BOARD OF
SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North 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 17, 2026
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 – **R2026-79** Minutes for Approval
B. Resolution – **R2026-80** FY27 Budget Amendment
C. Resolution – **R2026-81** Tax Refunds
D. Resolution – **R2026-82** Participation in Proposed Opioid Settlement
E. Resolution – **R2026-83** Validation of Region 2000 Settlement Agreement

IV. PRESENTATIONS
A. VDOT Report
B. NCSA Report – Wintergreen WWTP
C. 2027 TJPDC Legislative Program – David Blount (**R2026-84**)
D. Nelson County Health Department Update – Ryan McKay, BRHD

V. NEW & UNFINISHED BUSINESS
A. Lovingston Sewer Project Support Agreement (**R2026-85**)
B. Eastern Larkin Property Site Characterization (**R2026-86**)
C. Nelson Senior FFA Funding Request (**R2026-87**)

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

VII. OTHER BUSINESS (AS PRESENTED)

VIII. ADJOURN AND 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. Special Use Permit #260164 – Vacation House (Short Term Rental) in R-1 Residential District
Consideration of a Special Use Permit application requesting County approval of a vacation house (short term rental of a dwelling) use in the R-1 Residential District, located at 1238 Tye Brook Hwy in Piney River. The subject property is further identified as Tax Map Parcel #65-A-56B, which totals 1.0459 acres and is owned by Tye Brook Holdings LLC, represented by Heather Coiner.

B. Special Use Permit #260278 – Vacation House (Short Term Rental) in R-2 Residential District
Consideration of a Special Use Permit application requesting County approval of a vacation house (short term rental of a dwelling) use in the R-2 Residential District, located at 403 Riverside Drive in Schuyler. The subject property is further identified as Tax Map Parcel #62-3-20, which totals 1.15 acres and is owned by John Cruthrids, represented by Walter & Katherine Miranda.

C. Special Use Permit #250263 – Campground in A-1 Agriculture District
WITHDRAWN BY APPLICANT ON 11/5/2026.

IV. OTHER BUSINESS (AS PRESENTED)

V. ADJOURN AND CONTINUE TO DECEMBER 2, 2026 AT 10:00 A.M. FOR A BOARD RETREAT.

BOARD OF
SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
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RESOLUTION R2026-79
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF MINUTES
(May 13, 2025, May 30, 2025, March 18, 2026)

RESOLVED, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **May 13, 2025, May 30, 2025 and March 18, 2026,** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

Approved: November 17, 2026

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

Absent: Thomas D. Harvey, North District Supervisor

I. CALL TO ORDER

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

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

II. PUBLIC COMMENTS

Allen Hale – Shipman, VA

Mr. Allen Hale stated that he was before them to encourage them to adopt the proclamation for Older Americans Month. He also stated that Route 617, Rockfish River Road, has a culvert that has been washed out, and one of the Faber Volunteer Fire Department trucks had fallen into it during recent flooding. He said that a VDOT worker had told him it would be "years before they get around to that," but Mr. Hale wanted to point out that the road actually crosses into two districts. He said that also in the South District, Diggs Mountain Road where it intersects with Arrington Road has a large pothole that seems to be filled up with gravel that has gone very quickly. He added that he felt that the Board and County staff were doing a great job. He commented in his last year on the Board of Supervisors, he voted for a raise for the Supervisors but actually wasn't around to benefit from it.

Ann Vogelmann – Howardsville, VA

Ms. Ann Vogelmann stated that she was here to introduce herself to the Board and the staff. She stated that she responded to the announcement for the volunteer Nelson County representative to the PVCC Board of trustees, and she wanted to introduce herself in that regard.

There were no others wishing to speak and the Public Comments period was closed.

Mr. Reed mentioned that between items IX and X on the agenda, after they've had reports, they would take a brief recess, then reconvene and come back into closed session. He said that after they come back from closed session, there would be an opportunity for other business that's also on the agenda.

III. CONSENT AGENDA

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

A. Resolution – R2025-30 Minutes for Approval

RESOLUTION R2025-30
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF MINUTES
(November 14, 2024)

DRAFT

RESOLVED, by the Nelson County Board of Supervisors that the minutes of said Board meetings conducted on **November 14, 2024** be and hereby are approved and authorized for entry into the official record of the Board of Supervisors meetings.

B. Resolution – R2025-31 FY25 Budget Amendment

RESOLUTION R2025-31
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2024-2025 BUDGET
May 13, 2025

I. Appropriation of Funds (General Fund)

Amount	Revenue Account (-)	Expenditure Account (+)
$ 4,875.00	3-100-001901-0032	4-100-031020-3038
$ 1,355.61	3-100-003303-0107	4-100-031020-1013
$ 241.82	3-100-001901-0033	4-100-031020-3039
$ 698.40	3-100-002404-0006	4-100-022010-5419
$ 1,882.90	3-100-002404-0001	4-100-031020-5419
$ 33,190.65	3-100-009999-0001	4-100-031020-5419
$ 15,000.00	3-100-003303-0055	4-100-032010-5409
$ 2,197.84	3-100-001899-0008	4-100-091030-5202
$ 1,872.00	3-100-002404-0034	4-100-031020-1014
$ 6,230.00	3-100-001899-0020	4-100-091030-5680
$ 100,000.00	3-100-001901-0007	4-100-999000-9905
$ 167,544.22		

II. Transfer of Funds (General Fund Contingency)

Amount	Credit Account (-)	Debit Account (+)
$ 567.82	4-100-999000-9901	4-100-011010-5203
$ 12,000.00	4-100-999000-9905	4-100-091030-5617
$ 12,567.82		

III. Transfer of Funds (Debt Service Fund)

Amount	Credit Account (-)	Debit Account (+)
$ 7,474.75	4-108-095100-9150	4-108-095200-9127
$ 11,086.30	4-108-095100-9150	4-108-095100-9128
$ 18,561.05		

IV. PROCLAMATION - MAY IS OLDER AMERICANS MONTH (P2025-03)

Dr. Ligon read aloud the proclamation recognizing May as Older Americans Month:

PROCLAMATION P2025-03
NELSON COUNTY BOARD OF SUPERVISORS
MAY 2025 IS OLDER AMERICANS MONTH

WHEREAS, May is Older Americans Month, a time for us to recognize and honor the many older adults in Nelson County, and their immeasurable influence on every facet of American society; and

WHEREAS, Nelson County recognizes how, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

WHEREAS, Nelson County recognizes that older Americans improve our community through intergenerational relationships, community service, civic engagement, and many other activities; and

WHEREAS, Nelson County benefits when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, Nelson County recognizes that its largest age demographic is age 55 and older, which represents over 45 percent of its population; and

WHEREAS, Nelson County must ensure that older Americans have the resources and support needed to stay involved in their communities, reflecting our commitment to inclusivity, connectedness; and

NOW, THEREFORE, BE IT RESOLVED, on this 13th day of May, 2025, the Nelson County Board of Supervisors does hereby proclaim May 2025 to be Older Americans Month. We urge every resident to *Flip the Script on Aging*, this year's theme, and transform how we talk about and perceive aging, celebrating older adults' profound impact on our local community, empowered by social connections, health resources, and support for older adults.

V. RESOLUTION – NELSON COUNTY GARDEN CLUB DAY (R2025-32)

Mr. Parr read aloud the resolution recognizing May 15, 2025 as Nelson County Garden Club Day:

RESOUTION R2025-32
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION RECOGNIZING THE 90TH ANNIVERSARY
OF THE NELSON COUNTY GARDEN CLUB

WHEREAS the Nelson County Garden Club, established in 1935, celebrates its 90th Anniversary on May 15, 2025, and

WHEREAS the Nelson County Garden Club has over the past 90 years been a vital part of the very human fiber and fabric of our county enriching the daily lives of Nelsonians, past and present, by its good works, and

WHEREAS the members of the Nelson County Garden Club have unselfishly contributed to the unique history and traditions of our county, and

WHEREAS the citizens of Nelson County have benefited greatly from the organizational spirit, volunteerism and community activities of the Nelson County Garden Club, and

WHEREAS the members of the Nelson County Board of Supervisors wish to commend and congratulate the Nelson County Garden Club for its civic mindedness, which is indeed appreciated by all our citizens,

NOW, THEREFORE, BE IT RESOLVED that the Nelson County Board of Supervisors does hereby officially recognize May 15, 2025 as Nelson County Garden Club Day, and respectfully asks all citizens alike to join in expressing their sincere gratitude and appreciation for the many long hours of outstanding volunteerism and commitment to our community by the members of the Nelson County Garden Club for the past 90 years.

VI. PROCLAMATION – NATIONAL POLICE WEEK (P2025-04)

Mr. Rutherford read the proclamation recognizing May 11–17, 2025 as National Police Week:

PROCLAMATION P2025-04
NELSON COUNTY BOARD OF SUPERVISORS
MAY 11-17, 2025 IS NATIONAL POLICE WEEK

WHEREAS, Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, National Police Week in America was created to honor the service and recognize the sacrifice and contributions made by police officers in communities both large and small; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Nelson County Sheriff's Office, Wintergreen Police Department and Virginia State Police who play an essential role in safeguarding the rights and freedoms of our residents; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency; and

WHEREAS, the men and women of the Nelson County Sheriff's Office, Wintergreen Police Department and Virginia State Police, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to our community and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and securities of all citizens;

DRAFT

NOW, THEREFORE, BE IT RESOLVED, that the Nelson County Board of Supervisors does hereby proclaim May 11, 2025 through May 17, 2025 as National Police Week in honor of law enforcement officers both past and present who, through their courageous deeds, have made the ultimate sacrifice through their loyal service to their community.

Mr. Rutherford moved to approve **Proclamation P2025-03, Resolution R2025-32, and Proclamation P2025-04** as read into the record. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

VII. PRESENTATIONS

A. FY24 Audit Report – Robinson, Farmer, Cox Associates

Mr. David Foley, partner with Robinson Farmer Cox & Associates, stated that the firm performed the audit for the County's financial statements for the fiscal year ending June 30, 2024, and he would present those results. Mr. Foley stated that as part of the audit, they issue two (2) different documents: the audited financial report and the communication letter with those charged with governance.

