the functioning of individuals

- Engage and sustain ongoing relationships with individuals receiving services
- Perform all Case Management services to clients
- Effectively use active listening skills; Ability to listen to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times • Document in an electronic medical record system
- Handle confidential information appropriately

8/1/2017 – 1/31/2023

### **SPECIAL EDUCATION TEACHER, NELSON COUNTY MIDDLE SCHOOL LOVINGSTON, VA**

Teach socially acceptable behavior, as determined by the students' individualized education programs (IEPs) by employing techniques in an overall positive behavioral support system.

- Modify the general education curriculum for students with disabilities based upon a variety of instructional techniques and technologies.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs (IEPs) designed to promote students' educational, career, and social/emotional development. • Maintain accurate and complete student records and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Instruct through lectures, discussions, and demonstrations in one or more subjects such as English, mathematics, and/or social studies.
- Administer standardized ability and achievement tests, and interpret results to determine students' strengths and areas of need.

8/1/2006 – 7/31/2017

### **SPECIAL EDUCATION TEACHER, NELSON COUNTY HIGH SCHOOL LOVINGSTON, VA** • Teach

socially acceptable behavior, as determined by the students' individualized education programs (IEPs) by employing techniques in an overall positive behavioral support system.

- Modify the general education curriculum for students with disabilities based upon a variety of instructional techniques and technologies.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs (IEPs) designed to promote students' educational, career, and social/emotional development.
- Maintain accurate and complete student records and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Instruct through lectures, discussions, and demonstrations in one or more subjects such as English, mathematics, and/or social studies.
- Administer standardized ability and achievement tests, and interpret results to determine students' strengths and areas of need.

**8/1/2004 – 7/31/2006**

**SPECIAL EDUCATION TEACHER, AMHERST MIDDLE SCHOOL AMHERST, VA** • Teach socially acceptable behavior, as determined by the students' individualized education programs (IEPs) by employing techniques in an overall positive behavioral support system.

- Modify the general education curriculum for students with disabilities based upon a variety of instructional techniques and technologies.
- Confer with parents, administrators, testing specialists, social workers, and other professionals to develop individualized education programs (IEPs) designed to promote students' educational, career, and social/emotional development.
- Maintain accurate and complete student records and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Instruct through lectures, discussions, and demonstrations in one or more subjects such as English, mathematics, and/or social studies.
- Administer standardized ability and achievement tests, and interpret results to determine students' strengths and areas of need.

**7/1/2001 – 5/2/2002**

**ACCOUNT REPRESENTATIVE , MOBILITY, INC. RICHMOND, VA** • Working knowledge of the commercial printing industry, graphic design applications, and technical services provided by Consolidated Graphics.

- Continual research to grow client base while maintaining relationships with existing clients. Regular communication with clients to insure excellent service.

**6/1/1996 – 8/1/2000**

**TREEHOUSE CHILDREN'S PROGRAM COUNSELOR AND DESK ATTENDANT,**

**WINTERGREEN RESORT WINTERGREEN, VA** • Communicate with parents and guests, representing Wintergreen in a positive, professional manner.

- Plan and implement crafts, games, and other learning activities.

- Greet children and parents, and facilitate assimilation into the Treehouse.
- Responsible for taking payments and making deposits.

## **EDUCATION**

**MAY 2001**

**BACHELOR OF SCIENCE IN LIBERAL ARTS, RADFORD UNIVERSITY**

**MAY 2004**

**MASTERS OF ARTS IN TEACHING, MARY BALDWIN COLLEGE**

## **LICENSES HELD**

**QUALIFIED MENTAL HEALTH PROFESSIONAL-CHILD**

**LICENSE NUMBER 0733008444**

**QUALIFIED MENTAL HEALTH PROFESSIONAL-ADULT**

**LICENSE NUMBER 0732011141**

**EMOTIONAL DISTURBANCE K-12**

## **SPECIFIC LEARNING DISABILITIES K-12**

### **MIDDLE ED. 6-8: ENGLISH PROGRAMS CREATED**

Christmas Program - Nelson County High School : Providing Christmas Presents for students in financial need

Clothing Closet - Nelson County High School and Nelson Middle School : Providing clothing, shoes, school supplies, and personal care supplies to students in need

Brought Kid Care Organization to Nelson County High School and Nelson Middle School : Coordinated the weekend food program for students in need

Costume Greeting - Nelson Middle School : Greeting students as they get off the bus in a different costume daily

### **NEWS REPORTS ABOUT PROGRAMS I STARTED**

[https://newsadvance.com/community/nelson\\_county\\_times/news/watch-now-more-students-return-to-nelson-schools-for-hybrid-learning/article\\_fc1b0720-8391-11eb-b479-cb10bea973c7.html](https://newsadvance.com/community/nelson_county_times/news/watch-now-more-students-return-to-nelson-schools-for-hybrid-learning/article_fc1b0720-8391-11eb-b479-cb10bea973c7.html)

[https://wset.com/news/local/teacher-starts-new-tradition-to-welcome-children-to-school?fbclid=IwAR3TiMHrBtq1O\\_22CWQnO3FB84KdotaSVzkBgIg6774zNOFT1f53OXIm3o](https://wset.com/news/local/teacher-starts-new-tradition-to-welcome-children-to-school?fbclid=IwAR3TiMHrBtq1O_22CWQnO3FB84KdotaSVzkBgIg6774zNOFT1f53OXIm3o)

## NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

Subject: Appointments - Statement of Interest Form

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Please complete and mail this form to:

Nelson County Board of Supervisors  
Attention: Candice W. McGarry, Clerk of Board  
Post Office Box 336  
Lovingston, VA 22949

or fax to (434) 263-7004 or email [aspivey@nelsoncounty.org](mailto:aspivey@nelsoncounty.org)Date 9/11/25Mr. \_\_\_\_\_ Mrs. \_\_\_\_\_ Ms. ☒Name: Mary S. Cunningham

List a maximum of three (3) Boards on which you are interested in serving.

1. Social Services Advisory Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Home Address: 171 Joshua Lane Afton VA 22920Occupation: retired Employed by: \_\_\_\_\_Home Phone No. [REDACTED] Business Phone No.: \_\_\_\_\_Fax No.: X E-Mail Address: [REDACTED]Do you live in Nelson County? Yes ☒ No \_\_\_\_\_Are you currently a member of a County Board, Commission, Committee or Authority? Yes ☒ No \_\_\_\_\_



If yes, list the Board(s): - Past Service

JABA Advisory Council

Board of Zoning Appeals (Alternate)

Agricultural & Foresta District Advisory Committee

What talent(s) and/or experience can you bring to the Board(s)?

Prior service on <sup>1</sup>CASA - Providing experience with legal system. <sup>2</sup> People Places training in Foster Care

<sup>3</sup> Foster parent for two teenage boys - first with ACS for one year - 13yr old enrolled at NCMC/Special Ed, returned home to parents. Second boy in High School - homeless and excellent student. Graduated NCHS attended JMU College.

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

People Place experience and training classes very broad and experience w Albemarle County Social Service

Foster Care promoted and vital to childrens care.

Please use this space for any additional information you would like to provide:

We remain in communication with both of the boys who were in our care. Their families are open to us and improved their lives.

A resume or separate sheet with additional information may be included.

#### ATTENDANCE REQUIREMENTS

Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐

## NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Date Sept 4, 2025

Mr. \_\_\_\_\_ Mrs. \_\_\_\_\_ Ms. ☒

Name: Sue A. Woodson

List a maximum of three (3) Boards on which you are interested in serving.

1. Social Services Advisory Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Home Address: 78 Rock Spring Road  
Shipman, Va. 22971

Occupation: Certified Nurse Midwife Employed by: Jefferson Ob/Gyn  
(Retired)

Home Phone No.: \_\_\_\_\_ Business Phone No. \_\_\_\_\_

Fax No.: 0 E-Mail Address: \_\_\_\_\_

Do you live in Nelson County? Yes ☒ No \_\_\_\_\_

Are you currently a member of a County Board, Commission, Committee or Authority? Yes \_\_\_\_\_ No ☒

If yes, list the Board(s):

N/A

What talent(s) and/or experience can you bring to the Board(s)?

- 43 years experience as a health care professional.
- Extensive experience serving on committees at the local, state & national levels.
- Experienced & knowledgeable with referral process & utilization of community resources.

