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
NOVEMBER 13, 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 – **R2025-76** Minutes for Approval
- B. Resolution – **R2025-77** FY26 Budget Amendment

IV. PRESENTATIONS
- A. VDOT Report
- B. CVPED Program Updates – Helen Cauthen and Katie Dulaney
- C. 2026 TJPDC Legislative Program – David Blount, TJPDC (**R2025-78**)
- D. 2025 MAPP2Health Report – Ryan McKay and Jen Fleisher, VDH

V. NEW & UNFINISHED BUSINESS
- A. Piney River Water and Sewer Rates (**O2025-09**)

VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE
- A. Reports
  1. County Administrator's Report
  2. Board Reports
- B. Appointments
- C. Correspondence
- D. Directives

VII. OTHER BUSINESS (AS PRESENTED)

VIII. CLOSED SESSION PURSUANT TO §2.2-3711 (A)(7) & (A)(8)

IX. 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. Battery Energy Storage System Siting Agreements – Colleen and Piney River (R2025-79)

Consideration of two (2) 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.

B. Special Use Permit #250278 – Request for Extension of SUP #240239 (Dwelling Units in B-1 Business District)

Consideration of a Special Use Permit application requesting County approval of an extension of an existing approved SUP for dwelling units in the B-1 Business District, located within an existing structure at 622 Front Street in Lovingston. The existing SUP was approved by the Board of Supervisors on November 14, 2024. The subject property is further identified as Tax Map Parcel #58B-3-2 and is owned by Alexandra and Jesse Lopez Low.

IV. OTHER BUSINESS (AS PRESENTED)

V. ADJOURNMENT

III A

BOARD OF
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RESOLUTION R2025-76
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF MINUTES
(March 11, 2025)

RESOLVED, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **March 11, 2025** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: November 13, 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 Lovingston, 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
	Dylan M. Bishop, Director of Planning and Zoning
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. Rutherford led the Pledge of Allegiance.

II. PUBLIC COMMENTS

Marta Keane and Judith Selzer- JABA

Ms. Marta Keane, former CEO of the Jefferson Area Board of Aging (JABA), addressed the Board and introduced JABA's new CEO, Judith Selzer.

JABA CEO Judith Selzer announced that JABA is celebrating its 50th anniversary this year. She expressed gratitude to the Board of Supervisors and the wider community for their ongoing support of the aging community and those with disabilities. Ms. Selzer reminded the Board that 50 years ago, several Central Virginia counties, including Nelson, joined together to create JABA. She stated it is their mission to ensure no one is left isolated or without meals or essential care.

Ms. Selzer noted that she had provided booklets to the Board which outlined program outcomes from this past year and current impacts mid-year with current funding. She shared a success story of one of JABA's aging services coordinators who helped a couple in their 70's needing nutritional support and home cleaning services. She noted that the coordinator was able to visit the couple and discovered that they were both disabled and unable to drive, and were now confined to their first floor and struggling with hoarding. She said the coordinator registered them for home delivered meals—specifically, Mom's Meals—and connected them with the local Rotary Club for home cleaning assistance. She emphasized that JABA not only provides direct services but also serves as a referral network for meaningful connections with organizations like Rotary. Ms. Selzer reiterated her commitment to service and encouraged Board members to reach out with community needs.

Stephen Bayne – Nellysford, VA

Mr. Bayne said he was before them regarding a memo from the Berkeley Group included in the agenda and packet for this meeting. He read from that memo: "Berkeley Group requests that the Nelson County Board determine the new districts to be drafted." Mr. Bayne said this made perfect sense as the Board is the ultimate decision maker for Nelson County. He commented that the consultants could have done this sooner, such as before the joint work session on December 18, 2024.

He urged the Board to not limit their decision of new zoning districts to three as directed by the consultants. He commented that the cost per new district drafted is negligible. He said it is highly cost effective and far more efficient for the consultants to draft all new districts needed by the County. He emphasized that this is far too important a decision, and they did not want to be penny wise and pound foolish. He concluded by urging the Board to direct the consultants to draft all new districts needed by the County.

Grace Puskas – Blue Ridge Medical Center

Ms. Puskas with Blue Ridge Medical Center (BRMC) stated that she was previously their community health worker and she had planned the 2023 Nelson Community Health Fair at the Heritage Center. She said she is now the director of their new AmeriCorps program. She explained that AmeriCorps is a federal agency for national service and volunteerism with the mission to improve lives, strengthen communities, and foster civic engagement through service and volunteering.

Ms. Puskas said at BRMC, they have a public health AmeriCorps program with a mission to advance more equitable health outcomes for underserved communities and provide people the opportunity to gain onsite experience for future careers in public health. She said they currently have four members serving with BRMC, who are focusing on conducting social determinant of health (SDOH) screenings with patients, connecting patients to community resources, managing the food pharmacy, and completing data collection. She said that BRMC has summertime positions open, and starting in September, they will have a year-long opportunity for anyone to serve with them. She noted that anyone who is 18 years and older, and is an American citizen is eligible to apply for the program. She said that AmeriCorps members receive a living allowance and an education award to put towards tuition or student loans. She commented that this provides hands-on experience in the medical, public health, data analytics and psychology fields, and helps members stand out from other applicants, with both volunteer and field experience. She said that AmeriCorps alumni are more highly recognized for federal government positions, and locally, they will get to work with an interprofessional team at BRMC while making a great impact in their community through service. She reported that they were currently accepting applications for all three positions.

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. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion by vote of acclamation (4–0), and the following resolutions were adopted:

A. Resolution – R2025-12 Minutes for Approval

RESOLUTION R2025-12
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF MINUTES
(September 19, 2024)

RESOLVED, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **September 19, 2024** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

B. Resolution – R2025-13 FY25 Budget Amendment

RESOLUTION R2025-13
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET
March 11, 2025

I. Appropriation of Funds (General Fund)

Amount	Revenue Account (-)	Expenditure Account (+)
$ 1,787.50	3-100-001901-0032	4-100-031020-3038
$ 9,404.94	3-100-002404-0017	4-100-021060-3164
$ 9,354.00	3-100-002404-0017	4-100-021060-3164
$ 338.00	3-100-002404-0034	4-100-031020-1014
$ 352.83	3-100-003303-0107	4-100-031020-1013
$ 2,300.00	3-100-002404-0018	4-100-021010-1009
$ 112,000.00	3-100-001899-0050	4-100-999000-9905
$ 271,000.00	3-100-004105-0101	4-100-012100-3002
$ 406,537.27		

II. Supplemental Appropriation of Funds (School Fund)

Amount	Revenue Acccount (-)	Expenditure Account (+)
$ 154,000.00	3-205-002402-0076	4-205-068000-9306
$ 154,000.00		

III. Appropriation of Funds (Piney River Fund)

Amount	Revenue Acccount (-)	Expenditure Account (+)
$ 25,000.00	3-501-004105-0001	4-501-042040-5407
$ 25,000.00		

IV. Transfer of Funds (General Fund Contingency)

Amount	Credit Account (-)	Debit Account (+)
$ 2,500.00	4-100-999000-9905	4-100-091030-5622
$ 25,000.00	4-100-999000-9901	4-100-093100-9207
$ 27,500.00		

V. Transfer of Funds (Capital Fund)

Amount	Credit Account (-)	Debit Account (+)
$ 419,730.00	4-110-999000-9903	4-110-094200-8390
$ 355,297.00	4-110-094200-8320	4-110-094200-8390
$ 4,652.50	4-110-094200-8320	4-110-094200-8390
$ 779,679.50		

C. Resolution – R2025-14 FY26 Creative Communities Partnership Grant

RESOLUTION R2025-14
NELSON COUNTY BOARD OF SUPERVISORS
VIRGINIA COMMISSION OF THE ARTS
FY25-26 CREATIVE COMMUNITIES PARTNERSHIP GRANT

BE IT RESOLVED, by the Nelson County Board of Supervisors that said Board endorses the County's submission of an application to the Virginia Commission of the Arts for 2025-2026 Creative Communities Partnership Grant funding (formerly Local Government Challenge Grant).

BE IT FURTHER RESOLVED, said application includes a local match of $4,500.00 to be confirmed upon formal adoption of Nelson County's Fiscal Year 2025-2026 Budget by the Board of Supervisors.

IV. PROCLAMATION – American Red Cross Month (P2025-01)

Mr. Rutherford moved to adopt **Proclamation P2025-01** recognizing American Red Cross Month. Dr. Ligon seconded the motion, which passed by unanimous voice vote (4–0) and the following proclamation was adopted:

PROCLAMATION 2025-01
NELSON COUNTY BOARD OF SUPERVISORS
AMERICAN RED CROSS MONTH, MARCH 2025

WHEREAS, this March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Central Virginia and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the American Red Cross, Central Virginia Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today's emergencies.

WHEREAS, their voluntary and generous contributions shine a beacon of hope in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises.

WHEREAS, this work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it's needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

NOW, THEREFORE BE IT RESOLVED, that the Nelson County Board of Supervisors do hereby proclaim March 2025 as Red Cross Month. We encourage all citizens of Nelson County to reach out and support its humanitarian mission.

V. PRESENTATIONS

A. VDOT Report

Mr. Robert Brown of VDOT reported that they were experiencing a tremendous amount of potholes and winter breakup on their roads, continuously patching potholes and trying to arrest them as quickly as possible. He said this is an ongoing process that hopefully would slow down with the warmer weather. Mr. Brown said they are very fortunate to have a tremendous amount of new pavement on Route 29 over the last two years, which is making things bearable, but there are still some sections on Route 29 to be done.

Mr. Brown said he had received a request from Mr. Rutherford to consider a crosswalk on Front Street and pedestrian crossings on Front Street and Main Street. He stated that VDOT did not realize there were no crosswalks in Lovingston, so they are going to look at installing some on Front Street and Main Street. He noted that they will need to do some work to determine where to locate the ADA curb cut ramps, and while there are some out there, they did not appear to be in the right place, so they were looking at how to improve that. Mr. Brown stated that he received a concern about a pipe on Laurel Road, and he did not know if that pipe has been opened; it is draining, but it does need to be replaced.

Mr. Brown said he saw some people doing street sweeping in Lovingston, but VDOT has not started that yet and usually they complete street sweeping in April. Mr. Brown said they would to have to do it with state forces, whereas they previously hired a contractor for street sweeping, but maintenance funding is strapped right now because of all the hurricanes and winter weather. He said they are really holding back on maintenance expenditures and are not doing anything that can be held off for now. He indicated that they would certainly address any safety-sensitive issues just as they always do. Mr. Brown said he hopes the financial picture would improve when they get their new funding in July.

Supervisors then reported the following VDOT issues:

Mr. Parr:

Mr. Parr said he had mentioned the driveway on Lowesville Road where the culvert had been replaced, and it is apparently not quite big enough for the amount of water that comes through, as it washed out again five or six weeks ago when they had a big rain. He said that Jeremy Mays was considering cleaning up the area above the driveway, going through all the scrub pines to see if that helps. Mr. Brown stated that they would take a look at it and perhaps do some work on the inlet and outlet ends where it reaches its maximum hydraulic capacity, to ensure that the debris does not get stopped up in the culvert. Mr. Parr commented that the resident was having to drive across boards over the culvert. Mr. Brown indicated that VDOT would make some temporary repairs.

Dr. Ligon:

Dr. Ligon said she had received some emails about the flooding in Gladstone from the first storm, not the second storm. She noted that due to the water, residents could not park their cars along the street. Mr. Brown responded that he did not know what VDOT could do about that, as all the drainage goes under the railroad. He said they did open one of those culverts a few years ago, but VDOT cannot help anything until the railroad restores their drainage across that whole lot. He added that the railroad put that drainage in but he did not think it was not in the right-of-way. He noted that VDOT went in last year to try to open it up as much as possible, but it has to go across railroad property. He said that VDOT has worked with their railroad division before and has been able to get CSX to clean that out. Mr. Brown said that they would work on it.

Mr. Rutherford:

Mr. Rutherford said he had recently interacted with some of the surrounding boards of supervisors, who have indicated that some rules were changing related to Smart Scale. He asked Mr. Brown to look into those details and report back. Mr. Brown explained that they have changed the rules every year since Smart Scale came on, as it has become the avenue for localities requesting construction projects. He indicated that he would find out specifically what the changes are and report back. Mr. Rutherford said it sounds like it was largely monetary related, where there might be some requirements for local participation if any Smart Scale projects come to fruition. Mr. Brown said he has not heard that they were going to require a match, but local funding such as what Lynchburg does, makes the cost-benefit ratio more attractive and the project scores better.

Mr. Rutherford also thanked Mr. Brown for taking care of Laurel Road.

Dr. Ligon mentioned the road conditions on the unpaved road Lonesome Pine, which connects to Craigtown Road and Naked Mountain, stating that the road has lots of potholes.

Mr. Reed:

Mr. Reed had no VDOT issues to report.

B. VDOT Secondary Six Year Plan Work Session (R2025-15)

Mr. Brown said this is the time of year when the Board revises the secondary road six-year construction improvement plan (SSYP). He noted that they would be conducting a work session. Mr. Brown stated that this year, the allocations appear to be decreasing, and funding is being reduced for unpaved road funds. He said the programming and funding for the first two years of the plan would really determine what will be built in terms of hard surfacing unpaved roads. He reported that the projected allocation for FY26 is $454,996. Mr. Brown noted that this figure remains the same for the first four years. He noted that sometimes when the actual allocations arrive, the total is a little less. Mr. Brown indicated that they had not received allocations for the last year of the plan, FY31, but he hoped it will be similar.

Mr. Brown reviewed the previous year allocations, noting that was money programmed for priority projects last year in FY25 that had accumulated. Mr. Brown reviewed the first three projects in the plan: Route 623 (Davis Creek), Route 646 (Hunting Lodge Road), and Route 674 (Jennys Creek). Mr. Brown stated these projects are scheduled to be reconstructed and hard surfaced this year and should remain unchanged. He said that Hunting Lodge and Jennys Creek are not completely funded through previous allocations, so in FY26, funding on those two projects will be finished.

Mr. Brown said that also in FY26, funding will begin for Wheelers Cove Road; based on the allocation, $59,401 will be put on Wheelers Cove Road this year, and funding will be completed in FY27. Mr. Brown said this will be the only unpaved road to be built in CY26 unless there are changes. Mr. Brown stated that Fork Mountain Road may receive funding in FY27, and it might be possible to do that in FY26 after July 1. Mr. Brown said the funding scenarios include Fork Mountain Road and Berry Hill Road.

Mr. Brown stated that the number seven priority, Gullysville Lane, was discussed last year, and the priority was changed to a lower position due to questions about its necessity. He said that five or six years ago, there were serious drainage complaints in that area. He indicated that VDOT completed drainage work, including hard surfacing part of the road. Mr. Brown said Gullysville Lane is 1.27 miles in length, with about six-tenths of a mile already hard surfaced after doing the drainage improvements, so the only section remaining is the section beyond the houses, extending back to farmland. He stated that the Board can decide whether to continue the project, as there are not many houses in that section, but his recommendation is to move that project down and allocate the funds to projects with higher traffic counts and are more critical. Mr. Rutherford said that was a valid assessment, as Gullysville really didn't have that many people on it. Mr. Brown confirmed that they had hard surfaced past the last paved driveway on Gullysville.

Mr. Brown said that Buffalo Station Road and Walk Around Lane are both good projects. He noted that they had the remainder of Green Field Drive, which would complete that road. He indicated that Eagle Mountain was added most recently. He reported that VDOT had not programmed any of the FY31 funds. He stated that for the rural rustic priority list, the Board could choose to keep the priorities set last year, or they could add roads and change priorities. He said if their rural rustic allocation for FY31 ends up around $400,000, they could pull a few projects from the unpaved roads list such as Tom's Lane and Spring Valley Road, and get them in the plan, and that would be according to the priority that they set last year.

Mr. Brown said when they first started getting secondary road construction money, they were getting $800,000 or $900,000 and doing seven or eight miles of these roads a year—but that has changed, so now they were looking at getting about two miles done. He asked if the Board wanted to make any changes to the following list of unpaved roads:

1. Toms Lane
2. Spring Valley Road
3. Pigeon Hill Road
4. South Powells Island Road

Mr. Rutherford said he agreed with Dr. Ligon that Lonesome Pine has a fairly dense population, so he thought that was one to consider. He said two other roads that were important to consider were Quarry Hill Lane off of Route 800 in Schuyler, and Warminster. He noted that while Warminster did not have a huge population it was a pretty high traffic area. He said he would like to see Warminster done after Hunting Lodge, which connects to Cabell, as Warminster would be a good connector over the next several years after that.

Mr. Brown asked if Findlay Gap Road was still a priority. Dr. Ligon said she was interested in the money it would take, given the potential development of County land there. She commented that there would be a substantial amount of work that would have to be done. Mr. Brown said they had previously discussed coming off of Keys Church Road and doing that section of Findlay Gap down to the prospective outdoor park location, and he asked if the Board was still considering this. Mr. Reed confirmed that it was still going to happen, and the County was looking to have a survey completed within the next year and then making some decisions on how to move forward.

Mr. Brown asked for some direction on how to prioritize those, as they had Pigeon Hill and South Powells Island, noting that Toms Lane and Spring Valley were requested last year.

Mr. Brown indicated that they did not have to program anything for FY31, but they could prioritize the first two or three. Mr. Reed agreed with Dr. Ligon on prioritizing Findlay Gap and at least starting to do some piecework on it. Mr. Brown commented that on the new plan, Findlay Gap would be six years out, so they may need to consider the timeframe on the park project. Mr. Reed suggested that they may decide to move it on the list next year. Mr. Brown suggested that it could be the first priority on the unpaved road list.

Dr. Ligon said she would like to see South Powells Island still remain a priority, as there is tourism activity there.

Mr. Brown said they did not have to program anything this year, they could show a balance for FY31, and then get into it next year. He agreed to look into Lonesome Pine, Quarry Hill, and Warminster. He noted that they must have 50 vehicles per day to be eligible for unpaved road funding. Dr. Ligon said that Findlay Gap would likely fall off, except during hunting season.

Board members suggested moving Gullysville back and putting in either Pigeon Hill or South Powell Island, as well as considering Buffalo Station. Mr. Brown agreed that Buffalo Station was a good project.

Mr. Brown noted that they did the first half mile of Green Field and had gotten it down to the last house, and it was a two-mile project at $450,000. Mr. Reed noted there was not much going on in his district. He commented that they had Berry Hill on the list and moving Gullysville down the list was fine with him. Mr. Rutherford wanted to see about moving Lonesome Pine, Warminster or Quarry Hill into the list if possible. Dr. Ligon and Mr. Rutherford both thought Lonesome Pine would cover a lot of homes. Mr. Brown asked for direction on whether Lonesome Pine should go on the priority list or the unpaved roads list.

Mr. Brown mentioned that Walk Around Lane had been requested by citizens and had been on the list for a while. He commented that in the past, they have not pushed back on roads once they were requested by residents. Mr. Parr pointed out that it's a small section and not a big budget, and at its current state, Walk

Around requires a lot of maintenance with grading work due to washouts—which getting some surface treatment would solve.

Mr. Brown noted that Eagle Mountain is only a half-mile road. Mr. Rutherford responded that it is an extremely trafficked area. Mr. Brown asked if the Board had gotten a lot of feedback on Green Field. Dr. Ligon noted that she heard more on Buffalo Station than Green Field.

The Board agreed to drop Gullysville Lane down in the plan and perhaps put it in 2030. Mr. Brown said they could move Gullysville and Greenfield down to the bottom of the list, move the roads requested by citizens up into those slots, then put in Lonesome Pine. Mr. Brown noted that they did need to be thinking about Findlay Gap because these were about five or six years out from being done. Mr. Reed said he did not mind any of those adjustments but he would like to get Findlay Gap on the list.

Ms. McGarry stated that the County had received some citizen emails asking about Green Creek Road and Carter Road. Mr. Rutherford mentioned that Green Creek is in Faber and runs into Albemarle, and if Albemarle is planning to pave their portion of that, it would make sense to connect that dot. Mr. Brown noted that it was only about a half mile in Albemarle, and he said he would talk about this with Carrie Shepherd, the resident engineer in Charlottesville. Mr. Rutherford noted he did not think many people lived on Carter Road, but he suggested they could get the traffic count for informational purposes.

Mr. Brown summarized that they were moving Gullysville and Green Field down to the bottom of the plan; Buffalo Station, Walk Around, and Eagle Mountain would move up and fall in ahead of those two projects; they would interject Lonesome Pine and Findlay Gap below that. He said if Lonesome Pine and Findlay Gap can go into the plan, they would get them into the plan, and if not, they would go on the top of the unpaved road list just below Toms Lane and Spring Valley Road. The Board was in agreement on the list of priority.

<u>Rural Rustic Priority List</u>
1. Davis Creek
2. Hunting Lodge Road
3. Jennys Creek Road
4. Buffalo Station
5. Fork Mountain Road
6. Berry Hill Road
7. Wheelers Cove Road
8. Walk Around Lane
9. Eagle Mountain Drive
10. Gullysville Road
11. Green Field Drive

Mr. Brown stated that the six-year plan has to have public comment.

Mr. Rutherford moved to approve **Resolution R2025-15** as amended and revisited today. Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote, and the following resolution was adopted:

RESOLUTION R2025-15
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR PUBLIC HEARING
FY26-FY31 SECONDARY SIX-YEAR ROAD PLAN
AND CONSTRUCTION PRIORITY LIST

WHEREAS, The Virginia Department of Transportation and the Board of Supervisors of Nelson County, in accordance with Sections 33.2-331 and 33.2-332 of the Code of Virginia, are required to conduct a public hearing to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years 2026 through 2031 in Nelson County and on the Secondary System Construction Budget for Fiscal Year 2026,

NOW THEREFORE BE IT RESOLVED, that a public hearing will be held for this purpose in the General District Courtroom of the Nelson County Courthouse, 84 Courthouse Square, Lovingston, Virginia at **7:00 pm on Tuesday, April 8, 2025**.

Mr. Brown mentioned that the revenue-sharing application deadline was May 31. He noted that for any revenue sharing projects or Smart Scale projects, the Board needed to make sure that the Comprehensive Plan covered anything they were asking for. Mr. Rutherford asked about Smart Scale. Mr. Brown noted that they needed to start thinking about Smart Scale projects and talking with Rick Youngblood. He indicated that any Smart Scale submission needed to be supported by the appropriate studies. Mr. Rutherford suggested that they keep pursuing safer alternatives for the stoplight in Lovingston. Mr. Brown commented that one of the ideas that came out of the 29 Corridor Safety meeting, was to reroute the northbound 29 traffic traveling on Route 6 by using Tidbit. He noted that he felt that would improve safety as much as they could improve it. Mr. Rutherford agreed that something needed to be done differently at that intersection.

Ms. Bishop said she is the County's representative on the Rural Transportation Advisory Committee at TJPDC. She stated that they meet bimonthly, so they were already beginning to have conversations about Smart Scale, and Rick Youngblood is involved in that as well. Ms. Bishop said they just adopted their new Comprehensive Plan in April, and they had priority transportation projects identified in the plan as well. She stated that they look at that and at VDOT safety and corridor studies so they can address this.

Ms. Bishop said the scoring criteria is the primary change for this upcoming round, with those applications starting in April of next year. She said if there are projects that the Board is interested in pursuing through Smart Scale, they should reach out to her or Rick Youngblood. She said some of the changes they made to the scoring criteria was to make it easier for rural localities that do not have as established zoning and land use regulations along these corridors, to score higher and potentially get more funding, because the funding tends to go to a lot of metropolitan areas.

Ms. McGarry added that Mr. Youngblood typically comes and does a work session with the Board on Smart Scale projects they want to prioritize.

Mr. Reed mentioned that they received a response from VDOT about possible traffic restrictions on 151 and Route 6. Ms. McGarry said that email had come from Mr. Brown, and VDOT had done a review of the potential restrictions on 151 and Route 6 and it was confirmed that those would not be feasible.

C. FY26 Draft General Fund Budget Introduction (Rescheduled for March 18, 2025)

Mr. Reed said this item had been rescheduled to March 18, 2025.

VI. NEW & UNFINISHED BUSINESS

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

Ms. McGarry stated that the proposed appointment of a Wintergreen Fire Marshal was considered at the Board's last meeting in February and deferred until today. She said the Board was going to follow up with any individual questions as needed to the people who would be able to answer those questions. She noted that staff and Chief Sheets were present and available to answer any additional questions to help the Board further consider the appointment.

Mr. Rutherford stated that the County's counsel has indicated that this can happen, and fire code is one of the mechanisms used that a fire marshal can utilize. He indicated that Nelson County does not have a fire code. He said he was trying to understand bridging the gap of what mechanism they are able to enforce without the County having a fire code.

Ms. McGarry said that her understanding is that it is allowed by the Code of Virginia under regular code statutes outside of the statewide fire prevention code. Mr. Rutherford asked what they would be enforcing if the County did not have a fire code. Ms. McGarry said it would be everything in the resolution that is allowed by Section 27-30 of the Code of Virginia.

Mr. Rutherford said he wanted to make sure that Nelson County is not taking on obligation for public safety that may affect their litigious position, and he asked how the law could be enforced if Nelson did not have a fire code and what the fire marshal would be enforcing.

Ms. McGarry said he would be enforcing the state laws under Section 27-30, and the resolution was written and vetted by Mr. Payne, the County Attorney. She noted that it was Chapter 3, Local Fire Marshals, and Title 27 of Fire Protection, which is not the same as the statewide fire prevention code.

She stated that the stakeholders group, consisting of herself, Chief Sheets, Chief Russell from Wintergreen, County Attorney Phillip Payne, Commonwealth Attorney Daniel Rutherford, Sheriff Mark Embry, Major Bradley Metje, met and hashed through all of these details, and everyone left that meeting feeling completely satisfied and was on board with making this appointment.

Mr. Rutherford said that one of the conversations he had with his brother, Commonwealth Attorney Daniel Rutherford, is that Commonwealth Attorney Rutherford was still concerned about the balance allowing for this exception if they did not have the fire code piece that enforces it. Mr. Rutherford said he wants to support this so that they have a safer community and implement one more mechanism toward that, but he is still trying to connect these dots.

Mr. Reed said that a discussion that Mr. Rutherford has had with his brother is different than anything that Commonwealth Attorney Rutherford has brought to the group, as he has not raised any issues with them when he has had time to do so.

Mr. Rutherford responded that Board also had not interacted with him or asked for a direct comment from Commonwealth Attorney Rutherford other than one meeting. Mr. Rutherford said he had inquired to Commonwealth Attorney Rutherford directly. Mr. Rutherford also indicated that he had emailed the State Fire Marshal of Virginia, but he had not yet received a response back. He said his biggest concern was what authority the fire marshal would have. He asked whether chimney inspection is an option within this code.

Ms. McGarry said they certainly want the Board to feel completely comfortable with this, and staff could bring back any information the Board felt was needed.

Lovingston Volunteer Fire Department Chief Daniel Johnson said the building inspector has already enforced the fire code to an extent, with all construction, sprinkler systems, etc. falling under that. He commented that the sprinkler system for El Mariachi before they moved was horrible—yet the County had nobody that could go out there and tell them it was not safe, and there was no enforcement. He said that some of the enforcement is already being done through the building inspector, it was just not on the level that this would provide.