Mr. Foley said that the audit of the financial statements for the County involves three main components. He stated that the first component is the auditing of the financial statements to ensure they are prepared in accordance with Generally Accepted Accounting Principles. He said the second component concerns Government Auditing Standards, which involves gaining an understanding of and reviewing the internal controls that the County has over its financial reporting. Mr. Foley further stated that these controls are sometimes tested during the audit to confirm they are functioning as intended. He said the third component focuses on federal compliance, explaining that when a locality spends over $750,000 in federal grant funds during the year, a single audit is required. Mr. Foley stated that during this portion of the audit, a compliance checklist provided by OMB is utilized to ensure the County and schools adhere to federal requirements when using grant funds.

Mr. Foley stated that the audit findings are summarized in three reports within the audited financial report. He said the first report, located on page seven, is the independent auditor's report, which includes their opinion on the financial statements. He stated that the County received an unmodified opinion, which he said signifies that the financial statements comply with Generally Accepted Accounting Principles. He said the second report, found in the compliance section on page 173, addresses the County's internal controls over financial reporting. Mr. Foley stated that no significant deficiencies or material weaknesses were identified and that the County has strong internal controls in place. He said the third report on page 175, pertains to compliance with major federal grant programs. He stated that, similarly, no significant deficiencies, material weaknesses, or instances of noncompliance were noted.

Mr. Foley stated that overall, the audit was very clean, with all three reports free from issues. He said he would now discuss the governance letter, which auditing standards require to communicate certain aspects to those charged with governance. He stated that the letter touches on qualitative aspects of accounting practices, including management's responsibility for selecting and applying accounting policies and the role of accounting estimates in financial statements. He said some examples of significant estimates include those for depreciable lives of capital assets and pension and other post-employment benefit liabilities, which are based on independent actuary evaluations.

Mr. Foley stated that there were no difficulties encountered during the audit, no disagreements with management, and no need for adjustments to the County's financial statements. He said that management provided all required representations through a signed representation letter and did not consult any other independent accountants. Mr. Foley concluded by stating that these were the required communications for the governance letter and said he was available to answer any questions.

Mr. Rutherford asked if this was typically done earlier in the year or whether the draft was late this year.

Mr. Foley responded that they usually come in November for their field work, but the County was still preparing for that, so they came down in December. He added that they sent a draft to the County in late January or early February, and the audit was finalized in March. He added that they hoped to start the audit sooner this year and have it completed sooner than this past year.

Dr. Ligon said that her grandfather always joked that an audit was only as good as the numbers you're given, and she asked if there was any way for them to ensure things were going well—specifically things like recommended computer programs and other efficiencies.

DRAFT

Mr. Foley responded that the County uses the Bright system, which is commonly used software throughout the Commonwealth, and he felt that the processes all seemed to be very efficient. He added that the County's bank accounts were always reconciled in a timely manner.

B. VDOT Report

VDOT Residency Administrator Robert Brown said he had a few updates to report for the month, particularly regarding items discussed during the previous meeting. He said there had been many concerns about the condition of unpaved roads, and he was pleased to report that considerable progress had been made. He stated that of the 120 miles of unpaved roads remaining in Nelson County, over half—around 64 miles—had been machined in the past month. He further stated that additional funding had been received, which allowed for the placement of over 10,000 tons of stone on these roads, particularly in areas heavily impacted by last year's flooding near the Shipman area. Mr. Brown said that work was continuing in those areas.

Mr. Brown also said work had been ongoing on Mill Ridge Road, involving ditching and pavement repairs leading up to the brewery. He stated that the work would likely be completed within the next week. He added that the pipe jacking under Route 151 had been completed where they had a pipe failure, and progress was also being made on the slope repair of Route 151 near Avon. He stated that Phase 1 of the slope repair project was nearing completion, and they were preparing to bring in the geotechnical contractor to complete the soil nailing which would stabilize the slope. He noted that a litter pickup initiative was underway on primary and secondary routes in Nelson County, although he did not have specific figures on the amount of trash that had been collected so far.

Mr. Brown said that he would address any concerns or answer any questions from the Board.

Mr. Rutherford asked him about Route 617 as Mr. Hale had mentioned.

Mr. Brown responded that they have a structure designed and procured, but it should arrive in the next few weeks. He said that it would be a prefabricated aluminum structure that they would install as soon as it arrived. He noted that the pipe that failed had been significantly undersized.

Mr. Rutherford also asked about the bridge construction off of 617, on 724.

Mr. Brown replied that it was in process, but he did not know when they were going to start. He added that they would send out message board alerts when it was getting ready to start.

Dr. Ligon stated that she was still getting constituent complaints about Lonesome Pine Road, and if it was still a while before paving, some gravel there would be appreciated.

Dr. Ligon also asked for an update on the culvert in Gladstone.

Mr. Brown responded that they were working on that, and they have made two attempts with a pipe cleaner to go through it and were able to get some water to flow. He commented that they would need to open cut the road as it was clogged up and had some cinderblock in it. He noted that they were getting Miss Utility to mark the utilities, which should happen fairly soon, and they will either get the pipe cleaned out, fix the joint or be prepared to replace the entire pipe.

Dr. Ligon also mentioned Diggs Mountain and Arrington Road, which had been mentioned earlier.

Mr. Reed stated that a constituent had contacted him to indicate there was water coming across the road on Moses Hughes Lane in Beech Grove, due to the heavy rains earlier that day.

Mr. Parr commented that there was no water coming across Lowesville Road by the Dollar General, so their previous repairs seem to have worked.

1. FY26-31 Secondary Six-Year Road Plan (**R2025-33**)

Mr. Parr moved to approve Resolution **R2025-33**, the FY26-31 Secondary Six-Year Road Plan and the FY25-26 construction schedule as presented. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

RESOLUTION R2025-33
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF FY26-FY31 SECONDARY SIX-YEAR ROAD PLAN

AND FY25/26 CONSTRUCTION PRIORITY LIST

WHEREAS, Sections 33.2-331 and 33.2-332 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan, and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2025/26 through 2030/31) as well as the Construction Priority List (2025/26) on April 8, 2025 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List, and

WHEREAS, Staff of the Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2025/26 through 2030/31) and the Construction Priority List (2025/26) for Nelson County,

NOW THEREFORE BE IT RESOLVED, that said Board finds the Plan(s) to be in the best interests of the Secondary Road System in Nelson County and of the citizens residing on the Secondary System, and as such said Secondary Six-Year Plan (2025/26 through 2030/31) and Construction Priority List (2025/26) are hereby approved, as amended if applicable.

2. Approval of the Rural Rustic Design Standard for FY26-31 (**R2025-34**)

Mr. Parr moved to approve **R2025-34**, the Rural Rustic Design Standard FY26-31. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

RESOLUTION R2025-34
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF THE RURAL RUSTIC DESIGN STANDARD FOR UNPAVED ROADS IN THE FY26-31 NELSON COUNTY SECONDARY ROAD SIX YEAR IMPROVEMENT PLAN

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of Nelson County, Virginia desires to consider whether these Routes should be designated as Rural Rustic Roads as follows:

- Route 623, Davis Creek Road, From: Dead End To: Road 625,
- Route 646, Hunting Lodge Road, From: Route 604 To: Route 645,
- Route 674, Jenny's Creek Road, From: Route 56 To: Route: 151,
- Route 640, Wheelers Cove Road, From: 1.50 miles South of Route 620 To: Route 620,
- Route 667, Fork Mountain Road, From: 1.29 miles North of Route 56 To: 2.29 miles North of Route 56
- Route 613, Berry Hill Road, From: 1.10 miles South of Route 788 To: Route 788,
- Route 606, Buffalo Station Road, From: Route 626 To: Route 1.4 miles East of Route 626,
- Route 764, Walk Around Lane, From: Route 628 To: Dead End,
- Route 648, Eagle Mountain Drive, From: Route 703 To: Route 56
- Route 721, Green Field Drive, From: .70 mile North of Route 626 To: 2.8 miles North of Route 626
- Route 629, Gulleysville Road, From: Dead End To: Route 634,
- Route 649, Lonesome Pine Road, From: Route 771 To: Route 694

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on these roads; and

WHEREAS, the Board believes that these roads should be so designated due to their qualifying characteristics; and

WHEREAS, these roads are in the Board's six-year plan for improvements to the secondary system of state highways.

DRAFT

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates these roads as Rural Rustic Roads, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that these roads be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the roads in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

C. Social Services Building Final Design & Authorization to Bid – PMA (R2025-35)

Mr. Jeff Stodghill of PMA Architecture addressed the Board and introduced Akshar Patel as one of the architects for the project. Mr. Stodghill stated that the team wanted to first express their gratitude for the opportunity to work with the County on developing a design for the new social services building.

Mr. Stodghill said that Mr. Patel would soon walk the Board through the design, but he wanted to provide some perspective first. Mr. Stodghill stated that the project had started approximately three years ago. He said that since its inception, a thorough analysis had been conducted, and the result being presented was a well-considered solution that was in the right location and achieved a lower cost than originally envisioned. He stated that they have invested extensive thought and time in the project, which has undergone significant development, beginning with a space needs analysis conducted in collaboration with the Department of Social Services. He stated that the design had accounted for everyone's needs, ensuring that there was a place for everyone in the building.

Mr. Stodghill explained that the process initially started with a site on Callohill Drive, which had been evaluated but ultimately set aside. He stated that alternative options, such as the old electric co-op building, were considered but did not prove suitable. He said that the 37 Tanbark site did not seem like an ideal solution at first, but further evaluation revealed it to be an excellent choice—offering a compact site with less required site work. Mr. Stodghill said that the chosen location not only saved money but also had the right visibility and was the appropriate size for the building. He noted that the County had gone through a very deliberate and thoughtful process, arriving at a compact and effective design.

Mr. Stodghill stated that the design team felt confident about the proposed plan, and this presentation aimed to secure the Board's approval to move forward with bidding the project later in the month. He asked Mr. Patel to speak about the building design.