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

- Adopted a teen from foster care.
- Served as a foster parent for relative (separate situation from above)
- Familiar with mandatory reporting laws for social workers, health care professionals, teachers, child care providers, law enforcement, clergy.

Please use this space for any additional information you would like to provide:

I have the time, talent, & interest to do a good job serving on this board.

A resume or separate sheet with additional information may be included.

#### ATTENDANCE REQUIREMENTS

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In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐

Shirley A. Woodson, CNM

# **Sue A. Woodson, CNM, MSN**

78 Rock Spring Road

Shipman, VA 22971



## **Professional Experience**

---

**May 2010 – March 2024** Jefferson OB/Gyn Charlottesville, VA

### **Certified Nurse Midwife / Nurse Practitioner**

- Provide Comprehensive Obstetrical & Gynecology to women of all ages in a large private practice office setting.
- Retired March, 2024 - however, continue to practice on an as needed basis ~ 1-2 days/month.

**October 2009 – June 2010** Planned Parenthood Health System Charlottesville, VA

### **Regional Lead Clinician**

- Supervise and maintain standard of care for nurse practitioners providing care at 4 clinical sites in 2 states: Virginia and West Virginia.

**June 2008 – June 2010** Albemarle County Schools Charlottesville, VA

### **Instructor – Health & Medical Sciences Levels I & II – Monticello High School**

- Instruct Level I students on an overview of the healthcare system, including history, structure, services, payment systems, jobs and career opportunities.
- Instruct Level II students in anatomy, physiology, pathophysiology, medical testing and interpretation, and provide mentoring in health career opportunities.

**March 2009 – October 2009** Planned Parenthood Health System Charlottesville, VA

### **Certified Nurse Midwife / Nurse Practitioner**

- Provide Comprehensive Gynecology to women of all ages in a nonprofit practice setting.

**June 2008 – April 2009** Martha Jefferson Hospital Charlottesville, VA

### **In Vitro Fertilization Procedure Nurse**

- Assist physicians during IVF procedures and provide pre-op and post-operative care to these patients.

**March 2005 – April 2009** Charlottesville Gynecology Specialists Charlottesville, VA

### **Certified Nurse Midwife / Nurse Practitioner**

- Provide Comprehensive Gynecology to women of all ages in a private practice setting.

**Nov 2004 – March 2005** PRA International Charlottesville, VA

### **Clinical Data Coordinator II**

- Responsible for the validation of the clinical databases
- Process and review the CRF data of subjects enrolled in a protocol

**May 1996–June 2004** UVa. Midlife Health Charlottesville, VA

### **Certified Nurse Midwife / Nurse Practitioner**

- Provide gynecology care for women of all ages in an academic outpatient setting in a practice specializing in peri- and postmenopausal care.

**1994-1996**      UVa. The Women's Place      Charlottesville, VA

**Clinician IV**

- Provide community outreach on comprehensive women's health topics.
- Promote UVa. through marketing of women's health services.

**1991-1994**      UVa. Labor & Delivery      Charlottesville, VA

**Clinician IV**

- 0. Advanced Practice Nurse in High Risk Labor & Delivery.
- 0. Responsible for implementation of Single Room Maternity Care

**1985-1991**      UVa. Labor & Delivery      Charlottesville, VA

**Senior Clinician / Staff Nurse**

- 0. Provide direct nursing care to women during labor & delivery.
- 0. Responsible for nursing staff orientation and continuing education.
- 0. Oriented 62 RNs to Tertiary Care Labor & Delivery

**1984-1985**      Nash Day Hospital      Rocky Mount, NC

**Staff Nurse**

- Scrub & Circulating Nurse for all types of outpatient surgical procedures
- Rotated to Recovery Room & Pre-operative Areas as necessary

**1984**      Nash General Hospital      Rocky Mount, NC

**Staff Nurse**

- Shift Team Leader in Community Hospital General ICU / CCU

**1982-1983**      Sumter Area Technical College      Sumter, SC

**Clinical Instructor**

- Clinical Instructor responsible for Associate Degree Nursing students in the general med-surg and pediatric practice settings.

**1982-1983**      Toumey Hospital      Sumter, SC

**Staff Nurse**

- Provide nursing care to laboring women
- Relief charge nurse in a facility with ~ 1,500 births / year

**1981-1982**      Richmond Memorial Hospital      Richmond, VA

**Staff Nurse**

- Participant in Nursing Internship Program
- Provide direct nursing care to pediatric patients and Neurosurgical ICU patients in community hospital setting.

**1980**      UVa. Children's Rehab. Ctr.      Charlottesville, VA

**Nursing Assistant**

- ## Education

## Licensure

## Certification & Professional Affiliation

### National & Professional Activities, Abridged

2006 – 2008 AWHONN *Nursing for Women's Health* Editorial Advisory Board.

## Community Service Abridged

2006 – 2020 - Chair, Hinton Avenue United Methodist Church Board of Trustees, Charlottesville, VA.

2016 – 2023 – Secretary, Cove Valley Recreation Center, Faber, VA

2023 – Present – Board of Trustees, Cove Valley Recreation Center, Faber, Va

2024 - Present – Member, Charlottesville First United Methodist Church Annual Fundraising Steering Committee

OUT OF COUNTY

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Date 8/21/25

Mr. \_\_\_\_\_ Mrs. X Ms. \_\_\_\_\_

Name: Jennifer Newman Blodgett

List a maximum of three (3) Boards on which you are interested in serving.

1. DSS Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Home Address: 192 Brandywine Dr. 1  
Madison Heights, VA 24572

Occupation: Probation Supervisor Employed by: Dept. of Juvenile Justice

Home Phone No. [REDACTED] Business Phone No.: [REDACTED]

Fax No. [REDACTED] E-Mail Address: [REDACTED]

Do you live in Nelson County? Yes    No X

Are you currently a member of a County Board, Commission, Committee or Authority? Yes    No X



If yes, list the Board(s):

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What talent(s) and/or experience can you bring to the Board(s)?

I have been employed by the 24<sup>th</sup> District Court Service Unit for 24 years, the last 12 years as a Probation Supervisor in the Amherst and Nelson Court Service Units. Our agency works closely with DSS for the benefit of juveniles in the community, our office also processes all petitions for DSS.

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

My husband and I fostered and adopted our son from Nelson DSS in 2015. He was removed for neglect. I am very familiar with navigating the foster care system both in my employment as a foster/adoptive parent.

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A resume or separate sheet with additional information may be included.

#### ATTENDANCE REQUIREMENTS

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In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐

# Jennifer Blodgett

PROBATION SUPERVISOR, 24<sup>TH</sup> DISTRICT COURT SERVICE UNIT

## CONTACT:

12 Brandywine Drive  
Madison Heights, VA 24572

## PROFILE

Detail oriented and experienced Probation Supervisor with over twelve years of providing leadership, coordination and management of the Amherst and Nelson Court Service Units, also serving as the 24<sup>th</sup> District Parole Supervisor. Eleven years of supervisory experience and extensive knowledge of the juvenile justice system, with 24 years of service with the Department of Juvenile Justice.

## EDUCATION:

### BS-SOCIOLOGY-2000

- VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
- Concentration in Crime and Delinquency

## LEADERSHIP COURSES

- Graduate of JTI Cohort IV

## EXPERIENCE

2013-PRESENT | 24<sup>TH</sup> DISTRICT COURT SERVICE UNIT PROBATION SUPERVISOR | VIRGINIA DEPARTMENT OF JUVENILE JUSTICE | AMHERST AND NELSON COUNTIES|

- Oversee daily operations of two Court Service Units. Provide direction and coaching to staff to ensure the proper application of all court service unit standards of operation, pertinent policies, and procedures according to departmental, state, local, and judicial requirements. Extensive personnel management experience.
- Extensive knowledge of community programming, collaboration with community providers and stakeholders to meet the service needs of the youth in these localities. Experience with and knowledge of evidence-based practices and services pertaining to Court involved youth.
- Serve as the 24<sup>th</sup> District Parole Supervisor and oversee all parole cases in the District, supervision of Parole Officers in all five offices of the 24<sup>th</sup> District Court Service Unit.
- Create and maintain VJCCCA budgets for Amherst and Nelson counties. Work with county stakeholders and providers to ensure service needs are met. Create and maintain local budgets and work with county staff to ensure Court Service Units are adequately supplied, safe and furnished.
- Proficient in criminal justice practices, DJJ directives and standard operating procedures. Vast knowledge of Federal, State and Local laws and ordinances.
- Valuable oral and written communication skills as well as demonstrated relationship building and collaboration with stakeholders, community partners, local government officials, human service agencies, private providers, youth and families, citizens, and the judiciary.
- Extensive leadership and management experience with the Department of Juvenile Justice over the last eleven years.
- Extensive knowledge of MS Office programs, BADGE applications to include Case Management, Intake, Community Programs reporting, and Community Insights.