Dr. Ligon said this is not going to help the County as a whole, as she was under the impression that this is staying at Wintergreen and Wintergreen only, so that example did not even apply here. Chief Johnson said technically that is true, but he felt that eventually there would be a resource here.

Dr. Ligon said they cannot use an example that is outside of this resolution to pass this resolution.

Dr. Ligon suggested that they wait for the fire marshal to email Mr. Rutherford back. Mr. Rutherford said the state fire marshal contact is Billy Hux. Ms. McGarry confirmed that was the office the County was coordinating with, in conjunction with the Building Inspections office.

Chief Sheets said that Mr. Hux is who primarily has trained Deputy Dean to this point, and in conversations with the Sheriff and the Commonwealth Attorney and others, they discussed extreme situations such as a fatality or an obvious arson where there was going to be a delay from State Police or from the Fire Marshal's office. Chief Sheets said that through the mutual aid agreement between the Sheriff's Office and Wintergreen Police Department, this would be at least an in-County tool, but they had stated very clearly that they really did not want to be the enforcement mechanism for anything off the Wintergreen Master Plan.

Chief Sheets emphasized that this is essentially the community of Wintergreen asking for the Board to help Wintergreen create a safer community there, using only Wintergreen dollars. He said when you blow it up bigger than that, it starts to lose its perspective—but this is no different than what the Wintergreen Police Department is already doing; it is just going to reach over into fire code a little bit.

Chief Sheets stated that the Commonwealth Attorney was very clear that he does not want to ever see tickets and will not prosecute tickets for people who are burning in fire pits on days that we say are classified as a no-burn day, for example. Chief Sheets said that would be something they would have to handle administratively using WPOA tools and enforcement.

Chief Sheets suggested having Mr. Hux attend a meeting. The Board and Ms. McGarry were in agreement that it would be helpful and important for Mr. Hux to attend a meeting. Chief Sheets indicated that there was no rush as they would have to wait another year. Mr. Rutherford noted that the full Board did not need to meet with Mr. Hux and he suggested that possibly one or two Board members could meet with Mr. Hux and Chief Sheets. Mr. Rutherford commented that he would also like to meet Josh Bean. Ms. McGarry suggested that it would be helpful to the Board and the public to have Mr. Hux attend a Board meeting.

Mr. Rutherford asked Sheriff Embrey if the Virginia State Police had a fire marshal-type arson team. Sheriff Embrey responded that they have a bomb arson investigator, which would pertain to deliberately set fires.

B. FY26 County Health Insurance Renewal Authorization (R2025-16)

Ms. McGarry reported that the County had to submit its annual health insurance renewal to The Local Choice by April 1st each year. She stated that this year, the County was fortunate to have a zero percent increase in premiums, and their premium income at the current rates equaled the anticipated income requirement through June 30, 2026. Ms. McGarry stated that there was also no change to the recommended plan offerings, and they would continue to offer Key Advantage 250 (comprehensive and preventative), Key Advantage 500 (comprehensive and preventative), and a high-deductible health plan with a health savings account. She noted that these plans were for active employees and retirees not eligible for Medicare. She stated that they also offered a retiree Medicare plan called Advantage 65, which included dental and vision.

Ms. McGarry reviewed the County's health insurance renewal analysis from the local choice. She stated that the analysis detailed the income at current rates, with $1.6 million reflecting all the expected expenses for the year, which also equaled $1.6 million, resulting in a zero percent adjustment. She said their rates were based on the current plan enrollment and stated that they covered County employees, Department of Social Services employees, and Service Authority employees. Ms. McGarry said the breakdown presented showed who was on each plan under single, dual, and family coverage.

CURRENT PLAN ENROLLMENT
INCLUDING SOCIAL SERVICES
&
SERVICE AUTHORITY EMPLOYEES

RATES ARE BASED ON THE FOLLOWING PLAN ENROLLMENT:

	SINGLE	DUAL	FAMILY	TOTAL
Key Advantage 250	66	15	10	**91**
Key Advantage 500	23	2	1	**26**
High Deductible Health Plan	0	1	1	**2**
TOTAL	89	18	12	119

- *As of 3/10/25:*
  - *Employees eligible for coverage: 151*
  - *Total participation: 117*
  - *Participation Rate: 77%*

She stated there were 119 individuals considered in the rate renewal. She added that as of March 10th, there were 151 eligible employees for coverage, with total participation of 117, resulting in a 77% participation rate.

Ms. McGarry said the rate tables included in the resolution remained unchanged from FY25. She stated the retiree Medicare plan rate was $218, and reiterated that plan rates were the same for retirees not eligible for Medicare as for active employees. Ms. McGarry added that for those eligible for Medicare, the premium would be $218. She said she was happy to answer any questions, and stated that their staff recommendation was the adoption of Resolution R2025-16, Nelson County Board of Supervisors FY26 Health Insurance Renewal and Establishment of Rates, as presented.

Dr. Ligon asked Ms. McGarry why the adoption of the high-deductible plan was so low.

Ms. McGarry responded that she thought it scared people, as they are not used to having a health savings account in conjunction with that and how it works, so perhaps a bit more education would help. She added that it is possible there may not be enough differential between the rates of the high-deductible plan and the next lowest plan.

Dr. Ligon moved to adopt **Resolution R2025-16**, Nelson County Board of Supervisors FY26 Health Insurance Renewal and Establishment of Rates as presented. Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote, and the following resolution was adopted:

RESOLUTION R2025-16
NELSON COUNTY BOARD OF SUPERVISORS
FY26 HEALTH INSURANCE RENEWAL AND ESTABLISHMENT OF RATES

WHEREAS, Nelson County participates in the Local Choice Health Benefits Program and the renewal deadline for the next plan year of July 1, 2025-June 30, 2026 is April 1, 2025, and

WHEREAS, premiums for the next plan year will remain the same for the current Anthem Blue Cross Blue

Shield plan offerings;

NOW THEREFORE BE IT RESOLVED, by the Nelson County Board of Supervisors that Nelson County's 2025-2026 health insurance plan year renewal rates be hereby established for active employees and retirees as follows and submitted to Local Choice by the renewal deadline of April 1, 2025:

Active Employees	**FY26 (July 1, 2025-June 30, 2026)**		
Key Advantage 250	**Employee**	**County**	**Total**
Single, Comprehensive	$ 94.00	$ 845.00	$ 939.00
Dual, Comprehensive	$ 616.00	$ 1,122.00	$1,738.00
Family, Comprehensive	$ 1,167.00	$1,369.00	$2,536.00
Single, Preventative	$ 92.00	$ 826.00	$ 918.00
Dual, Preventative	$ 602.00	$ 1,097.00	$ 1,699.00
Family, Preventative	$ 1,141.00	$ 1,339.00	$ 2,480.00

Key Advantage 500	**Employee**	**County**	**Total**
Single, Comprehensive	$ 85.00	$ 765.00	$ 850.00
Dual, Comprehensive	$ 557.00	$ 1,015.00	$ 1,572.00
Family, Comprehensive	$ 1,056.00	$ 1,239.00	$ 2,295.00
Single, Preventative	$ 83.00	$ 746.00	$ 829.00
Dual, Preventative	$ 544.00	$ 990.00	$ 1,534.00
Family, Preventative	$ 1,031.00	$ 1,209.00	$ 2,240.00

High Deductible Health Plan	**Employee**	**County**	**Total**
Single, Comprehensive	-	$ 686.00	$ 686.00
Dual, Comprehensive	$ 402.00	$ 867.00	$ 1,269.00
Family, Comprehensive	$ 803.00	$ 1,047.00	$ 1,850.00
Single, Preventative	-	$ 665.00	$ 665.00
Dual, Preventative	$ 390.00	$ 840.00	$ 1,230.00
Family, Preventative	$ 780.00	$ 1,016.00	$ 1,796.00

Retirees Not Eligible For Medicare (Before County Supplement)	
Key Advantage 250	**Retiree**
Single, Comprehensive	$ 939.00
Dual, Comprehensive	$1,738.00
Family, Comprehensive	$2,536.00
Single, Preventative	$ 918.00
Dual, Preventative	$ 1,699.00
Family, Preventative	$ 2,480.00

Key Advantage 500	**Retiree**
Single, Comprehensive	$ 850.00
Dual, Comprehensive	$ 1,572.00
Family, Comprehensive	$ 2,295.00
Single, Preventative	$ 829.00
Dual, Preventative	$ 1,534.00
Family, Preventative	$ 2,240.00

High Deductible Health Plan	**Retiree**
Single, Comprehensive	$ 686.00
Dual, Comprehensive	$ 1,269.00
Family, Comprehensive	$ 1,850.00

Single, Preventative	$ 665.00
Dual, Preventative	$ 1,230.00
Family, Preventative	$ 1,796.00

Retiree Medicare Plans (Before County Supplement)	
Advantage 65 (Dental & Vision)	$218.00

C. Proposed Amendments to Chapter 2, Article IV, Section 2-125 Elections, Terms, Vacancies R2025-17

Ms. McGarry reported that the proposed amendments to Chapter 2 were a housekeeping matter to bring County code in line with state code. She said it changed just three words to align it with the state code. She explained that under the deadline for filing declarations and petitions for a general election, it should read the third Tuesday in June instead of the second Tuesday in June; under the deadline for a special election held to fill a vacancy, it should read 81 days before the election instead of 74 days; and under the special election section, it should be the third Tuesday in June instead of the second Tuesday in June.

Mr. Reed noted that they would need to authorize a public hearing to move this forward. Ms. McGarry noted that the public hearing would be held on April 8, 2025 at 7 p.m.

Mr. Rutherford moved to adopt **Resolution R2025-17** as presented to move the item to public hearing. Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote, and the following resolution was adopted:

RESOLUTION R2025-17
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR PUBLIC HEARING
AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA
CHAPTER 2, ADMINISTRATION, ARTICLE IV SCHOOL BOARD

BE IT RESOLVED, that pursuant to §15.2-1427 of the Code of Virginia 1950 as amended, the County Administrator is hereby authorized to advertise a public hearing to be held on **April 8, 2025 at 7:00 PM** in the General District Courtroom in the Courthouse in Lovingston, Virginia. The purpose of the public hearing is to receive public input on an Ordinance proposed for passage to amend Chapter 2, Administration, Article IV, School Board, Division 2, Election of Members, Sec. 2-125(k) Election, terms, vacancies. Proposed amendments to Sec. 2-125(k) would align the County Code with Code of Virginia §24.2-506 and §24.2-507, which outline the number of qualified voters needed on candidate petitions and the relevant filing deadlines. §24.2-507 was updated in 2021 when primary elections in Virginia were changed from the second Tuesday in June, to the third Tuesday in June. These changes in the Code of Virginia had not been incorporated in the County Code and need to be updated prior to June 2025.

D. Zoning and Subdivision Ordinance Update - Zoning District Drafting

Ms. Bishop reported that on February 26, there was a joint work session with the Board of Supervisors and the Planning Commission as part of the zoning and subdivision ordinance update project. She stated that there were some time constraints due to the Planning Commission meeting being scheduled right after that, so some of the planned discussion could not take place.

Ms. Bishop said that the Berkeley Group is now seeking direction for drafting new zoning districts for the County, which would be the focus of their April work session. She stated that staff has been asked to discuss with the Board which three out of five potential new zoning districts they would like to see drafted:

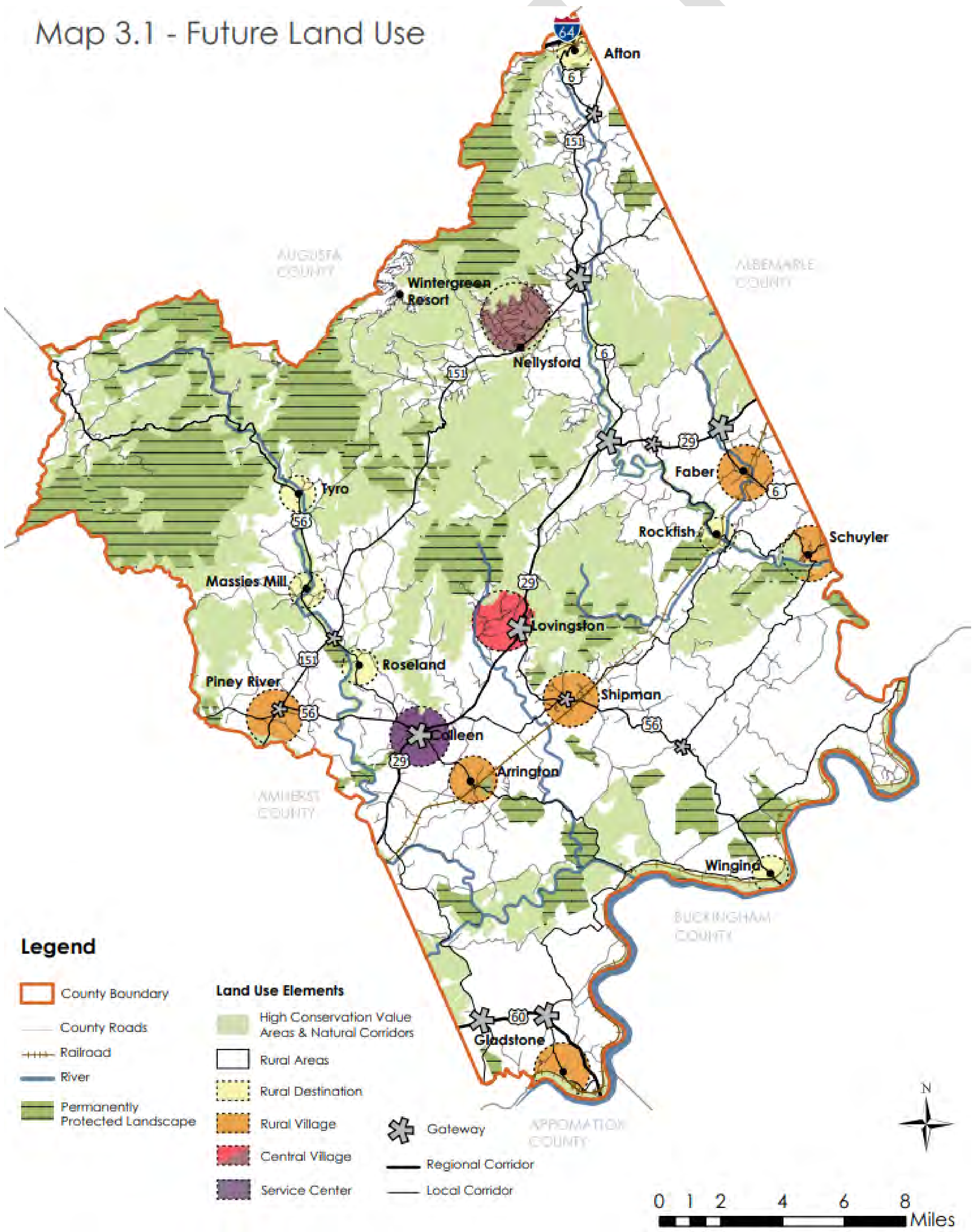
- Residential (R-3)
- Mountain Ridge Overlay (MRO)
- Village Overlay (VO)
- Route 29 Corridor Overlay (CO29)
- Route 151 Corridor Overlay (CO151)

Ms. Bishop said this effort includes establishing ways to implement new zoning districts, serving different land use objectives, calling out strategies from the comprehensive plan, and evaluating current zoning district densities to allow for additional housing in appropriate areas. She stated that other objectives are discouraging ridgeline development to protect standing few sheds and continuing to support the tourism industry while being mindful of over-tourism, as well as diversifying tourism assets across the County to distribute traffic and prevent negative impacts to local quality of life.

Ms. Bishop said the first of the potential drafts is a Residential R-3 district, which is intended to address the need for increased housing availability and diversity in areas identified in the Comprehensive Plan as suitable for higher-density development. She stated that it would provide opportunities for a larger mix of housing types, including single family homes, townhomes, condos, and multifamily dwellings, to better accommodate residents at different income levels and life stages. Ms. Bishop said that the R-3 district would allow higher density allowances, smaller lot sizes, and permit taller and larger structures. She stated that development standards could be tailored to promote walkability, connectivity, and access to other infrastructure. Ms. Bishop said that implementing this district would help meet the Comprehensive Plan's housing strategies and direct residential growth in areas where the infrastructure can support it.

Ms. Bishop said that there are also potential Overlay Districts, with the first being a Mountain Ridge Overlay (MRO) designed to protect vital and vulnerable natural assets, including steep slopes, ridgelines, and ecologically sensitive areas. She stated that this district would include strict district and use standards to preserve natural landscapes, prevent erosion and deforestation, and protect view sheds. Ms. Bishop said that given the County's reliance on scenic tourism, outdoor recreation, and conservation efforts, this overlay would serve as a critical tool in balancing development with environmental stewardship and would help meet goals outlined in the Comprehensive Plan.

Ms. Bishop said that there is also a Village Overlay district (VO) intended to formally integrate the guidelines for the County’s rural villages—including Arrington, Faber, Lovingston, Piney River, Schuyler, and Shipman, as shown on the County’s future land use map.

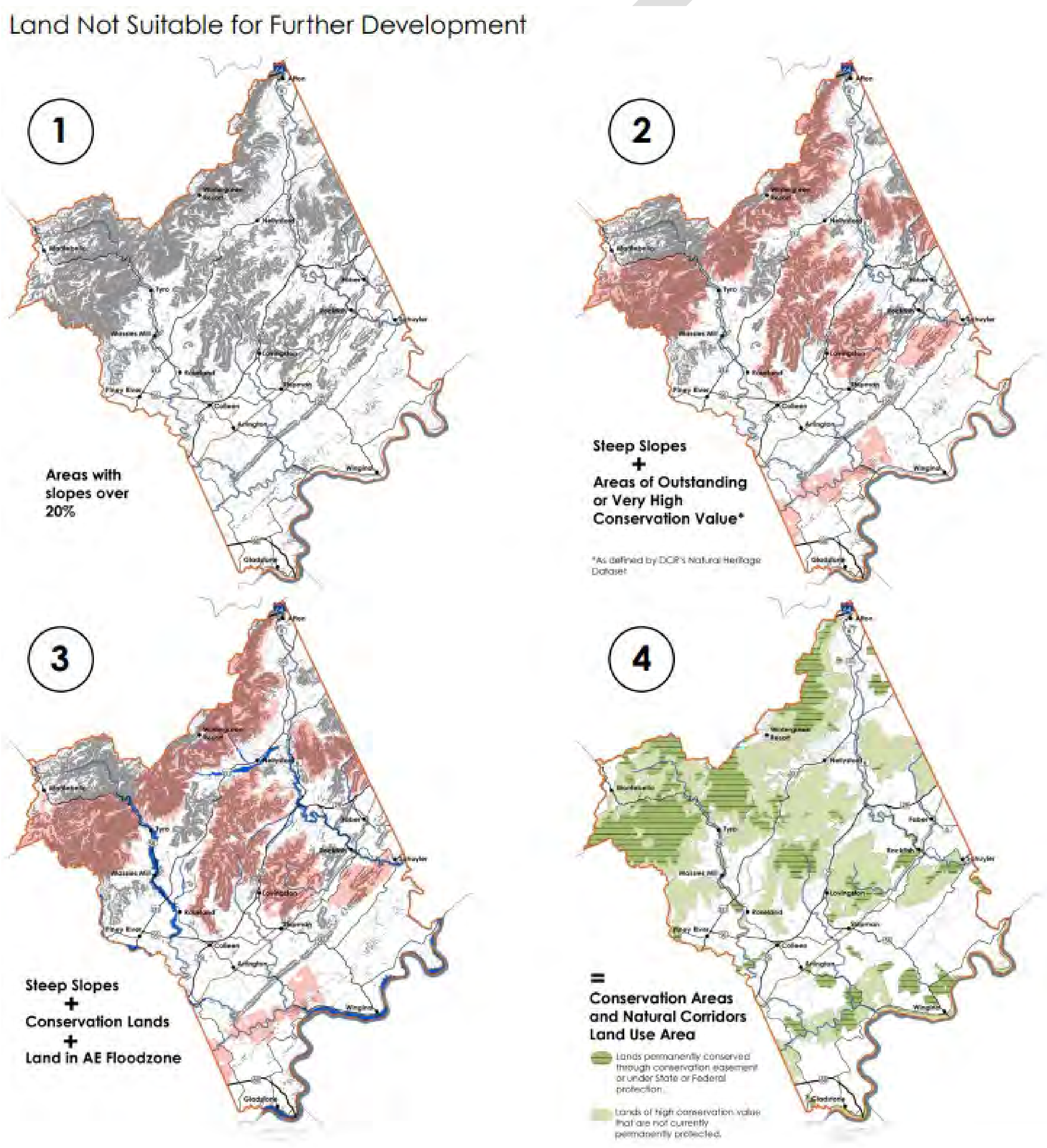


Ms. Bishop stated that Lovingston has its own category. She said that the Village Overlay district would establish zoning regulations tailored to the distinct character and development needs of these village areas, differentiating them from A-1 and R-1, which currently encompass most of these areas. She stated that it would allow a broader range of uses, increase density for housing, provide village-specific design standards, and promote context-sensitive growth that preserves the historic and rural character of the communities. Ms. Bishop said that considerations could include mixed-use development, small-scale commercial uses to support local needs, and design guidelines that enhance walkability and maintain that village aesthetic.

Mr. Rutherford asked if, regarding village-specific design standards, they were proposing an architectural review board or similar body. Ms. Bishop said they could if they wanted, but the intent of this as presented is just to ensure that infill redevelopment and future development fit in with the character of the area, so perhaps decreasing setbacks where they are already closer to the road.

Ms. Bishop said the County's future land use map highlights designated village areas, with Lovingston, Colleen, and Nellysford having their own designations, while Piney River, Gladstone, Schuyler, Shipman, Faber, and Arrington are under the general village designation.

Ms. Bishop reviewed the maps below:



She stated that the first category on the map indicates slopes over 20%, with the second adding high conservation value areas, the third including flood zones, and the fourth covering conservation areas and natural corridors land use areas. She pointed out steep slope locations and noted that the Wintergreen area is not regulated by the rest of the zoning ordinance, so this would apply to the other areas.

Ms. Bishop stated that other corridor overlay district options include Route 29, which is a major gateway corridor focused on tourism-related development and preventing overdevelopment elsewhere. She said that this overlay could streamline tourism-related business by lowering entry barriers, could include designating tourism uses as by-right within the overlay, allowing greater lot coverage, and providing flexibility in development standards to support businesses that align with the County's goals. She stated that the introduction of design and landscaping standards would maintain rural character, creating a visually cohesive environment and a strong impression for visitors, while protecting natural aesthetics.

She said topography and infrastructure are significant challenges. Ms. Bishop stated the Route 151 corridor overlay district would also manage development, but unlike Route 29, would the Route 151 Corridor Overlay District would emphasize preservation and stricter land-use controls to mitigate impacts. She said Route 151 already hosts many businesses, particularly those relating to tourism and agritourism, and new regulations could limit uses, reduce lot coverage and building footprints, and increase setbacks and requirements.

She stated these measures would ensure future growth aligns with the County's long-term vision, balancing economic activity with conservation. Ms. Bishop said that in 2023, the County received a $100,000 Growth and Accessibility Planning Technical Assistance (GAP-TA) Grant from the Office of Intermodal Planning and Investment to develop the Nellysford Area Growth Management Plan (NAGMAP), which included public engagement. She stated community pushback forced the County to withdraw from the award, but staff would like to reapply for the grant this fall for a dedicated planning process for the Nellysford area.

Ms. Bishop said the Berkley Group, after public and staff input, recommends R-3 and Mountain Ridge Overlay districts. She noted that the Board needed to choose three of the five overlays to be drafted. She stated staff's recommendation is R-3, Village overlay, and the Mountain Ridge overlay. She said that once the Board decides, the plan will go to the Planning Commission meeting on March 26th for input and consent. She stated that the Berkeley Group will then draft the overlays and present them at the next joint work session on April 23rd at 5pm.

Ms. Bishop said their first work sessions yielded R-3, Village overlay, and Mountain Ridge overlay, but if the Board wanted to pursue additional districts, staff could get a work order amendment to add more districts. She also confirmed that the ordinance would address both steep slopes at 20% and critical slopes at 35%. She noted that the Mountain Ridge Overlay District is only for ridge lines with an elevation of 2,000 feet or greater. She said that basically, it is either the crest or the series of crests over 2,000 feet and 500 feet below that to the adjacent valley, so it was 100 feet from that top of the ridge line. Dr. Ligon asked if any of the maps showed Mountain Ridge Overlay. Ms. Bishop noted that the maps showed steep slopes but she was not able to obtain a ridgeline map prior to the meeting.

Mr. Rutherford was in agreement to do the R-3 and Village Overlay districts. Mr. Reed noted that he was in favor of the Mountain Ridge Overlay. He asked how the Route 151 Corridor Overlay would play into the Nellysford Area Growth Management Plan that Ms. Bishop was proposing. Ms. Bishop explained that if they were to pursue the Nellysford Area Growth Management Plan through the GAP-TA program, then the 151 corridor would not be an overlay district that would need to be drafted at this time. She noted that they would get through the area plan, which would generate recommendations that would then be incorporated into the ordinance, with separate public hearings, after the area plan is adopted. She confirmed that the aspects of a 151 Corridor overlay could be incorporated into that growth management plan.

Mr. Reed commented that it would make sense that if the County were to qualify for the GAP-TA grant again like they did previously, that they could focus their energy specifically on the Nellysford/151 Corridor area, and they would not have to pay for Berkely Group to do it. Dr. Ligon asked what the public pushback was in regards to the Nellsyford grant. Ms. Bishop explained that the state code used the term "urban development area," and it was a bad term because that was not the intent of the code when it was initially adopted into the state code. She commented that the initial intent was for more urban development areas to promote growth, and over the years as the legislation changed, they changed the purpose of it. She indicated that they could call the districts whatever they wanted to, growth area or Nellysford Area Growth Management Plan, but the technical term in the state code was a UDA or "urban development area". She noted that once the term "urban development area" got out into the community, it understandably scared a lot of people and staff were unable to obtain public buy-in before the grant was issued. She commented that in conjunction with the grant issuer, they had said to make sure to get the public involved, even though the process has its own public engagement aspect, then it could be revisited. She noted that the plan was already drafted and ready to go, it was just a matter of reapplying. Mr. Reed commented that it was a planning grant, so whatever came out of that could be incorporated into the ordinances. Ms. Bishop confirmed that was correct. She noted that it was delineated from Glenthorne Loop up to Tuckahoe Antiques, within a certain distance on either side of the 151 corridor.

Dr. Ligon asked for a map to show the Mountain Overlay District and the percentage of the County that would encompass. Ms. Bishop indicated that she could work on getting that information. She commented that if the district were under or over a certain percentage, they could potentially look at the Route 29 Corridor overlay. She reminded the Board that a work order amendment could also be done to add an overlay district. Ms. McGarry asked Ms. Bishop if there was a determine cost per additional district. Ms. Bishop reported that it would cost $2,500 per each additional district.