Mr. Patel presented a rendering of the front elevation of the Nelson County Social Services building as it would be seen from Route 29, emphasizing that this view would greet those driving by. He stated that the building would sit prominently at the corner of Main Street and Route 29. He explained that the design aimed to give the structure a significant presence along the high-speed Highway 29 while ensuring it felt contextual to Nelson County.



Mr. Patel stated that the main canopy was designed to welcome clients into the Social Services building, aiming to make them feel at home and at ease while accessing the services they needed. Mr. Patel then said that the back view of the building as seen from Tanbark Plaza was also carefully planned, and the team ensured that all four visible elevations of the building were thoughtfully designed to maintain a sense of

presence. He acknowledged a request from Mr. Parr about sharing the presentation with the media and assured that it would be possible.

Mr. Patel moved on to the final site plan, which he said was developed alongside civil engineers. He stated that the plan included a pedestrian sidewalk along Main Street to mirror the other side near the Dollar General. He added that there were two entrances and exits to reduce congestion and sufficient parking spaces, buffered by landscaping to integrate the building nicely with its surroundings.

Mr. Patel said the internal plan was finalized in collaboration with the design committee and various County departments. He explained that the central lobby would house public spaces, with family services workers and benefits workers positioned on either side. He added that the back area would feature office spaces for advisors and directors, and highlighted a conference and training room located in the bottom-right section of the plan.



Mr. Patel discussed the building's materials, stating that it would feature a seamed metal roof with brick along the back and parts of the front. He said the team had selected painted white brick in consultation with the committee, which would dominate the back elevation for a clean, modern aesthetic. He pointed out that red brick would be used for the column piers and the building's base to help it sit harmoniously within the landscape. Mr. Patel said that durable materials such as Hardie board and bronze metal panels would be included to ensure longevity and compliment the window systems.

Mr. Patel described the lobby space as welcoming and inviting, stating that the design aimed to make clients feel at ease. He added that the lobby would include a children's play seating area in a nook near the main entrance, as well as functional elements like sign-in iPads for clients. He highlighted the interview rooms on either side of the lobby, explaining their purpose for client-staff meetings. He then introduced the materials board, stating that it displayed samples for various areas, including the lobby, foster care supervision rooms, and break room. He concluded by describing the foster care supervision room, where supervised family visits would take place, and invited questions about the specifications.

Mr. Rutherford asked if they are doing LVP or if what's shown are just carpet renditions, and he asked why they wouldn't just use LVP all around.

Mr. Patel explained that in working with the design committee, they wanted to create a space specifically for this room. He stated that kids would be playing on the floor here, and he wanted to create a softer surface for them to be playing with toys, coloring, and other floor activities, while staff is meeting with the family.

Mr. Rutherford said he was not necessarily criticizing whether it was a rug or a carpet, but as someone who runs long-term rentals, carpet—especially when children are on it—can be one of the first major casualties of any room. He confirmed with Mr. Patel that the carpet would be recessed and flush up to the LVP, and he asked why they wouldn't just use LVP entirely and then put a nice border around it and use a rug instead. Mr. Rutherford noted that this would also allow for replicability.

Mr. Stodghill responded that these would be carpet tile, so they're going to be replaceable. Mr. Patel stated that they have also worked to select carpets that are commercial grade and solution dyed, that can be scrubbed, shampooed, vacuumed, cleaned thoroughly, and not lose their color or lose their look over time.

Mr. Patel stated that in going through some of the individual offices and spaces in the building and the furniture systems, they worked with the design committee to select for their needs and their functions. He showed renderings the two interview rooms in the center of the building, where Social Services staff will be meeting with clients and doing paperwork, et cetera.

Mr. Patel stated that the committee had collaborated extensively to finalize the plans for the training/conference room, and break room. He said that the administrative offices and the furniture systems selected for those spaces were tailored to meet the DSS operational needs. He also stated that the design included typical office setups to support benefits and family services workers effectively.

Mr. Patel said that the next steps involved seeking authorization to proceed with bidding, pending approval today, then they planned to advertise for bids starting May 16. He explained that a pre-bid conference was scheduled for May 28, 2025. He stated that the receival of bids was planned for June 26th, followed by the opening of the bids on June 27th. He noted that they would allow a six-week bidding period to ensure contractors had ample time to review the project, with an 18-month timeline for construction.

Mr. Stodghill reported that the proposed plans were within the adopted budget, and they are ready to move forward with bidding.

Dr. Ligon asked where they were with the stormwater situation, as she didn't recall hearing back.

Mr. Stodghill responded that the last time they reported, they were still waiting on comments from DEQ—but they had now received the comments and provided a response. He said they were down now to administrative issues and expect that there will not be any substantive comments coming back. He stated that with the amount of time they have to advertise and go to bid, they would anticipate that all of that would get resolved in the next six weeks. He added that the building plans have been reviewed, and they are ready for the selected contractor to apply for a building permit.

Dr. Ligon asked Mr. Stodghill if he felt good, that they would not have to do any water mitigation. Mr. Stodghill confirmed that they would not.

Mr. Reed thanked him for an excellent presentation.

Mr. Stodghill thanked the Board for the opportunity to speak and for the project.

Mr. Parr moved to approve **Resolution R2025-35** as presented. Dr. Ligon seconded the motion.

Mr. Parr commended the PMA architectural firm, staff, and the committee—recognizing the significant amount of time and thought involved in the project details, in addition to coming in under budget. He added that he felt everyone would be pleased with the project outcome.

Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

RESOLUTION R2025-35
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF THE SOCIAL SERVICES BUILDING DESIGN
AND AUTHORIZATION TO BID PROJECT

BE IT RESOLVED, that the Nelson County Board of Supervisors approves the Department of Social Services Office Building Design as presented by PMA Architecture; and

BE IT FURTHER RESOLVED, that the Board authorizes the County Administrator and PMA Architecture to advertise and receive bids for the Department of Social Services Office Building Project.

D. High School Renovation and Social Services Building Project Plan of Finance - Davenport

Mr. Ben Wilson of Davenport and Company stated that he would provide a brief update on the high school financing as well as the DSS building financing. He said they had just heard a lot about the actual DSS project, and now they would talk about how the County is paying for that in a big-picture overview. He noted that he had come before them several times over the last few years to talk through the overall plan of finance.

Mr. Wilson stated that the two main projects they would discuss are the renovation of Nelson County High School, which was being financed through the Virginia Public School Authority (VPSA) spring pool, which

actually closed today, and then the Department of Social Services project to be financed through the Virginia Resources Authority (VRA) summer pool, which is just getting started now. Mr. Wilson reminded them that last year, the Board approved interim financing to get these projects going—the design and the initial construction costs—in the form of bond anticipation notes with First National Bank. He noted that the bonds would be paid off by the VPSA spring pool and the VRA summer pool.

Mr. Wilson reported that the process started back in February, when the County submitted an application and went through the due diligence process with VPSA. He said VPSA actually priced their bonds and went out to the public markets and figured out what investors would want to purchase the bonds. He stated that on April 22, they locked in an interest rate of 4.43%, which was lower than the interest rate of 5% that they had been assuming. He said they had also been assuming a longer loan term, and they shortened it to about 25 years, which saved about $8.6 million over the life of the loan in comparison to what Davenport had calculated in their initial analysis.

Mr. Wilson reiterated that the VPSA pool had closed today, so the funding for that project was in the County's hands at this point. He said the first payment to be made on this loan would come in January of next year, so that would be part of the FY26 budget.

Mr. Wilson stated that they had heard about that bidding timeline for the second part of which was the DSS project. He said they had aligned this financing with that bidding timeline to the maximum extent possible. He mentioned that the VRA did three pools a year—a spring, a summer, and a fall. He said the summer pool is ongoing, and they had submitted an application about two weeks earlier. He stated that for the summer pool, VRA holds due diligence calls in which they sit down and ask questions about finances and the projects; that call was held yesterday and went very well. Mr. Wilson noted that there's no action for the Board to take today, but Davenport would be coming back on June 10 with the authorizing resolution.

Mr. Wilson explained that this would establish a maximum principal amount that can be issued. He said that would be the maximum amount, but they're not going to issue more than is necessary based on when those bids come back in late June. He said the VRA had given the County the flexibility that, once they receive those bids and had an idea of what the actual project cost was going to be, they could make adjustments to the amount being borrowed at that point. He noted that the VRA would actually go out and sell the bonds on July 22, and the County and Davenport would need to give them an initial number in early July.

Mr. Wilson added that this will work well as long as the bidding schedule stays in line with where it is now. He reiterated that Davenport would be coming back to the Board on June 10, and the next closing would be VPSA's in the beginning of August, which is when they'll receive the funds for the VRA pool. He said that would fully fund the DSS project and pay off the ban, and today they're in the process of paying off the ban that was issued for the school project. He noted that this would go away, and the only thing outstanding after today would be the VPSA pool. He said for the DSS project, that ban would stay outstanding until the beginning of August when they received those funds and the payment was made.

VIII. NEW & UNFINISHED BUSINESS

A. Move Safely Blue Ridge – Draft Comprehensive Safety Action Plan Update

Mr. Gorjan Gjorgjievski, a regional planner for the Thomas Jefferson Planning District Commission (TJPDC), addressed the Board and stated that he would present the draft comprehensive safety plan update for Move Safely Blue Ridge initiative. He said he had been before them on April 8 to discuss the draft comprehensive safety action plan. He noted that the Board had provided some feedback, so he was back today to discuss those details.

Mr. Gjorgjievski said that on April 8, they had reviewed the agenda, beginning with the presentation. He stated that they discussed the region's plan to reduce roadway fatalities and serious injuries, as well as Nelson County's leadership commitment to achieving a 50% reduction in such incidents by 2045.

Mr. Gjorgjievski said they had talked about the planning process, describing it as the foundation of the final document. He stated that emphasis areas were discussed, which provide the project team with insights into the needs and potential solutions for Nelson County. He also said they had reviewed the high-injury network, which serves as a map identifying the highest concentration of severe crashes within the County.