## **EXPERIENCE**

2001-2013 | 24<sup>TH</sup> DISTRICT PROBATION, PAROLE AND INTAKE OFFICER |  
24<sup>TH</sup> DISTRICT COURT SERVICE UNIT | LYNCHBURG, VA |

- Provided community-based supervision and case management services to youth involved in the juvenile justice system and to youth placed on probation and parole. Application and use of YASI and risk-based supervision to include Parole Risk Re-Assessment, probation risk assessments. Creation and use of risk-based service planning to address risk and need. Applied effective interventions and services for competency development and accountability to promote behavioral change and public safety.
- Received, reviewed, and processed domestic and delinquent intake services; required knowledge of the criminal justice system and court proceedings and the ability to interpret and apply laws, regulations, guidelines, and procedures.
- Conducted investigations, prepared social history and other court ordered reports, utilized motivational interviewing and counseling techniques. Testified in court in reference to the written reports, extensive experience with effective oral and written communication.
- Required extensive knowledge of community programming to link youth and families to support services for positive youth development and delinquency prevention.
- Served on teams and committees such as: Family and Assessment and Planning Team and Interagency Truancy Review Team,

2003-2015 | INTENSIVE IN-HOME THERAPIST/MENTAL HEALTH SUPPORTS CLINICIAN |  
CREATIVE FAMILY SOLUTIONS | LYNCHBURG, VA |

- Intensive in-home and family centered counseling with at risk youth and their families with the goal of keeping youth in their homes and improving family relationships.
- Mental health support services to individuals with Intellectual and Developmental Disabilities (ID/DD) and co-occurring mental health diagnoses.
- Implement cognitive behavioral based treatment modalities to assist clients with maintaining independence and acceptable level of functioning.
- Certified as a Qualified Mental Health Provider (QMHP) for children, adolescents and adults.
- Completion of detailed and quantifiable progress notes to detail progress toward established objectives.
- Creation of detailed service plan with measurable goals and services.

## **PLANNING TEAMS AND COMMITTEE REPRESENTATION**

- |   |  |
|---|--|
| • District CPMTs for Amherst and Nelson | • Amherst County Trauma Informed Community Network (TICN) team |
| • Central Region Intake Work Group      | member   |
| • Interagency Truancy Response Team     | • Amherst County Special Education Advisory Committee member.  |
| • Central Region Parole Work Group      |  |
| • Lynchburg Detention Advisory Board    |  |
| member                                  |  |

## **BOARD OF EQUALIZATION (BOE)**

Board Appoints & Recommends Certification by the Circuit Court  
(Subject to Appointees' Completion of VA. Dept. of Taxation Training)

### Name & Address

### Term

R. Carlton Ballowe  
19218 Thomas Nelson Hwy  
Faber, VA 22938  
(434) 996-7796 (C)  
[catbalu1@aol.com](mailto:catbalu1@aol.com)

January 2022 – December 31, 2022

Thomas Nelson, Jr.  
304 Deer Wood Ct.  
Roseland, VA 22967  
[thomasnelsonjrsigner@gmail.com](mailto:thomasnelsonjrsigner@gmail.com)  
(434) 277-5026 (H)

January 2022 – December 31, 2022

James C. Bibb  
4141 Phoenix Road  
Arrington, VA 22922  
[tyeriverpirate@protonmail.com](mailto:tyeriverpirate@protonmail.com)  
(434) 989-8021 (H)

January 2022 – December 31, 2022

Evan Phillips  
591 Tye Brook Hwy  
Piney River, VA 22964  
(804) 464-7325 (H)  
[singleinteger@gmail.com](mailto:singleinteger@gmail.com)

January 2022 – December 31, 2022

Courtney Cook  
929 Brownings Cove  
Shipman, VA 22971  
(540) 500-1338 (H)  
[mscarlee@gmail.com](mailto:mscarlee@gmail.com)

January 2022 – December 31, 2022

## **BOARD OF EQUALIZATION (BOE)**

### **Term:**

Established pursuant to **§58.1-3370** of the Code of Virginia for the term of one year after the effective date of the assessment for which appointed.

### **Term Limit:**

**No Term Limits**, this was formerly per **§58.1-3374** of the Code of Virginia, no more than nine consecutive years with a three year break re-establishing eligibility.

### **Composition:**

Per **§58.1-3374** BOE shall be composed of not less than 3 nor more than 5 members from a broad representation of the County. **Thirty percent of the members of the board shall be commercial or residential real estate appraisers, other real estate professionals, builders, developers, or legal or financial professionals, and at least one such member shall sit in all cases involving commercial, industrial or multi-family residential property, unless waived by the taxpayer.**

### **Requirements:**

Per **§58.1-3370** and **§58.1-3374** Appointees must attend Virginia Department of Taxation training and be certified by the Circuit Court.

### **Summary of Duties:**

As Established by the Code of Virginia **§58.1-3379**, The board shall hear and give consideration to such complaints and shall adjust and equalize such assessments and shall, moreover, be charged with the especial duty of increasing as well as decreasing assessments, whether specific complaint be laid or not, if in its judgment, the same be necessary to equalize and accomplish the end that the burden of taxation shall rest equally upon all citizens of such county or city.

### **Meetings:**

Meetings are held as scheduled and advertised by the BOE; with the opportunity to set by Ordinance the date by which applications must be made by property owners or lessees for relief as prescribed by **§58.1-3378**. Members are compensated \$75 per meeting.

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Lovingston, VA 22949

or fax to (434) 263-7004 or email [aspivey@nelsoncounty.org](mailto:aspivey@nelsoncounty.org)

---

Date 9-17-25

Mr. X Mrs. \_\_\_\_\_ Ms. \_\_\_\_\_

Name: R. Carlton Ballowe

List a maximum of three (3) Boards on which you are interested in serving.

1. Board of Equalization

2. \_\_\_\_\_

3. \_\_\_\_\_

Home Address: 1 Mosby Lane Faber VA 22938

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Occupation: Builder/Semi-Retired Employed by: Self

Home Phone No.: [REDACTED] Business Phone No.: [REDACTED]

Fax No.: None E-Mail Address: [REDACTED]

Do you live in Nelson County? Yes X No \_\_\_\_\_

Are you currently a member of a County Board, Commission, Committee or Authority? Yes X No \_\_\_\_\_

If yes, list the Board(s):

Economic Development Authority

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What talent(s) and/or experience can you bring to the Board(s)?

50+ years experience as a builder/developer and licensed Real Estate Salesperson

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What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

In addition to the above experience, I also have the advantage of being a native Nelsonian who is also a student of our history with a particular emphasis on the relationship between the county's employment opportunities and resulting population.

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Please use this space for any additional information you would like to provide:

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A resume or separate sheet with additional information may be included.

#### ATTENDANCEREQUIREMENTS

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In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes X No

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Lovingston, VA 22949

or fax to (434) 263-7004 or email [aspivey@nelsoncounty.org](mailto:aspivey@nelsoncounty.org)

Date 9/18/2025

Mr. ☒ Mrs. ☐ Ms. ☐

Name: James Clinton Bibb

List a maximum of three (3) Boards on which you are interested in serving.

1. Board of Equalization
2.
3.

Home Address:

4141 phoenix road Arrington Va 22922

Occupation: Operations manager Employed by: Lockn LLC

Home Phone No.: [REDACTED] Business Phone No.:

Fax No.:  E-Mail Address: [REDACTED]

Do you live in Nelson County? Yes ☒ No ☐

Are you currently a member of a County Board, Commission, Committee or Authority? Yes ☐ No ☒



If yes, list the Board(s):

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---

What talent(s) and/or experience can you bring to the Board(s)?

Served Previously on the BOE, Building experince, knowledge of Nelson County Governmetal Operations

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---

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form?