Mr. Rutherford asked if they were to do the 151 overlay and not the 29 overlay, would they just be kicking the can down the road to do something when they did the zoning remapping for Nelson. Ms. Bishop said that would be a countywide effort, and the overlay would be delineated through the zoning map update process. She said they would have the ordinance in place, then delineate those areas when they did the map update. Mr. Rutherford said if 151 gets an overlay, 29 needs an overlay.

Ms. Bishop noted that the intent is for Route 151 to be incorporated later after they get the full area plan, and that would be her recommendation. Mr. Reed commented that he thought 29 could use an overlay. Ms. Bishop commented that there was the thought that if they did a Route 29 corridor incentive overlay, it effectively would dis-incentivize the Nellysford/Route 151 area.

Dr. Ligon noted that she also liked the 29 Corridor overlay. Mr. Reed suggested that they pursue the 29 corridor, adding it instead of substituting or swapping out anything. Mr. Rutherford asked if there was a reason they had to choose three out of five overlay districts. Ms. Bishop explained that was what was they had scoped out in the original agreement. Ms. Bishop confirmed that if they were to add one more overlay district, it would cost an additional $2,500. She noted that they could do R-3, Village Overlay, and the Route 29 Corridor. She noted that she could get a map going for the Mountain Ridge overlay, and then the Board could decide whether that was something they wanted to pursue. She suggested that they pick the three priorities, and the last one could be decided once they look at the map, or they could just ask for a work order amendment to add a fourth district. Mr. Rutherford commented that he would be interested in seeing what the Mountain Ridge would look like because the Planning Commission also needed to be cognizant of what percentage of acreage was being impacted by that. He noted that Shipman had a lot of mountains. Dr. Ligon suggested that a lot of Shipman may be in the Mountain Ridge overlay. Dr. Ligon indicated that she would like to see the map of the Mountain Ridge overlay.

Mr. Rutherford suggested that they do R-3, Village Overlay, and the Route 29 Corridor, and then they could consider the Mountain Overlay as an amendment. Ms. Bishop said she would take this to the Planning Commission. She indicated that she should be able to have an elevation map in time for the Planning Commission, which she would also send to the Board. She noted that the Board could then decide whether to pursue a work order amendment to add a fourth overlay district for the Mountain Ridge Overlay. Mr. Parr asked if there was a deadline to add that overlay. Ms. Bishop noted that it could be done at any time. She also clarified that the state code authorizes localities to regulate ridgeline development, and they have definitions for that, so it would have to be all over 2,000 with that 500.

The Board was in consensus for the three overlay districts to include: R-3, Village Overlay and Route 29.

The Board took a brief recess.

VI. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

A. Reports

1. County Administrator's Report

Ms. McGarry provided the following report:

A. DSS Building Project: Ms. McGarry reported that the final schematic design and building specifications are nearing completion, with a March 26th meeting to review all of the design drawings with County staff and the design committee, then a planned presentation to the Board at their April 8th meeting with a request for authorization to allow the project to go out to bid. She said that closing on the property has been finalized. She presented an adjusted financing/bid schedule:

- April 8th Board Meeting– BOS considers authorization to bid the project
- May 1st – Virginia Resources Authority (VRA) financing application is due
- May 13th Board Meeting – Davenport presents VRA Summer Pool plan of finance

- Late May – Construction bids received
- By June 1st – Construction contract in place
- June 10th – BOS considers approval of construction contract and considers approval of financing resolution and documents
- July 23rd – VRA bond sale
- August 6th – Tentative VRA closing

B. High School Renovation Project Key Dates:
- March 11th Board Meeting – BOS holds public hearing on financing and considers resolution approving financing and associated documents
- April 22nd – VPSA bond sale
- May 6th – Executed closing documents due to VPSA
- May 13th - Tentative VPSA closing

C. FY26 Budget: Ms. McGarry stated that the general fund budget introduction is now planned for the March 18th budget work session, and staff is anticipating receipt of the FY26 School Division funding request on March 17th.

D. Remaining 2025 General Assembly Session Dates:
- April 2nd – Reconvened session for Governor's amendments and vetoes

E. Additional Street Lighting in Lovingston: Ms. McGarry reported that Jeff Brantley had met with an AEP technician, and three new lights will be installed in Lovingston at corner of Front Street and Main Street; according to AEP, there should be no charge for installation, and the monthly cost is minimal at $6-$12 per light.

F. Regional Water Supply Planning: Ms. McGarry reported that a regional water supply planning kickoff meeting for the Middle James River 2 Regional Planning Unit (RPU) will be held in Altavista on March 24, 2025. She said that she and George Miller of the Service Authority are the County's primary representatives, with Jennifer Fitzgerald and Amanda Spivey as designated alternates, respectively. She said that other localities in the RPU are Amherst, Appomattox, Campbell, Nelson, City of Lynchburg, Town of Amherst, Town of Appomattox, Town of Brookneal, and Town of Pamplin City. She noted that planning district commissions and member locality service authorities are additional participants, and regional water supply plans are due to be submitted to DEQ by October 10, 2029.

G. CHA Proposal Follow-Up on Larkin Phase 1 Well Evaluation ($18,000): Ms. McGarry reported that the Board had requested follow-up work to CHA's reported findings from the Phase I study results, including a Dillard Creek water source evaluation (authorized January 2025) and a Phase 1 well evaluation. She said the Board had questions regarding the provided proposal, for which CHA provided the following clarification: The Phase 1 well investigation uses resistivity imaging to map the geologic formations on the property. This will identify location(s) where well development is most likely to be successful. Based on the geology, this could be a single location or multiple locations. Regardless, the well sites will be ranked in order of favorability. CHA will prepare a "proposed well site" drawing and will provide estimated costs to drill test wells and perform drawdown tests. Based on the proposed well site drawing developed by CHA, the County can get proposals from local well-drillers to prepare a test well drilling plan that includes estimated costs for various depths of test wells, drawdown tests, and water quality testing, or alternatively, CHA could add this level of local pricing coordination to the proposed scope for an additional $6,000. She said that once these cost proposals are obtained, the County can proceed with hiring a well-driller to establish the test wells and perform the drawdown and water quality testing according to the test well drilling plan, and the actual drawdown tests will determine how much water can be withdrawn from any identified well(s).

Ms. McGarry stated that this level of detail is needed to know whether or not any new volume produced on the Larkin property is sufficient to support planned development there and provide any additional Lovingston system-wide water capacity. She said that Mr. Steele advised that typically, when a County identifies the need for additional water, they would work with the Authority to develop the additional water and then it gets turned over to the Authority for operation, maintenance, and maintaining regulatory compliance. She said the new source can support any area that is agreed upon by both parties, assuming it meets the details in any current agreements and produces enough volume to support multiple development areas.

Mr. Rutherford asked if the $18,000 estimate was to look at the site to determine where to put the wells. Ms. McGarry explained that the resistivity testing would be used to identify where the aquifers are and where the water is located on the property, which would show where the likelihood of good wells would be. Ms. McGarry noted for CHA to coordinate the well drilling process, it would cost another $6,000. She indicated that County staff could also do the same.

Dr. Ligon asked if the Service Authority was aware of this, as communication has been an issue in the past. Mr. Reed responded that they do have good communication, and the Service Authority does not go out and create new service areas for itself—it was based on direction from the County to do that.

Ms. McGarry stated that there would be a lot more coordination with the Service Authority once the plan was identified to drill these wells, and it provided enough water beyond just serving the Larkin property, to increase capacity for the whole system. She said that typically localities develop the infrastructure, then the service authorities manage and operate them. She also confirmed that the would need the scientific data behind what they want to do in order to get certain grant funding or DEQ funding, etc.

Mr. Rutherford commented that he was prepared to proceed. He noted that he thought in his experience, the best science was always the guy with the stick locating the well location for free. He commented that they could probably get a few holes dug for $18,000, depending on the depth. He noted he felt it was an extra unnecessary step to do the testing when they could drill a well. Dr. Ligon asked if they were to proceed and needed to find funding, would they need to have the report in hand. Ms. McGarry confirmed that they would need to scientific data behind what they wanted to do, in order to get certain grant funding or DEQ funding. Ms. McGarry noted she understood where Mr. Rutherford was coming from and did not disagree, she commented that this was just the part of the process if they wanted to obtain other funding.

Mr. Rutherford moved to approve CHA Proposal Phase I well evaluation at $18,000, with the additional $6,000 for local pricing coordination to the proposed scope. Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote.

A. Meals and Lodging Tax Collection and Lodging Entity Tracking: Ms. McGarry stated that the number of lodging units is 816, up from 815 in the previous report.

Mr. Rutherford asked if it would be possible to get this broken out by zip code. Ms. McGarry responded that it might take a bit of time, but staff could work on that.

B. Staff Reports: Department and office reports for February/March have been provided.

2. Board Reports

Mr. Rutherford:

Mr. Rutherford reported that he had attended a TJPDC meeting recently and had a good discussion about data centers and what that future looks like. He said there were some concerns with the changeover of federal administrations and potential impact on funding mechanisms, but it appeared that nothing has been disrupted on the TJPDC side.

Mr. Rutherford noted that the Jail Board did not meet the previous month. He indicated that he would be unable to attend the next meeting on Thursday due to the Regional Housing Partnership.

Mr. Rutherford stated that he had gotten information recently on median household sales in Nelson County from the Charlottesville Area Association of Realtors (CAAR), and those benchmarks have been in the $400's and $500's. He said he is also getting data from the Lynchburg Association of Realtors to assess that part of the County and areas such as Arrington and Piney River.

Mr. Rutherford said he had met with constituents recently regarding the crosswalk in Lovingston. He stated that the Lovingston Merchants Association had met recently, with strong attendance, and some of those members would be meeting with Ms. Bishop soon to get an idea of what the village of Lovingston would look like, and discuss how the association can support Lovingston throughout the zoning process.

Dr. Ligon:

Dr. Ligon reported that they had a Planning Commission meeting following the Board's joint session and held a public hearing for a special use permit, which would be coming before the Board in May. She said they also had a battery storage project presentation.

Mr. Parr:

Mr. Parr reported that there was a fundraiser held the previous Friday night for the Fleetwood Community Center at the Massey's Mill Ruritan Club spaghetti dinner, which raised almost $10,000. He noted that the event had been put together in just two weeks, and Jessica Fitzgerald was the organizer.

Mr. Parr stated that there had been a design committee meeting for the DSS building that included details such as colors and textures, and the Board would be seeing that presentation next month.

Mr. Parr said the EMS Council had met a few weeks earlier, and they are in support of the fire marshal position.

Mr. Parr said they also had the battery storage presentation at Central Virginia Electric Co-op, and the project they are working on is essentially a storage unit that can store energy at off-peak times at a cheaper price and then release it at high-peak times. Mr. Parr commented that he did not feel they needed to amend an ordinance for this, as it was just part of their regular work, and they should be allowed to proceed as part of their regular work, and allow it to be an accessory to the utility. He noted he had asked the Chair of the Planning Commission about this, and he was in agreement.

Mr. Reed noted that he and Ms. Bishop had discussed this and he thought Mr. Parr's suggestion was solid. Mr. Parr asked if the Board could direct the Planning Commission to not amend the ordinance as this would be within normal operations. Mr. Reed suggested that the Board could make a recommendation to the Planning Commission, and the Planning Commission could then make their decision. Ms. McGarry noted that it sounded like the Board could make a recommendation to the Planning Commission, but not direct them to stop something that they initiated. Dr. Ligon stated that she did not think they were wrong. She cited concerns with how many new people were on the Planning Commission. She commented that good education and communication would be a requirement to help them side step this. She stated that she did not know enough about this specific issue to weigh in one way or another. Mr. Parr indicated that he had met with the Planning Commission Chair to have a conversation about it prior to this meeting.

<u>Mr. Reed</u>:

Mr. Reed reported that the previous Wednesday, they had held the final public meeting on the Hat and Black Creek DEQ-inspired TMDL study. He stated that the results of the study were presented, including funding opportunities and options for citizens living in those areas to help reduce sediment and phosphorus entering Hat and Black Creek. Mr. Reed said it was a great meeting and noted that a 25-day comment period was now underway. He stated that he was unsure there would be many comments, as attendees had stayed through to the end and had all their questions answered. Mr. Reed said that any comments submitted by the County or the community would be entered into the record.

Mr. Reed reported that the Drug Recovery Court Advisory Committee had also met, and he described the tone as positive and upbeat—about as much as one could expect in the Commonwealth Attorney's Office. He stated there had already been two graduations of participants who had completed the court's program. Mr. Reed said there were six current participants, with more graduations planned for April, August, and December. He stated that the average time for a participant to complete the program was about 18 months, underscoring the significant commitment involved from both participants and the supporting people and agencies. He said the positive outlook among all involved had made the experience very rewarding thus far.

B. Appointments

Ms. Spivey reported that there were two vacancies: one on the Economic Development Authority, as Mr. Averitt had stepped down from the EDA to serve on the Planning Commission, with advertising happening now for applicants; additionally, Mary Cunningham's term as alternate on the Board of Zoning Appeals expires at the end of March, and she has indicated that she does not wish to serve again, so that is also being advertised. She indicated that both positions were at large and not by district.

C. Correspondence

There was no correspondence.

D. Directives

There were no directives.

VIII. CLOSED SESSION PURSUANT TO §2.2-3711(A)(7) REGION 2000 LANDFILL LITIGATION

Mr. Rutherford moved that the Nelson County Board of Supervisors convene in closed session to discuss the following as permitted by Virginia Code Sections 2.2-3711(A)(7) – "Consultation with legal counsel and briefings by staff members pertaining to actual litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body" – Litigation pertaining to the Region 2000 Services Authority." Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote.

Supervisors conducted the closed session and upon its conclusion, Mr. Rutherford moved to reconvene in public session. Dr. Ligon seconded the motion and there being no further discussion, Supervisors voted unanimously (4-0) by roll call vote to approve the motion.

Upon reconvening in public session, Mr. Rutherford moved that the Nelson County Board of Supervisors certify that, in the closed session just concluded, nothing was discussed except the matter or matters specifically identified in the motion to convene in closed session and lawfully permitted to be discussed under the provisions of the Virginia Freedom of Information Act cited in that motion. Mr. Parr seconded the motion and there being no further discussion, Supervisors voted unanimously (4-0) by roll call vote to approve the motion.

IX. OTHER BUSINESS (AS PRESENTED)

The Board had no other business to discuss.

X. ADJOURN CONTINUE - EVENING SESSION AT 7PM

At 4:42 p.m. Mr. Reed continued the meeting 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 7:01 p.m. with four (4) Supervisors present to establish a quorum, Mr. Harvey was absent.

II. PUBLIC COMMENTS

There were no persons wishing to speak under Public Comments.

III. PUBLIC HEARING

A. Proposed Bond Financing - High School Renovation Project (R2025-18)

Consideration of a resolution authorizing the issuance of an estimated maximum of $25,000,000 principal amount of general obligation school bonds of the County. The proposed uses for which more than ten percent of the Bond proceeds are expected to be used are the financing of 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, and also including costs of issuance of the Bonds, all of which constitute a capital project for public school purposes. The Bonds will be sold to the Virginia Public School Authority.

Ms. McGarry stated that tonight's public hearing is on the proposed bond financing for the high school renovation project, held pursuant to Virginia State Code Section 15.2-2606. She said the public hearing was authorized by the Board of Supervisors Resolution R2025-09, adopted February 18, and County notices were published on February 20 and February 27. Ms. McGarry stated that the Public Finance Act of 1991, Chapter 26 of Title 15.2, and the State of Virginia Constitution provide the authority to issue bonds without the approval of voters. She said §15.2-2638 says that voter approval is not required for a county (i) to contract debt or to issue bonds described in Article VII Section 10(a)(1) and (3) of the Constitution of Virginia, (ii) to issue refunding bonds, (iii) or issue bonds with the consent of the school board and the governing body of the county for capital projects for school purposes which are sold to the literary fund, the Virginia Retirement System, or other state agency prescribed by law.

Ms. McGarry stated that action that has been taken by the School Board and Board of Supervisors related to this bond issuance, pursuant to Code of Virginia §15.2-2640, noting that the School Board adopted a resolution requesting the Board of Supervisors to issue general obligation school bonds for school purposes and consenting to the issuance thereof on February 20, 2025.

Ms. McGarry stated that following the public hearing tonight, the Board will consider the adoption of Resolution R2025-18 authorizing the issuance of general obligation school bonds to be sold to VPSA in the Spring 2025 Pooled Bond Sale for the purpose of financing school capital projects, including but not limited to 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.

She said Resolution R2025-18 provides and authorizes the borrowing of the amount not to exceed $25 million in general obligation school bonds for the purpose of financing school capital projects as outlined. Ms. McGarry stated that the bond proceeds will be used to repay bond anticipation note draws of $1,025,962 and project costs not covered by the School Construction Assistance Program (SCAP) grant. She stated that the resolution authorizes the execution of the included form of bond sale agreement which indicates an amount to be funded of $22,065,327 plus, if needed, an amount to finance closing costs and capitalized interest in the amount of the proceeds. She said VPSA requires that both a not to exceed amount, which is the $25 million, and an anticipated amount to be borrowed to be specified in the resolution, which is $ 22 million.

Ms. McGarry stated that the final amount to be borrowed will be provided to VPSA by April 4 2025, and no significant change, if any, is anticipated in that number. She stated the resolution also authorizes the sale of the bonds and details the parameters of the bond issuance. Ms. McGarry said the maximum principal is not to exceed $25 million and the bonds may be sold for a purchase price no lower than 95% of the proceeds requested. She stated the resolution provides details of the school bond interest and principal payments. She said semi-annual interest payments begin January 15, 2026 and occur each January 15 and July 15; principal payments will begin July 15, 2028 and occur each July 15. Ms. McGarry said the annual interest rate is not to exceed 5.5 percent. She stated final maturity shall not exceed 30 years which is no later than July 15, 2054. She said redemption or prepayment is not allowed in whole or in part prior to July 15, 2035.

Ms. McGarry stated the resolution also provides that U.S. Bank Trust Company, NA of Richmond Virginia is the designated paying registrar and transfer agent. She said the County makes principal and interest payments to U.S. Bank, the paying agent, which assures that money is properly applied for the benefit of the holder of the local bond, which will be VPSA. Ms. McGarry stated that U.S. Bank also keeps track of the local bond ownership and assists with any ownership transfers, which is typically unlikely. She said the resolution also authorizes the County's participation in the State Non-Arbitrage Program (SNAP) through the included form of proceeds agreement. She stated SNAP receives, disperses, and invests the bond proceeds and investments authorized by Virginia law, also tracking the interest earnings. Ms. McGarry said SNAP also tracks withdrawals of project expenses and investment income allowing the County to be able to comply with federal tax regulations. She said interest earnings can be applied to eligible project costs once all principal is spent first. Ms. McGarry noted that participation in SNAP and the hiring of paying agent are both requirements of VPSA for participating localities in their bond sales.

Ms. McGarry stated that the resolution also directs that a certified copy of the resolution be filed with the clerk of the circuit court in compliance with the Public Finance Act of 1991 of the state code. Ms. McGarry said it authorizes the issuance of the local school bonds pursuant to the Public Finance Act of 1991 of the state code of Virginia, and also authorizes further action and ratifies previous action taken. Ms. McGarry said such actions to enter into and execute such documents, instruments and agreements as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the local school bond including execution of the paying agent, registrar transfer agent agreement with the bond registrar and paying agent for the local school bond and the redemption prepayment and refunding in full of the outstanding amount of the Economic Development Authority of Nelson County, Virginia $2.5 million maximum principal amount lease revenue bond anticipation note Series 2024A utilizing the proceeds of the local school bond, other available funds, or both.

She said it also provides that all actions of the officers, employees and agents of the County or the School Board previously taken in furtherance of the purposes of this resolution including submitting a financing application to VPSA in connection with this local school bond (VPSA application) are hereby approved, confirmed and ratified. Ms. McGarry reported that the VPSA 2025 spring pool bond sale key dates noting that the VPSA will approve applicants and the issuance of bonds in the spring pool sale on March 13, 2025. She stated that the VPSA bond sale commitment date is April 4, 2025; which is when the County has to commit to the sale. Ms. McGarry said the bond sale is scheduled for April 22 and the interest rates are locked in at that point and then the tentative closing date is May 13, 2025.

Ms. McGarry stated that the annual debt service for this project is already incorporated into the County's $35.1 million debt capacity strategy such that established debt service reserves and funds retained from declining debt balances cover this cost. Ms. McGarry said there are no new revenues from the General Fund required to cover this debt. She stated a debt service repayment schedule will be developed once the interest rate is locked in and the bonds are issued. Ms. McGarry presented a page from the County’s last debt capacity analysis, stating that it shows that this debt is already considered within the strategy, and the debt service is already within existing funds in the Debt Service Fund.

Alternative Scenario | $35,100,000 of Projects

Overview

Summary Results

- Projects Funded with Debt (Total: $35,100,000):
  - Land Purchase: $2,600,000
  - DSS Building: $10,000,000
  - School Renovation: $22,500,000
- Recurring Debt Service:
  - $2,480,000
  - Fully funded by the existing Budget for Debt Service and the balance currently held in the Debt Service Reserve.
- The County is able to fund all $35,100,000 of projects that are currently in progress with the FY 2024 Budget for Debt Service of $3,325,284 and approximately $1,200,000 of the fund balance currently held in the Debt Service Fund.
  - Assuming all $3,235,000 of the Debt Service Fund Balance at FYE 2023 is available for the County's capital plan, an additional $11,350,000 of projects could be funded without the need for additional dedicated revenues.

Key Assumptions

- This analysis incorporates the following:
  - The County's FY 2024 Budget for Debt Service; and
  - The $3,235,000 balance currently held in the Debt Service Reserve.

	Use of Natural Affordability/Strategic Funding Approach	
1		
2	Recurring Revenues Available for Debt Service	$ 3,325,284
3		
4	Debt Service Fund Balance Utilized	$ 1,200,000
5		
6	Total Project Costs Funded	$35,100,000
7	Annual Debt Service to Fund Project Costs(1)	$ 2,480,000
8		
9	Additional Capacity for Projects	$11,375,000
10	Recurring Revenues Required	-
11	Use of Available Debt Service Fund Balance	2,035,000

(1) Assumes 5-Year BAN for initial Land Purchase; 25-30 year Long-term DS borrowing @ 5.0%.

She presented a page showing the current debt principal and interest payments and how when those payments take place, not including any new debt.

Section 7 | Debt *(continued)*

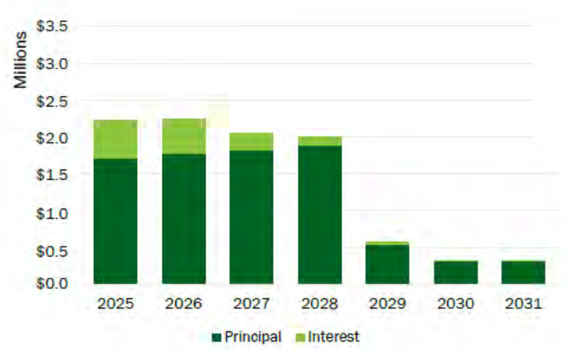
Existing Tax-Supported Debt

Tax-Supported Debt Service

FY	Principal	Interest	Total
Total	$ 8,354,000	$1,380,866	$9,734,866
2025	1,702,000	526,246	2,228,246
2026	1,767,000	469,311	2,236,311
2027	1,826,000	215,944	2,041,944
2028	1,879,000	116,584	1,995,584
2029	545,000	32,859	577,859
2030	315,000	14,922	329,922
2031	320,000	5,000	325,000

Note: the table above and graph to the right include the interest on the 2022 and 2024 Lines of Credit.

Tax-Supported Debt Service



Par Outstanding – Estimated as of 6/30/2024

Type	Par Amount
Existing Long-term Debt	$8,354,000
Existing Lines of Credit (1)	6,800,000
Total	$15,154,000

(1) Existing Lines of Credit are to be permanently financed over a longer period.

Ms. McGarry noted that Davenport representatives Ben Wilson and Gracie Caplice from Davenport are here for any financing and bond issuance, as well as Paul Jacobson from Sands Anderson, PC. Ms. McGarry stated that Sands Anderson is the County's legal bond counsel and they can answer any legal bond issuance. She noted that school division staff were present to answer any project questions.

Mr. Reed opened the public hearing.

Allen Dolleris - Afton, VA

Mr. Dolleris said he was a teacher at Rockfish Elementary School for 21 years and had just retired two years ago. He stated that the high school is a place that all the kids in this County go eventually—even those who may have gone to private schools such as North Branch—and the high school serves as a community hub. He said he knows that it is aging, as he subbed there a few times after retirement and could tell the different phases of renovations over time. He said that the maximum numbers are pretty well planned, but it might be hard to add that much money to an unknown project on an existing facility versus a new structure. He emphasized that they should actually make it right for the next generations. Mr. Dolleris noted separately that as a subscriber to the Nelson County Times, he had not received a paper this year, so if public notices were going out in the newspaper, he did not see them. He commented that he did not know this item was on the agenda for this evening until he had talked with a friend. He noted that he was there to advocate for the project.

There being no further public speakers, Mr. Reed closed the public hearing.

Mr. Parr and Mr. Rutherford both noted that this was something that needed to be done.

Mr. Rutherford moved that the Board approve **Resolution R2025-18.** Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote, and the following resolution was adopted:

RESOLUTION R2025-18
NELSON COUNTY BOARD OF SUPERVISORS
A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO $25,000,000 MAXIMUM PRINCIPAL AMOUNT OF A GENERAL OBLIGATION SCHOOL BOND OF THE COUNTY OF NELSON, VIRGINIA TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY FOR PURPOSES OF FINANCING THE DESIGN, IMPROVEMENT, RENOVATION, CONSTRUCTION, AND EQUIPPING OF PUBLIC SCHOOL FACILITIES AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

WHEREAS, the Board of Supervisors (the "Board of Supervisors") of the County of Nelson, Virginia (the "County"), has determined that it is necessary and expedient to borrow an amount not to exceed $25,000,000 and to issue its general obligation school bond (as more specifically defined below, the "Local School Bond") for the purpose of financing school capital projects, including, but not limited to, 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 "Project");

WHEREAS, the County held a public hearing, duly noticed, on March 11, 2025, on the issuance of the Local School Bond in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (the "Virginia Code");

WHEREAS, the School Board of the County (the "School Board") has, by resolution, requested the Board of Supervisors to authorize the issuance of the Local School Bond and consented to the issuance of the Local School Bond;

WHEREAS, Virginia Public School Authority ("VPSA") has offered to purchase the Local School Bond along with the local school bonds of certain other localities with a portion of the proceeds of certain bonds to be issued by VPSA in the spring of 2025 (the "VPSA Bonds");

WHEREAS, the Bond Sale Agreement (as defined below) shall indicate that $22,065,327 plus, if and as needed, an amount needed to finance closing costs and capitalized interest is the amount of proceeds requested (the "Proceeds Requested") from VPSA in connection with the sale of the Local School Bond;

WHEREAS, VPSA's objective is to pay the County a purchase price for the Local School Bond which, in VPSA's judgment, reflects the Local School Bond's market value (the "VPSA Purchase Price Objective"), taking into consideration such factors as the amortization schedule the County has requested for the Local School Bond relative to the amortization schedules requested by other localities, the purchase price to be received by VPSA from the sale of the VPSA Bonds and other market conditions relating to the sale of the VPSA Bonds; and

WHEREAS, such factors may result in the Local School Bond having a purchase price other than par and consequently (i) the County may have to issue the Local School Bond in a principal amount that is greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) if the maximum authorized principal amount of the Local School Bond set forth in section 1 below does not exceed the Proceeds Requested by at least the amount of any discount, the purchase price to be paid to the County, given the VPSA Purchase Price Objective and market conditions, will be less than the Proceeds Requested.