Mr. Gjorgjievski said they addressed public engagement rounds and highlighted key events attended to gather public feedback. He stated that they had discussed spot improvements, noting that this was the slide that received the most feedback from the Board. He said that since then, they had met with VDOT and County staff

to go over the details and to review the solutions, which County staff had an opportunity to discuss with the Board.

Mr. Gjorgjievski stated that they talked about systemic improvements and how proven potential solutions could be applied across the entire network in the County. He said they had also covered non-engineering solutions, which are policies and programs that could be implemented through potential partners identified in the Comprehensive Safety Action Plan. He added that with the adoption of this plan, Nelson County would become an eligible applicant for implementation funding in future rounds of the Safe Streets and Roads for All (SS4A) program, as well as SmartScale, the Highway Safety Improvement Program, and Revenue Sharing.

He concluded his review of the April 8th presentation and offered to answer questions.

Mr. Rutherford stated that Mr. Parr and Dr. Ligon had met with Dylan Bishop, and the Board had addressed some of the concerns at that time, so he felt more amicable to the plan. He noted that SmartScale deadlines were not until next year, so they could have ongoing discussions about those intersections if there were more intensive ideas to consider.

Mr. Gjorgjievski said that these potential solutions would not all just be implemented, as there would need to be further VDOT evaluation and analysis first. He stated that there was no action for the Board at this time, and he was hoping to have this item on the June 10 Consent Agenda, should the Board agree. He explained that VDOT would provide their analysis once the County decided to move forward with the solutions.

Ms. McGarry noted that this is just a menu of measures the County could seek funding for, and typically if they did not have the measure within certain plans, they were not eligible to go forward with funding. She said they could do some of these, none of them, or all of them depending on funding, so this just provides options.

B. Authorization for Public Hearing on Flood Plain Ordinance Updates (**R2025-36**)

Ms. Bishop reported that FEMA is the federal agency that administers the National Flood Insurance Program (NFIP) and creates the maps for regulatory purposes. She said that state agencies such as the Department of Conservation and Recreation (DCR) are responsible for guiding and providing technical assistance with floodplain administration to the locality. She said that finally, the locality is ultimately responsible for administering floodplain ordinance in compliance with FEMA, and their current effective flood maps were dated June 10, 2010. She noted that they did receive new flood insurance rate maps from FEMA, which have been finalized for Nelson County, and they are due to be effective on August 5, 2025.

Ms. Bishop reported that this involved years of data compilation, studies, and community meetings facilitated by FEMA. She said that to remain active in the NFIP, the locality is required to amend and update its floodplain ordinance and submit the adopted ordinance back to DCR for review at least 30 days prior to the effective date. She stated that Nelson's current floodplain ordinance was amended in 2017, and it was sent to DCR for a compliance review. She noted that only minor changes were required, including replacement of definitions for "post-firm" and "pre-firm," which are the effective dates of the maps, and new construction and updating references to that effective date.

Ms. Bishop said that staff is requesting that the board authorize a joint public hearing with the Planning Commission to be held on June 25, 2025, which would be after their joint work session for the ordinance update. She said that upon adoption, the ordinance is sent back to DCR and FEMA for final review and acceptance. She stated that the work session on the full ordinance update starts at 5:00 p.m., followed by the regular Planning Commission meeting and joint public hearing at 7:00 p.m.

Mr. Parr moved to approve **Resolution R2025-36** and Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the following resolution was adopted:

RESOLUTION R2025-36
NELSON COUNTY BOARD OF SUPERVISORS
AUTHORIZATION FOR PUBLIC HEARING
AMENDMENT OF THE CODE OF NELSON COUNTY, VIRGINIA
APPENDIX A- ZONING, ARTICLE 10 GENERAL FLOODPLAIN DISTRICT FP

BE IT RESOLVED, that pursuant to §15.2-1427 and §15.2-2204 of the Code of Virginia 1950 as amended, the County Administrator is hereby authorized to advertise a **joint public hearing** between the Board of Supervisors and Planning Commission to be held on **June 25, 2025 at 7:00 P.M.** 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 Appendix A - Zoning, Article 10 General Floodplain District FP. Proposed amendments would keep the County's floodplain management ordinance and enforcement procedures in compliance with NFIP requirements (44CFR 59.22) by replacing the definitions for "Post FIRM," "Pre FIRM," and "New Construction," and updating references to the upcoming effective date in Sections 10-7, 10-8 and 10-9. This proposed ordinance would also adopt the new floodplain maps effective August 5, 2025.

IX. REPORTS, APPOINTMENTS, DIRECTIVES AND CORRESPONDENCE

A. Reports

1. County Administrator's Report

A. DSS Building Project: See agenda item VII. C

B. High School Renovation Project Financing: See agenda item VII. D

Ms. McGarry congratulated the Board on moving forward with their two very important projects: the Social Services Building and Nelson County High School renovation.

She also made the following report:

C. FY26 Budget: See agenda item Evening Session III. A

D. Larkin Phase 1 Well Evaluation & Dillard Creek Flow Evaluation:

1. **Well Evaluation Task Order 4**: Resistivity testing is pending a 2–3 week lead time from scheduling the use of the equipment, with the field work estimated to take 3–4 days. This is tentatively scheduled for the week of May 26th pending confirmation of the equipment availability. Staff is working with the School Division on accessing our property for this through the already logged portion of the adjacent school property.

2. **Dillard Creek Flow Evaluation Task Order 5**:

a. *Identification of USGS gauges in the project area*: The research identified three (3) USGS gages in the general area of the Larkin property. They evaluated the gages to determine which one was the most appropriate for use in the estimation of flows for Dillard Creek since the creek does not have its own flow gage. A gage on the Tye River was identified as the most appropriate gage to use.

b. *Flow data review and calculations*: The data from the Tye River gage was downloaded and is being reviewed and evaluated from multiple perspectives including overall average, monthly averages, and low flow periods. This data from this reference gage was extrapolated to provide data for the location of a water intake on Dillard Creek and using the drainage area comparison approach frequently used by Virginia regulatory agencies.

c. *Endangered and threatened species review*: The Virginia Department of Wildlife Resource's (DWR) Virginia Fish and Wildlife Information Service (VaFWIS) and the U.S. Fish and Wildlife Service (USFWS)'s Information for Planning and Consultation (IPaC) databases were reviewed to determine if there is the potential for any endangered and threatened (E&T) species impacts that could impact the permitting and/or complicate the location of the intake in the selected waterbody or the volume and rate of withdrawals. This methodology and results will be summarized in a memo along with the other items included in their scope, including the potential permit requirements and assumptions/limitations and estimated engineering and permitting costs associated with a creek withdrawal system.

E. Piney River Phase II Pump Station: Ms. McGarry reported that the pump station is now functioning with both motors installed; however, one of the VFDs on one of the pumps is not working correctly; with the VFD fix pending. She said if they have an emergency, this pump will run, bypassing the VFD. She said an onsite meeting is being lined up for this week with CHA; Jeff Brantley; Commonwealth Engineering, the supplier of the replacement pump station; Smith and Lovelace, the replacement pump station manufacturer; and NCSA staff, to review the site and the new pump station specifications.

F. NCSA Meeting: Ms. McGarry reported that the NCSA meeting involved County and NCSA staff discussing the Piney River Phase II system, including details about the Phase II pump station replacement plans and the transition toward the Service Authority's ownership of the system. She stated that this included preliminary discussions of potential future rate adjustments, which County staff is preparing to present to the Board during the June regular Board meeting. Ms. McGarry said that NCSA is holding a public hearing on

May 15 at 8:30 am to consider a proposed 15% base sewer service rate increase for all their systems, which would raise the monthly charge from $69.70 to $80.15, effective July 1, 2025. She further stated that as NCSA periodically adjusts rates, equalizing the County's rates with those of NCSA will remain a moving target. Ms. McGarry said that there are other service differences to work through, which could financially impact the current customer base, and she emphasized the importance of engaging the public throughout this process. She reported discussing the establishment of a working group, including County and NCSA staff along with two Board members from each group, to develop an actionable plan for transitioning system ownership. Ms. McGarry said a letter from the former County Administrator to NCSA dated September 17, 2019, and NCSA's response dated November 7, 2019, provide a foundation for the current discussions. She requested Board feedback on the workgroup concept. Mr. Parr and Dr. Ligon agreed to participate in the workgroup.

Additionally, Ms. McGarry reported from the Service Authority that the CCTV is scheduled to begin in Lovingston. She explained that this was related to the sewer project. She indicated that Parker Design Group would be notifying affected residents in person or with a door tag.

G. Wild Rose Solar Project Update: Ms. McGarry said that Savion is expecting to enter into the Interconnection Agreement with PJM this fall. She stated that PJM, the regional transmission organization serving 14 states and D.C. including Virginia, will be submitting their Certificate of Public Convenience and Necessity (CPCN) with the SCC for the utility line road crossings in the next couple of months. She indicated that a notice of intent to file the CPCN was required 90 days before formal submittal. Ms. McGarry reported that Savion will be hosting another open house in August or September after the 90-day notice of intent period. She said that Savion will also be submitting their notice of intent to seek a Permit by Rule (PBR) from DEQ, which requires that they hold a public meeting in the County and allow a 30-day public review and comment period after submission and before authorization. Ms. McGarry stated that Savion will be checking "yes" for the project's location on a "brownfield" and determining if the site qualifies based on the site's history of iron and/or hematite mining in the late 1800s at the north end of Route 60. She said that Ms. Jeannine Johnson of Savion also reported that the total disturbed area is increasing to 650 acres, including the roads and substation, with no change to the area under panels at about 550 acres. Ms. McGarry stated that staff would update the Board and public as public comment periods are established. She mentioned relevant code and DEQ links related to the certificates and the PBR.