---

---

---

Please use this space for any additional information you would like to provide:

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---

---

A resume or separate sheet with additional information may be included.

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In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☒ No ☐

## NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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or fax to (434) 263-7004 or email [aspivey@nelsoncounty.org](mailto:aspivey@nelsoncounty.org)

Date Sept 16, 2025

Mr.\_Mrs. Ms. (Mr)

Name: Thomas P. Nelson, Jr.

List a maximum of three (3) Boards on which you are interested in serving.

1. Board of Equalization

2.

3.

Home Address: 304 Deer Wood Court

Occupation: Employed by: Retired

Home Phone No.: Business Phone No.: [REDACTED]

Fax No.: E-Mail Address: [REDACTED]

Do you live in Nelson County? Yes ☒ No

Are you currently a member of a County Board, Commission, Committee or Authority? Yes No (No)  
If yes, list the Board(s):

What talent(s) and/or experience can you bring to the Board(s)? I have served on the last two BOEs

What do you feel you can contribute to the Board(s) and to the community that may not be evident from information already on this form? On the last two BOEs, I operated the laptop in order to show properties from the county GIS program. I served as secretary filling out forms.

Please use this space for any additional information you would like to provide: This is a great way to serve my county government.

A resume or separate sheet with additional information may be included.

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In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes No (Yes)

**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)(5) - “Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.”**

## 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.”**



BOARD OF  
SUPERVISORS

THOMAS D. HARVEY  
North District

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Central District

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East District

J. DAVID PARR  
West District

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GRACE E. MAWYER  
Director of Finance and  
Human Resources

**ORDINANCE O2025-09**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA**  
**CHAPTER 12 UTILITIES, ARTICLE III WATER AND WASTEWATER,**  
**DIVISION TEN**

**BE IT HEREBY ORDAINED**, by the Nelson County Board of Supervisors that the Code of Nelson County, Virginia, Chapter 12, Utilities, Article III Water and Wastewater, Division Ten is hereby amended as follows:

*Amend*

**Sec. 12-152. Connection fees.**

~~Meter Sizing and Fees~~

Required Meter Size	Connection Fee	
	<del>Water</del>	<del>Sewer</del>
<del>5/8" x 3/4"</del>	<del>\$ 2,000.00</del>	<del>\$ 2,000.00</del>
<del>Full 3/4"</del>	<del>3,000.00</del>	<del>3,000.00</del>
<del>1"</del>	<del>5,000.00</del>	<del>5,000.00</del>
<del>1 1/2"</del>	<del>8,000.00</del>	<del>8,000.00</del>
<del>2"</del>	<del>16,000.00</del>	<del>16,000.00</del>
<del>3"</del>	<del>32,000.00</del>	<del>32,000.00</del>
<del>4"</del>	<del>50,000.00</del>	<del>50,000.00</del>
<del>6"</del>	<del>100,000.00</del>	<del>100,000.00</del>

*Meter Sizing and Fees*

Required Meter Size	Connection Fee	
	<i>Water</i>	<i>Sewer</i>
<i>5/8" x 3/4"</i>	<i>\$ 4,000.00</i>	<i>\$ 4,000.00</i>
<i>Full 3/4"</i>	<i>6,000.00</i>	<i>6,000.00</i>
<i>1"</i>	<i>10,000.00</i>	<i>10,000.00</i>
<i>1 1/2"</i>	<i>17,500.00</i>	<i>17,500.00</i>
<i>2"</i>	<i>32,000.00</i>	<i>32,000.00</i>
<i>3"</i>	<i>64,000.00</i>	<i>64,000.00</i>
<i>4"</i>	<i>100,000.00</i>	<i>100,000.00</i>
<i>6"</i>	<i>200,000.00</i>	<i>200,000.00</i>

**Sec. 12-153. Base service fees.**

Base service fee allots consumption up to four thousand (4,000) gallons per billing period.

**Base Service Fees-**

	<del>Water</del>	<del>Sewer</del>
<del>Minimum usage — Up to 4,000 gallons per month</del>	<del>\$29.90</del>	<del>\$29.60</del>
<del>Cost per 1,000 gallons, exceeding 4,000</del>	<del>6.10</del>	<del>6.85</del>

**Base Service Fees**

<b>Effective Date:</b>	<b>Existing</b>	<b>1/1/2025</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
<i>Water Usage - (4,000 gallons monthly minimum)</i>	\$29.90	\$34.36	\$38.82	\$43.28	\$52.20
<i>Water Usage - (per 1,000 gallons over monthly min)</i>	\$6.10	\$7.36	\$8.61	\$9.87	\$12.38
<i>Sewer Usage - (4,000 gallons monthly minimum)</i>	\$29.60	\$39.22	\$48.85	\$58.47	\$77.72
<i>Sewer Usage - (per 1,000 gallons over monthly min)</i>	\$6.85	\$7.91	\$8.97	\$10.03	\$12.15

Unmetered water or sewer residential customers will be charged for four thousand (4,000) gallons per month.

**Sec. 12-156. Yard hydrant fees.**

Base fee\*, per month ~~\$7.50~~ **\$48.30**

\* Base fee allots consumption of ~~one thousand five hundred (1,500)~~ **four thousand (4,000)** gallons per month. Consumption over the minimum is charged at rate specified in section 12-153.

**Sec. 12-160. Returned check fees.**

The county will assess a fee of ~~twenty-five dollars (\$25.00)~~ **fifty dollars (\$50.00)** for any returned check. Plus any actual bank charge.

**Sec. 12-164. Unauthorized water/sewer use fees.**

Initial charge ~~\$500.00~~

Additional daily charges ~~500.00~~ **\$1,000.00**

**Sec. 12-165. Copy of the water and sewer ordinance.**

~~\$2.50~~ **\$10.00**

**Sec. 12-167. Inspection fees.**

Water/sewer services (for first service) \$25.00

For each additional service ~~20.00~~ **\$25.00**  
To be billed at the completion of service.

**Sec. 12-169. Grinder pump fees.**

~~\$9.00 per month~~

<i>Effective Date:</i>	<i>Existing</i>	<i>1/1/2025</i>	<i>7/1/2026</i>	<i>7/1/2027</i>	<i>7/1/2028</i>
<i>Grinder Pump Fees</i>	<i>\$9.00</i>	<i>\$12.07</i>	<i>\$15.14</i>	<i>\$18.20</i>	<i>\$24.34</i>

*New*

**Sec. 12-170. Customer Requested Service Fee.**

A \$25.00 fee will be assessed for customer requested service for any service beyond the County's responsibility. This fee will be assessed for customer requested meter re-reads unless meter error is on the part of the County. Any customer requested service would be assessed an overtime fee if service is requested during a County observed holiday or after hours.

**Sec. 12-171. New Service Opinion Fee.**

A \$50.00 fee will be assessed when the County is requested to give an opinion whether an undeveloped property has the water and or sewer service currently installed. If an opinion is not sufficient information, an additional fee of time and material will be charged if the service is physically located.

**Sec. 12-172. Misuse/Damage Fee.**

The County will assess at a minimum, a fee of \$500.00, to any customer who misuses their water and or sewer service, causing damage to the County's infrastructure. These fees are designed to recoup the actual cost of damages to the County's infrastructure.

**BE IT FURTHER ORDAINED**, by the Nelson County Board of Supervisors that this Ordinance becomes effective **January 1, 2026**.