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

1. Authorization of Bonds and Use of Proceeds. The Board of Supervisors hereby determines that it is advisable to contract a debt and issue and sell its general obligation school bond in an aggregate principal amount not to exceed $25,000,000 (the "Local School Bond") for the purpose of financing the Project, which is for public school purposes of the County. The Board of Supervisors hereby authorizes the issuance and sale of the Local School Bond in the form and upon the terms established pursuant to this Resolution.

2. Sale of the Local School Bond. The sale of the Local School Bond, within the parameters set forth in paragraph 4 of this Resolution, to VPSA is authorized. Given the VPSA Purchase Price Objective and market conditions, the County acknowledges that the limitation on the maximum principal amount of the Local School Bond set forth in paragraph 1 of this Resolution restricts VPSA's ability to generate the Proceeds Requested, however, the Local School Bond may be sold for a purchase price not lower than 95% of the Proceeds Requested. The Chairman or Vice-Chairman of the Board of Supervisors (together, the "Chairman"), the County Administrator, or any of them (each a "Delegate") and such other officer or officers of the County as either may designate are hereby authorized and directed to enter into an agreement with VPSA providing for the sale of the Local School Bond to VPSA (the "Bond Sale Agreement"). The Bond Sale Agreement shall be in substantially the form submitted to the Board of Supervisors at this meeting, which form is hereby approved, with such completions, insertions, omissions and changes not inconsistent with this Resolution as may be approved by the County officer executing the Bond Sale Agreement.

3. Details of the Local School Bond. The Local School Bond shall be dated _16 days prior to the date of its issuance and delivery or such other date designated by VPSA; shall be designated "General Obligation School Bond, Series 2025"; shall bear interest from its dated date payable semi-annually on each January 15 and July 15 beginning January 15, 2026 (each an "Interest Payment Date"), at the rates established in accordance with paragraph 4 of this Resolution; and shall mature on July 15 in the years (each a "Principal Payment Date") and in the amounts acceptable to a Delegate (the "Principal Installments"), subject to the provisions of paragraph 4 of this Resolution.

4. Interest Rates and Principal Installments. Each Delegate is hereby authorized and directed to accept the interest rates on the Local School Bond established by VPSA, provided that each interest rate shall be five one-hundredths of one percent (0.05%) over the interest rate to be paid by VPSA for the corresponding principal payment date of the VPSA Bonds, a portion of the proceeds of which will be used to purchase the Local School Bond, and provided further that the true interest cost of the Local School Bond does not exceed five and fifty one-hundredths percent (5.50%) per annum. The Interest Payment Dates, Principal Payment Dates and the Principal Installments are subject to change at the request of VPSA. Each Delegate is hereby authorized and directed to accept changes in the Interest Payment Dates, the Principal Payment Dates and the Principal Installments at the request of VPSA based on the final term to maturity of the VPSA Bonds, requirements imposed on VPSA by the nationally-recognized rating agencies and the final principal amount of the Local School Bond; provided, however, that the principal amount of the Local School Bond shall not exceed the amount authorized by this Resolution and the final maturity of the Local School Bond shall not exceed [30] years from the date of the issuance and delivery of the Local School Bond. The execution and delivery of the Local School Bond as described in paragraph 8 hereof shall conclusively evidence the approval and acceptance of all of the details of the Local School Bond by the Delegate as authorized by this Resolution.

5. Form of the Local School Bond. The Local School Bond shall be initially in the form of a single, temporary typewritten bond substantially in the form attached hereto as Exhibit A.

6. Payment; Paying Agent and Bond Registrar. The following provisions shall apply to the Local School Bond:

(a) For as long as the VPSA is the registered owner of the Local School Bond, all payments of principal, premium, if any, and interest on the Local School Bond shall be made in immediately available funds to VPSA at, or before 11:00 a.m. on the applicable Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption, or if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. on the business day next succeeding such Interest Payment Date, Principal Payment Date or date fixed for prepayment or redemption.

(b) All overdue payments of principal and, to the extent permitted by law, interest shall bear interest at the applicable interest rate or rates on the Local School Bond.

(c) U.S. Bank Trust Company, National Association, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Local School Bond. The County may, in its sole discretion, replace at any time the Bond Registrar with another qualified bank or trust company as successor Bond Registrar and

Paying Agent for the Local School Bond. The County shall give prompt notice to VPSA of the appointment of any successor Bond Registrar and Paying Agent.

7. Redemption or Prepayment. Unless otherwise directed by VPSA, the Principal Installments of the Local School Bond held by VPSA coming due on or before July 15, 2035, and the definitive bond for which the Local School Bond held by VPSA may be exchanged that mature on or before July 15, 2035, are not subject to prepayment or redemption prior to their stated maturities. The Principal Installments of the Local School Bond held by VPSA coming due on or after July 15, 2036, and the definitive bond(s) for which the Local School Bond held by VPSA may be exchanged that mature on or after July 15, 2036, are subject to prepayment or redemption at the option of the County prior to their stated maturities in whole or in part, on any date on or after July 15, 2035, upon payment of the prepayment or redemption prices (expressed as percentages of Principal Installments to be prepaid or the principal amount of the Local School Bond to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

Dates	Prices
July 15, 2035 through July 14, 2036	101%
July 15, 2036 through July 14, 2037	100½%
July 15, 2037 and thereafter	100%

Provided, however, that the Principal Installments of the Local School Bond shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the written consent of VPSA or other registered owner of the Local School Bond. Notice of any such prepayment or redemption shall be given by the Bond Registrar to VPSA or other registered owner by registered mail not more than ninety (90) and not less than sixty (60) days before the date fixed for prepayment or redemption. If VPSA refunds the VPSA Bonds in the future and such refunding causes the Local School Bond to be deemed refunded, the prepayment or redemption of the Local School Bond will be subject to VPSA approval and subject to similar prepayment or redemption provisions as set forth above that correspond to the call period of the VPSA Bonds issued in part to refund the Local School Bond.

8. Execution of the Local School Bond. The Chairman or Vice-Chairman and the Clerk or any Deputy Clerk of the Board of Supervisors are authorized and directed to execute and deliver the Local School Bond and to affix the seal of the County thereto.

9. Pledge of Full Faith and Credit. For the prompt payment of the principal of and premium, if any, and the interest on the Local School Bond as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged, and in each year while any portion of the Local School Bond shall be outstanding there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and premium, if any, and the interest on the Local School Bond as such principal, premium, if any, and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

10. Use of Proceeds Certificate and Tax Compliance Agreement. The Chairman, the County Administrator and such other officer or officers of the County or the School Board as either may designate are hereby authorized and directed to execute and deliver on behalf of the County a Use of Proceeds Certificate and Tax Compliance Agreement (the "Tax Compliance Agreement") setting forth the expected use and investment of the proceeds of the Local School Bond and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the VPSA Bonds. The Board of Supervisors covenants on behalf of the County that (i) the proceeds from the issuance and sale of the Local School Bond will be invested and expended as set forth in such Tax Compliance Agreement and that the County shall comply with the other covenants and representations contained therein and (ii) the County shall comply with the provisions of the Code so that interest on the VPSA Bonds will remain excludable from gross income for federal income tax purposes.

11. State Non-Arbitrage Program; Proceeds Agreement. The Board of Supervisors hereby determines that it is in the best interests of the County to authorize and direct the County Finance Director or the County Administrator to participate in the State Non-Arbitrage Program in connection with the Local School Bond. The Chairman of the Board of Supervisors, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Local School Bond by and among the County, the other participants in the sale of the VPSA Bonds, the VPSA and the investment manager, substantially in the form submitted to the Board of Supervisors at this meeting, which form is hereby approved, and to take such other action as may be necessary for participation in the State Non-Arbitrage Program.

12. Continuing Disclosure Agreement. The Chairman of the Board of Supervisors, the County Administrator and such officer or officers of the County as either may designate are hereby authorized and directed to execute a Continuing Disclosure Agreement, as set forth in Appendix D to the Bond Sale Agreement, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of the Securities and Exchange Commission Rule 15c2-12, under the Securities Exchange Act of 1934, as amended, and directed to make all filings required by Section 4 of the Bond Sale Agreement should the County be determined by the VPSA to be a MOP (as defined in the Bond Sale Agreement).

13. Refunding. The Board of Supervisors hereby acknowledges that VPSA may issue refunding bonds to refund any bonds previously issued by VPSA, including the VPSA Bonds issued to purchase the Local School Bond, and that the purpose of such refunding bonds would be to enable VPSA to pass on annual debt service savings to the local issuers, including the County. Each of the Delegates is authorized to execute and deliver to VPSA such allonge to the Local School Bond, revised debt service schedule, IRS Form 8038-G or such other documents reasonably deemed necessary by VPSA and VPSA's bond counsel to be necessary to reflect and facilitate the refunding of the Local School Bond and the allocation of the annual debt service savings to the County by VPSA. The Clerk of Board of Supervisors is authorized to affix the County's seal on any such documents and attest or countersign the same.

14. Effectiveness and Filing of Resolution. The appropriate officers or agents of the County are hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Clerk of the Circuit Court of the County of Nelson, Virginia. The filing of this Resolution with the Clerk of the Circuit Court of the County of Nelson, Virginia shall be deemed to be the filing of an initial resolution or ordinance with such Court for all purposes of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code. Any resolutions inconsistent herewith previously adopted by the Board of Supervisors are amended to be consistent with this Resolution.

15. Election to Proceed under Public Finance Act. In accordance with Section 15.2-2601 of the Virginia Code, the Board of Supervisors elects to issue the Local School Bond under the provisions of the Public Finance Act of 1991, Chapter 26 of Title 15.2 of the Virginia Code.

16. Further Actions and Ratification. The members of the Board of Supervisors and all officers, employees and agents of the County are hereby authorized to take such action and enter into and execute such documents, instruments and agreements as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Local School Bond, including execution of a Paying Agent, Registrar and Transfer Agent Agreement with the Bond Registrar and Paying Agent for the Local School Bond and the redemption, prepayment and refunding in full of the outstanding amount of the Economic Development Authority of Nelson County, Virginia $2,500,000 Maximum Principal Amount Lease Revenue Bond Anticipation Note, Series 2024A utilizing proceeds of the Local School Bond, other available funds, or both. All actions of the officers, employees and agents of the County or the School Board of the County previously taken in furtherance of the purposes of this Resolution, including submitting a financing application to VPSA in connection with the Local School Bond (the “VPSA Application”), are hereby approved, confirmed and ratified.

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

IV. OTHER BUSINESS (AS PRESENTED)

The Board had no other business to discuss.

V. ADJOURN AND CONTINUE TO MARCH 18, 2025 AT 10 A.M. FOR A BUDGET WORK SESSION.

At 7:17 p.m., Mr. Rutherford moved to adjourn and continue the meeting to March 18, 2025 at 10:00 a.m. Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote, and the meeting adjourned.

RESOLUTION R2025-77
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2025-2026 BUDGET
November 13, 2025

I. Appropriation of Funds (General Fund)

Amount	Revenue Account (-)	Expenditure Account (+)
$ 295.56	3-100-001901-0033	4-100-999000-9905
$ 23,345.00	3-100-002404-0035	4-100-031020-7038
$ 31,200.00	3-100-009999-0001	4-100-091050-7125
$ 8,089.86	3-100-003303-0051	4-100-999000-9905
$ 16,370.00	3-100-001901-0034	4-100-031020-3040
$ 22,062.00	3-100-001899-0009	4-100-033010-6002
$ 4,010.00	3-100-001899-0017	4-100-031020-5803
$ 105,372.42		

II. Appropriation of Funds (School Fund)

Amount	Credit Account (-)	Debit Account (+)
$ 50,954.00	3-205-002404-4070	4-205-064600-8000
$ 40,000.00	3-205-002404-0028	4-205-061100-9301
$ 103,000.00	3-205-002404-0029	4-205-062100-9302
$ 193,954.00		

Adopted: ______________

Attest: ______________________________, Clerk
Nelson County Board of Supervisors

<u>EXPLANATION OF BUDGET AMENDMENT</u>

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 $105,372.42** include requests of **(1) $295.56** requested for Sheriff's FY25 Bedford MOU Southern VA Internet Crimes Against Children (ICAC) Overtime funding for June 2025; **(2) $23,345.00** appropriation request for FY26 Sheriff's Department SRO (School Resource Officer) State Grant funds awarded for Tye River Elementary School with local cash match of $46,237.00; **(3) $31,200.00** request to reappropriate unused FY25 funds for Financial Policy Guideline Services for use in FY26; **(4) $8,089.86** appropriation requested for FY25 FEMA Public Assistance Program Funds (Hurricane Helene) received in FY26; **(5) $16,370.00** appropriation requested for Sheriff's FY26 Seven Stars Festival reimbursement received for Overtime incurred assisting with festival during weekend of 10/9-10/13; **(6) $22,062.00** appropriation requested for Opioid Abatement Authority Grant Funds to be used for ACRJ-OAA Sublocade Program; and **(7) $4,010.00** appropriation requested for Sheriff's fundraising account receipts received in October 2025. ***The total appropriation request for this period is below the 1% of expenditure budget limit of $998,734.57 for November. Of the total appropriations this month, $8,385.42 (Items 1&4) 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 $424,285.03.***

II. **Appropriated School funds are the addition of unbudgeted funds received by the Schools for use within the current fiscal year budget. These funds increase the budget bottom line. The School Fund Appropriations of $193,954.00 include (1) $50,954.00** is requested for State School Security Equipment Grant funds to be received and expended in FY26; **(2) $40,000.00** is requested for Virginia Tiered Systems of Supports (VTSS) State Grant funds to be received and expended in FY26; and **(3) $103,000.00** is requested for School Based Telehealth Mental Health Services Grant funds to be received and expended in FY26. ***The total appropriation request for this period is below the 1% of expenditure budget limit of $998,734.57 for November.***

```
Company No: 001     Account Number: 3100   1901  33              Period:
Date:11/07/25       Bedford-MOU ICAC OT                          Time: 1309
 Budget Amount      Year To Date          Encumbrances        Balance
           $.00             $510.52-              $.00            $510.52
===============================================================================
 Date    Source Reference Number     PO#         Amount Period Description
08072025 CS   1          20250807               $214.96-202508 -TREASURER CASH REPORT-
09232025 CS   1          20250923               $295.56-202509 -TREASURER CASH REPORT-
********        G/L Year-To-Date-               $510.52-

********             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-

********            Budget Amount-
```

3-100-1901-0033

4-100-999000-9905(NRC) – Time worked in June (FY25)

NELSON COUNTY
1807
VIRGINIA

August 1, 2025

TO: Angelia Newby
Financial Specialist
SOVA ICAC
1085 Vista Park Drive, Suite C
Forest, VA 24551

Subject: ICAC Hours Reimbursement for July 2025

Invoice number: 07312025NC

In accordance with the current ICAC MOU, we hereby request reimbursement of $295.56 for overtime incurred from 05/30/2025 to 06/26/2025 for the July 31, 2025 pay cycle. The 11 hours of overtime worked were "straight time" overtime hours.

Federal ID# 54-6001441.

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 on the personnel reimbursement form.

Certified: Sandy Neblett 8/1/25

Payroll Verification Date

COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

The Honorable Jackson H. Miller
Director

Tracy Louise Winn Banks, Esq.
Chief Deputy Director

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

May 28, 2025

Candy McGarry
County Administrator
84 Courthouse Square
Lovingston, Virginia 22949

RE: 544221-FY26 - School Resource Officer Continuation Grants - SRO

Dear Candy McGarry:

Congratulations on being a recipient of the above referenced grant program! Your DCJS grant award number is **26-419-C** and was approved for a total award of **$69,582**, funded through Award Number **2026-FREE-GRANT**. The project period is **7/1/2025** through **6/30/2026**.

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

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

We will be happy to assist you in any way we can to assure your project's success. To indicate your acceptance of the award and conditions, please sign the included SOGA and return it electronically within the next 60 days to grantsmgmt@dcjs.virginia.gov. If you have questions, contact your DCJS Grant Monitor **Jordy Nolan** at **(804) 845-1156** or via email at **jordy.nolan@dcjs.virginia.gov**.

Sincerely,

Jackson Miller
Director

STATEMENT OF GRANT AWARD (SOGA)

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

544221-FY26 - School Resource Officer Continuation Grants - SRO

Subgrantee: Nelson, County
DCJS Grant Number: 26-419-C
Grant Start Date: 7/1/2025
Grant End Date: 6/30/2026

Indirect Cost Rate: _____% ***If applicable**

State General Funds:	**$ 0**
State Special Funds:	**$23,345**
Local Match:	**$46,237**
Total Budget:	**$69,582**

Project Director	Project Administrator	Finance Officer
Jeremiah Templeton Captain 94 Courthouse Square Lovingston, Virginia 22949 434-320-8543 jtempleton@nelsoncounty.org	Candy McGarry County Administrator 84 Courthouse Square Lovingston, Virginia 22949 434-263-7001 cmcgarry@nelsoncounty.org	Grace Mawyer Finance Director 84 Courthouse Square Lovingston, Virginia 22949 434-263-7136 gmaywer@nelsoncounty.org

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

Signature: Candice W. McGarry
Authorized Official (Project Administrator)

Title: County Administrator

Date: 6/5/2025

FUND #-100 GENERAL FUND EXPENDITURES

		FY/2022 EXPENSE	FY/2023 EXPENSE	FY/2024 EXPENSE	ADOPTED FY/2025 BUDGET	AMENDED FY/2025 BUDGET	2025/06 ACTUAL	DEPT FY/2026 REQUEST	ADMIN FY/2026 RECOMMENDS	ADOPTED FY/2026 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 Wintergreen				196,000	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 Costs			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	Lovingston Pocket Park							65,000		
091050-7125	Financial Policy Guideline S					31,200				
091050-7130	Parks & Recreation Master Pl									
091050-7135	Phone System Trunk Configura				7,800	7,800				
091050-7140	Dept. of Elect. Security Com		30,000	36,900	36,900	36,900	36,900			
091050-7141	ProVal Migration-SQL Licensi		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 Replacemen				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	E911 Microwave Network Upgra		120,045	375,077	292,900	292,900	75,026			
091050-7170	Animal Shelter Addition							25,920		
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

Grace Mawyer

From: Neely Hull
Sent: Friday, October 10, 2025 9:01 AM
To: Grace Mawyer
Subject: RE: Payment Notification

3-100-003303-0051
4-100-999000-9905 (NRC)

Total Amount: 8,089.86 **Deposit Date:** 09/29/2025 **Trace Number:** 82765138

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
127	8,089.86	0.00	0.00	PA4831992423	08/25/2025		0002232	VDEM_PA483'

~~SHSP~~ FEMA PA - Blue Ridge Tunnel Trail damages from Helene

Tot 127: 8,089.86

Is this the correct Account code? SHSP

From: Grace Mawyer <gmawyer@nelsoncounty.org>
Sent: Wednesday, October 8, 2025 3:57 PM
To: Neely Hull <nhull@nelsoncounty.org>
Subject: FW: Payment Notification

Hi!

Have you seen these funds come in?

Grace

From: John Adkins <jadkins@nelsoncounty.org>
Sent: Saturday, September 27, 2025 7:16 AM

Grace Mawyer

From: John Adkins
Sent: Saturday, September 27, 2025 7:16 AM
To: Grace Mawyer
Subject: Fw: Payment Notification

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: VirginiaDEM <support@vdem.emgrants.com>
Sent: Saturday, September 27, 2025 5:03:38 AM
To: John Adkins <jadkins@nelsoncounty.org>
Cc: Susan Rorrer <SRorrer@nelsoncounty.org>
Subject: Payment Notification

Greetings Mr John Adkins,

The Virginia Department of Emergency Management (VDEM) has recently processed a grant payment in VDEM EM Grants for Virginia Department of Emergency Management. The transaction details are as follows:

- Grant Program: PA
- Grant Year/Disaster Number: 4831
- Grant Name: Hurricane Helene
- Federal Project Number (if applicable): 322
- State Project Number (if applicable):
- Project Name: Blue Ridge Tunnel Walking Trail
- Federal Amount (if applicable): $6,741.55
- State Amount (if applicable): $1,348.31
- Total Amount: $8,089.86

To get more details on this transaction, please refer to the Payable processed against the following reimbursement(s):

Reimbursement Request 1

Sincerely,

VDEM Grant Management and Recovery Division
vdem.emgrants.com

THIS CHECK CONTAINS MANY SECURITY FEATURES INCLUDING A DIGITAL SECURITY PANTOGRAPH, VERIFICATION GRID, MICROPRINT TEXT, AND VDOT TECHNOLOGY - SEE DETAILS ON BACK

airbase

100X LLC
249 GLENMOOR RD
GLADYWYNE, PA 19035

SILICON VALLEY BANK
PITTSBURGH, PA 15262

0000296263
60-160/433

DATE 10/28/2025

PAY Sixteen Thousand Three Hundred Seventy and 0/100 Dollars $ ****16,370.00

TO THE ORDER OF

PL2 T10 P1 S4253

COUNTY OF NELSON
PO BOX 36
LOVINGSTON VA 22949-0036

Memo: For Invoice 22949

PADLOCK ICON • MUST BE VISIBLE •

[redacted]

SEVSTA

3-100-1901-0034
4-100-31020-3040

Grace Mawyer

From: Neely Hull
Sent: Thursday, October 23, 2025 10:29 AM
To: Grace Mawyer
Subject: EDI-Code please

Hi Grace,

Could you please tell me where to post these funds?

Total Amount: 22,062.00 **Deposit Date:** 10/24/2025 **Trace Number:** 82786615

Agy No	Amount	CDS Offset Amount	TOP Offset Amount	Invoice Number	Invoice Date	Customer Number	Voucher Number	Description
856	22,062.00	0.00	0.00	10825	10/08/2025		00000811	OAA Grant /

OAAGRA

3-100-1899-0009
4-100-33010-6002

Tot 856: 22,062.00

Thank you!!!

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

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

VIRGINIA OPIOID ABATEMENT AUTHORITY GRANT SUMMARY AND RECOMMENDATIONS

701 E. Franklin St, Ste 803, Richmond, VA 23219 | 804-500-1810 | info@voaa.us | www.voaa.us

Project Request:

Name of City or County
Nelson County

Applying as
Individual City or County

Contact Person
Candice W McGarry

Title
County Administrator

Email
cmcgarry@nelsoncounty.org

Phone
4342637001

Grant Type
Individual Distribution (IDIC)

Application Type
New

Category
Treatment

Justice Involved

FY2026 Amounts Requested	
Individual Distribution (IDIC)	$22,062.00
Total FY2026 Requested	**$22,062.00**

Project Title
Jail-Based Sublocade Medication for Opioid Use Disorder (MOUD) Pilot Project

Project Description
The Albemarle-Charlottesville Regional Jail (ACRJ) provides jailing services for Nelson County along with Albemarle County and the City of Charlottesville. Under the leadership of Col. Martin Kumer, ACRJ Superintendent, and Lt. Col. Rob Barnabei, ACRJ Depuy Superintendent, the facility has worked to provide oral Buprenorphine to inmates who are struggling with Opioid Use Disorder (OUD) starting in 2024. While the program provides critical support for inmates struggling with OUD, it has also shown specific challenges. The administration of oral medication increases the risk of inmate diversion of this controlled substance, which successfully increases the security burden to prevent unregulated access to the medication within the facility. Such diversion has occurred during calendar year 2024. Further, while the provision of such medications for OUD is becoming increasingly recognized as a requirement for the criminal justice system, there is also an acknowledgement that the oral medications may pose an imminent threat to inmates upon release, as the inmate may immediately begin to use substances and encounter a fatal overdose. ACRJ has proposed an 18-month pilot to introduce Sublocade, a 30-day injectable form of Buprenorphine, to continue providing needed treatment to a vulnerable population of incarcerated individuals but also help maintain the security and safety of ACRJ for both correctional and medical staff. The injections offer the stability inmates deserve while incarcerated and the ability to pursue their goals without the burden of untreated OUD upon release.

```
Company No: 001     Account Number: 3100   1899  17                Period:
Date:11/07/25       Sheriff's Fundraising Account                   Time: 1309
 Budget Amount      Year To Date          Encumbrances          Balance
      $9,236.89-         $13,246.89-                $.00           $4,010.00
===================================================================================================
 Date    Source Reference Number       PO#             Amount Period Description
10072025 CS    1          20251007                  $9,236.89-202510 -TREASURER CASH REPORT-
10102025 CS    1          20251010                     $10.00-202510 -TREASURER CASH REPORT-
10162025 CS    1          20251016                  $4,000.00-202510 -TREASURER CASH REPORT-
********        G/L Year-To-Date-                  $13,246.89-

********             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-

10142025 BS    1    0000446                         $9,236.89-202510 FY26 SHER FUNDRAISING ACC05223
********           Budget Amount-                   $9,236.89-
```

Nelson County Public Schools

October 24, 2025

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

RE: Request for Supplemental Appropriation

Hello,

I am writing to request the appropriation of State Grant Funds to the FY 25/26 General Operating Budget for the following grants:

School Security Equipment Grant:	$ 50,954.00
VTSS:	$ 40,000.00
School Based Telehealth Mental Health Services Grant:	$103,000.00
TOTAL REQUEST	$193,954.00

Major Category 64000: $ 50,954
Major Category 61000: $ 40,000
Major Category 62000: $103,000

Please let me know if you have questions or require additional information.

Respectfully,

Shannon T. Irvin

Shannon T. Irvin, Assistant Superintendent

Gmail

Irvin, Shannon <sirvin@nelson.k12.va.us>

Security Equipment Additional Grant Awarded for Nelson County Public Schools

1 message

SupportServices@doe.virginia.gov <SupportServices@doe.virginia.gov> Thu, Oct 16, 2025 at 4:04 PM
To: ahester@nelson.k12.va.us
Cc: sirvin@nelson.k12.va.us, vijay.ramnarain@doe.virginia.gov, ann.belanger@doe.virginia.gov, nancy.hartigan@doe.virginia.gov, adam.johnston@doe.virginia.gov, kerry.miller@doe.virginia.gov, tashley@nelson.k12.va.us

Dr. Amanda Hester
I am pleased to inform you that funds have become available from the 2024 School Security Equipment Grant and are now being reallocated to eligible divisions. Nelson County Public Schools will receive $50,954.00 in reallocated 2024 grant funding. The grant award number assigned to this award is SEG24-062. These funds are approved for the purchase and installation of the school security equipment requested on the applications for the approved schools shown below:

Nelson County High
Nelson Middle

You have until June 30, 2026, to purchase, install the qualifying equipment, and submit a Reimbursement Request for the funds. A local match of 25 percent of the state grant award is required. The local match should also be spent by the June 30, 2026, deadline.