H. Region 2000 Services Authority: Ms. McGarry said that a public hearing on proposed tipping fee rates of $35.44/ton–Member Rate Disposal and $45.44/ton–Market Rate Disposal will be held at the regular June 25, 2025 Authority meeting. She stated that these rates have been $30.25/ton and $40.25/ton, respectively, since FY18. She said that the FY26 budget proposal is based upon the proposed rates and Member Rate tonnage of 71,265 tons and Market Rate tonnage of 125,038 tons, for a total of 196,303 tons and a total proposed budget of $8,207,358. Ms. McGarry reported that Nelson's FY26 projected tonnage is 10,243 tons, which translates to a cost of $363,012 based on $35.44/ton, aligning with the budgeted amount of $363,000. She stated that the Authority's proposed budget includes funding for the first year of an employee retention/compensation study ($467,995) aimed at retaining employees through expected closure in January 2029 and a few employees remaining for several months beyond. Ms. McGarry said that this option is approximately four times less expensive than privatizing operations if not enough employees remain in place to operate through closure. She said that the Authority will have a continued meeting on May 28 to review the employee retention/compensation study for a decision as to what level it will be included in ensuing budgets. She stated that the budget also accounts for the Authority's vote to transfer all monies held in reserve related to excess revenue and the financial policy to closure/post-closure reserves, which amounts to approximately $4.8 million in excess revenue funds in reserve and $4.2 million of financial policy reserve, respectively.

I. Regional Jail Renovation & Expansion Project: Ms. McGarry reported that six construction contractors were pre-qualified to bid on the project, with bids due May 30. She said that ACRJ staff and Davenport Financial Advisors would be reporting to each of the member jurisdictions and at Nelson on June 10. She said the plan of finance would be reviewed, and the Board would be asked to take approval action on the ACRJ financing of VRA Bonds, a grant anticipation note, and respective financial support agreements. She said that construction is expected to begin on September 15, 2025. She noted that in March, the County's jail utilization was 1,310 bed days, with an average daily population of 43. She referenced a website link to the renovation project.

Rockfish Re-Use Shed Issues: Ms. McGarry said that a week and a half ago, she had advised the Board that there are people cussing and fighting over the shed contents, people hanging out in the shed for hours or hanging around the site to take items from people before they even get it into the shed, and people leaving bags of things that contain dirty diapers, needles, and other unsavory items, which is incredibly unsafe for the public and staff. She said that the Rockfish site is very busy, and the attendants may not have time to tend to the shed and its issues. As first steps, she said, the County issued a warning letter to a known person that required them to stop their poor behavior or be banned from the reuse sheds and receive a no-trespass notice. She said they also stationed a reuse shed attendant at the site to specifically and only monitor activity and inform patrons on the rules while interacting with them. She said this person's first shift was last Friday–Sunday; no issues were reported for Friday, but Ms. McGarry had since gotten a report that there were six persons over the weekend

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who cursed and shouted at the attendant who was advising them they could only visit the site once per day. She said the attendant had been documenting these incidents and taking down license plate numbers.

J. Wintergreen Fire Marshal Follow-up: Scheduling a meeting in the next couple of months with Mr. Hux and 2 designated Board members, before bringing this back to the Board for reconsideration is pending.

K. Meals and Lodging Tax Collection & Lodging Entity Tracking: She stated that the number of lodging units was 824, down from 826 in the previous report. She said they have included a map with the plotting of the registered STRs in the County and developed an interactive map; this shows 821 STRs with 489 Wintergreen Rental Units and 332 in other parts of the County as of March/April.

Mr. Parr commented that they needed to have a short leash on the Rockfish Reuse Shed and also alert law enforcement to the situation so they can patrol the area as possible. Mr. Parr stated that this is inexcusable and childish, he noted as they have done in the past, the reuse shed can be shut down. He commented that he hates that for the people who could really use it, but the people who are causing these problems are not using it for personal use, they are reselling those items.

Ms. McGarry stated that people were using the reuse items as a livelihood and an income source, which is why there are so many altercations.

Mr. Parr said that this wasn't provided to be an income source; it was there for everyone to use the items. He said that he would like a month-to-month report, and he would like an update next month so they can nip it in the bud sooner rather than later.

The Board thanked Ms. McGarry for her report.

2. Board Reports

Dr. Ligon:

Dr. Ligon stated that the Planning Commission had been mostly uneventful, with the longest part being her presentation on Board happenings. She said they also discussed at that meeting that the Board of Supervisor's representative is not a voting member.

Mr. Parr:

Mr. Parr reported that the Emergency Services meeting for April was canceled. He said that Social Services has had many closed session meetings regarding legal matters over the last six weeks, which is the most in his tenure there, and DSS now has its own attorney. Mr. Parr said he wants a closed session Board of Supervisors meeting so he can brief the Board on what is going on.

Mr. Rutherford:

Mr. Rutherford said he had attended a TJPDC meeting, and the Board should be getting an update on housing stock and starts from TJPDC. He talked with Lovingston businesses about bringing in more business compatible with "hometown feel "including providing housing directly over businesses. He noted that they needed to continue to encourage the Service Authority to see what the block grants might be available to help make improvements to the water and sewer infrastructure. He reported that July 4th fireworks are on the 4th at the high school, and the parade is at 9:00 am on 5th in Lovingston.

Mr. Reed:

Mr. Reed reported that the TJPDC will get CBDG Block Grants, funded through HUD, with Nelson County receiving $85,000 in 2025-2026 and $170,000 in 2027, as it is Nelson County's turn for rotation bump. He said the money is for building/ buying/rehabbing of affordable housing. Mr. Reed said he attended the short-term rental meeting. He reported that Friends of Nelson sponsored an energy forum at the Nelson Center, which was well attended. He commented that a presentation from Gary Wood of Central Virginia Electric Cooperative was well received and informative. He said the Rockfish Valley Foundation did its "in lit" program kick off, and they have they have set up 20 modules with on different topics on the hiking trails; this project involves a large collaboration with a number of agencies. He reported that Recovery Court had its 3rd graduation in April. He said at the last School Board meeting, they reviewed the Title I, II, III, and IV federally funded grant applications and discussed what would happen if those grants were not received. He noted that Friday May 16, 2025 is Nelson's High School graduation. He reported that VACO had held its Regions 3 and 5 meeting in Richmond the day before, where they presented their legislative summary,

and David Blount and Christine Jacobs were both there, with Ms. Jacobs making an excellent presentation. He noted that VACO was documenting in real time the federal impacts on localities and grants.

B. Appointments

PVCC Board

Mr. Rutherford stated that Ann Vogelmann had applied to the PVCC Board of Trustees position.

Mr. Reed said that he had met with her and felt she would be an excellent candidate.

Mr. Rutherford moved to approve Ann Vogelmann's appointment on the PVCC Board of Trustees as the Nelson representative. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

JAUNT

The Board agreed to discuss Mr. Hicks candidacy for the JAUNT Board at their June meeting.

JABA Board of Directors

Mr. Rutherford moved to approve Dana Quillen's reappointment to the Jefferson Area Board on Aging (JABA) Board. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

Mr. Reed noted that they had vacancies on the Economic Development Authority and Board of Zoning Appeals.

Region Ten Community Services Board

Ms. Spivey said that Patricia Heggie was interested in continuing her service on the Region Ten Board.

Mr. Rutherford moved to approve Patricia Heggie's reappointment to the Region Ten Board. Dr. Ligon seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

Library Advisory Committee – South District

Ms. Spivey indicated that she was reaching out to see if Jean Holliday was interested in being reappointed.

Agricultural and Forestal District Advisory Committee

Mr. Reed noted that there was also a vacancy on the Agricultural-Forestal District Advisory Committee. Ms. Spivey confirmed that they would need to be a landowner member.

C. Correspondence

Mr. Rutherford noted he had correspondence relating to the water in Schuyler. He said apparently there had been a letter dated May 1st that was sent out. He noted he was waiting to hear from Jennifer Fitzgerald on what that letter from the Service Authority said.

D. Directives

There were none presented.

X. CLOSED SESSION PURSUANT TO 2.2-3711(A)(1) – PERSONNEL

Mr. Reed indicated that they would take a brief recess before the Board entered into closed session.

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Mr. Rutherford moved that the Nelson County Board of Supervisors convene in closed session to discuss the following as permitted by the Virginia Code Section 2.2-3711 (A)(1) – "Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body," – Personnel. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote.

Supervisors conducted the closed session and upon conclusion, Mr. Rutherford moved to reconvene in public session. Mr. Parr 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.

XI. OTHER BUSINESS (AS PRESENTED)

There was no other business presented.

XII. ADJOURN AND CONTINUE - EVENING SESSION AT 7PM

At 4:26 p.m., Mr. Rutherford moved to adjourn and reconvene at 7:00 p.m. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the meeting adjourned.

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

I. CALL TO ORDER

Mr. Reed called the meeting to order at 7:00 p.m., with four (4) Supervisors present to establish a quorum.

II. PUBLIC COMMENTS

Mr. Reed stated that there were no persons signed up to speak under Public Comments, and he closed the public comment portion of the agenda.

III. PUBLIC HEARINGS

A. Proposed FY25-26 County Budget, All Funds

Grace Mawyer, Director of Finance and Human Resources, stated that this was the budget overview for Fiscal Year 2025-2026, which covers July 1st, 2025, through June 30th, 2026. She said the presented FY26 budget was based upon budgetary information available at the time of the public hearing advertisement and noted that state and federal budgetary decisions could affect the final General Fund budget and the School Division operating budget presented for the Board's approval.

Ms. Mawyer stated that the School Division budget presented was based on the original General Assembly recommended budget proposal. She said that all tax rates shown, except for the Transient Occupancy Tax, were levied per $100 of assessed value, with Real Estate and Manufactured Housing (Mobile Home) tax rates set at $0.65 per $100 assessed value, a rate unchanged since 2022. She said the per-penny tax rate equivalent was based on FY26 projected real estate tax revenue of $21,211,138 divided by $0.65, equaling $326,325.

Ms. Mawyer stated that the Tangible Personal Property tax rate was $2.79 per $100 of assessed value, also unchanged since 2022, yielding anticipated revenue of $6,201,403 for FY26—a 3.1% increase above the FY25 amended budget due to anticipated slight declines in 2025 values offset by increases in 2026 values attributed to federal tariffs.