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_, Clerk  
Nelson County Board of Supervisors



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PINEY RIVER WATER & SEWER SYSTEM  
PROPOSED INCREASES TO RATES, FEES, AND CHARGES  
ORDINANCE O2025-09 AMENDMENT TO COUNTY CODE: CHAPTER  
12, UTILITIES, ARTICLE III, WATER AND WASTEWATER, DIVISION TEN

**OCTOBER 14, 2025 BOARD OF SUPERVISORS PUBLIC HEARING**



# STATUTORY AUTHORITY & NOTICE

## **Applicable Statutes & Authorization:**

- Volume 3A, Title 15.2, Counties, Cities and Towns, of the Code of Virginia, 1950, as Amended, §15.2-1427 and the applicable provisions of §15.2-2119, §15.2-2122 and §15.2-2143
- Board of Supervisors Resolution R2025-68 Authorization for Public Hearing adopted on September 9, 2025

## **Public Notice:**

- September 25<sup>th</sup> and October 2<sup>nd</sup> – Nelson County Times
- County Website
- Letters mailed by USPS to 207 Piney River Water Sewer System customers on September 19, 2025

# WHY ARE INCREASES TO RATES, FEES, AND CHARGES BEING PROPOSED?

- To support the system's operational, maintenance, and capital investment costs; rates have not changed since 2013, while system maintenance and capital costs have increased, requiring supplemental funding from the General Fund
- Proposed incremental increases of base service and grinder pump fees over the next 3 ½ years lessens the financial impact to system users
- To incrementally align the County-owned Piney River Water and Sewer system rates with those of the Nelson County Service Authority
- To promote the transition of system ownership from the County to the Nelson County Service Authority, the entity established by the County for the purpose of providing public water and sewer service
- Proposed base service and grinder pump rates for the next 3 ½ years would be set by approval of the proposed Ordinance Amendment, with the first increase effective January 1, 2026 and increases thereafter on July 1<sup>st</sup> from July 1, 2026 through July 1, 2028
- Proposed water and sewer connection fees and other fees and charges would be effective January 1, 2026

***All revenues generated through system fees and charges remain within the Piney River Water and Sewer Fund (a proprietary governmental accounting fund); they ARE NOT utilized within the General Fund for other purposes.***

## PROPOSED ORDINANCE O2025-09

Amends Nelson County Code, Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten, Schedules of Rates, Fees, and Other Charges as follows:

■ **Sec. 12-152. Connection Fees**

<b>Water and Sewer Connection Fees - Each Service by Meter Size</b>		
<b>Meter Size</b>	<b>Effective Date:</b>	
	<b>Existing</b>	<b>1/1/2026</b>
5/8" to 3/4"	\$2,000	\$4,000
- Full 3/4" (3/4")	\$3,000	\$6,000
- One Inch (1")	\$5,000	\$10,000
- One & One Half (1 1/2")	\$8,000	\$17,500
- Two Inch (2")	\$16,000	\$32,000
- Three Inch (3")	\$32,000	\$64,000
- Four Inch (4")	\$50,000	\$100,000
- Six Inch (6")	\$100,000	\$200,000

## PROPOSED ORDINANCE O2025-09

### ■ Sec. 12-153. Base service fees.

#### Proposed Rates and Fees – Monthly Service

Effective Date:	Existing	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Water Usage - (4,000 gallons monthly minimum)	\$29.90	<b>\$34.36</b>	\$38.82	\$43.28	\$52.20
Water Usage - (per 1,000 gallons over monthly min)	\$6.10	<b>\$7.36</b>	\$8.61	\$9.87	\$12.38
Sewer Usage - (4,000 gallons monthly minimum)	\$29.60	<b>\$39.22</b>	\$48.85	\$58.47	\$77.72
Sewer Usage - (per 1,000 gallons over monthly min)	\$6.85	<b>\$7.91</b>	\$8.97	\$10.03	\$12.15

\*Unmetered water or sewer residential customers will be charged for four thousand (4,000) gallons per month.

## PROPOSED ORDINANCE O2025-09

### ■ Sec. 12-156. Yard hydrant fees.

Base fee\*, per month ~~\$7.50~~ **\$48.30**

\* Base fee allots consumption of ~~one thousand five hundred (1,500)~~ **four thousand (4,000)** gallons per month. Consumption over the minimum is charged at rate specified in section 12-153.

### ■ Sec. 12-160. Returned check fees.

The county will assess a fee of ~~twenty-five dollars (\$25.00)~~ **fifty dollars (\$50.00)** for any returned check. Plus any actual bank charge.

## PROPOSED ORDINANCE O2025-09

- **Sec. 12-164. Unauthorized water/sewer use fees.**

Initial charge \$500.00

Additional daily charges ~~500.00~~ ***\$1,000.00***

- **Sec. 12-165. Copy of the water and sewer ordinance.**

~~\$2.50~~ ***\$10.00***

## PROPOSED ORDINANCE O2025-09

- **Sec. 12-167. Inspection fees.**

Water/sewer services (for first service) \$25.00

For each additional service ~~20.00~~ **\$25.00**

To be billed at the completion of service.

- **Sec. 12-169. Grinder pump fees.**

Proposed Grinder Pump Fees – Monthly Service

	Effective Date:	Existing	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Grinder Pump Fees		\$9.00	<b>\$12.07</b>	\$15.14	\$18.20	\$24.34



# PROPOSED ORDINANCE O-2025-09

## *New Sections:*

### ■ **Sec. 12-170. Customer Requested Service Fee.**

A \$25.00 fee will be assessed for customer requested service for any service beyond the County's responsibility. This fee will be assessed for customer requested meter re-reads unless meter error is on the part of the County. Any customer requested service would be assessed an overtime fee if service is requested during a County observed holiday or after hours.

### ■ **Sec. 12-171. New Service Opinion Fee.**

A \$50.00 fee will be assessed when the County is requested to give an opinion whether an undeveloped property has the water and or sewer service currently installed. If an opinion is not sufficient information, an additional fee of time and material will be charged if the service is physically located.

### ■ **Sec. 12-172. Misuse/Damage Fee.**

The County will assess at a minimum, a fee of \$500.00, to any customer who misuses their water and or sewer service, causing damage to the County's infrastructure. These fees are designed to recoup the actual cost of damages to the County's infrastructure.

# PROPOSED LONG-TERM BASE SERVICE FEE SCHEDULE

## JANUARY 1, 2026 – JULY 1, 2030

The Board of Supervisors has endorsed a long-term schedule for monthly usage and grinder pump fees through 2030 as follows. Rates shown for 7/1/2029 and 7/1/2030 will be set by future Ordinance, following a future public hearing and are not proposed to be set by Ordinance O2025-09 being considered tonight.

<b><u>Service</u></b>	<b>Existing</b>	<b>1/1/2026</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>	<b>7/1/2029</b>	<b>7/1/2030</b>
Water Usage - (4,000 gallons monthly minimum)	\$29.90	\$34.36	\$38.82	\$43.28	\$52.20	\$61.12	\$70.04
Water Usage - (per 1,000 gallons > monthly min)	\$6.10	\$7.36	\$8.61	\$9.87	\$12.38	\$14.89	\$17.40
Sewer Usage - (4,000 gallons per month)	\$29.60	\$39.22	\$48.85	\$58.47	\$77.72	\$96.97	\$116.22
Sewer Usage - (per 1,000 gallons > monthly min)	\$6.85	\$7.91	\$8.97	\$10.03	\$12.15	\$14.27	\$16.39
Grinder Pump Fees	\$9.00	\$12.07	\$15.14	\$18.20	\$24.34	\$30.47	\$36.61

## NEXT STEPS

- Conduct the Public Hearing
- Consider adoption of O2025-09 Amendment of the Code of Nelson County, Virginia, Chapter 12 Utilities, Article III Water and Wastewater, Division Ten, **effective January 1, 2026** as proposed



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**LEGAL NOTICE  
NOTICE OF PUBLIC HEARING  
NELSON COUNTY BOARD OF SUPERVISORS**

In accordance with Volume 3A, Title 15.2, Counties, Cities and Towns, of the Code of Virginia, 1950, as amended, and pursuant to §15.2-1427 and the applicable provisions of §15.2-2119, §15.2-2122 and §15.2-2143, the Nelson County Board of Supervisors hereby gives notice that a Public Hearing will start at **7:00 p.m., Tuesday, October 14, 2025** in the **General District Courtroom** on the third floor of the Nelson County Courthouse located at 84 Courthouse Square, Lovingson.

Public Hearing:

In an effort to align the County-owned Piney River Water and Sewer system rates with those of the Nelson County Service Authority, the County is proposing to increase monthly service rates incrementally over the next five and a half (5.5) years in order to lessen the financial impact to system users, while supporting the system's operational and capital investment costs. This Ordinance amendment would set these rates for the next three and a half (3.5) years, which have not changed since 2013, and would bring this system's rates in line with those of the Service Authority in effect as of July 1, 2025. This step also serves to promote the transition of system ownership from the County to the Service Authority, an entity established by the County for the very purpose of providing public water and sewer service.