Reimbursement payments will be issued to the division within 30 days of the grant reimbursement administrator receiving notification from the Department of Education of approved reimbursements. As this grant is funded with proceeds from notes issued by the Virginia Public School Authority, adherence to program requirements will be strictly enforced.

The Request for Reimbursement form may be found at:
https://www.doe.virginia.gov/programs-services/school-operations-support-services/facility-construction-maintenance/security-equipment-grants. Supporting payment documentation (invoices, receipts, etc.) must accompany your request for reimbursement. The completed reimbursement request should be sent to:
Office of Support Services, Department of Education, P. O. Box 2120, Richmond, VA 23218 or can be sent to our office through the Dropbox located on the SSWS portal.

If you have any questions concerning the reimbursement process, please contact the Office of Support Services at supportservices@doe.virginia.gov, or call (804) 750-8715.

Gmail   Irvin, Shannon <sirvin@nelson.k12.va.us>

Fwd: Approval of 2025-26 VTSS Grant Proposal- Nelson County Public Schools
1 message

Belako, Scott <sbelako@nelson.k12.va.us>   Thu, Oct 23, 2025 at 2:10 PM
To: Amanda Hester <ahester@nelson.k12.va.us>, Shannon Irvin <sirvin@nelson.k12.va.us>, Melissa Marrs <mmarrs@nelson.k12.va.us>, Clay Ashby <cashby@nelson.k12.va.us>
Cc: Crystal Choate <cchoate@nelson.k12.va.us>, Rachel Reutinger <rreutinger@nelson.k12.va.us>, Ryan Yarzebinski <ryarzebinski@nelson.k12.va.us>

Yay!!!!

---------- Forwarded message ---------
From: **Keys, Japeira (DOE)** <Japeira.Keys@doe.virginia.gov>
Date: Thu, Oct 23, 2025 at 1:26 PM
Subject: Approval of 2025-26 VTSS Grant Proposal- Nelson County Public Schools
To: sbelako <sbelako@nelson.k12.va.us>
Cc: Kate Jackson <jacksonk22@vcu.edu>, Rhonda Jackson <rjacksonsmit@vcu.edu>, Amber Jones <jonesa82@vcu.edu>

Dear Nelson County Public Schools Division Coordinator,

I hope this finds you well. I am writing to notify you that your grant proposal for the 2025-26 Virginia Tiered Systems of Supports State Grant has been approved. We are pleased to inform you that the official Grant Award Notice and complete package will be dispatched shortly. Please note that this grant is awarded as a single lump sum and is non-reimbursable.

Your award amount is:

Name of Local Education Agency	Amount Awarded
Nelson County Public Schools	$ 40,000.00

Additional information, including instructions for reporting and timelines, will be sent shortly. For any questions regarding your VTSS award, please contact me, Japeira Keys, VTSS Specialist, by email at Japeira.Keys@doe.virginia.gov or by phone at (804) 418-4719.

We anticipate significant positive outcomes from your project and are eager to witness the continued progress and impact of your implementation of Multi-Tiered Systems of Support. Thank you for your commitment and partnership with Virginia Tiered Systems of Supports.

Warm regards,

VDOE

Japeira Keys | VTSS Specialist

Department of Special Education and Specialized Populations

Virginia Department of Education

P :804.418.4719 | japeira.keys@doe.virginia.gov

COMMONWEALTH of VIRGINIA

NELSON SMITH
COMMISSIONER

DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES
Post Office Box 1797
Richmond, VA 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638
www.dbhds.virginia.gov

STANDARD CONTRACT

Contract Number: 720-5160-10

This contract entered into by **Nelson County Public Schools** hereinafter called the "Contractor" and Commonwealth of Virginia, **Department of Behavioral Health and Developmental Services (DBHDS)** hereinafter called "DBHDS" or the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall receive funding from the Purchasing Agency to provide **School Based Telehealth services** as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From **Date of Execution** through **June 30, 2026,** and renewable in accordance with Special Term and Conditions *Renewal of Contract* clause.

The contract documents shall consist of:

1. This signed form;
2. The Contractor's Application dated **09/09/2025**, and the following negotiated modifications and clarifications to the Application, all such documents are both listed below and incorporated herein:

   In the event of a conflict amongst the documents listed above, the document dated later in time shall take precedence over an earlier dated modification/negotiation document.

3. Addenda:
   a. #01 issued **08/05/2025**
   b. #02 issued **08/22/2025**
   c. #03 issued **09/05/2025**

4. The Request for Application dated **08/04/2025.**

Budget and Budget Narrative:

Nelson County Public Schools requires $43,000.00 to enter a full agreement with Uwill. As a result of a high Local Composite Index (LCI), NCPS has a budget shortfall and would not be able to enter an agreement with Uwill. Use of grant awarded funds would be provided to Uwill as described in the chart below.

Product	Services Delivered	Price
License	SaaS Platform, Ongoing Therapist Recruitment, Matching Technology, Program Marketing, Customer Success, Clinical Affairs, Customer Support	$25,000
Umatch	Unlimited telethrapy sessions per student	
Uhelp	Unlimited direct crisis connection, 24/7, with follow-up check-ins (48 hours and 30 days), no limit	$18,000
Urise	Unlimited wellness programming to complement ·therapy - yoga, mediation, mindfulness, nutrition, student / life	Included
Ucollaborate	Real-time Analytics, Tailored Reports, Continuity of Care	included
Telehealth Facilitator (salary and benefits)	Facilitate Telehealth Sessions, escort students to and from sessions, secure confidential therapy location, support internet connectivity	$60,000.00
	Total:	$103,000.00

Affirmation and Agreement

Nelson County Public Schools (NCPS) certifies that all information contained in this application is true, complete, and accurate. NCPS also acknowledges and agrees to the terms and conditions of the School-Based Telehealth Mental Services Grant issued by the Department of Behavioral Health and Developmental Services (DBHDS), including DBHDS's right to verify this information.

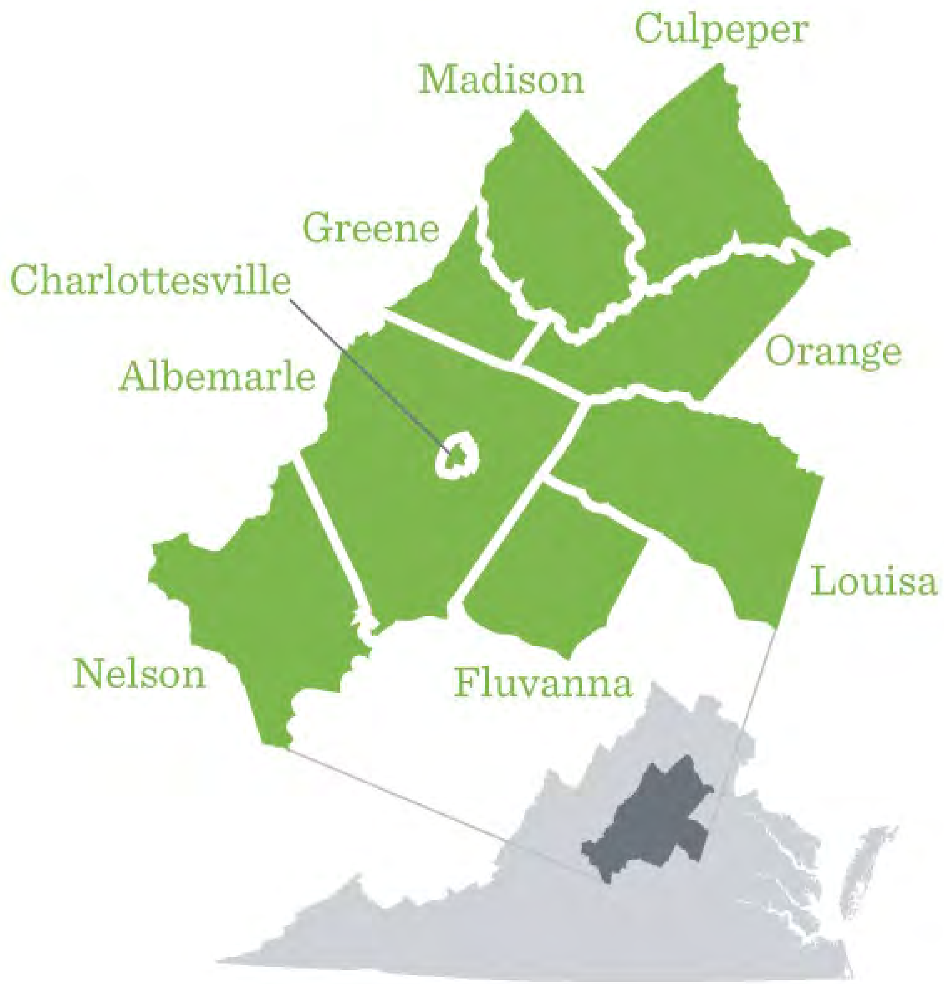
IV B

Central Virginia
PARTNERSHIP
for ECONOMIC DEVELOPMENT

CentralVirginia.org

Mission

Advancing Innovative Strategies for Regional Economic Prosperity



- Public-Private Partnership
- 501(c)(6) nonprofit organization + 501(c)(3) foundation
- Collaboration of local government, higher education, and business

Central Virginia PARTNERSHIP for ECONOMIC DEVELOPMENT
Bold Ventures Begin Here

GO VIRGINIA
VIRGINIA INITIATIVE FOR GROWTH & OPPORTUNITY IN EACH REGION
REGIONAL COUNCIL 9

Leadership

Public/Private Board of Directors

- Partnership Board of Directors
  - Chair: Susan Gruber, UVA Community Credit Union
  - 9 Jurisdiction Directors Including ***Candy McGarry, Nelson County Administrator***
  - 12 Private Sector Directors
  - University of Virginia and 2 Community College Directors
- Economic Development (ED) Partners Team
  - ***Maureen Kelley, Director of Economic Development***

Central Virginia PARTNERSHIP for ECONOMIC DEVELOPMENT

Bold Ventures Begin Here

Announcements Since FY 2023

- 6 Biosciences
- 6 Data Centers
- 5 Manufacturing/Distribution
- 4 Technology/R&D
- 2 Food/Beverage Manufacturing

$38.92 Billion | 1,394+ jobs

Vision

Central Virginia Innovation Corridor Strategic Roadmap

A big, bold vision for a high-impact, future-ready regional economy

- Identify our region's competitive advantages in life sciences/biotech and digital/IT (data science, AI, autonomy, advanced materials, cybersecurity, etc.) with commercial and national security applications
- Gain a line-of-sight to economic growth opportunities
- Create a strategic roadmap with actionable steps for international economic growth

Central Virginia PARTNERSHIP for ECONOMIC DEVELOPMENT

Bold Ventures Begin Here

GO VIRGINIA

Special thanks to GO Virginia Region 9 for a $100,000 Planning Grant for this study by TEConomy.

Klöckner Pentaplast (top); Manning Institute for Biotechnology (bottom)

Board Approval

Defense Affairs Committee (DAC)

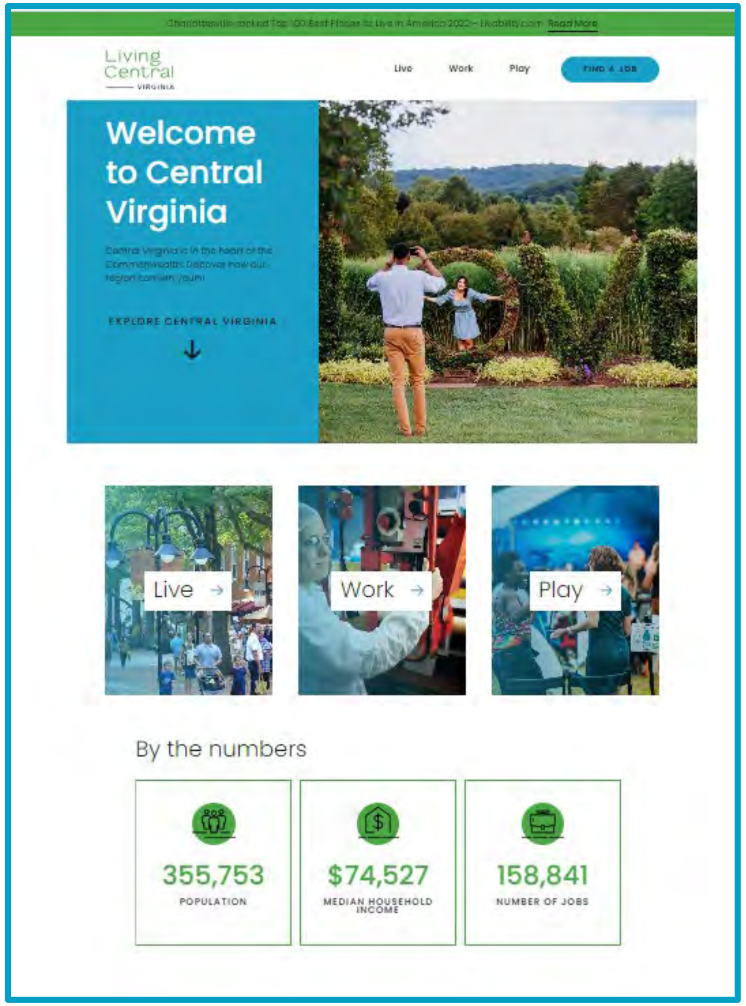
Mission: Foster Economic Vitality between the Central Virginia region, the regional defense/intelligence community, and area veterans.

- GOAL: Increase regional economic growth in the defense and intelligence sector by expanding the geographic reach and impact of the DAC to all 9 localities in Central Virginia.
- Economic impact of $1.2 billion resulted from Weldon Cooper Study
- Separate funding already in place
- Transitioned to CVPED as of July 1st
- New DAC Director: Miles Davis II

L3 Harris Aerojet Rocketdyne (top); National Ground Intelligence Center (bottom)

Attract, Retain, Align Talent

www.LivingCentralVA.org



University of Virginia

GERMANNA

PVCC
PIEDMONT VIRGINIA COMMUNITY COLLEGE
Opportunity. Access. Excellence.

Central Virginia PARTNERSHIP for ECONOMIC DEVELOPMENT
Bold Ventures Begin Here

Quality of Life

"I moved here to train for the Olympic trials with their long-distance development team. It's the best running and cycling ground in the country. I stayed because it's the best training ground you can get at all stages of life thanks to the depth of the athletic community."

- Christie Taylor,
Albemarle County

Central Virginia PARTNERSHIP for ECONOMIC DEVELOPMENT
Bold Ventures Begin Here

CENTRAL VIRGINIA

Play

www.LivingCentralVA.org/play/

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
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Central District

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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 R2025-78
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF THOMAS JEFFERSON PLANNING DISTRICT 2026 LEGISLATIVE PROGRAM

WHEREAS, the draft Thomas Jefferson Planning District Legislative Program for 2026 lists three top legislative priorities; and

WHEREAS, the program includes a priority addressing public education funding; a constant position on budget/funding issues that supports state aid to localities and opposes mandates and cost shifting to localities; and support for local authorities to plan and regulate land use and growth management; and

WHEREAS, the Legislative Program also contains additional positions that focus on the most critical recommendations and positions in other areas of current interest and concern to localities in the region;

NOW THEREFORE BE IT RESOLVED, by the Nelson County Board of Supervisors, that the 2026 Thomas Jefferson Planning District Legislative Program be and hereby is approved by said governing body, with the legislative program to serve as the basis of legislative priorities and positions of the member localities of the Thomas Jefferson Planning District for the 2026 session of the Virginia General Assembly, as presented on November 13, 2025, as well as incorporation of recommendations put forth by the Board, as applicable.

Approved: ________________

Attest:____________________________,Clerk
Nelson County Board of Supervisors

Thomas Jefferson Planning District Commission

Regional Vision ▪ Collaborative Leadership ▪ Professional Service

November 4, 2025

TO: Members, Nelson County Board of Supervisors
Nelson County Administrator

FROM: David C. Blount, Director of Legislative Services

RE: 2026 TJPD Legislative Program Approval

Attached for your review and consideration is the draft 2026 TJPD Legislative Program. It will be on the agenda for approval at your November 13 meeting. The draft program continues three top legislative priorities for 2026 as follows:

1) Public Education Funding
2) Budgets and Funding
3) Land Use and Growth Management

The accompanying "Legislative Positions" section focuses on the most critical recommendations and positions in other areas of current interest and concern in the region.

Items in the draft program that have been substantively amended are noted following this memo.

A summary of the priority positions will be produced and distributed later for you to use in continuing to communicate with your state legislators.

Thank you for your consideration.

Recommended Action: Approve the draft 2026 TJPD Legislative Program

Substantive Changes to Legislative Priorities and Positions

Public Education Funding (p. 1; first paragraph of rationale): Adds language regarding the federal government's fundamental changes in its funding relationship with states.

Budgets and Funding (p. 2; first paragraph): New language stresses that the state 1) not shift costs to localities of programs previously supported by federal funds; and 2) should collaborate with local governments to implement required changes to programs with shared responsibility.

Children's Services Act (p. 3; fourth bullet): Adds language opposing caps on state reimbursement under the Children's Services Act.

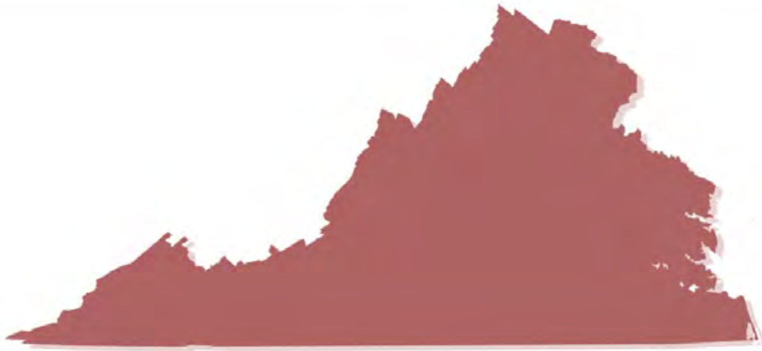
Health and Human Services (p. 6 - 7; various): New language encourages support for the following:

1) investment in staff training and other tools to enable local social services staff to administer revised SNAP and Medicaid programs effectively and efficiently (p. 6, second bullet);

2) rural hospitals facing reductions in overall Medicaid funding (p. 7, first bullet); and

3) additional funding to local communities to assist low-income working families with childcare costs (p. 7, third bullet).

Transportation (p. 8; first paragraph): Adds language supporting additional state investment to meet increasing demands for new construction and maintenance for existing transportation infrastructure.



Thomas Jefferson Planning District

2026 LEGISLATIVE PROGRAM

Thomas Jefferson Planning District

Albemarle County | City of Charlottesville
Fluvanna County | Greene County
Louisa County | Nelson County

October 2025

DRAFT

Keith Smith, Chair
Christine Jacobs, Executive Director
David Blount, Director of Legislative Services

TOP LEGISLATIVE PRIORITIES

Public Education Funding

PRIORITY: The Planning District's member localities urge the State to fully fund its share of the realistic costs of the Standards of Quality (SOQ) and reverse policy changes that previously reduced funding or shifted funding responsibility to localities.

With the federal government fundamentally changing its funding relationship with states, policymakers in Virginia are pledging to exercise caution in development of the next state biennial budget. Also added to the mix is more than $1.5 billion needed to meet increasing state K-12 education rebenchmarking costs and for Medicaid.

The State will spend more than $21 billion dollars on direct aid to public education in the current biennium. Additional state funding for teacher salaries, at-risk students and childcare subsidies in the current biennium are appreciated. However, we continue to believe that the State should increase its commitment to public education in a manner that reflects the true costs of K-12 education. The 2023 Joint Legislative Audit and Review Commission (JLARC) report on K-12 education funding confirmed this, finding that public education in Virginia is underfunded, while noting that local school divisions receive less K–12 funding per student than divisions in other states and several key funding benchmarks.

Local governments consistently go "above and beyond" their responsibilities by appropriating twice as much K-12 funding as required by the state. We believe localities need an adequately defined SOQ that more equitably shares the costs of public education between the state and local governments, in order to ensure the overall success of students across the Commonwealth.

Further, we urge state efforts to support 1) flexibility in the use of state funds provided for school employee compensation; 2) adequate pipeline programs for teachers, especially in critical shortage areas; and 3) funding and policies that assist localities in addressing challenges with hiring school bus drivers and mental health professionals.

Budgets and Funding

PRIORITY: The Planning District's member localities urge the governor and legislature to preserve and enhance state aid to localities, to not impose unfunded mandates on or shift costs to localities, and to enhance local revenue options.

As the State addresses spending priorities for the current biennium, we encourage support for K-12 education, health services, public safety, economic development and other public goals. Localities continue to be the state's "go-to" service provider and we believe state investment in local service delivery must be enhanced. The State should not expect local governments to pay for new funding requirements or to expand existing ones on locally delivered services, without a commensurate increase in state financial assistance.

As the state confronts declines in financial support and additional spending requirements from the federal government, we urge the state to avoid shifting costs for programs previously supported by federal funds to localities, and to collaborate with local governments to implement required changes to programs with shared state/local responsibility. Generally, we oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver required services or those demanded by residents.

We support the legislature making additional revenue options available to localities in order to diversify the local revenue stream. Any tax reform efforts should examine the financing and delivery of state services at the local level and how revenue is generated relevant to our economic competitiveness. The State should not eliminate, phase out or restrict local revenue sources or confiscate or redirect local general fund dollars to the state treasury. This includes any state-mandated exemptions to local revenue sources, Communications Sales and Use Tax Trust Fund dollars, and the local share of recordation taxes, unless a viable revenue replacement to local governments is established.

Land Use and Growth Management

PRIORITY: The Planning District's member localities urge the State to resist preempting or circumventing existing land use authorities, but rather support local authority to plan and regulate land use.

In the past, the General Assembly has enacted both mandated and optional land use provisions. Some have been helpful, while others more recently have prescribed one-size-fits-all rules that hamper different local approaches to land use planning. Accordingly, we support local control of decisions to plan and regulate land use and oppose legislation that weakens these key local responsibilities.

- We support the State providing additional tools to plan and manage growth, as current land use authority often is inadequate to allow local governments to provide for balanced growth in ways that protect and improve quality of life.
- We support local authority to address siting and other impacts associated with utility-scale installation of clean energy resources and facilities. We support state funding and technical assistance that address the planning, production, transmission, and deployment of new energy resources.
- We support broader impact fee authority for facilities other than roads, and changes to the current proffer law that limit the scope of impacts that can be addressed by proffers.
- We oppose legislation that would 1) restrict local oversight of the placement of various telecommunications infrastructure; 2) single out specific land uses for special treatment without regard to the impact of such uses in particular locations; and 3) exempt additional facilities serving as event spaces from building, fire code and other health and safety regulations.
- We believe accessory dwelling units should not be mandated, and that local governments should retain the authority to regulate them.
- We request 1) state funding and incentives for localities, at their option, to acquire, preserve and maintain open space, and 2) enhanced ability for localities to balance growth and development as it pertains to farm and forestland within their jurisdiction.
- We support greater flexibility for localities in the preservation and management of trees.

Broadband

The Planning District's member localities urge and support state and federal efforts and financial incentives that assist localities and their communities in deploying universal, affordable access to broadband technology in unserved areas. While we appreciate federal and state actions that have substantially increased funding for the Virginia Telecommunication Initiative (VATI), we believe state and federal support for broadband expansion that utilizes both fiber and wireless technologies, public/private partnerships and regulated markets should include the following:

• Support for cooperative efforts among private broadband, internet and wireless companies, and electric cooperatives to ensure access to service at an affordable cost.
• Support for linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences.
• Maintaining local land use, permitting, fee and other local authorities.
• The ability of localities to establish, operate and maintain sustainable broadband authorities to provide essential broadband to communities.
• Provisions and incentives that would provide a sales tax exemption for materials used to construct broadband infrastructure.

Children's Services Act

The Planning District's member localities urge the State to be partners in containing Children's Services Act (CSA) costs and to better balance CSA responsibilities between the State and local governments. Accordingly, we take the following positions:

• The costs of CSA should be fully funded in the state's base budget, with allocations based on realistic anticipated levels of need. We support local ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools.
• We support the state maintaining cost shares on a sum sufficient basis by both the state and local governments; changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.
• We support enhanced state funding for local CSA administrative costs.
• We support a cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children. We do not support caps on state reimbursement which limit the state's exposure to increasing costs.
• We support the state being proactive in making residential facilities, services, and service providers available, especially in rural areas, and in supporting local efforts to provide facilities and services on a regional level.
• We oppose state efforts to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

Economic and Workforce Development

The Planning District's member localities recognize economic development and workforce training as essential to the continued viability of the Commonwealth. Policies and additional state funding that closely link the goals of economic and workforce development and the state's efforts to streamline and integrate workforce activities and revenue sources are crucial. Accordingly, we support the following:

• Enhanced coordination with the K-12 education community to equip the workforce with in-demand skill sets, so as to align workforce supply with anticipated employer demands.
• Continuing emphasis on regional cooperation in economic, workforce and tourism development.
• Continuation of the *GO Virginia* initiative to grow and diversify the private sector in each region.
• State job investment and small business grants being targeted to businesses that pay higher wages.
• State support for the Virginia Business Ready Sites Program and for an economic development project adjacent to the existing Rivanna Station.
• Increased state funding for regional planning district commissions.

Education

The Planning District's member localities believe that, in addition to funding the Standards of Quality (as previously noted), the State should be a reliable funding partner with localities by recognizing other resources necessary for a high-quality public education system. Accordingly, we take the following positions:

• Concerning school facilities:

>We support allowing all localities the option of levying a one-cent sales tax to be used for construction or renovation of school facilities.

>The State should discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.

>We appreciate and support the school construction assistance programs enacted in 2022 and request that they be consistently funded.

• We support 1) amending the LCI formula to recognize the land use taxation value, rather than the true value, of real property; and 2) preserving current *Code* provisions stipulating that local school funds unexpended at the end of the year be retained by the local governing body.
• We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government.

Environmental and Water Quality

The Planning District's member localities believe that environmental and water quality should be funded and promoted through a comprehensive approach, and address air and water quality, solid waste management, land conservation, climate change, and land use policies. Such an approach requires regional cooperation due to the inter-jurisdictional nature of environmental resources, and adequate state funding to support local and regional efforts. Accordingly, we take the following positions:

• We oppose legislation mandating expansion of the Chesapeake Bay Preservation Act's coverage area. Instead, we urge the State to provide legal, financial, and technical support to localities that wish to improve water quality and use other strategies that address point and non-point source pollution. We also support aggressive state investment in meeting required milestones for reducing Chesapeake Bay pollution to acceptable levels. We support state assistance for cyanobacteria monitoring, mitigation, and remediation efforts, as well as hydrilla treatment and buoy maintenance at Lake Anna.

• We support state investment targeted to permitted dischargers to upgrade treatment plants, to aid farmers with best management practices, and to retrofit developed areas.

• We support continued investment in the Stormwater Local Assistance Fund (SLAF) to assist localities with much-needed stormwater projects and in response to any new regulatory requirements.

• We support the option for localities, as a part of their zoning ordinances, to designate and/or reasonably restrict the land application of biosolids to specific areas within the locality.