Ms. Mawyer stated that the Machinery and Tools tax rate was $1.25 per $100 of assessed value, unchanged since 2022, with revenue yield estimated at $75,000, the same as FY25. She stated that the Transient Occupancy Tax rate stood at 7%, also unchanged since FY25, and was expected to yield just over $2.5

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million for FY26, marking a 5% anticipated decrease compared to FY25 due to a possible decline in the number of short-term rentals or overall bookings.

Ms. Mawyer reported that the County's fund accounting system tracked budgetary and financial activity, and the Board was considering proposed budgets for each of the funds listed. She said the General Fund often supported other funds, such as the school fund and debt service fund, and noted that a brief overview of the two largest funds—the General Fund and the School Fund—would follow later in the presentation.

Ms. Mawyer stated that the Capital Fund was reserved for capital projects, with funding for construction expenses of one such project included in the FY26 capital fund budget—the Department of Social Services building project funded at just over $7.1 million for the remaining project costs, which were primarily construction. She reported that the remaining funds were generally project-oriented or related to enterprise operations, such as Piney River Water and Sewer and Broadband operations.

Ms. Mawyer reported that compared to the current year budget as amended through February 2025, the proposed general fund budget reflected an increase of $212,195 or 0.42%, with budgeted revenues and expenditures balanced at $51,088,536. She said total proposed revenues equaled $51,088,536, composed of 79.9% local revenue, 9.9% state revenue, 2.6% federal revenue, and a 7.6% year-ending balance from FY25. She stated that local revenue, consisting of general property taxes and other local taxes, totaled $40,832,717. Ms. Mawyer stated that state revenues accounted for 9.9% or $5,073,398, and federal revenues accounted for 2.6% or $1,310,121. She noted that the Year Ending Balance of $3,872,300 in FY25 makes up 7.6% of total revenues for FY26 and includes FY25 carryover funds of $3,272,300 consisting of about $2.1 million in Capital Outlay, $330,964 in Non-Recurring Contingency, $699,406 in miscellaneous carry forward and non-recurring costs, and $106,482 in bonus costs for full-time and regular part-time employees. She indicated that the remaining $600,000 is planned for the purchase of four (4) school buses.

Ms. Mawyer reported that FY26 local revenue comprises 79.9% of the total General Fund budget of $51,088,536 at just over $40.8 million, representing an increase of 2.18% over FY25 local revenue, and a total increase of just over $872,000 in additional FY26 revenue. She stated that general property taxes of $28,934,312 account for 70.9% of all local revenue. She highlighted that within these revenues, real estate tax, public service tax, personal property tax, and mobile home tax are each anticipated to increase in FY26. She stated that this results in $559,566 overall more revenue in FY26. She noted that real estate tax is anticipated to increase by about $321,000 in FY26 due to natural growth.

Ms. Mawyer stated that public service tax is anticipated to increase by about $50,800 over the FY25 monthly budget but would remain the same as the FY25 projected budget. She said that personal property taxes are projected to increase by $187,635 due to an overall increase in vehicle values, while the machinery and tools tax is estimated to remain the same. She said that other local revenues are expected to rise or at least maintain funding levels. She said that utility taxes are expected to increase by about $19,000, and recordation taxes are projected to increase by $15,000. She stated that meals taxes are expected to increase by about $3,700 or 0.2%, while lodging tax is anticipated to generate an increased 14.1% in revenue in FY26. She noted that there was a projected $319,000 overall increase due in part to higher than budgeted FY25 projections.

Ms. Mawyer said that permit fees, court fees, and forfeitures are expected to increase by a total of $157,208, and overall miscellaneous revenues are projected to increase by $164,744. She noted that these increases help to offset a decrease of about $120,600 in expenditure refunds, as well as $245,860 in anticipated decreases to interest on investments. She reported that the decrease in interest on investments is 18.3% lower than the FY25 amended budget but only 1.66% lower than the end-of-year projection for FY25.

Ms. Mawyer stated that estimated state revenue is currently 9.9% of the total General Fund budget in FY26. She reported that the overall decrease in state revenue due to a 77.6% or $457,202 reduction in other categorical state aid, which primarily consists of grant funds. She added that FY26 state grant funds will be appropriated as they are received, including Asset Forfeiture proceeds, Four for Life Grant funds, Fire Program funds, and various other grants. She said that the budget includes state reimbursements of shared local expenses for constitutional offices, reflecting the state's share of a 3% salary increase approved for those offices, as well as a 6% approved salary increase for Sheriff's Office dispatch positions.

Ms. Mawyer reported that federal revenue constitutes 2.6% of the total FY26 General Fund budget, generally coming from sources such as Social Services funding, Children's Services Act (CSA) funding, and Payments in Lieu of Taxes (PILT) for national forest land located in Nelson from the U.S. Bureau of Land Management, and various federal grants. She explained that the decrease in federal revenue is primarily due to a 10.1% reduction in federal categorical aid in the form of ARPA (American Rescue Plan Act) grant funds—economic stimulus funds that are available through FY25—resulting in an overall 13.74% decrease.

Ms. Mawyer said that local, state, and federal revenues, along with non-revenue sources and prior year-ending balances, account for all projected revenue supporting the FY26 proposed General Fund expenditures. She reiterated that the year-ending balance of $3,872,300 in FY25 constitutes 7.6% of total revenues for FY26, including FY25 carryover funds of $3,272,300. She said these funds consist of projected FY25 expenditures being approximately $2.2 million less than budgeted and projected FY25 revenues exceeding budgeted amounts by over $1 million.

Ms. Mawyer said that the proposed General Fund reflects an increase of $212,195 or 0.42%, due primarily to FY26 budget additions in agency requests, transfers, and salary/benefit costs.

Ms. Mawyer stated that total FY26 budget requests for FY26 total $51,088,536, matching projected revenues. She explained that the largest expenditure category is education at 41%, or $20,771,194, which includes $2,124 for PVCC and $600,000 as a transfer to school capital for the purchase of four buses. She added that in addition to the $20.7 million allocated to NCPS in FY26, the County will contribute to school-related debt service payments totaling $1,542,790, for a total of $22,311,860, which has been increased from the FY25 total by the first interest payment of $696,067 on the VPSA bond for the high school renovation project, due in January 2026. She noted that the FY26 County support for NCPS includes funding for four school resource officers, included in the public safety category at approximately $317,409, of which $23,345 comes from state grant revenue and the remainder coming from the County.

Ms. Mawyer stated that the largest expense in the budget, for education, represented 41% of the budget, equating to $20,771,194. She stated that the second largest was public safety, accounting for 18%, or $9.5 million, and this category includes the Sheriff's Office, Public Safety and Emergency Services, Dispatch, the EMS Council, E-911 program, Forest Fire service, paid EMS, the regional jail, Building Inspections, Animal Control, and the medical examiner. She said that the third largest expense is governmental operations at just over $8.5 million, or 17% of the budget, which includes General Government and Judicial Administration, Public Works, Parks and Recreation, and Community development.

Ms. Mawyer stated that next are health and welfare at 9%, and agency and non-departmental at 4%—which includes the remainder of the FY25 ARPA funds of $120,130, which are unrestricted and can be used for any purpose. She noted that capital outlay is budgeted at 4%, or just over $2.1 million, and refunds and unallocated contingency reserves of about $363,000 make up roughly 1% of the General Fund budget. She noted that the Debt Service transfer of about $3.3 million covers debt service payments in FY26.

Ms. Mawyer reported that personnel expenditure highlights include a 3% cost of living increase to salary and benefits for full-time and regular part-time employees. She said that a 3% compensation board salary increase for constitutional officers is included in the current biennial budget effective July 1, 2025, and an additional 6% salary and benefit increase for all full-time dispatch employees is also included and was also included in the current biennial budget. She stated that a one-time 1.5% bonus for all full-time employees and a $200 bonus for all regular part-time employees is included; the 1.5% bonus for state-supported local employees has been approved by the Governor, and these bonuses will be calculated based on salaries as of June 30, 2025. She noted that health insurance premiums for FY26 would remain the same, and no new positions are included in the FY26 budget. She reiterated that the budget includes four (4) full-time School Resource officers, with one of the SRO positions being partially state grant funded.

Ms. Mawyer stated that for Public Safety and Emergency Services, regional jail cost increases are due to higher utilization. She explained that with the Albemarle-Charlottesville Regional Jail, they use a five-year average prisoner population to help smooth out annual increases; however, with annual utilization on the rise, average annual costs would also increase. She stated that the FY26 contribution is based on a five-year average utilization rate of 16.32%, and Nelson County's obligation for the ACRJ renovation construction costs is anticipated to begin in FY26.

Ms. Mawyer reported that the budget includes operational funding to provide for the cost of a 2026 ambulance for Nelson EMS with a power cot and load system. She stated that the budget also covers IT and network expenses, including a full telephone system upgrade, CAD and RMS server replacement, fire and rescue pager replacement, remote site network switch replacement, and circuit court audio and visual system replacement. She said that full funding was allocated to the Nelson County Emergency Services Council as requested, and the budget provides for the purchase of four Sheriff's vehicles and equipment, as well as one ECC first response vehicle.

Ms. Mawyer stated that the budget includes contribution increases to several agencies, including the Nelson County Health Department, Nelson Local EMS Council, Thomas Jefferson Soil and Water Conservation District, Jefferson Madison Regional Library, Foothills Child Advocacy Center, Monticello Area Community Action Agency (MACAA), the Shelter for Help in Emergency, OAR/Community Corrections, Community

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Investment Collaborative (also known as the Central Virginia Small Business Development Center), and the Nelson County Economic Development Authority.

Ms. Mawyer stated that capital project funding includes $300,500 reserve for schools and just over $7.1 million in estimated construction costs for the DSS building project. She said that miscellaneous capital outlay items aside from those items included for Public Safety and Emergency Services previously mentioned, includes: Sturt property set-aside; short-term rental software system; Animal Shelter repairs and upgrades; and replacing the Transfer Station tipping floor. She noted that total capital outlay funding amounts to $2,135,448.