**1. Ordinance O2025-09 – Amendment to Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten**

Consideration of an ordinance proposed for passage to amend Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten, Schedules of Rates, Fees, and Other Charges. Specific changes are proposed for sections 12-152 Connection Fees, 12-153 Base Service Fees for water and sewer, 12-169 Grinder Pump Fees as follows:

Sec. 12-152. Connection Fees

Water and Sewer Connection Fees - Each Service by Meter Size			
Meter Size	Effective Date:	Existing	1/1/2026
- 5/8" to 3/4"		\$2,000.00	\$4,000.00
- Full 3/4" (3/4")		\$3,000.00	\$6,000.00
- One Inch (1")		\$5,000.00	\$10,000.00
- One & One Half (1 1/2")		\$8,000.00	\$17,500.00

- Two Inch (2")	\$16,000.00	\$32,000.00
- Three Inch (3")	\$32,000.00	\$64,000.00
- Four Inch (4")	\$50,000.00	\$100,000.00
- Six Inch (6")	\$100,000.00	\$200,000.00

Sec. 12-153. Base service fees.

**Proposed Rates and Fees – Monthly Service**

<b>Effective Date:</b>	<b>Existing</b>	<b>1/1/2026</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Water Usage - (4,000 gallons monthly minimum)	\$29.90	\$34.36	\$38.82	\$43.28	\$52.20
Water Usage - (per 1,000 gallons over monthly min)	\$6.10	\$7.36	\$8.61	\$9.87	\$12.38
Sewer Usage - (4,000 gallons monthly minimum)	\$29.60	\$39.22	\$48.85	\$58.47	\$77.72
Sewer Usage - (per 1,000 gallons over monthly min)	\$6.85	\$7.91	\$8.97	\$10.03	\$12.15

Sec. 12-169. Grinder pump fees.

**Proposed Grinder Pump Fees – Monthly Service**

<b>Effective Date:</b>	<b>Existing</b>	<b>1/1/2026</b>	<b>7/1/2026</b>	<b>7/1/2027</b>	<b>7/1/2028</b>
Grinder Pump Fees	\$9.00	\$12.07	\$15.14	\$18.20	\$24.34

Other proposed changes: Sections 12-156 Yard hydrant fees, 12-160 Returned check fees, 12-164 Unauthorized water/sewer use fees, 12-165 Copy of the water and sewer ordinance, and 12-167 Inspection fees, are to align the County's fees for the Piney River Water and Sewer System with the Nelson County Service Authority's fees. New sections will add a Misuse/Damage Fee, Customer Requested Service Fee, and New Service Opinion Fee, all of which the Nelson County Service Authority currently utilizes in the operation of their system.

A Copy of the full text of the proposed Ordinance is available for review in the Office of the County Administrator, 84 Courthouse Square, Monday through Friday, 9:00 a.m. to 5:00 p.m. For more information, call the County Administrator's Office at (434) 263-7000. EOE.

**BY AUTHORITY OF NELSON COUNTY BOARD OF SUPERVISORS**

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**RESOLUTION R2025-68**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**AUTHORIZATION FOR PUBLIC HEARING TO AMEND CHAPTER 12, UTILITIES,**  
**ARTICLE III, WATER AND WASTEWATER, DIVISION TEN OF THE CODE OF NELSON**  
**COUNTY, VIRGINIA**

**RESOLVED** by the Nelson County Board of Supervisors pursuant to and in accordance with the provisions of §15.2-1427 and the applicable provisions of §15.2-2119, §15.2-2122 and §15.2-2143 of the Code of Virginia, 1950 as amended, that the County Administrator be and is hereby authorized to advertise a public hearing notice for the conduct of a public hearing on **Tuesday, October 14, 2025 at 7:00 p.m.** in the General District Courtroom of the Courthouse in Lovington.

The purpose of the public hearing is to receive public comments on an Ordinance proposed for passage to amend Chapter 12, Utilities, Article III, Water and Wastewater, Division Ten, Schedules of Rates, Fees, and Other Charges. Specific changes are proposed for sections 12-152 Connection Fees, 12-153 Base Service Fees for water and sewer, 12-169 Grinder Pump Fees as follows:

Sec. 12-152. Connection Fees

Water and Sewer Connection Fees - Each Service by Meter Size			
Meter Size	Effective Date:	Existing	1/1/2026
5/8" to 3/4"		\$2,000.00	\$4,000.00
- Full 3/4" (3/4")		\$3,000.00	\$6,000.00
- One Inch (1")		\$5,000.00	\$10,000.00
- One & One Half (1 1/2")		\$8,000.00	\$17,500.00
- Two Inch (2")		\$16,000.00	\$32,000.00
- Three Inch (3")		\$32,000.00	\$64,000.00
- Four Inch (4")		\$50,000.00	\$100,000.00
- Six Inch (6")		\$100,000.00	\$200,000.00

Sec. 12-153. Base service fees.

Proposed Rates and Fees – Monthly Service

Effective Date:	Existing	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Water Usage - (4,000 gallons monthly minimum)	\$29.90	\$34.36	\$38.82	\$43.28	\$52.20
Water Usage - (per 1,000 gallons over monthly min)	\$6.10	\$7.36	\$8.61	\$9.87	\$12.38
Sewer Usage - (4,000 gallons monthly minimum)	\$29.60	\$39.22	\$48.85	\$58.47	\$77.72
Sewer Usage - (per 1,000 gallons over monthly min)	\$6.85	\$7.91	\$8.97	\$10.03	\$12.15

Sec. 12-169. Grinder pump fees.

Proposed Grinder Pump Fees – Monthly Service

Effective Date:	Existing	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Grinder Pump Fees	\$9.00	\$12.07	\$15.14	\$18.20	\$24.34

Other proposed changes: Sections 12-156 Yard hydrant fees, 12-160 Returned check fees, 12-164 Unauthorized water/sewer use fees, 12-165 Copy of the water and sewer ordinance, and 12-167 Inspection fees, are to align the County's fees for the Piney River Water and Sewer System with the Nelson County Service Authority's fees. New sections will add a Misuse/Damage Fee, Customer Requested Service Fee, and New Service Opinion Fee, all of which the Nelson County Service Authority currently utilizes in the operation of their system.

Approved: September 9, 2025

Attest:  Clerk  
Nelson County Board of Supervisors

## § 15.2-1427. Adoption of ordinances and resolutions generally; amending or repealing ordinances

A. Unless otherwise specifically provided for by the Constitution or by other general or special law, an ordinance may be adopted by majority vote of those present and voting at any lawful meeting.

B. On final vote on any ordinance or resolution, the name of each member of the governing body voting and how he voted shall be recorded; however, votes on all ordinances and resolutions adopted prior to February 27, 1998, in which an unanimous vote of the governing body was recorded, shall be deemed to have been validly recorded. The governing body may adopt an ordinance or resolution by a recorded voice vote unless otherwise provided by law, or any member calls for a roll call vote. An ordinance shall become effective upon adoption or upon a date fixed by the governing body.

C. All ordinances or resolutions heretofore adopted by a governing body shall be deemed to have been validly adopted, unless some provision of the Constitution of Virginia or the Constitution of the United States has been violated in such adoption.

D. An ordinance may be amended or repealed in the same manner, or by the same procedure, in which, or by which, ordinances are adopted.

E. An amendment or repeal of an ordinance shall be in the form of an ordinance which shall become effective upon adoption or upon a date fixed by the governing body, but, if no effective date is specified, then such ordinance shall become effective upon adoption.

F. In counties, except as otherwise authorized by law, no ordinance shall be passed until after notice of an intention to propose the ordinance for passage has been advertised by reference twice, with the first notice being published no more than 28 days before and the second notice appearing no less than seven days before the date of the meeting referenced in the notice, in a newspaper having a general circulation in the county. The publication shall include a statement that a copy of the full text of the ordinance is on file in the clerk's office of the circuit court of the county or in the office of the county administrator; or in the case of any county organized under the form of government set out in Chapter 5, 7 or 8 of this title, a statement that a copy of the full text of the ordinance is on file in the office of the clerk of the county board.

In counties, emergency ordinances may be adopted without prior notice; however, no such ordinance shall be enforced for more than sixty days unless readopted in conformity with the provisions of this Code.

G. In towns, no tax shall be imposed except by a two-thirds vote of the council members.

Code 1950, §§ 15-8, 15-10; 1950, p. 113; 1954, c. 529; 1956, cc. 218, 664; 1956, Ex. Sess., c. 40; 1958, cc. 190, 279; 1960, c. 606; 1962, c. 623, § 15.1-504; 1966, cc. 405, 612; 1968, c. 625; 1970, c. 581; 1972, cc. 41, 837; 1973, c. 380; 1978, c. 235; 1983, c. 11; 1997, c. 587; 1998, c. 823; 2000, c.