• We support legislative and regulatory action to ensure effective operation and maintenance of alternative on-site sewage systems and to increase options for localities to secure owner abatement or correction of system deficiencies.

• We support dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards.

• The State should be a partner with localities in water supply development and should work with and assist localities in addressing water supply issues, to include providing funding for development and implementation of state-required regional plans and investing in regional projects.

General Government

The Planning District's member localities believe that since so many governmental actions take place at the local level, a strong local government system is essential. Local governments must have the freedom, flexibility, and tools to fulfill their responsibilities. Accordingly, we take the following positions:

• State policies should protect local governments' current ability to regulate businesses, to include collection and auditing of taxes, licensing, and regulation (whether they are traditional, electronic, internet-based, virtual, or otherwise), while encouraging a level playing field for competing services in the marketplace.

• We oppose intrusive legislation involving purchasing procedures; local government authority to establish hours of work, salaries and working conditions for local employees; matters that can be adopted by resolution or ordinance; and procedures for adopting ordinances.

• The state should maintain the principles of sovereign immunity for local governments and their employees, to include regional jail officers.

• Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant local dollars and additional personnel beyond those funded by the State. We also support the use of a notarized waiver to allow volunteer workers to state they are willing to provide volunteer services and waive any associated compensation.
• We urge state funding to address shortfalls in elections administration dollars, as administration has become more complex and federal and state financial support for elections continues to lag the need. We request adequate funding for costs associated with voting equipment, mail in ballots, registrar offices, early voting requirements, and election security standards.
• We urge state funding necessary for agencies to carry out tasks such as processing applications, reviewing permits and other critical administrative functions.
• We support expanding the allowable use of electronic meetings for all local public bodies, with flexibility for them to determine public comment, participation, and other procedures. Also, any changes to FOIA should preserve 1) a local governing body's ability to meet in closed session; 2) the list of records currently exempt from disclosure; 3) provisions concerning the creation of customized records; and 4) provisions allowing public bodies to charge for providing requested records.
• We support the use of alternatives to newspapers for publishing various legal advertisements and public notices.
• We support federal and state funding for localities to acquire and maintain advanced cybersecurity to protect critical systems and sensitive data.
• We support enhanced state funding for local and regional libraries.
• We support expanding local authority to regulate smoking in public places.
• The State should not inhibit the ability of localities to determine how best to use artificial intelligence (AI) or require any related reporting requirements that are unreasonable.

Health and Human Services

The Planning District's member localities recognize that special attention must be given to helping disabled people, poor people, and young and elderly people achieve their full potential. Funding for at-risk individuals and families to access appropriate services remains critical. Recently enacted changes to the Supplemental Nutrition Assistance Program (SNAP) and to Medicaid also will require significant state support and coordination between state agencies and localities. Accordingly, we take the following positions:

• We support full state funding for any local costs associated with Medicaid expansion, including local eligibility workers and case managers, but oppose any shifting of Medicaid matching requirements from the State to localities.
• We support investment in staff training and other tools to enable local social services staff to administer revised SNAP and Medicaid programs effectively and efficiently.
• We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
• The State should provide sufficient funding to allow Community Services Boards to meet the challenges of providing a community-based system of care for people with behavioral health and developmental disability service needs that helps divert them from needing state hospital care, as well as having services such as outpatient and permanent supportive housing available.

• We support improvements in state hospital capacity to accept individuals under a TDO, and encourage support for rural hospitals facing reductions in overall Medicaid funding.
• We support continued operation and enhancement of early intervention and prevention programs, including the Virginia Preschool Initiative and Part C of the Individuals with Disabilities Education Act (infants and toddlers).
• We support additional funding to local communities to assist low-income working families with childcare costs.

Housing

The Planning District's member localities believe every citizen should have an opportunity to afford decent, safe, and sanitary housing. The State, regions and localities should work to promote a balanced mix of affordable and mixed-use housing, and to expand and preserve the supply and improve the quality of housing that is affordable for the elderly, disabled, and low- and moderate-income households. Accordingly, we take the following positions:

• We support the following specific items: 1) local authority to promote and flexibility in the operation of housing affordability programs and establishment of affordable dwelling unit ordinances; 2) increased federal and state funding, as well as appropriate authority and incentives, to assist communities in fostering an increased supply of housing that is affordable; 3) grants and loans to low- or moderate-income persons to aid in purchasing dwellings; 4) funding for rental assistance to low-income families with school-aged children; and 5) policies and direct state investments to prevent homelessness and to assist the chronic homeless.
• We support incentives that encourage rehabilitation and preservation of historic structures.

Public Safety

The Planning District's member localities encourage state financial support, cooperation and assistance for law enforcement, emergency medical care, criminal justice activities, and fire services responsibilities carried out locally. Accordingly, we take the following positions:

• The Compensation Board should fully fund local positions that fall under its purview, to include supporting realistic levels of staffing to enable constitutional offices to meet their responsibilities and limit the need for localities to provide additional locally funded positions. The Compensation Board should not increase the local share of funding for Constitutional offices or divert money away from them, and localities should be afforded flexibility in the state use of state funds for compensation for these offices.
• We encourage state support and incentives for paid and volunteer fire/EMS/first responders and related equipment needs, given the ever-increasing importance they play in local communities. We oppose regulatory action that hinders the provision of emergency services by increasing costs of operations or deterring recruitment and retention of emergency services employees.
• We support state efforts to assist localities in recruiting and retaining law enforcement personnel.
• We support changes to the Line of Duty Act (LODA) to afford officers employed by private police departments the benefits available under LODA.

• We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
• We support adequate and necessary funding for mental health and substance abuse services at juvenile and adult detention facilities and jails.
• We encourage needed funding for successful implementation of policies and programs that 1) supplement law enforcement responses to help individuals in crisis to get evaluation services and treatment; 2) provide alternative transportation options for such individuals; and 3) reduce the amount of time police officers must spend handling mental health detention orders.
• In an effort to fairly share future cost increases, we support indexing jail per diem costs as a fixed percentage of the actual, statewide daily expense average, as set forth in the annual Jail Cost Report.
• We support the ability of local governments to 1) adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities, and 2) utilize photo speed camera devices to address safety concerns, including on locally designated highway segments.

Transportation

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges; for attracting and retaining businesses, residents, and tourism; and for keeping pace with growing public needs and expectations. We encourage the State to seek to grow revenue over time to meet increasing demands for new construction and maintenance for existing transportation infrastructure; to prioritize funding for local and regional transportation needs; and to provide financial support to localities for increased workloads for performing administrative functions. Accordingly, we take the following positions:

• As the State continues to adjust the "Smart Scale" prioritization and the funds distribution process, there should be state adequate funding and local authority to generate transportation dollars for important local and regional projects across modes.
• We support additional authority to establish mechanisms for funding transit and non-transit projects in our region.
• We support the Virginia Department of Transportation utilizing Metropolitan Planning Organizations and regional rural transportation staff to conduct local transportation studies.
• We oppose attempts to transfer responsibility to counties for construction, maintenance, or operation of current or new secondary roads.
• We support ongoing state and local efforts to coordinate land use and transportation planning and urge state and local officials to be mindful of various local and regional plans when conducting corridor or transportation planning within a locality or region.

IV D

2025

MAPP2Health Community Health Assessment

NELSON COUNTY • November 13, 2025

CHA: The Nuts + Bolts

WHO

- All Non-profit hospitals
- Healthcare system partners

WHY

Requirement of the Internal Revenue Service and...

- Understand Community Needs & Strengths
- Decision Making That's Data-Driven
- Address Root Causes

WHAT

An 18-month assessment of the community.
The results can then be used to plan, leverage resources, execute, and evaluate implementation initiatives to improve health.

WHEN

Published every three years

WHO: MAPP2Health

Core Group

4 PEOPLE; 3 ORGANIZATIONS

- Maintained communication across partners and facilitated meetings
- Gathered steering committee feedback
- Assigned funding and resources
- Conducted data gathering + analysis
- Met every other week, January 2024–April 2025

Steering Committee

10-12 PEOPLE; ORGANIZATION + COMMUNITY LEADS

- Provided input, advice, and feedback on major steps of MAPP
- Met monthly, July 2024–April 2025
- Nelson representatives Rachel Reutinger, Nelson County Schools; and Blue Ridge Medical Center

Community

SURVEYS + FOCUS GROUPS

- Randomized door-to-door household survey
- Key Informant Interviews
- Focus Groups
- Online survey
- Photovoice

Stakeholders

ONLINE SURVEY

- Stakeholder Survey

2024-2025 MAPP2HEALTH:
Priorities

PRIORITY 1: Chronic Conditions
Obesity and Mental Health

PRIORITY 2: Healthcare Access

PRIORITY 3:
Social Drivers of Health
Healthy Food, Economic Stability, Transportation

Vision	District residents thrive in supportive environments where structural barriers are limited and everyone has access to the resources, relationships, and opportunities needed for wellbeing.			
Mission	Improve the overall health of District residents through community driven services and policy advocacy.			
Assessment Priority Areas	ADDRESS	**Chronic Conditions:** Obesity and Mental Health	**Healthcare Access:** On Time, High-Quality, Affordable Care	**Social Drivers:** Healthy Food, Economic Stability, Transportation
Populations Most at Risk of Poor Health	WITH A FOCUS ON	Rural Low-Income Black and African American Hispanic and Latinx		
Goals	SO THAT ALL RESIDENTS IN THE DISTRICT...	Maintain active lifestyles, physical and mental wellness, and strong community connections	Get the right care, at the right time, in the right place	Have the resources they need for daily wellness and lasting resilience
Strategic Objectives	AND IN THREE YEARS WE WILL...	Reduce the prevalence of obesity and improve mental health	Increase access and availability to high quality and timely healthcare	Reduce the proportion of residents experiencing chronic stress or anxiety caused by limited access to healthy food, inadequate income, and unreliable transportation

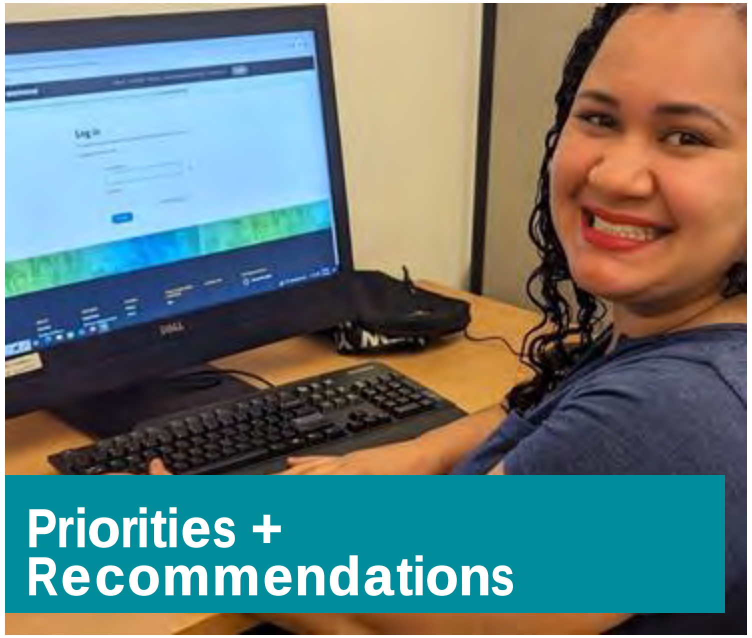
PROCESS

Primary Data

Process qualitative data from interviews, surveys + focus groups. Report this back to the Core Group and Steering Committee for evaluation and recommendations.

Secondary Data

Reviewed Census, County, and State data for trends and disparities. Validated where and with whom to do the assessment.



Priorities + Recommendations

Determine priorities, interview community members for recommendations, establish workgroups to implement change (Community Health Improvement Plan (CHIP)).

BRHD includes Albemarle, Charlottesville, Fluvanna, Greene, Louisa, Nelson

PRIMARY DATA

Household Survey

Tract 9501.01 in Nelson County

Arrington, Gladstone, Norwood, Shipman, Schuyler, Wingina

238

doors knocked

100

responses

Given the similar rural context, demographics, and health access challenges across the district's rural localities, the Nelson County results can be considered a reasonable proxy for other rural areas.

PRIMARY DATA

Key Informant Interviews

- Convenience survey
- Folks associated with community partners/ at risk of poor health outcomes
- Follow up interviews in Spring 2025

347
respondents

17
events / locations

~6%
Nelson County

PRIMARY DATA

Focus Groups

- Similar questions from KII
- Folks associated with community partners/ at risk of poor health outcomes
- Facilitated

22 participants

4 different groups:

- LGBTQAI+
- Folks with Disabilities **
- Spanish speaking CHWs **
- Re-entry Community **

** Included 1 resident from Nelson Co.

PRIMARY DATA

Surveys

- Unique questions but similar concepts
- General public – within the District
- Stakeholder – staff and leadership serving the District

708

respondents

42

Nelson Co. residents completed the Community survey

35%

Stakeholder Survey participants serve Nelson

PRIMARY DATA

Photovoice

- 7 Monticello High School students who were part of the Starr Hill Pathways program
- Sponsored and Facilitated by UVA Health
- Included Photography + Focus Group

7 participants

3 themes

- Assets — something or someone of value
- Well-being — comfort, good health, and happiness
- Resilience — the ability to survive and thrive

Students emphasized that caring for health is about everyday opportunities to feel safe, supported, and connected.

SECONDARY DATA

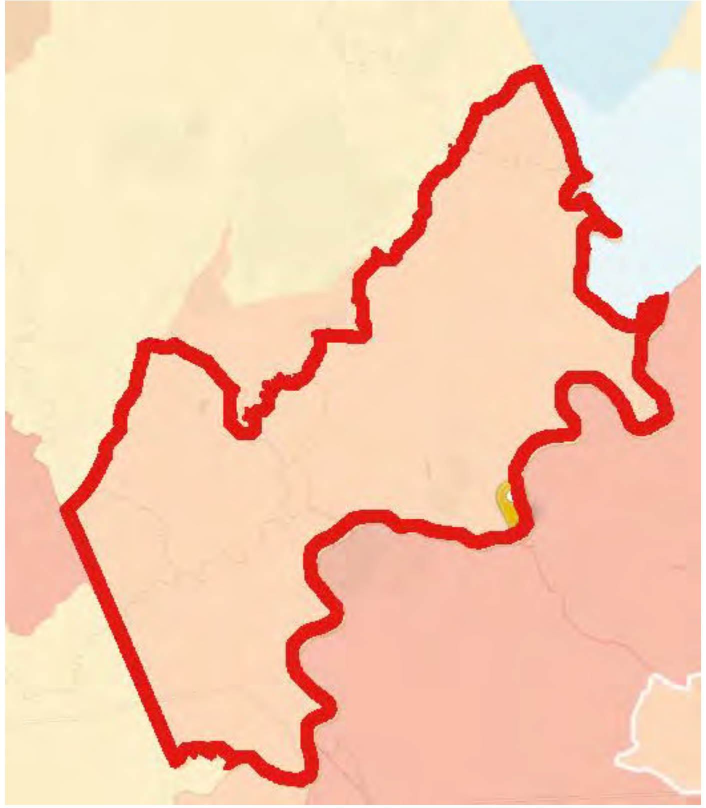
Neighborhood Atlas / Area Deprivation Index (ADI)

The ADI is a national measure of neighborhood socioeconomic disadvantage that's reported in census block groups — which are smaller than tracts.

We averaged the ADI percentiles for the block groups within each census tract, adjusting for how many people live in each block group. This produced a tract-level summary score for each area.

ADI Indicators include:

- Education
- Employment
- Income
- Rent/Mortgage
- Home ownership
- Car at home
- Phone
- Plumbing
- Crowding
- Poverty thresholds



Arrington/Wingina
Census Tract 9501.01
Shipman, Wingina, Arrington, Schuyler, Norwood, Howardsville

SECONDARY DATA

UVA Health Patient Data

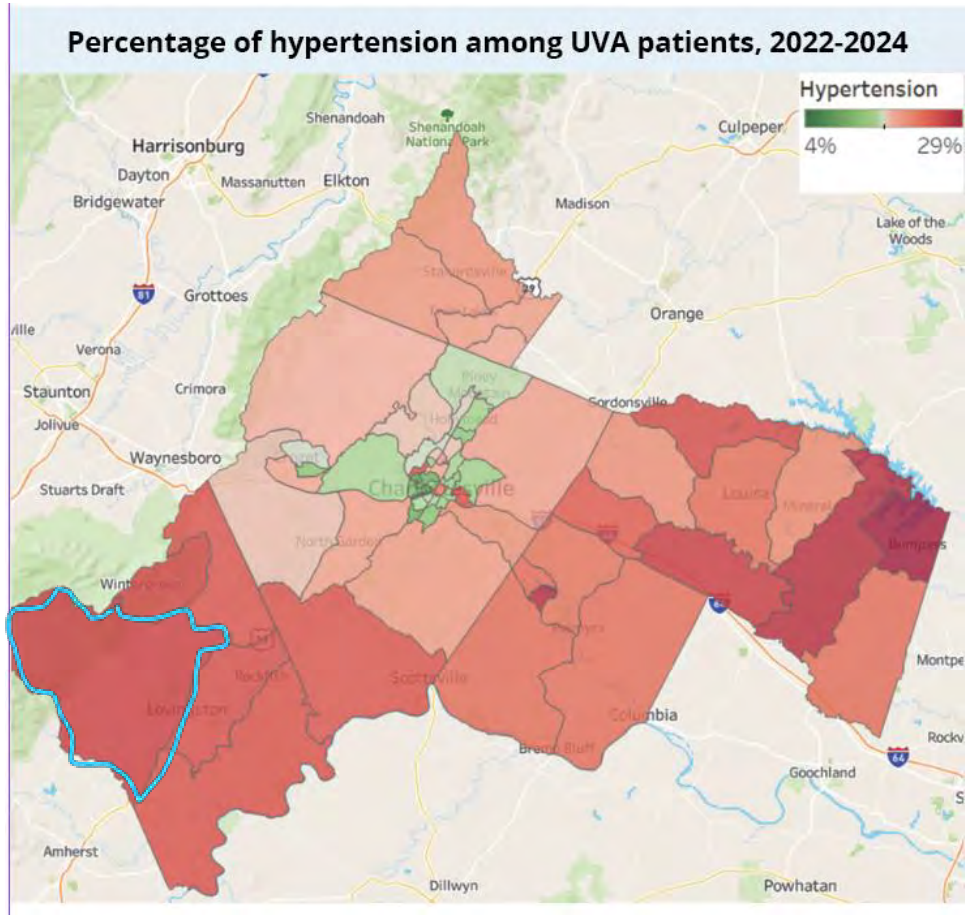
Aggregated electronic medical record data provided by UVA Health's internal data team.

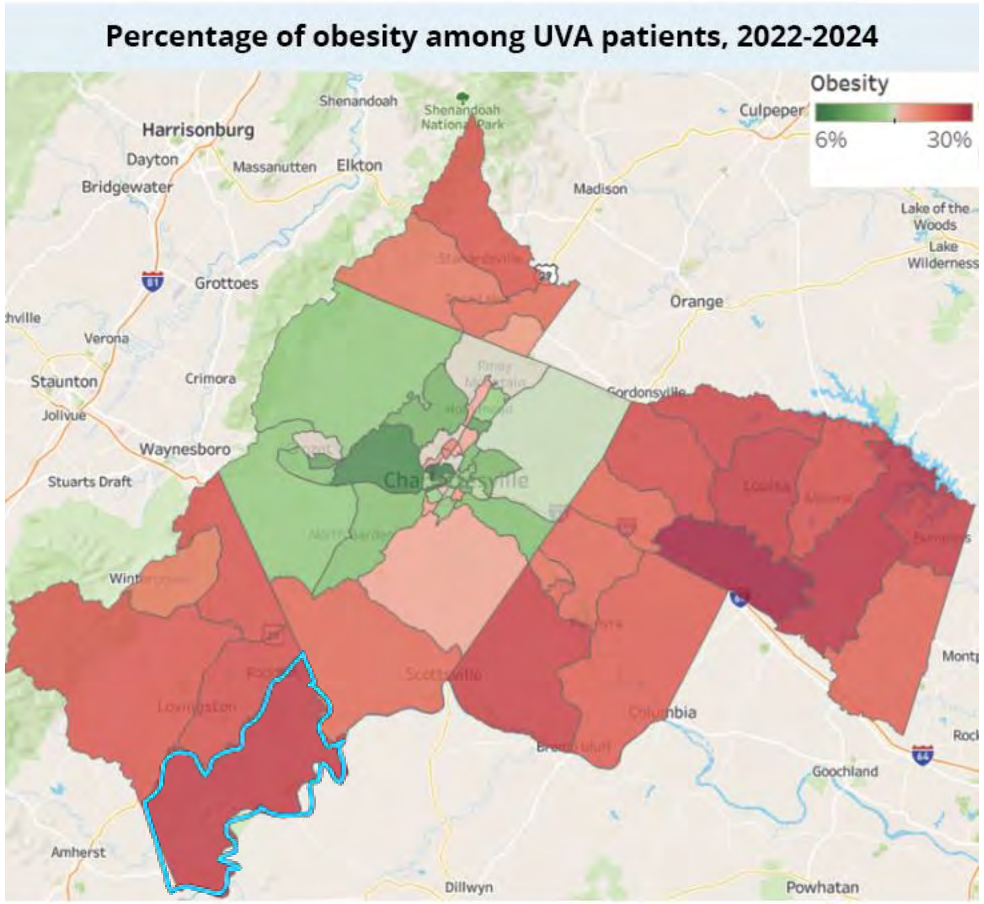
~99,500

Geocoded patients

Who had at least one medical visit within the past three years (2022–2024)

Maps show the percent of patients diagnosed with each condition for each tract.

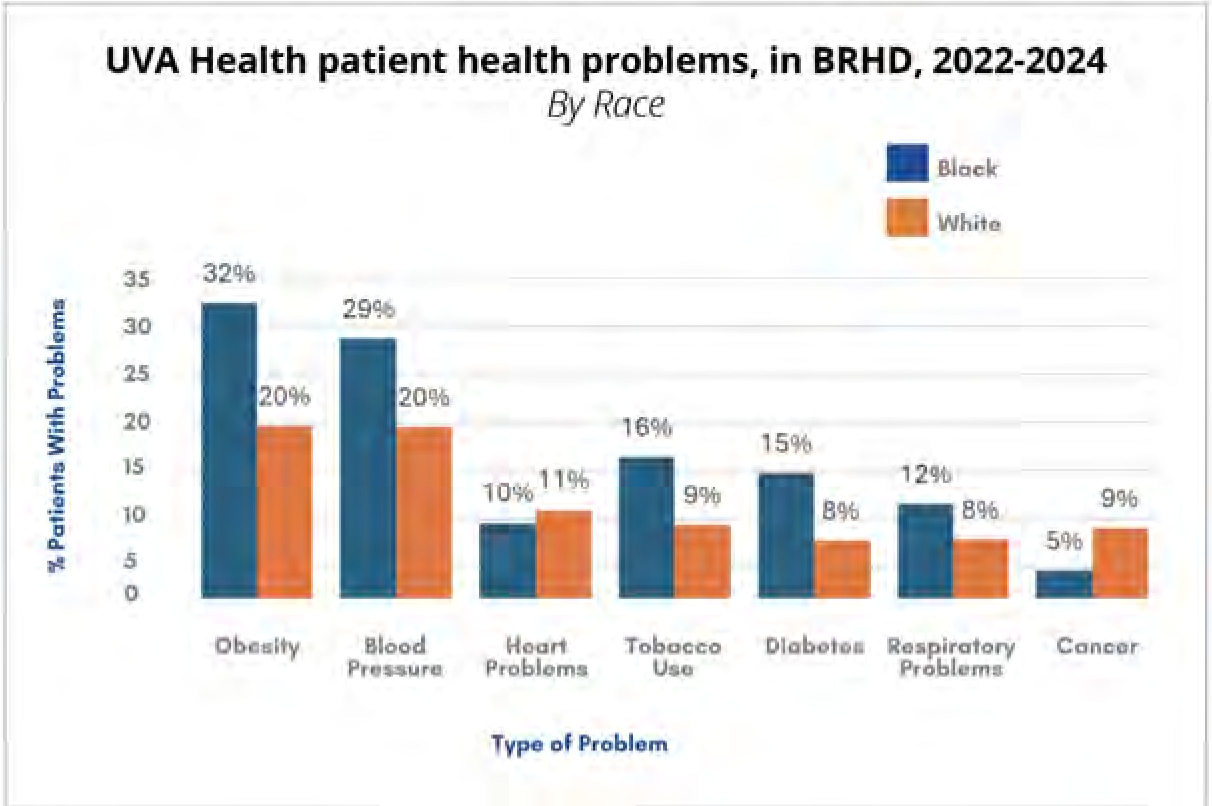


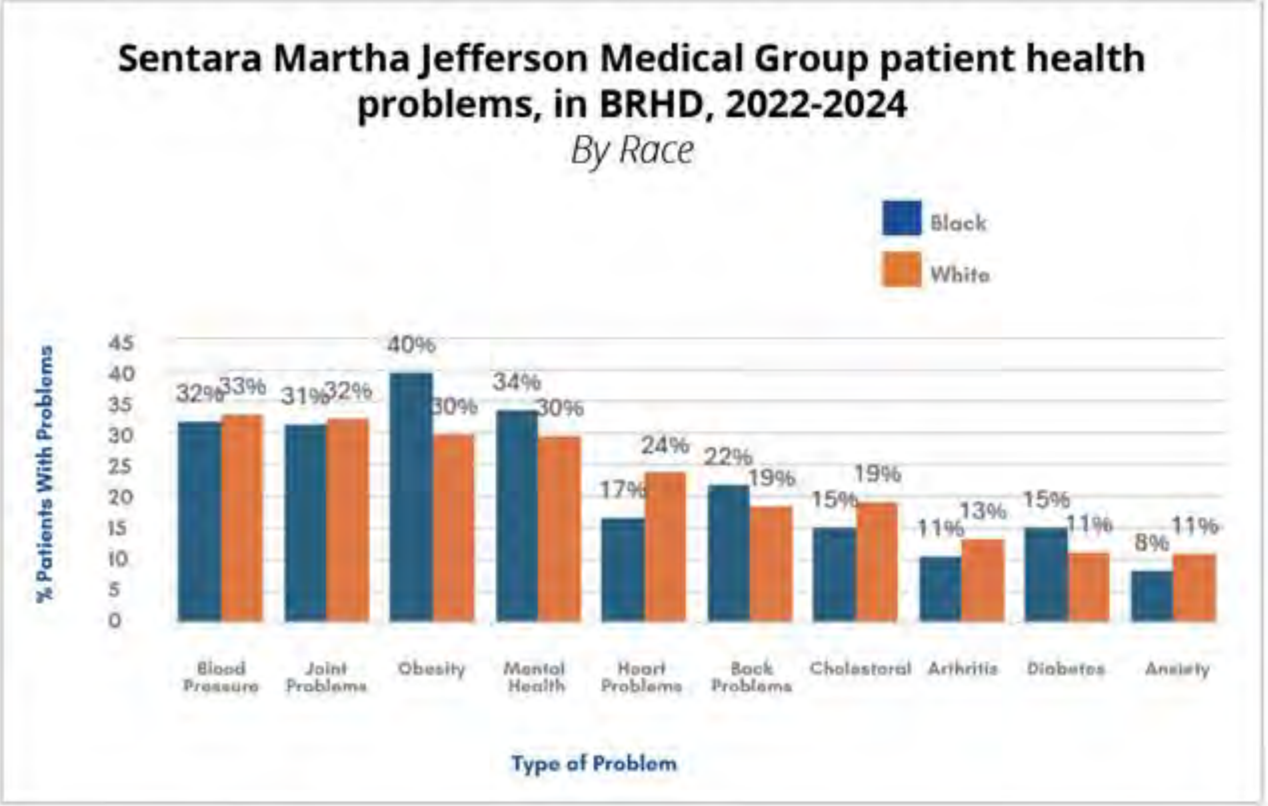


SECONDARY DATA

UVA Health + SMJMG Patient Data

In UVA Health data, Black patients suffer much more than White patients from obesity, hypertension, tobacco use, diabetes, and respiratory problems: from 45% to 88% more. In the SMJMG data, Black patients have a third higher prevalence of obesity than White patients, and heart problems are 43% more prevalent in White patients than in Black patients.