Ms. Mawyer stated that transfers are the transfer of General Fund monies for other purposes, including funding set aside for DSS (the VPA fund); the Debt Service fund; school nurses; school buses, and school operations. She said that FY26 transfers total $26,205,589. She also said that also included were contingency reserves of $330,964 generated from non-recurring revenue and carryover. She explained that non-recurring contingency funds are best used for one-time expenditures, whereas recurring contingency funds can also be used for one-time expenditures without impacting future operations.

Ms. Mawyer reported that the FY26 School Fund is budgeted at $33,879,480. She stated that compared to the FY25 approved budget, which was based on an enrollment of 1,430 students, the FY26 advertised budget reflects an enrollment of 1,417 students, resulting in an overall increase of $1,760,256 or 5.48%. Ms. Mawyer explained that in addition to local operational funding of $20,769,070—an increase of $1.6 million over FY25—the School Division also receives revenues from other sources, including state, federal, and other funding, which includes reimbursements for field trips, dual enrollment, and telecommunications rebates, projected at $646,304. She reported that state funding reflects an anticipated increase of approximately $402,000, based on the original General Assembly recommended budget proposal, while regular federal funding is expected to decrease by $430,576 for FY26.

Ms. Mawyer reiterated that one of the largest components of the General Fund budget is the local contribution to schools. She reported that including debt, total support for schools accounts for about 55.4% of local funds within the General Fund budget, which equates to 44.3% of the total General Fund budget. She stated that the local contributions to School operations, transfer school capital for buses, and the school nurses for FY26 amount to $1,614,298 more than in FY25. Ms. Mawyer said that four school resource officers are funded at just over $317,000, with $23,000 in state grant funding as allocated within the General Fund budget. She also reported that the County would fund $846,723 in existing school-related debt and an estimated $719,302 in new debt associated with the high school renovation project.

Ms. Mawyer stated that given the total contribution, not including debt, approximately 99.3% or $0.64 out of every $0.65 in real estate tax revenue supports the schools. She said that including existing and new school debt, this percentage exceeds 100% of estimated real estate tax revenue for FY26. She reported that with an estimated FY26 enrollment of 1,417 students, the proposed level of local funding of $20,769,070 provides a per-pupil local expenditure cost of $14,657.

Ms. Mawyer stated that FY26 local education funding of $20.7 million, coupled with state, federal, and other funding for schools of $13,110,410, results in a total cost of $33,879,480 or $23,909 per pupil in FY26. She explained that the local composite index (LCI), which is the state's formula for determining a locality's ability to pay, sets Nelson County's share at 66.45%, with the state covering the remaining 33.55% for standards of quality (SOQ) programs, incentive programs, categorical programs, and lottery-funded programs. She said that enrollment for FY25 was 1,430 while FY26 is projected at 1,417, reflecting a decrease of 13 students.

Ms. Mawyer stated that Nelson County schools continue to be well-funded. She reported that operational funding for schools, including funding for school nurses, is proposed at $20,169,070, which includes $20 million for operations and $164,935 for nurses. She explained that with student enrollment of 1,417, this funding exceeds the required Virginia Department of Education funding (the required local share) of approximately $13.2 million by about $6.9 million or 52.1%.

Ms. Mawyer stated that the major categories of expenditures are based upon state funding as provided in the original General Assembly's FY26 recommended budget compared to the FY25 requested budget, which represents an overall increase of about $1.6 million or 5.48% above the FY25 budget request of $32.1 million. She stated that the FY26 proposed school division budget includes a request for an increase of about $1.6 million in local funding, primarily due to increased expenditure projections and decreased state and other funding sources. She explained that the increased expenditure projections include salary enhancements, Virginia Retirement System auto escalations, a 12% health insurance increase, and increases in technology and security services.

Ms. Mawyer said that the Board of Supervisors allocated $600,000 in new local funding for the purchase of four buses in FY26, which are included in the transportation expenditure category, funding total expenditures

of $33,879,480. She stated that the Board of Supervisors provides the local contribution to the School Division, while the School Board and Administration decide how those funds are allocated for expenditure within the School Division budget. She said that in addition to the operational funding request, all short and long term debt service costs associated with the high school renovation project would be fully funded through the debt service fund. She stated that the total remaining project costs are estimated at approximately $22 million, accounted for in the School Division capital fund budget.

Ms. Mawyer stated that all the funds making up the County budget total just over $125.1 million. She said that additional information regarding each fund has been provided in the handouts. She stated that per state code, the Board must wait a minimum of seven days following the public hearing before adopting the budget. She reported that as May 13th marked the date of the public hearing, the Board could adopt the FY26 budget as early as May 20th, although adoption is currently planned for the June 10th regular Board of Supervisors meeting.

Mr. Rutherford asked when the budget was supposed to be done, according to state law.

Staff confirmed that it needed to be completed by June 30.

Mr. Reed opened the public hearing.

Stephen Bayne – Nellsyford, Virginia

Mr. Bayne stated that Nelson County does not have a revenue problem. He said that its revenues are sufficient to deliver County services, and after attending every budget work session meeting for the past few years, he appreciated the focus on fiscal discipline and fiscal responsibility to ensure that Nelson County lives within its means. He urged the Board to continue the focus on ensuring that the County, including all departments or divisions, lives within its means. He said they must be able to justify and defend their requested expenditures with fiscal acumen, and he expected that this will be of increasing importance.

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

IV. OTHER BUSINESS (AS PRESENTED)

The Board agreed to hold the next budget work session on May 16, 2025 at 1:00 p.m..

VIII. ADJOURNMENT

At 7:34 p.m., Mr. Rutherford moved to continue the meeting to May 16, 2025 at 1:00 p.m. for a budget work session. Mr. Parr seconded the motion. There being no further discussion, Supervisors approved the motion unanimously (4-0) by roll call vote and the meeting adjourned.

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Virginia:

AT A CONTINUED MEETING of the Nelson County Board of Supervisors at 10:00 a.m. in the Former Board of Supervisors Room located on the fourth 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

Absent: Thomas D. Harvey, North District Supervisor

I. CALL TO ORDER

Mr. Reed called the meeting to order at 10:00 a.m. with four (4) Supervisors present to establish a quorum. Mr. Harvey was absent.

II. FY26 BUDGET WORK SESSION

a. School Budget

Mr. Reed asked if Ms. McGarry would start the discussion, and she suggested that the Board take the lead since they were just continuing from the last meeting.

Mr. Rutherford said the only question he had was whether the state had finalized its report on school funding.

Ms. McGarry responded that the state numbers are now set; federal figures may still be tentative.

Mr. Reed asked if they knew how much federal funding was hanging in the balance.

Ms. McGarry responded that it's $132,000 federal potentially, which when added to the $150,000 local they have been discussing, that is a total of $282,000.

Dr. Ligon said she had spoken with several School Board members over the last week and got clarification on a few items the Board of Supervisors had previously discussed. She stated that despite her impressions, the ZeroEyes detection system is already installed, and Sheriff Embrey was very excited about its potential in regards to school safety. She said she still has concerns about school bus funding, as she knows they need more buses—yet no true path to address that problem has been suggested, enacted, or actioned.

Mr. Reed commented that the schools have four new buses in their budget.

Dr. Ligon acknowledged that but said the schools need about 10.

Mr. Reed stated that one of the concerns that Shannon Powell and Ceasar Perkins raised in the 2x2 meeting was what the County's long-term funding plan so they can buy the buses they need. He said the schools' position was that they would have to make reductions if there wasn't an additional funding source. He noted that School Board Chair Margaret Clair had said they were trying to get the buses in as soon as possible, and they may all fall into this budget year

Dr. Ligon responded that she interpreted that communication somewhat differently: The Board told them to order four buses, which the County was paying for out of non-recurring funds. Dr. Ligon emphasized that her concern was the path forward after those four buses, and she wants everyone to understand the urgency here.

Mr. Parr said that this Board has made it clear that this is a priority and just add four buses a year—as they have this year—rather than continuing to discuss it every year. He emphasized that they can't keep kicking the can down the road and expect to solve the problem they've created for themselves.

Mr. Rutherford stated that pricing in $150,000 and continuing to hedge inflation was critical going forward.

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Dr. Ligon said she talked with George Cheape and went to the bus garage. She said that there are other localities that dispose of buses with low mileage, as their threshold is low, and Mr. Cheape was open to that.

Mr. Parr said in the last conversation he had with Mr. Cheape, he was supportive of making an adjustment to the overall funding of the school budget, reducing it by $150,000 and adding a fifth bus.

Ms. McGarry asked whether they were looking at reducing the budget by $150,000 to buy a fifth bus or start a bus fund, noting she had heard both options. Mr. Parr commented that in his mind, it was to buy a fifth bus for the upcoming school year.

Mr. Rutherford stated that you can start a fund, but the money gets expended almost immediately.

Mr. Reed asked how reducing the budget by $150,000 will make it easier for the schools to get a fifth bus.

Mr. Parr clarified that he is actually proposing a $200,000 reduction: $800,000 for the schools plus $150,000 for the bus, which is a $50,000 difference from the $1 million they are requesting.

Mr. Rutherford said the bus conversation is not new, and near the end of the joint Board/School Board meeting, they all noted the severity of the situation. He said that from an administering standpoint, it would be the same amount regardless of who administered it; if the Board of Supervisors administers it, that would literally be the withdrawal of funds to make the purchase. He suggested that they let the Schools administer it and let them decide on the timing of that bus.

Mr. Reed stated that rather than take it out of the School budget, the County should just buy them a fifth bus, and if they cannot do that in this upcoming budget, they should plan for it in the next budget year. He emphasized that they do a lot for the Schools, but the School Board presents a needs-based budget based on things they deem necessary—and if they have a surplus at the end of the year, it's usually from unfilled positions. He said the Schools could either roll it over to the next year or return it to the County. He added that he still gets the feeling that the School Board's budget is not considered in the light of the time, energy, thought, and detail that the School Board takes to look at that to present the best budget they can. He acknowledged that he has never seen a School budget that he felt didn't deserve to be funded, but he attends lots of School Board meetings and speaks with Shannon Irvin frequently, and he believes they do an exemplary job of putting a budget together. He added that they need to convene another joint meeting with the School Board once the budget is passed so that they can figure out what the future is going to look like financially and balance school needs.