895;2023, cc. 506, 507;2024, cc. 225, 242.

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.

Code of Virginia

Title 15.2. Counties, Cities and Towns

Chapter 21. Franchises; Sale and Lease of Certain Municipal Public Property; Public Utilities

**§ 15.2-2119. Fees and charges for water and sewer services provided to a property owner.**

A. For water and sewer services provided by localities, fees and charges may be charged to and collected from (i) any person contracting for the same; (ii) the owner who is the occupant of the property or where a single meter serves multiple units; (iii) a lessee or tenant in accordance with § [15.2-2119.4](#) with such fees and charges applicable for water and sewer services (a) which directly or indirectly is or has been connected with the sewage disposal system and (b) from or on which sewage or industrial wastes originate or have originated and have directly or indirectly entered or will enter the sewage disposal system; or (iv) any user of a municipality's water or sewer system with respect to combined sanitary and storm water sewer systems where the user is a resident of the municipality and the purpose of any such fee or charge is related to the control of combined sewer overflow discharges from such systems. Such fees and charges shall be practicable and equitable and payable as directed by the respective locality operating or providing for the operation of the water or sewer system.

B. Such fees and charges, being in the nature of use or service charges, shall, as nearly as the governing body deems practicable and equitable, be uniform for the same type, class and amount of use or service of the sewage disposal system and may be based or computed either on the consumption of water on or in connection with the real estate, making due allowances for commercial use of water, or on the number and kind of water outlets on or in connection with the real estate or on the number and kind of plumbing or sewage fixtures or facilities on or in connection with the real estate or on the number or average number of persons residing or working on or otherwise connected or identified with the real estate or any other factors determining the type, class and amount of use or service of the sewage disposal system, or any combination of such factors, or on such other basis as the governing body may determine. Such fees and charges shall be due and payable at such time as the governing body may determine, and the governing body may require the same to be paid in advance for periods of not more than six months. The revenue derived from any or all of such fees and charges is hereby declared to be revenue of such sewage disposal system.

C. Water and sewer connection fees established by any locality shall be fair and reasonable. Such fees shall be reviewed by the locality periodically and shall be adjusted, if necessary, to assure that they continue to be fair and reasonable. Any locality may, by ordinance or policy, provide for the full or partial reimbursement of water and sewer connection fees, capital recovery charges, and availability fees remitted by an applicant in connection with any new residential development. Nothing herein shall affect existing contracts with bondholders that are in conflict with any of the foregoing provisions.

D. If the fees and charges charged for water service or the use and services of the sewage disposal system by or in connection with any real estate are not paid when due, a penalty and interest shall at that time be owed as provided for by general law, and the owner of such real estate shall, until such fees and charges are paid with such penalty and interest to the date of payment, cease to dispose of sewage or industrial waste originating from or on such real estate by discharge thereof directly or indirectly into the sewage disposal system. If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within 30 days thereafter, the locality or person supplying water or sewage disposal services for the use of such real estate shall notify such owner of the delinquency. If such owner does not pay the full amount of charges, penalty, and interest for water provided or cease such disposal within 60 days after the delinquent fees and charges charged for water or sewage disposal services are due, the locality or person supplying water or sewage disposal services for the use of such real estate may cease supplying water and sewage disposal services thereto unless the health officers certify that shutting off the water will endanger the health of the occupants of the premises or the health of others. At least 10 business days

prior to ceasing the supply of water or sewage disposal services, the locality or person supplying such services shall provide the owner with written notice of such cessation.

E. Such fees and charges, and any penalty and interest thereon, shall constitute a lien against the property, ranking on a parity with liens for unpaid taxes.

A lien may be placed on the property when the owner has been advised in writing that a lien may be placed upon the property if the owner fails to pay any delinquent water and sewer charges. Such written notice shall be provided at least 30 days in advance of recordation of any lien with a copy of the bill for delinquent water and sewer charges to allow the property owner a reasonable opportunity to pay the amount of the outstanding balance and avoid the recordation of a lien against the property. The lien may be in the amount of (i) up to the number of months of delinquent water or sewer charges when the water or sewer is, or both are, provided to the property owner; (ii) any applicable penalties and interest on such delinquent charges; and (iii) reasonable attorney fees and other costs of collection not exceeding 20 percent of such delinquent charges. In no case shall a lien for less than \$25 be placed against the property.

F. Notwithstanding any provision of law to the contrary, any town with a population between 11,000 and 14,000, with the concurrence of the affected county, that provides and operates sewer services outside its boundaries may provide sewer services to industrial and commercial users outside its boundaries and collect such compensation therefor as may be contracted for between the town and such user. Such town shall not thereby be obligated to provide sewer services to any other users outside its boundaries.

G. The lien shall not bind or affect a subsequent bona fide purchaser of the real estate for valuable consideration without actual notice of the lien until the amount of such delinquent charges is entered in the official records of the office of the clerk of the circuit court in the jurisdiction in which the real estate is located. The clerk shall make and index the entries in the clerk's official records for a fee of \$5 per entry, to be paid by the locality and added to the amount of the lien.

H. The lien on any real estate may be discharged by the payment to the locality of the total lien amount and the interest which has accrued to the date of the payment. The locality shall deliver a fully executed lien release substantially in the form set forth in this subsection to the person making the payment. The locality shall provide the fully executed lien release to the person who made payment within 10 business days of such payment if the person who made such payment did not personally appear at the time of such payment. Upon presentation of such lien release, the clerk shall mark the lien satisfied. There shall be no separate clerk's fee for such lien release. For purposes of this section, a lien release of the water and sewer lien substantially in the form as follows shall be sufficient compliance with this section:

Prepared By and When:

Recorded Return to:

Tax Parcel/GPIN Number:

#### CERTIFICATE OF RELEASE OF WATER AND SEWER SERVICE LIEN

Pursuant to Va. Code Annotated § [15.2-2119](#) (H), this release is exempt from recordation fees.

Date Lien Recorded: Instrument Deed Book No.:

Grantee for Index Purposes:

Claim Asserted: Delinquent water and sewer service charges in the amount of \$.

Description of Property: [Insert name of property owner and tax map parcel/GPIN Number]

The above-mentioned lien is hereby released.

BY:

TITLE:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF , to-wit:

Acknowledged, subscribed, and sworn to before me this day of by as of the [Insert Water/Sewer Provider Name] on behalf of [Insert Water/Sewer Provider Name].

Notary Public

My commission expires:

Notary Registration Number:

Code 1950, § 15-739.2; 1950, p. 1611; 1962, c. 623, § 15.1-321; 1991, c. 476; 1994, c. [932](#); 1997, cc. [12](#),; 1998, c. [223](#); 2001, c. [13](#); 2005, c. [912](#); 2011, cc. [529](#), [580](#); 2012, c. [766](#); 2016, cc. [415](#), [528](#); 2017, c. [736](#); 2025, c. [586](#).

## § 15.2-2122. Localities authorized to establish, etc., sewage disposal system; incidental powers

For the purpose of providing relief from pollution, and for the improvement of conditions affecting the public health, and in addition to other powers conferred by law, any locality shall have power and authority to:

1. Establish, construct, improve, enlarge, operate and maintain a sewage disposal system with all the necessary sewers, conduits, pipelines, pumping and ventilating stations, treatment plants and works, and other plants, structures, boats, conveyances and other real and personal property necessary for the operation of such system, subject to the approvals required by § 62.1-44.19.
2. Acquire as permitted by § 15.2-1800, real estate, or rights or easements therein, necessary or convenient for the establishment, enlargement, maintenance or operation of such sewage disposal system and the property, in whole or in part, of any private or public service corporation operating a sewage disposal system or chartered for the purpose of acquiring or operating such a system, including its lands, plants, works, buildings, machinery, pipes, mains and all appurtenances thereto and its contracts, easements, rights and franchises, including its franchise to be a corporation, and have the right to dispose of property so acquired no longer necessary for the use of such system. However, any locality condemning property hereunder shall rest under obligation to furnish sewage service, at appropriate rates, to the customers of any corporation whose property is condemned.
3. Borrow money for the purpose of establishing, constructing, improving and enlarging the sewage disposal system and to issue bonds therefor in the name of the locality.
4. Accept gifts or grants of real or personal property, money, material, labor or supplies for the establishment and operation of such sewage disposal system and make and perform such agreements or contracts as may be necessary or convenient in connection with the procuring or acceptance of such gifts or grants.
5. Enter on any lands, waters and premises for the purpose of making surveys, borings, soundings and examinations for constructing and operating the sewage disposal system, and for the prevention of pollution.
6. Enter into contracts with the United States of America, or any department or agency thereof, or any person, firm or corporation, or the governing body of any other locality, providing for or relating to the treatment and disposal of sewage and industrial wastes.
7. Fix, charge and collect fees or other charges for the use and services of the sewage disposal system; and, except in counties which are not otherwise authorized, require the connection of premises with facilities provided for sewage disposal services. Water and sewer connection fees established by any locality shall be fair and reasonable. Such fees shall be reviewed by the locality periodically and shall be adjusted, if necessary, to assure that they continue to be fair and

reasonable. Nothing herein shall affect existing contracts with bondholders which are in conflict with any of the foregoing provisions.