SECONDARY DATA

County Health Rankings & Roadmaps

Problem area	Nelson
Health	**6**
Premature deaths	
Child deaths	
Injury deaths	X
Motor vehicle deaths	X
Firearm deaths	X
Suicide deaths	X
Fair or poor health	X
Low birthweight	
Teen births	X
HIV	

Problem area	Nelson
Behavior	**2**
Smoking	X
Physically inactive	X
Excessive drinking	
Alcohol-related driving deaths	
Drug overdose deaths	
Health care access	**2**
Primary care physicians	
Dentists	X
Mental health providers	X
Prevention	**0**
Preventable hospitalizations	
Flu vaccination	
Environment	**1**
Traffic volume	
Air pollution	
Access to exercise opportunities	X

Problem area	Nelson
Social determinants	**12**
Income	X
Children in poverty	X
Free/reduced lunch	X
Food insecurity	X
Uninsured	X
Housing problems	X
Income inequality	X
Access to healthy foods	
Single-parent households	
Child-care centers	
School reading scores	
High school education	X
Some college education	X
Census participation	X
Social association	X
Juvenile arrests	
Broadband access	X

An "X" indicates that the locality has a value at least 10% worse than the state's.

The number listed reflects the amount of "X" in that category.

The blue highlight indicates a particular outlier for a problem area. For instance, under "Social Drivers," Nelson Co. was at least 10% worse than the state average for 12 out of the 17 indicators.

Problems

- Diabetes
- Blood pressure
- Mental health
- Weight issues
- Heart problems

Obstacles

- Access to healthcare
- No time
- Healthy Food access
- Money
- Transportation
- Aging
- Lack of exercise

Supports Needed

- Money
- Doctors close by
- Community support
- Health information
- Recreational opportunities/gyms
- Mental health support
- Home maintenance
- Access to affordable timely care
- Transportation
- Access to healthier food

LOOKING AHEAD

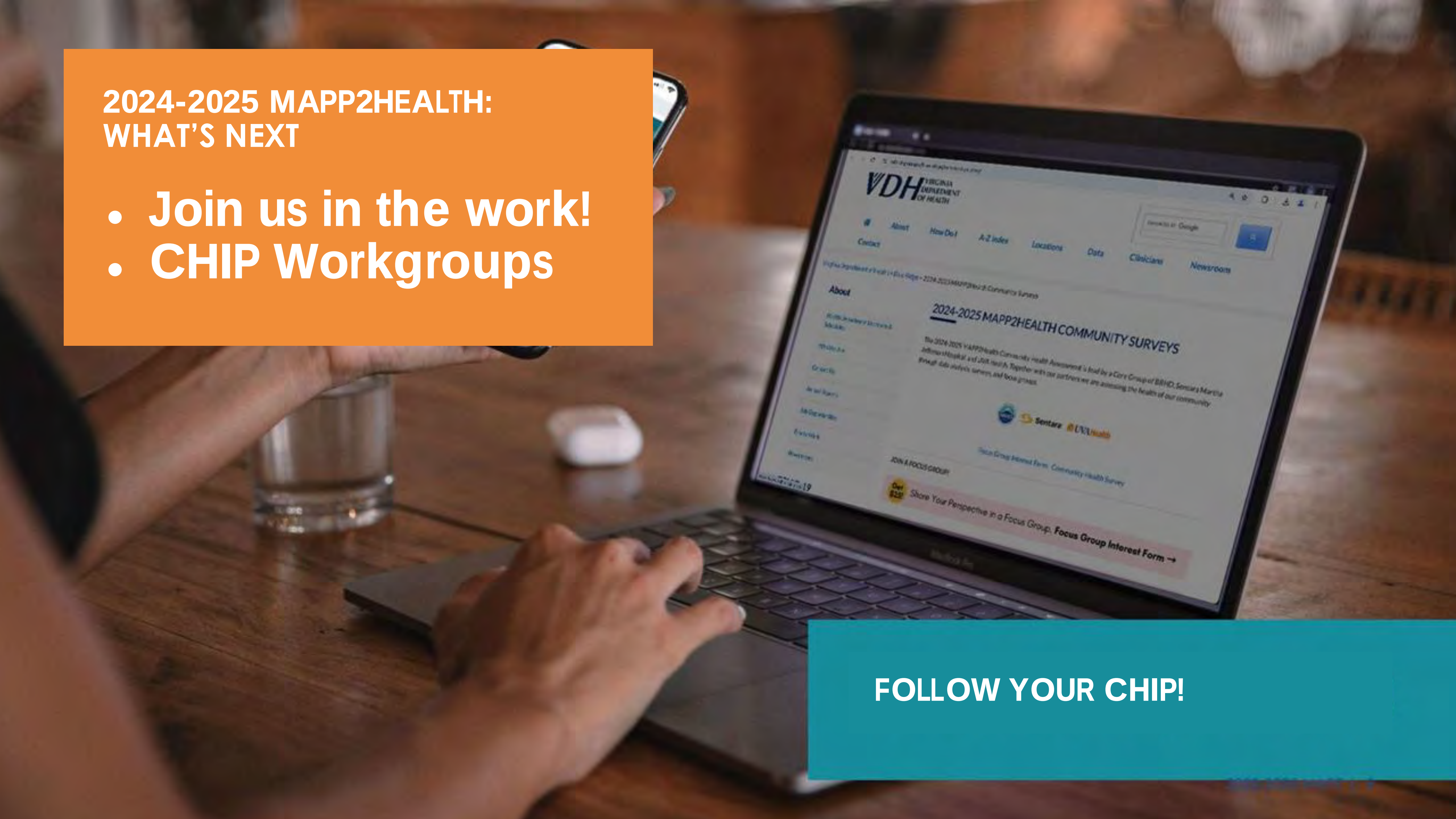
Recommendations for the CHIP

- **80 Key Informant Interviews**
- **Ideas included:**
  - Healthy eating classes with culturally familiar foods, budgeting support, and transportation to class (or done virtually)
  - Community-led groups for connections and accountability to improve physical activity and mental health
  - Mobile and free healthcare nearby
  - Transportation support - including transit, personal vehicle maintenance, and insurance
  - Improved efforts at advertising and marketing of services to connect rural residents to those resources

2024-2025 MAPP2HEALTH: WHAT'S NEXT

- **Join us in the work!**
- **CHIP Workgroups**

FOLLOW YOUR CHIP!



2025 MAPP2Health

ALBEMARLE • CHARLOTTESVILLE • FLUVANNA • GREENE • LOUISA • **NELSON**

Demographics (2023 Estimates)

POPULATION SIZE

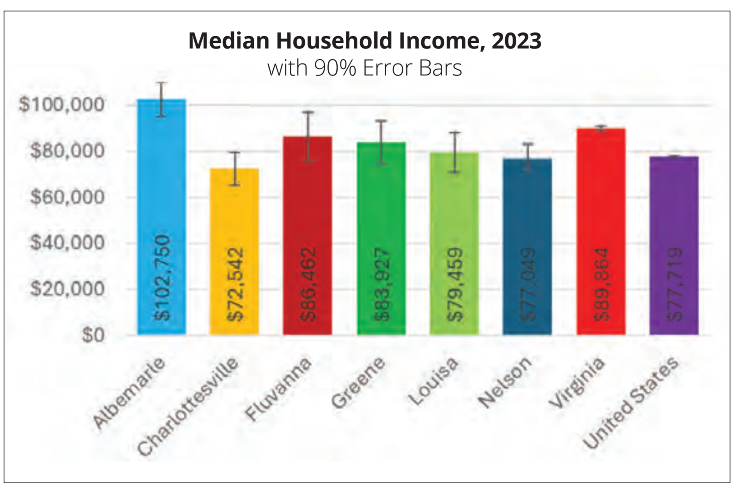
- **14,777:** Nelson County is rural, with a population density of 31 people per square mile (lowest in District).

AGE

- 28.2% are 65 years or older (largest percentage in District)

RACE & ETHNICITY

- 81.6% White
- 10.3% Black
- 4.2% Multiple Races
- 1.7% Asian
- 4.7% are Hispanic
- Of people at least five years old, 6.7% speak a language other than English at home



Median Household Income, BRHD Localities, BRHD as a whole, and Virginia. The median household income values here come from the Census Small Area Income and Poverty Estimates (SAIPE) program, based on sampling populations; generally, the more samples, the more accurate the estimate. The error bars here show how accurate each estimate is; roughly speaking, if the error bars for two localities overlap a lot, then it would be invalid to conclude that the true median incomes are different.

Source: U.S. Census Bureau, Small Area Income and Poverty Estimates, SAIPE Interactive Data Tool. https://www.census.gov/data-tools/demo/saipe/#/?s_state=51&s_county=51003,51540,51065,51079,51109,51125&s_district=&s_geography=county&s_measures=mhi&map_yearSelector=2022&x_tableYears=2023,2022.

2025 MAPP2Health narrows in on three major community-identified priorities:

- **Chronic Conditions**, specifically obesity and mental health
- **Access to Healthcare**
- **Social Drivers**, specifically access to healthy food, economic stability, and transportation

Health Indicators

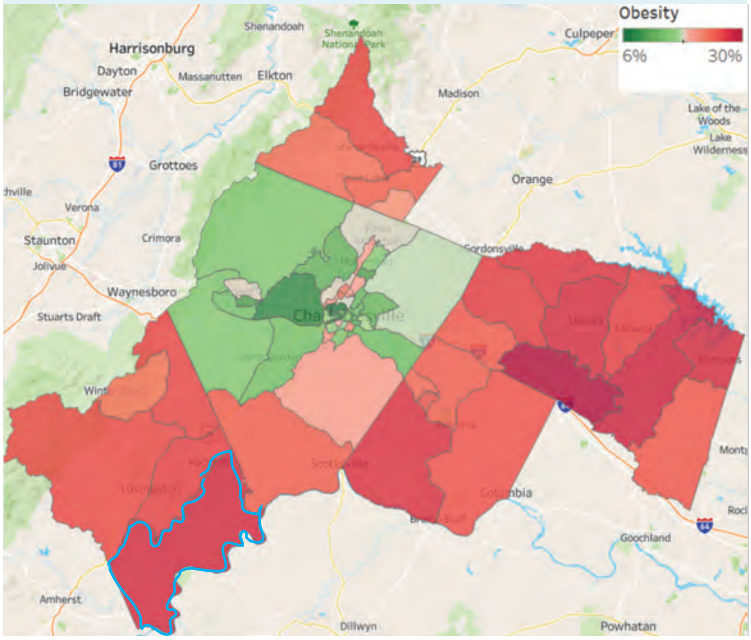
Locality	Years of Potential Life Lost Before Age 75 per 100,000 People
Virginia	7,297
Albemarle	4,986
Charlottesville	6,342
Fluvanna	6,629
Greene	6,018
Louisa	9,456
Nelson	7,842

From the 2024 County Health Rankings & Roadmaps: A key high-level health indicator is "premature death," defined as the rate of years of potential life lost before age 75 per 100,000 people.

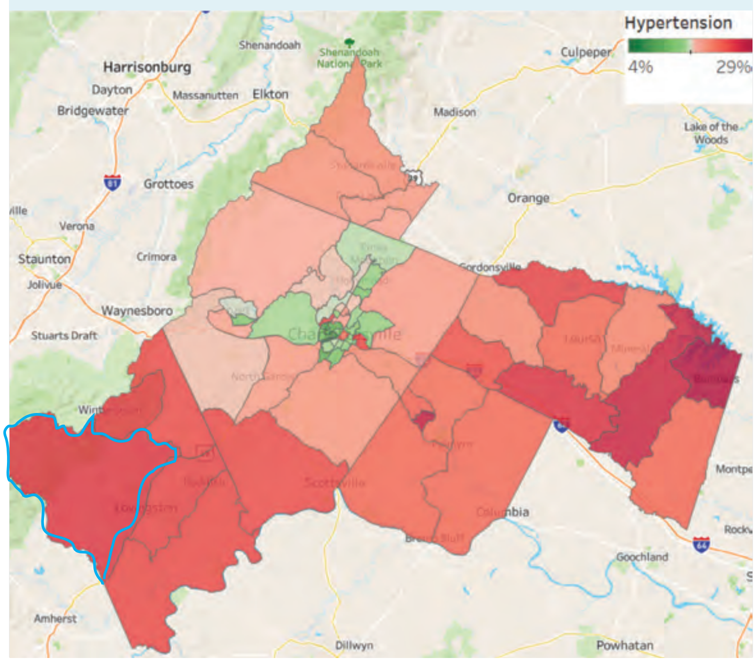
Printed October 27, 2025

Health Indicators

Percentage of obesity among UVA patients, 2022-2024



Percentage of hypertension among UVA patients, 2022-2024



Source: 2025 Mapbox © OpenStreetMap; UVA Health Medical Records Data, 2022-2024

> Bills always take the precedence… after all the bills and stuff, I might have a hundred bucks to get groceries… That doesn't go very far whatsoever.
>
> –Nelson Co. Key Informant Interview Participant

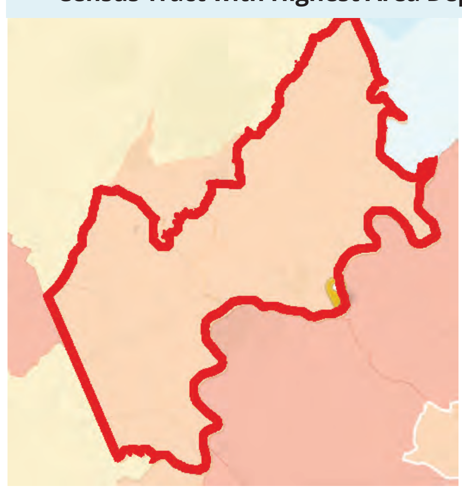
From the 2024 County Health Rankings & Roadmaps: In the table below, an "X" indicates that the locality has a value at least 10% worse than the state's. The number listed represents how many "X" for that category.

The blue highlight indicates a particular outlier for a problem area. For instance, under "Social Drivers," Nelson Co. was at least 10% worse than the state average for 12 out of the 17 indicators.

Problem area	Nelson
Health	**6**
Premature deaths	
Child deaths	
Injury deaths	X
Motor vehicle deaths	X
Firearm deaths	X
Suicide deaths	X
Fair or poor health	X
Low birthweight	
Teen births	X
HIV	
Behavior	**2**
Smoking	X
Physically inactive	X
Excessive drinking	
Alcohol-related driving deaths	
Drug overdose deaths	
Health care access	**2**
Primary care physicians	
Dentists	X
Mental health providers	X
Prevention	**0**
Preventable hospitalizations	
Flu vaccination	
Environment	**1**
Traffic volume	
Air pollution	
Access to exercise opportunities	X

Problem area	Nelson
Social determinants	**12**
Income	X
Children in poverty	X
Free/reduced lunch	X
Food insecurity	X
Uninsured	X
Housing problems	X
Income inequality	X
Access to healthy foods	
Single-parent households	
Child-care centers	
School reading scores	
High school education	X
Some college education	X
Census participation	X
Social association	X
Juvenile arrests	
Broadband access	X

Census Tract with Highest Area Deprivation Index Score



"Arrington/Wingina" Census Tract 9501.01; ADI score 77% National Percentile chosen for focus area in MAPP2Heatlh.
Source: www.neighborhoodatlas.medicine.wisc.edu/mapping

V A

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

NOVEMBER 13, 2025 BOARD OF SUPERVISORS MEETING

BOARD AUTHORITY AND ACTION TO DATE

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 and Public Hearing Conducted:

- September 25th and October 2nd – Nelson County Times
- County Website
- Letters mailed by USPS to 207 Piney River Water Sewer System customers on September19, 2025
- Public Hearing conducted on October 14, 2025, BOS Deferred Action on O2025-09

PROPOSED ORDINANCE O2025-09 WATER & SEWER RATES AND FEES – MONTHLY SERVICE + GRINDER PUMP FEE

Service	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 > monthly min)	**$6.10**	$7.36	$8.61	$9.87	$12.38
Sewer Usage - (4,000 gallons per month)	**$29.60**	$39.22	$48.85	$58.47	$77.72
Sewer Usage - (per 1,000 gallons > monthly min)	**$6.85**	$7.91	$8.97	$10.03	$12.15
Grinder Pump Fee	**$9.00**	$12.07	$15.14	$18.20	$24.34

PINEY RIVER WATER & SEWER SYSTEM (PRWS) CUSTOMER BASE

- Total Customer Base 206:
  - 5 Water Only
  - 18 Sewer Only
  - 83 Sewer & Grinder Pump
  - 100 Water, Sewer & Grinder Pump

PINEY RIVER WATER & SEWER SYSTEM (PRWS) CUSTOMER BASE PROPOSED ORDINANCE O2025-09 WATE & SEWER RATES AND FEES – MONTHLY SERVICE + GRINDER PUMP FEE

Customer Base By Service	Current Monthly Bill	1/1/2026	7/1/2026	7/1/2027	7/1/2028
Water Only - 5	**$29.90**	$34.36	$38.82	$43.28	$52.20
Sewer Only - 18	**$29.60**	$39.22	$48.85	$58.47	$77.72
Sewer & Grinder Pump - 83	**$38.60**	$51.29	$63.99	$76.67	$102.06
Water, Sewer, & Grinder Pump - 100	**$68.50**	$85.65	$102.81	$119.95	$154.26

PROPOSED ORDINANCE O2025-09 WATER & SEWER RATES AND FEES – MONTHLY SERVICE
DOLLAR ($) AND PERCENTAGE (%) CHANGES BY CUSTOMER BASE

Customer Base By Service	Existing	1/1/2026	$ Change	% Change	7/1/2026	$ Change	% Change	7/1/2027	$ Change	% Change	7/1/2028	$ Change	% Change	Total $ Change	Total % Change
Water Only - 5	**$ 29.90**	$34.36	$4.46	15%	$38.82	$4.46	13%	$43.28	$4.46	11%	$52.20	$8.92	21%	$22.30	75%
Sewer Only - 18	**$ 29.60**	$39.22	$9.62	33%	$48.85	$9.63	25%	$58.47	$9.62	20%	$77.72	$19.25	33%	$48.12	163%
Sewer & Grinder Pump - 83	**$ 38.60**	$51.29	$12.69	33%	$63.99	$12.70	25%	$76.67	$12.68	20%	$102.06	$25.39	33%	$63.46	164%
Water, Sewer, & Grinder Pump - 100	**$ 68.50**	$85.65	$17.15	25%	$102.81	$17.16	20%	$119.95	$17.14	17%	$154.26	$34.31	29%	$85.76	125%

TABLE 2. ALTERNATE % INCREASES AND EQUIVALENT $ IMPACT TO PROPOSED WATER & SEWER RATES AND FEES – MONTHLY SERVICE MOST EXPENSIVE CUSTOMER BASE EXAMPLE

Table 2: Alternate % Increases and Equivalent $ Impact	**Existing**	**1%**	**3%**	**5%**	**7%**	**10%**	**12%**	**15%**	**20%**
Water, Sewer, & Grinder Pump - 100	**$68.50**	**$0.69**	$2.06	$3.43	$4.80	$6.85	$8.22	$10.28	$13.70

FIVE-YEAR PRWS FUND OPERATIONAL REVENUE/EXPENDITURE BUDGET & CAPITAL EXPENDITURES

	FY21	FY22	FY23	FY24	FY25
Revenues	$ 151,205.27	$ 172,852.74	$ 195,176.95	$ 130,828.81	$ 155,752.57
Operational Expenditures	$ 132,992.94	$ 194,687.65	$ 204,726.60	$ 160,841.93	$ 227,807.69
Revenues/(Expenditures)	$ 18,212.33	$ (21,834.91)	$ (9,549.65)	$ (30,013.12)	$ (72,055.12)
General Fund Operations Supplement	$ 0.00	$ 21,834.91	$ 9,549.65	$ -	$ 72,055.12
Revenues/(Expenditures) after General Fund Operations Supplement	$ 0.00	$ 0.00	$ 0.00	$ (30,013.12)	$ 0.00
Total Capital Expenditures	$ 219,000.20	$ 87,538.80	$ 73,838.00	$ 1,833.00	$ 26,875.00

FIVE-YEAR PRWS FUND OPERATIONAL REVENUE/EXPENDITURE BUDGET & CAPITAL EXPENDITURES BREAK- EVEN RATES

- PRWS system-wide break-even rate by fiscal year
  - Operational
  - Operational + Capital Expenditures
- Five-year average break-even rate; including capital expenditures
- *Break-Even figures are using total of 206 customers and not broken down into separate Water, Sewer, & Grinder Pump rates

	FY21	FY22	FY23	FY24	FY25	
Total Operational Expenses	$ 132,993	$ 194,688	$ 204,727	$ 160,842	$ 227,808	
Monthly Expense	$ 11,083	$ 16,224	$ 17,061	$ 13,403	$ 18,984	
Break-Even Customer Rate (Operations only)	$ 53.80	$ 78.76	$ 82.82	$ 65.07	$ 92.16	**$ 74.52**
						5-year average
Total Capital Expenditures	$ 219,000	$ 87,539	$ 73,838	$ 1,833	$ 26,875	
Total All Expenses	$ 351,993	$ 282,226	$ 278,565	$ 162,675	$ 254,683	
Monthly Expense	$ 29,333	$ 23,519	$ 23,214	$ 13,556	$ 21,224	
Break-Even Customer Rate (Operations + Capital)	$ 142.39	$ 114.17	$ 112.69	$ 65.81	$ 103.03	**$ 107.62**
						5-year average

OTHER CONSIDERATIONS FOR PROPOSED WATER & SEWER RATES AND FEES – MONTHLY SERVICE

1) Shift the effective date of the initial increase from January 1, 2026 to a later date

2) Look at applying different monetary or percentage increases to the existing rates (Refer to Slide 7)

3) Look at using a five-year average break-even rate: operational + capital expenditures (Refer to Slide 9)

4) Authorize fewer than the four (4) proposed rate increases

5) Other suggestions

6) Any combination of the options above

Adopted rates may be lower than those advertised for public hearing, but not higher

NEXT STEPS

- Discussion on proposed and alternate rates for water and sewer monthly service
- Discussion on proposed other rates, fees, and charges in O2025-09
- Consider adoption of O2025-09 Amendment of the Code of Nelson County, Virginia, Chapter 12 Utilities, Article III Water and Wastewater, Division Ten, as proposed, or
- Give Staff direction on Board's consensus to amend proposed Ordinance O2025-09 for consideration at the December 9, 2025 regular meeting

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

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J. DAVID PARR
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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

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~~	
	~~Water~~	~~Sewer~~
~~⅝" × ¾"~~	~~$ 2,000.00~~	~~$ 2,000.00~~
~~Full ¾"~~	~~3,000.00~~	~~3,000.00~~
~~1"~~	~~5,000.00~~	~~5,000.00~~
~~1½"~~	~~8,000.00~~	~~8,000.00~~
~~2"~~	~~16,000.00~~	~~16,000.00~~
~~3"~~	~~32,000.00~~	~~32,000.00~~
~~4"~~	~~50,000.00~~	~~50,000.00~~
~~6"~~	~~100,000.00~~	~~100,000.00~~

Meter Sizing and Fees

Required Meter Size	***Connection Fee***	
	Water	***Sewer***
⅝" × ¾"	***$ 4,000.00***	***$ 4,000.00***
Full ¾"	***6,000.00***	***6,000.00***
1"	***10,000.00***	***10,000.00***
1½"	***17,500.00***	***17,500.00***
2"	***32,000.00***	***32,000.00***
3"	***64,000.00***	***64,000.00***
4"	***100,000.00***	***100,000.00***
6"	***200,000.00***	***200,000.00***

Sec. 12-153. Base service fees.

Base service fee allots consumption up to four thousand (4,000) gallons per billing period.

~~Base Service Fees~~

	~~Water~~	~~Sewer~~
~~Minimum usage—Up to 4,000 gallons per month~~	~~$29.90~~	~~$29.60~~
~~Cost per 1,000 gallons, exceeding 4,000~~	~~6.10~~	~~6.85~~

Base Service Fees

Effective Date:	*Existing*	*1/1/2025*	*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*

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~~

Effective Date:	*Existing*	*1/1/2025*	*7/1/2026*	*7/1/2027*	*7/1/2028*
Grinder Pump Fees	*$9.00*	*$12.07*	*$15.14*	*$18.20*	*$24.34*

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 given 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 charge 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

*Copy of notice mailed to customers on 9-19-25

BOARD OF SUPERVISORS

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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, Lovingston.

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

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.

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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GRACE E. MAWYER
Director of Finance and
Human Resources

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 Lovingston.

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
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- 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
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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: Candice W. McGarry, 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.

§ 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.

November 13, 2025

VI B

(1) New Vacancies/Expiring Seats & New Applicants :

Board/Commission	Term Expiring	Term & Limit Y/N	Incumbent	Re-appointment	Applicant(s)
N.C. Library Committee - South District	6/30/2025	4 year term/No limits	Jean B. Holliday	N	Deborah Turel
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
					Emma Wardlaw - West
					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.

(2) Existing Vacancies:

Board/Commission	Term Expiration	Term & Limit Y/N	Incumbent	Re-appointment	Applicant(s)
Board of Zoning Appeals - alternate	3/30/2025	5 year term/No limits	Mary Cunningham	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

NELSON COUNTY LIBRARY ADVISORY COMMITTEE

NAME, ADDRESS & PHONE	TERM :4 Years, July-June
Jennifer Page – **North District** 122 Mickens Road Afton, Va. 22920 (571) 246-1297 Jpage.nbs@gmail.com	July 1, 2022 – June 30, 2026 (appointed 10-11-22)
Chuck Strauss- **Central District** 112 River View Lane Faber, VA 22938 strausshaus@hotmail.com	July 1, 2023 - June 30, 2027
Gloria Ashley- **East District** 48 Henry's Hill LN Lovingston, VA 22949 H (434) 263-5035 W (434) 263-4086 Gashley3@verizon.net	July 1, 2022 – June 30, 2026 (Appointed 3-10-15)
Jean B. Holliday- **South District** 24 Kingswood Ln Arrington, VA 22922 (434) 263-5266	July 1, 2021 – June 30, 2025
Marcia McDuffie – **West District** 1936 Embly's Gap Road Roseland, VA 22967 (434) 277-9216 secondwind@gmail.com	July 1, 2024 - June 30, 2028 (Appointed 9-9-25)

Membership:	5 Members by Election District.
Term(s) of Office:	Regular Terms are 4 years July – June, with no term limits. Membership is voluntary.
Summary of Duties:	To serve in an advisory capacity to the Jefferson Madison Regional Library Nelson member of the Board, the JMRL Librarian, and the Nelson Librarian.
Meetings:	Monthly on the 3rd Monday from 4-6 PM at the Nelson Memorial Library. Members serve on a voluntary basis.