8. Finance in whole or in part the cost of establishing, constructing, improving or enlarging the sewage disposal systems authorized to be established, constructed, improved or enlarged by this section, in advance of putting such systems in operation.

9. Fix, charge and collect fees and other charges for the use and services of sanitary, combined and storm water sewers operated and maintained by any locality. Such fees and charges may be fixed and collected in accordance with and subject to the provisions of §§ [15.2-2119](#) through [15.2-2119.4](#).

10. Establish standards for the use and services of sanitary, combined and stormwater sewer systems, treatment works and appurtenances operated and maintained by any locality, including but not limited to implementation of applicable pretreatment requirements pursuant to the State Water Control Law (§ [62.1-44.2](#) et seq.) and the federal Clean Water Act (33 U.S.C. § 1251 et seq.). Such sewer use standards may be implemented by ordinance, regulation, permit or contract of the locality or of the wastewater authority or sanitation district, where applicable, and violations thereof may be enforced by the same subject to the following conditions and limitations:

a. No order assessing a civil penalty for a violation shall be issued until after the user has been provided an opportunity for a hearing, except with the consent of the user. The notice of the hearing shall be served personally or by registered or certified mail, return receipt requested, on any authorized representative of the user at least 30 days prior to the hearing. The notice shall specify the time and place for the hearing, facts and legal requirements related to the alleged violation, and the amount of any proposed penalty. At the hearing the user may present evidence including witnesses regarding the occurrence of the alleged violation and the amount of the penalty, and the user may examine any witnesses for the locality. A verbatim record of the hearing shall be made. Within 30 days after the conclusion of the hearing, the locality shall make findings of fact and conclusions of law and issue the order.

b. No order issued by the locality shall assess civil penalties in excess of the maximum amounts established in subdivision (8a) of § [62.1-44.15](#), except with the consent of the user. The actual amount of any penalty assessed shall be based upon the severity of the violations, the extent of any potential or actual environmental harm or facility damage, the compliance history of the user, any economic benefit realized from the noncompliance, and the ability of the user to pay the penalty, provided, however, that in accordance with subdivision 10 d, a locality may establish a uniform schedule of civil penalties for specified types of violations. In addition to civil penalties, the order may include a monetary assessment for actual damages to sewers, treatment works and appurtenances and for costs, attorney fees and other expenses resulting from the violation. Civil penalties in excess of the maximum amounts established in subdivision (8a) of § [62.1-44.15](#) may be imposed only by a court in amounts determined in its discretion but not to exceed the maximum amounts established in § [62.1-44.32](#).

c. Any order issued by the locality, whether or not such order assesses a civil penalty, shall inform the user of his right to seek reconsideration or review within the locality, if authorized, and of his right to judicial review of any final order by appeal to circuit court on the record of proceedings before the locality. To commence an appeal, the user shall file a petition in circuit court within 30 days of the date of the order, and failure to do so shall constitute a waiver of the right to appeal. With respect to matters of law, the burden shall be on the party seeking review to



designate and demonstrate an error of law subject to review by the court. With respect to issues of fact, the duty of the court shall be limited to ascertaining whether there was substantial evidence in the record to reasonably support such findings.

d. In addition, a locality may, by ordinance, establish a uniform schedule of civil penalties for violations of fats, oils, and grease standards; infiltration and inflow standards; and other specified provisions of any ordinance (other than industrial pretreatment requirements of the State Water Control Law (§ [62.1-44.2](#) et seq.) or federal Clean Water Act (33 U.S.C. § 1251 et seq.)). The schedule of civil penalties shall be uniform for each type of specified violation, and the penalty for any one violation shall be a civil penalty of not more than \$100 for the initial summons, not more than \$150 for each additional summons and not more than a total amount of \$3,000 for a series of specified violations arising from the same operative set of facts. The locality may issue a civil summons ticket for a scheduled violation. Any person summoned or issued a ticket for a scheduled violation may make an appearance in person or in writing by mail to the treasurer of the locality prior to the date fixed for trial in court. Any person so appearing may enter a waiver of trial, admit liability and pay the civil penalty established for the offense charged. If a person charged with a scheduled violation does not elect to enter a waiver of trial and admit liability, the violation shall be tried in the general district court in the same manner and with the same right of appeal as provided for by law. In any such trial, the locality shall have the burden of proving by a preponderance of the evidence the liability of the alleged violator. An admission of liability or finding of liability under this section shall not be deemed an admission at a criminal proceeding, and no civil action authorized by this section shall proceed while a criminal action is pending.

e. This subdivision shall neither preclude a locality from proceeding directly in circuit court to compel compliance with its sewer use standards or seek civil penalties for violation of the same nor be interpreted as limiting any otherwise applicable legal remedies or sanctions. Each day during which a violation is found to have existed shall constitute a separate violation, and any civil penalties imposed under this subdivision shall be applied to the purpose of abating, preventing or mitigating environmental pollution.

f. For purposes of enforcement of standards established under this subdivision, "locality" shall mean the locality's director of public utilities or other designee of the locality with responsibility for administering and enforcing sewer use standards or, in the case of a wastewater authority or sanitation district, its chief executive.

Code 1950, § 15-739.1; 1950, p. 1610; 1954, c. 332; 1962, c. 623, § 15.1-320; 1979, c. 181; 1991, c. 194; 1997, cc. [12](#), [587](#); 2010, c. [198](#); 2017, c. [736](#).

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.

Code of Virginia

Title 15.2. Counties, Cities and Towns

Subtitle II. Powers of Local Government

Chapter 21. Franchises; Sale and Lease of Certain Municipal Public Property; Public Utilities

Article 5. Water Supply Systems Generally

## § 15.2-2143. Water supplies and facilities

Every locality may provide and operate within or outside its boundaries water supplies and water production, preparation, distribution and transmission systems, facilities and appurtenances for the purpose of furnishing water for the use of its inhabitants; or may contract with others for such purposes and services. Fees and charges for the services of such systems shall be fair and reasonable and payable as directed by the locality. Except in counties which are not otherwise authorized, a locality may require the connection of premises with facilities provided for furnishing water; charge and collect compensation for water thus furnished; and may provide penalties for the unauthorized use thereof.

No locality, after July 1, 1976, shall construct, provide or operate outside its boundaries any water supply system prior to obtaining the consent of the locality in which the system is to be located. No consent shall be required for the operation of any such water supply system in existence on July 1, 1976, in the process of construction or for which the site has been purchased, or for its orderly expansion.

In any case in which the approval by such locality's governing body is withheld, the party seeking such approval may petition for the convening of a special court, pursuant to §§ [15.2-2135](#) through [15.2-2141](#).

Notwithstanding any provision of law to the contrary, any town with a population between 11,000 and 14,000, with the concurrence of the affected county, which provides and operates outside its boundaries any such water supply system may provide water supplies to industrial and commercial users outside its boundaries and collect such compensation therefor as may be contracted for between the town and such user. Such town shall not thereby be obligated to provide water supplies to any other users outside its boundaries.

Code 1950, § 15-77.39; 1958, c. 328; 1962, c. 623, § 15.1-875; 1975, c. 573; 1976, c. 69; 1997, c. 587; 1998, cc. [224](#), [328](#).

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.