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
Lovingston, VA 22949

or fax to (434) 263-7004 or email aspivey@nelsoncounty.org

Date 10-20-2025

Mr. ______ Mrs. ______ Ms. ______

Name: Deborah Turel

List a maximum of three (3) Boards on which you are interested in serving.

1. Jeff-Madison Library - Lovingston
2. ______
3. ______

Home Address:
2446 Arrington Rd, Arrington 22922
PO Box 284 Lovingston VA 22949

Occupation: Retired Employed by: Retired

Home Phone No. [redacted] Business Phone No.: ______

Fax No.: ______ 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___ No X

If yes, list the Board(s):

—

What talent(s) and/or experience can you bring to the Board(s)?

I am a frequent user of the Public Library since 1982. I have seen many changes in library services and materials... Long, varied work experience in the county.

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?

a strong desire & vision for Public Libraries to remain strong necessary present in communities.

Please use this space for any additional information you would like to provide:

a library system is a system based on TRUST - a person can take home to read & use endless items - and is TRUSTED to return them to be shared with others. No where else can I borrow any item to use at home, return for others.

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 X No ___

Thank you —

Deborah Turel

NELSON COUNTY SOCIAL SERVICES ADVISORY BOARD

NAME, ADDRESS & PHONE	TERM (DATES TBD.) 4 Years, **2 Term Limit**
– **West District** Street Address City, VA Zip Code Phone Email Address	Term TBD
– **East District** Street Address City, VA Zip Code Phone Email Address	Term TBD
- **North District** Street Address City, VA Zip Code Phone Email Address	Term TBD
– **South District** Street Address City, VA Zip Code Phone Email Address	Term TBD
– **Central District** Street Address City, VA Zip Code Phone Email Address	Term TBD
BOS Liaison Street Address City, VA Zip Code Phone Email Address	Term TBD

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

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.

EAST

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Post Office Box 336
Lovingston, VA 22949

or fax to (434) 263-7004 or email aspivey@nelsoncounty.org

Date 9/16/25

Mr. ______ Mrs. ______ Ms. ______ Dr. ✓

Name: Laura Wert

List a maximum of three (3) Boards on which you are interested in serving.

1. advisory Board DSS
2. ______
3. ______

Home Address:
490 Lakeview Lane Lovingston Va 22949

Occupation: psychologist Employed by: retired

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):

What talent(s) and/or experience can you bring to the Board(s)?

I workd for over 30 years in Richmond Va as a child trained clinical psychologist. In that role, I have worked with DSS + 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 ran 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

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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 ___

LAURA E. WERT Ph.D.
P.O. Box 530
Lovingston, VA 22949
[redacted]

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.

SOUTH

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Post Office Box 336
Lovingston, VA 22949

or fax to (434) 263-7004 or email aspivey@nelsoncounty.org

Date 9/10/25

Mr. ____ Mrs. X 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 [redacted] Business Phone No. [redacted]

Fax No.: ____ 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___ No X

If yes, list the Board(s):

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 it's 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 X 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,

WINTERGREEEN 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://wset.com/news/local/teacher-starts-new-tradition-to welcome-children-to-school?fbclid=IwAR3TiMHrBtq1O_22CWQnO3FB84KdotaSVzkBgIg6774zNOFT1f53OXIm3o

NORTH

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Please complete and mail this form to:

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Attention: Candice W. McGarry, Clerk of Board
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Lovingston, VA 22949

or fax to (434) 263-7004 or email aspivey@nelsoncounty.org

Date 9/11/25

Mr. ______ 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 22920

Occupation: retired Employed by: ______

Home Phone N[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 (1) CASA - Providing experience with legal system. (2) People Places training in Foster Care (3) Foster parent for two teenage boys - first with ACSS for one year - 13 yr old enrolled at NCMS/Special Ed. returned home to parents. Second boy in HigSchool - 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, there families are open to us and improved their lives.

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 ___

CENTRAL

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
Lovingston, VA 22949

or fax to (434) 263-7004 or email aspivey@nelsoncounty.org

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 (Retired) Employed by: Jefferson Ob/Gyn

Home Phone No.: [redacted] Business Phone No. [redacted]

Fax No.: Ø 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):

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 & knowledgable 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 manditory 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.

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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 ___

Sue A Woodson, CNM

Sue A. Woodson, CNM, MSN

78 Rock Spring Road

Shipman, VA 22971

[redacted]

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

- Provide direct nursing care to disabled children under the direction of RN
- Assist in rehabilitative therapies for children 0 – 21 years.

Education

1994–1996 **Frontier School of Midwifery** Hyden, KY

  - Certificate - Nurse Midwifery

1988–1991 **University of Virginia** Charlottesville, VA

- Master of Science / Critical Care Nursing
  - Sigma Theta Tau International Nursing Honor Society

1977–1981 **VA Commonwealth University** Richmond, VA

  - Bachelor of Science / Nursing

Licensure

2003 – Present	NPI	1659489219
2003 – Present	DEA Registration	MW0929957
1996–Present	Virginia Nurse Practitioner	0024082072
1996–Present	Virginia Prescriptive Authority	0017001060
1981–Present	Virginia Registered Nurse	0001082072

Certification & Professional Affiliation

1985–**Present** AWHONN - 0413047 Washington, DC

1996–**Present** ACNM - C07931/7059 Washington, DC

- Certified Nurse Midwife – ACNM Cert. Council

2007-**Present** ASCCP Certified Colposcopist

- May, 2007 – Completed course requirements & fellowship program to become certified as a Colposcopist.

2008-**Present** American Heart Association PVCC

- 2008 – Certification – Healthcare Provider CPR
- 2008 – Instructor Certifications: BLS, Heartsaver CPR, Heartsaver First Aid

National & Professional Activities, Abridged

2006 – Present Reviewer AWHONN *Nursing for Women's Health*

2008 – 2009 Member, ACOG Presidential Task Force on Patient Safety in the Ambulatory Setting.

2007 AWHONN National Convention Program Committee Member.

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

WEST

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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Date October 22, 2025

Mr. ______ Mrs. ______ Ms. ______

Name: Emma N. Wardlaw

List a maximum of three (3) Boards on which you are interested in serving.

1. Social Services Advisory Board
2. ______
3. ______

Home Address: 2167 Old Rose Mill Road
Arrington, VA 22922

Retired Occupation: Educator / Administrator Employed by: Nelson County Public Schools

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):

What talent(s) and/or experience can you bring to the Board(s)?

My ability to work collaboratively with others.
I demonstrated and applied Knowledge of effective instructional models and strategies. Attended professional development conferences in order to provide support and resources for staff improvement

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 was born in Nelson County and I am a product of the Nelson County School system. I have a vested interest in Nelson County and will always strive to give my best to this County that I love.

Please use this space for any additional information you would like to provide:

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 ____

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):

What talent(s) and/or experience can you bring to the Board(s)?

I have been employed by the 24th 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 processess 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.

Please use this space for any additional information you would like to provide:

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 X No ____

Jennifer Blodgett

PROBATION SUPERVISOR, 24TH DISTRICT COURT SERVICE UNIT

)NTACT:

'2 Brandywine Drive
adison Heights, VA 24572
[redacted]

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 24th 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.

)UCATION:

S-SOCIOLOGY-2000

- VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
- Concentration in Crime and Delinquency

EADERSHIP COURSES

- Graduate of JTI Cohort IV

EXPERIENCE

2013-PRESENT | 24TH 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 24th District Parole Supervisor and oversee all parole cases in the District, supervision of Parole Officers in all five offices of the 24th 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 |24TH DISTRICE PROBATION, PAROLE AND INTAKE OFFICER |
24TH 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 Disabilitiès (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
- Central Region Intake Work Group
- Interagency Truancy Response Team
- Central Region Parole Work Group
- Lynchburg Detention Advisory Board member

- Amherst County Trauma Informed Community Network (TICN) team member
- Amherst County Special Education Advisory Committee 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	January 2022 – December 31, 2022
Thomas Nelson, Jr. 304 Deer Wood Ct. Roseland, VA 22967 thomasnelsonjrsigner@gmail.com (434) 277-5026 (H)	January 2022 – December 31, 2022
James C. Bibb 4141 Phoenix Road Arrington, VA 22922 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	January 2022 – December 31, 2022
Courtney Cook 929 Brownings Cove Shipman, VA 22971 (540) 500-1338 (H) 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.

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or fax to (434) 263-7004 or email 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

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

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

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.

Please use this space for any additional information you would like to provide:

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 X No___

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Date 9/18/2025

Mr. X 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 X No ___

Are you currently a member of a County Board, Commission, Committee or Authority? Yes___ No X

If yes, list the Board(s):

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

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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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 ___

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

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

2. Conduct Closed Session

3. Motion to Reconvene in Public Session

4. Motion to Certify Closed Session

CERTIFICATION MOTION AFTER RECONVENING IN PUBLIC SESSION:
(Requires recorded roll call vote)

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

Evening

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 §15.2-2204, §15.2-2310 and §15.2-2316.8, the Nelson County Board of Supervisors hereby gives notice that a Public Hearing will start at **7:00 p.m., Thursday, November 13, 2025** in the **General District Courtroom** on the third floor of the Nelson County Courthouse located at 84 Courthouse Square, Lovingston.

Public Hearing(s):

1. **Battery Energy Storage System Siting Agreements – Colleen and Piney River**

Consideration of two (2) 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.

2. **Special Use Permit #250278 – Request for Extension of SUP #240239 (Dwelling Units in B-1 Business District)**

Consideration of a Special Use Permit application requesting County approval of an extension of an existing approved SUP for dwelling units in the B-1 Business District, located within an existing structure at 622 Front Street in Lovingston. The existing SUP was approved by the Board of Supervisors on November 14, 2024. The subject property is further identified as Tax Map Parcel #58B-3-2 and is owned by Alexandra and Jesse Lopez Low.

Copies of the above files are available for review in the Dept. of Planning & Zoning office, 80 Front Street, Lovingston, Virginia, Monday through Friday, 8:00 a.m. to 4:00 p.m., or 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

Evening III A

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 R2025-79
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF BATTERY ENERGY STORAGE SYSTEM
SITING AGREEMENTS IN COLLEEN AND PINEY RIVER

WHEREAS, 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, the Nelson County Board of Supervisors conducted a public hearing on November 13, 2025 to receive public input on two siting agreements, one with Piney River VA BESS 1, LLC, and one with Collen VA BESS 1, LLC, for two (2) 4MW battery energy storage systems to be constructed at Central Virginia Electric Cooperative "CVEC" substations in Colleen and Piney River; and

WHEREAS, the site plans were approved administratively as by right accessory uses to a public utility, so no special use permit approval is required; and

WHEREAS, these battery energy storage systems will benefit local CVEC customers by keeping rates down during peak usage periods;

BE IT RESOLVED, that the Nelson County Board of Supervisors hereby approves the siting agreements with Piney River VA BESS 1, LLC and Colleen VA BESS 1, LLC for the two (2) 4MW battery energy storage systems to be constructed at CVEC substations in Colleen and Piney River, and the County Administrator and County Attorney are hereby authorized to execute all documents related to both siting agreements.

Approved: ______________ Attest:____________________________,Clerk
Nelson County Board of Supervisors

CVEC Battery Storage Project

Nelson County BOS Meeting

November 13th, 2025

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

LIGHTSHIFT ENERGY

- 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 & Authorize County Administrator to sign

Questions & Answers

Colleen Site

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

Piney River Site

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

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 0.75 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 25th, 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 Commissioner of Revenue ("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(B)(ii) of the ESSA, Applicant shall remove and decommission the Project in accordance with Section 3.4 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. 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

County of Nelson
84 Courthouse Square,
P.O. Box 336
Lovingston, VA 22949
Attn: Candice W. McGarry

APPLICANT

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

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

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

7. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. The Parties (a) agree that any suit, action or other legal proceeding, as between the parties hereto, arising out of or relating to this agreement shall be brought and tried only in the Circuit Court or General District Court of 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 of the ESSA, Applicant shall obtain and maintain the insurance coverages attached hereto as **Exhibit C**.

13. Default.

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

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

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

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

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

14. Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) comply with its obligations under this Agreement.

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

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

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

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

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

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

[signature page follows]

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

COLLEEN VA BESS 1 LLC

By: ____

Name: ______________________________________

Title: Authorized Signatory

NELSON COUNTY, VIRGINIA

By: ____

Name: ______________________________________

Title: County Administrator

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

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 <u>Exhibit C,</u> 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 <u>Exhibit C</u> may be carried under master insurance policies so long as such policies comply with this <u>Exhibit C</u>. 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: County Administrator

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 1.5 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 25th, 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 Commissioner of Revenue ("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(B)(ii) of the ESSA, Applicant shall remove and decommission the Project in accordance with Section 3.4 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. 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

County of Nelson
84 Courthouse Square,
P.O. Box 336
Lovingston, VA 22949
Attn: Candice W. McGarry

APPLICANT

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

Copy to:
Delorean Power LLC dba Lightshift Energy
1201 Wilson Boulevard, 25~~7~~th 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 of the ESSA, Applicant shall obtain and maintain the insurance coverages attached hereto as **Exhibit C**.

13. Default.

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

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

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

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

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

14. Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) comply with its obligations under this Agreement.

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

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

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

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

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

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

[signature page follows]

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

PINEY RIVER VA BESS 1 LLC

By: ____

Name: ______________________________________

Title: Authorized Signatory

NELSON COUNTY, VIRGINIA

By: ____

Name: ______________________________________

Title: County Administrator

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 have the option to make a Ten Thousand and 00/100 Dollar ($10,000.00) payment to a community organization/agency of choice upon ribbon cutting of the Project.

Exhibit C
Insurance Coverage

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

1) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury, property damage (including loss of use thereof), and sudden and accidental pollution arising out of Applicant's operations of the Project with limits of liability not less than the following (provided that such limits may be reached through any combination of primary and excess and/or umbrella coverages): $1,000,000 each occurrence, and $1,000,000 general aggregate;

2) Property Insurance covering loss or damage to the Project, which shall be written on an "all risks" of direct physical loss or damage basis for the full replacement cost value (except for coverages sub-limited under this policy). Coverage shall include fire and other peril including, but not limited to, vandalism and malicious mischief, theft, and explosion;

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

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

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: County Administrator

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: _______________________

DATE: November 7, 2025

RE: **Agenda Item III. B. – November 13th BOS Meeting: 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 R2025-79** to approve the siting agreements with Piney River VA BESS 1, LLC and Colleen VA BESS 1, LLC. 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.

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 Lovingston.

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: October 14, 2025

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

§ 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.

§ 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.

§ 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.

§ 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.

Evening III B

Nelson County
Planning & Zoning

To: Board of Supervisors

From: Dylan M. Bishop, Director of Planning & Zoning *DMB*

Date: November 13, 2025

Re: SUP #250278 – Request for Extension of SUP #240239 (Dwellings in B-1) – 622 Front Street

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BACKGROUND: This is a request for an extension of an existing approved special use permit for dwellings on property zoned B-1 Business.

Public Hearings Scheduled: PC – October 22; BOS – November 13

Location / Election District: 622 Front Street / East District

Tax Map Number(s) / Total Acreage: 58B-3-2 / < 1 acre +/- total

Applicant/Owner Contact Information: Jesse & Alexandra Lopez Low / 4526 Turkey Sag Road, Shadwell, VA / 434-996-9681, jllopezlow@gmail.com / 831-229-8070, amlopezlow@gmail.com

Comments: The owners completed renovation on an existing structure at 622 Front Street, to be utilized for mixed use: two long term residential rental units, and commercial space on the lower level. The property previously held a Special Use Permit for a dwelling, which expired after more than 2 years of vacancy. The BOS approved SUP #240239 on November 14, 2024, with the condition that the dwelling units are not permitted to be utilized as short term rentals. The owners are requesting an extension of the approved SUP for an additional year, as the units are not yet occupied.

DISCUSSION:

Land Use / Floodplain: This area is primarily mixed use in nature. Zoning in the vicinity is B-1 Business and R-2 Residential. There are no floodplains or streams located on this property.

Access / Traffic / Parking: Per Section 12-7-3, this area is exempt from minimum off-street parking requirements.

Comprehensive Plan: This property is located in Lovingston, which is designated as a *Community Hub* by the Nelson 2042 Future Land Use Map. The core concept is to "prioritize regional scale development, redevelopment, and infill within Lovingston to protect the rural landscape, ensure more efficient and effective provision of community services, bolster economic development, and improve quality of life." Primary land use types include all types of housing, mixed use units, commercial, professional and offices, among others.

Relevant planning guidelines in this area include preserving existing structures while allowing for a mix of uses, fostering development of a variety of housing types, and encouraging infill development and retrofitting of existing buildings.

Recommendation: The Planning Commission recommended approval of SUP #250278, a one-year extension of SUP #240239 for a dwelling units in B-1 Business at 622 Front Street, with the existing condition, to the Board of Supervisors.

All applications for Special Use Permits shall be reviewed using the following criteria:

a. The use shall not tend to change the character and established pattern of development of the area or community in which it proposes to locate;

b. The use shall be in harmony with the uses permitted by right in the zoning district and shall not affect adversely the use of neighboring property;

c. The proposed use shall be adequately served by essential public or private services such as streets, drainage facilities, fire protection and public or private water and sewer facilities; and

d. The proposed use shall not result in the destruction, loss or damage of any feature determined to be of significant ecological, scenic or historic importance.

PERMIT APPLICATION:

Nelson County Department of Planning & Zoning

TO THE ZONING ADMINISTRATOR: SUP #250278

application type *application number*

1. The undersigned hereby petitions the Planning Commission and/or Board of Supervisors for approval of the following (check appropriate box):

- ■ Special Use Permit
- ☐ Rezoning from _______to_______
- ☐ Conditional Rezoning from______ to______
- ☐ Other:________________________________
- ☐ Subdivision
- ☐ Site Plan – Minor
- ☐ Site Plan – Major

Reason(s) for request:

Extention of special use permit - Construction took longer then expected and a new owner will not occupy the property by the expiration fo the permit. Requesting permit for 1 year.

(Please use reverse or attach additional sheet if more space is needed.)

2. Applicant(s) and Property Owner(s):

(Please provide names of applicants and property owners and indicate applicable title; if applicant is not the property owner, please show relationship, i.e. lessee, contract purchaser, etc.)

■ Applicant ■ Property Owner Name: Jesse Lopez Low

Mailing Address: 4526 Turkey Sag Rd. Keswick VA 22947 United States

Telephone #: 4349969681 Email Address: jllopezlow@gmail.com

Relationship (if applicable):

■ Applicant ■ Property Owner Name: Alexandra Lopez Low

Mailing Address: 4526 Turkey Sag Rd. Keswick VA 22947 United States

Telephone #: 4349969681 Email Address: jllopezlow@gmail.com

Relationship (if applicable):

(Please attach additional sheet if more space is needed for applicant(s) / property owner(s) info.)

3. Location and Characteristics of Subject Property:

a. Address of Property (specific location, route numbers, street names, voting district, etc.):
622 Front St. Lovingston VA 22949

b. Official tax map number: 58B-3-2

c. Acreage of property:

d. Present use:

e. Present zoning classification:

f. Zoning classification of surrounding properties:

4. Affidavit: The undersigned applicant(s) and/or property owner(s) certifies that this application and the foregoing answers, statements, and other information herewith submitted are, in all respects, true and correct to the best of their knowledge and belief. Also, the applicant(s) and/or property owner(s) gives permission for members of the Planning Commission, Board of Supervisors, and County Staff to visit and view the subject property.

Signature: ______________________ Printed Name: Jesse Lopez Low

Signature: ______________________ Printed Name: Alexandra Lopez Low

(Please attach additional sheet if more space is needed for applicant(s) / property owner(s) signatures.)

5. Additional information: *(Please attach separate sheet for additional details, explanations, etc.)*

6. Please note: In the event of cancellation or postponement at your request after the initial newspaper advertisement for this application, an additional fee will apply for re-advertisement (determined by the actual cost of the ad). This fee will not apply in cases of Planning Commission or Board of Supervisors deferment.

------------------------------**TO BE COMPLETED BY PLANNING & ZONING STAFF**---

Pursuant to Article _______, Section _____________ of the Nelson County Zoning Ordinance.
Pursuant to Section _______, Subsection ___________ of the Nelson County Subdivision Ordinance.

- **Completed application and fee** ($______________) **received on**_________________________
- **Hearing Notice published on** ____
- **Planning Commission action**: Date of Meeting / Hearing: ____
  Recommendation: ____
- **Board of Supervisors action**: Date of Hearing: ________________ Date of Decision: ___________________________
  Action:____

Nelson County Planning & Zoning Department

(Mailing Address) P.O. Box 558, Lovingston, Virginia 22949 | *(Physical Address)* 80 Front Street, Lovingston, Virginia 22949
(Telephone Number) 434 263-7090 or Toll Free 888 662-9400, selections 4 & 1 | *(Fax Number)* 434 263-7086
http://www.nelsoncounty-va.gov/departments/planning-zoning/

DEPARTMENT OF
PLANNING & ZONING

NELSON COUNTY VIRGINIA 1807

PLANNING COMMISSION
BOARD OF ZONING APPEALS

January 22, 2025

Jesse & Alexandra Lopez Low
4526 Turkey Sag Road
Sent Via E-mail

Dear Applicant:

This letter acknowledges that on October 23, 2024 the Nelson County Planning Commission reviewed your Special Use Permit application #240239 requesting County approval to utilize an existing building for mixed commercial and residential use on property zoned B-1 Business. After the hearing concluded, the PC voted to recommend approval to the Board of Supervisors, with the condition that the dwelling units shall not be utilized as short term rentals.

On November 14, 2024, the Board of Supervisors (BOS) held a public hearing regarding your application and voted to approve the Special Use Permit, with the condition that:

1. The dwelling units shall not be utilized as short term rentals.

Please note that Zoning Ordinance Article 12, Section 3-8-b ("Expiration") establishes a 12-month deadline from the date of SUP approval in which you must establish the authorized use; and if the use is not established in 12 months (November 14, 2025) the SUP will "automatically terminate without notice and become null and void."

Please also note that if you have any questions, concerns, and/or requests for assistance at this time, don't hesitate to let us know.

Thank you very much,

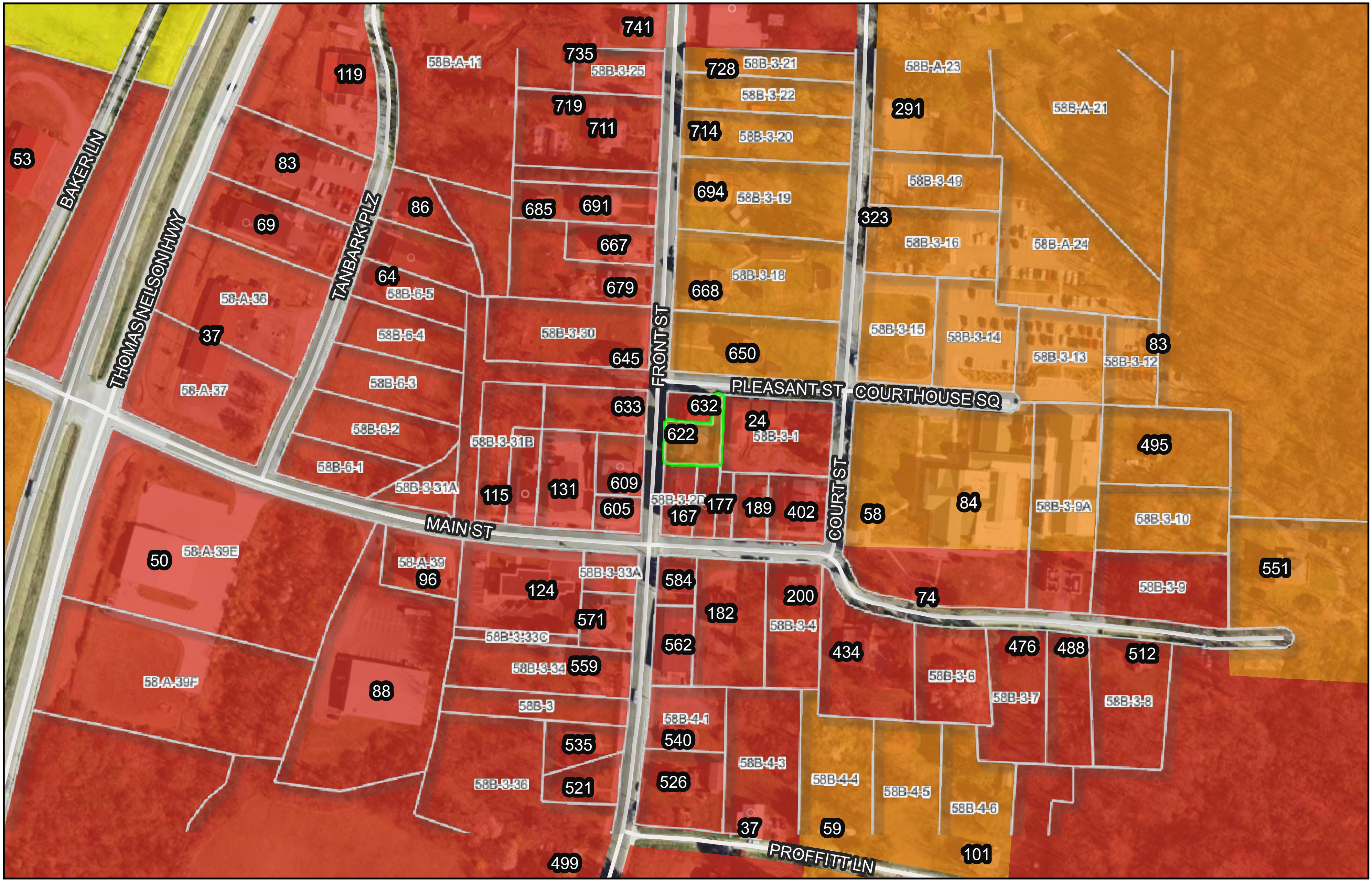
Dylan M Bishop

Dylan M. Bishop, CZA, CFM
Planning & Zoning Director
Nelson County, Virginia

622 Front Street SUP #250278 Extension Request for Dwelling Units in B-1

1" = 198'

N



Nelson County, Virginia

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.

Addresses

Zoning

Agricultural District A-1 (2)

Business District B-1 (0)

Business District B-2 (1)

Conservation District C-1 (3)

Industrial District M-2 (9)

Limited Industrial District M-1 (8)

Residential District R-1 (4)

Residential District R-2 (5)

Service Enterprise District SE-1(7)

Residential Planned Community RPC (6)

Roads