Mr. Rutherford stated that he understands the concerns about a $130,000 shortfall in federal funding—but that's nothing compared to what Nelson will likely be facing when the LCI changes hit, as that could mean millions of dollars pulled back. He emphasized that if they don't figure out these small issues, the giant issue that's coming from the state is going to be worse.

Ms. McGarry said it's important that the Board be apprised of any savings the Schools have at the end of the year, because the Schools cannot automatically just spend it—and by statute, it must go back to the County; then the Board decides how those funds will be used. Mr. Rutherford asked about the purchase of ZeroEyes. Ms. McGarry said she was not certain she had the answer to that, but it may have initially been funded through a security grant. Mr. Rutherford commented that it would have been helpful to be a part of the conversation since the annual cost is significant, particularly since the grant will not be filling the obligation. He noted it was similar to the grant for school resource officers (SROs), where the grant helped them to get started, but they had an understanding that the grants would have a termination point and there would be extra expenses to think about. Ms. McGarry noted that some of the funding for SROs has continued. Mr. Rutherford commented that he was not discrediting ZeroEyes as it sounded like that had a good role in the safety of the children. He reiterated that he would like to figure out some of the small issues before next year's issues with the state funding.

Mr. Parr agreed with Mr. Reed that the County does a lot for the schools and has been very supportive of those efforts, but he is extremely disappointed that the schools entered into a $72,000 subscription for ZeroEyes without consulting the County first. He emphasized that he is by no means discounting the need for school safety, but they need to have some understanding of those agreements and should be involved in those conversations. He mentioned metal detectors sitting in closets because the schools didn't count the right number of doors, as well as robots that were expended.

Mr. Parr stated that he went through the budget initially and identified $314,296 to cut from budget, it was a high-level number that did not include benefits for any salaries, so that would probably escalate to $420,000 or $450,000. He commented that one of those cuts had been ZeroEyes, but he had since had a conversation with the Sheriff, and that turned him around on that, so he was okay with it. He also stated that he went through the salary increases and found those numbers ranged as high as 12.24%, which he cut back to 3%. He

expressed significant concern over the discrepancies in raise amounts, as cafeteria and janitorial staff were on the 3% range, whereas the superintendent was at 4.49%. He said he wish he could give administrators a 3% raise and teaching assistants, bus drivers, cafeteria workers, and janitors a 5% raise across the board, but the School Board reminds them consistently that the Board does not determine how they spend their money. He added that the number he was suggesting was around $800,000.

Ms. McGarry said you could typically count on a 22%–25% benefit factor, but the Schools are slightly different from County employees. She said that for the public hearing, they advertise the School funding total which included their full request. She said that would reflect the $1,014,098 on the operational side and $600,000 for buses with non-recurring funds from the County's side, enabling them to fund the full request. She clarified that the schools made an operational ask for the buses this year, as they had with last year, but in looking at the expected FY25 carryover funds amount, staff was able to incorporate $600,000 using those carryover funds, which were non-recurring funds, from the County.

Mr. Rutheford stated that he is not necessarily at the point of advocating level funding, but there is also nothing wrong with the Board having this expectation that the Schools figure out the fifth bus over the course of the year. He noted that they make purchases and changes throughout the course of their budget year, and they are talking about $150,000 out of a $33 million budget.

Mr. Reed commented that the biggest issue he sees is how are they going to be committed to attempting to fully funding the Schools without a revenue-generating plan, and they need to be up front and transparent about that—addressing it on an ongoing basis. He added that there are other issues besides budget that are in their mutual best interest to collaborate on throughout the year.

Dr. Ligon said she has commented to two School Board members that she appreciates their passion and focus on their budget, and she also understands their concern with the Board of Supervisors micromanaging their budget. She said if ZeroEyes announces to Nelson County that there's a gun walking towards the high school, she did not have faith currently that Dispatch would call the police in time to fix anything. She emphasized that they have big purchases coming up to keep that whole safety system rolling, like the trunked system for radios. She said she understood that fully funding the school system was a passion for some of the Board, but if the County has to pull up its bootstraps up and make decisions, so would the schools. She added that she had mentioned the different percentages in salary raises last night as well, and that particular School Board member was unaware of the differences. Dr. Ligon noted concern in that regard and suggested that this should be looked at by more eyes.

Mr. Parr emphasized that he would like to see any budget line item for salary that is over 3% and the impact that has and what that looks like at 3%, because while the Board doesn't dictate those numbers, that's where his math is coming from.

Mr. Reed said he went back over 10 years to look at superintendent salaries, and the average increase has been at about 4.5% all the way through. He noted that in 2014, former superintendent Roger Collins received more than the School Board currently has budgeted for its superintendent salary.

Mr. Parr pointed out that Dr. Collins also waived a raise and got 0% when it was necessary from a budgetary standpoint, adding that the contract reads that it is no less than or equal to the average raise of the division. He reiterated that he would like to see the impact of that 3% average. He also noted that there was a provision that a vehicle would be provided for the superintendent, but that is not currently being done as the contract reads.

Ms. McGarry noted that there were also some targeted salary-scale increases to certain levels of the payscale. She agreed to provide those numbers as requested by Mr. Parr to the Board before any final decisions are made on the funding.

Mr. Parr said that he had some erroneous information on what he thought was a new position—the assistant principal position focused on truancy—but it is actually filling a vacant position.

Mr. Reed asked if there was consensus that they don't want to hammer out final budgetary numbers for the schools and instead hammer this out at the next Board of Supervisors meeting.

Mr. Parr responded that he would like to get the information requested and discuss it at their next meeting.

Dr. Ligon said the Schools need some clarity on the $150,000 in their budget for the fifth bus.

Mr. Reed replied that they already have four buses ordered, and if there is additional information wanted or needed, they can get that prior to the next meeting.

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Ms. McGarry said she could make a formal request by letter regarding the salary information requested.

Mr. Rutherford asked for input on his previously stated idea.

Mr. Reed responded that what they put forth for public hearing is something they should stand by, and fully funding the schools was something very gratifying that he would like to make good on. He said there was no way he could see himself supporting the cuts that Mr. Parr is proposing, but they are a team and would have to come to some agreement by vote. He added that he would never say no to a motion to fund the schools at the amount they have requested, and he would like to see this budget finalized at their June 10 meeting.

Ms. McGarry said staff would need to know if some of these items would change the bottom line for the Schools, as that needs to be reflected in their adoption and appropriations resolutions.

Dr. Ligon commented that they needed to plan for the worst-case scenario, not hope for the best. Mr. Rutherford indicated that they had until June 30th to finalize the budget. Ms. McGarry noted that the School Division would need to know what their budget amount is, as soon as the Board determines that.

III. OTHER BUSINESS (AS PRESENTED)

There was none presented.

IV. ADOURNMENT.

At 10:52 a.m., Mr. Rutherford moved to adjourn their meeting. Mr. Parr seconded the motion, which passed unanimously (4–0) by roll call vote and the meeting adjourned.

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Virginia:

AT A CONTINUED MEETING of the Nelson County Board of Supervisors at 1:00 p.m. in the General District Courtroom located on the third floor of the Nelson County Courthouse, in Lovingston, Virginia.

Present: Jessica Ligon, South District Supervisor - Chair
David Parr, West District Supervisor
Jesse N. Rutherford, East District Supervisor
Cameron Lenahan, North District Supervisor
Candice W. McGarry, County Administrator
Amanda B. Spivey, Administrative Assistant/Deputy Clerk
Grace E. Mawyer, Director of Finance and Human Resources

Absent: Ernie Q. Reed, Central District Supervisor – Vice Chair

I. CALL TO ORDER

Dr. Ligon called the meeting to order at 1:00 p.m., with four (4) Supervisors present to establish a quorum. Mr. Reed was absent.

II. FY27 BUDGET WORK SESSION

A. 3/10 Work Session Follow-up

Ms. McGarry said the first item was a follow-up from their last work session, with changes to contingencies and reflecting the modifications made at the previous meeting. She reported that they started with an introduced budget recurring contingency of $4,121,977, and changes including level funding MACAA at $30,000, funding the SPCA at $5,000, and funding the Blue Ridge Health District at $394,138, which was an additional $18,619 for BRHD. Ms. McGarry said they funded the Nelson County Community Development Foundation at $56,822, which was an additional $12,500, while the Amherst Wolverines request was not funded. She noted that Region Ten and VA Career Works had been taken out for the time being pending additional information.

Ms. McGarry reported that the subtotal of these changes was $166,233, resulting in a balance of recurring contingency of $4,288,210. Ms. McGarry said they began with a non-recurring contingency of $300,000, reduced the facilities study to $20,000, funded $30,000 for trail improvements from the Piney River Trail paving request and one gate on the east side of the Blue Ridge Tunnel for $16,500. She stated that these changes totaled $115,300, leaving a balance of non-recurring contingencies at $415,300.

Ms. McGarry stated that decisions on Region Ten and Virginia Career Works were pending information.

1. Region Ten

Ms. McGarry reported that Region Ten had a significant surplus, which was restricted to certain uses and could only be allocated by agreement among the nine regional directors. She stated that these funds could not be used for general operating expenses, and the local requirement was 10% compared to the 90% state contribution, with all localities combined needing to reach 10%. She said Nelson was at 8.5%, and if a lesser amount than requested was received from the County, they would continue to provide services affordable through their complex mixture of funds but could not expand capacity or sustain services without additional local support.

Ms. McGarry commented that the responses remained somewhat vague and stated she had contacted other regional members to inquire about their funding levels. She said Charlottesville and Louisa were fully funding the Region Ten requests, while Fluvanna was not yet fully funded in their budget and was waiting for more information. She said she had not received responses from Greene and Albemarle.

2. Nelson SPCA

Ms. McGarry said the Board SPCA funding had been decided, and responses from Ms. Merricks were included.

3. Virginia Career Works

Ms. McGarry said she had Maureen Kelley's input regarding Virginia Career Works, stating that the agency's funding was discussed at the Economic Development Partners meeting the previous week, and all believed in its importance for workforce development; federal and state cuts had significantly reduced their funding, making local support critical. Ms. McGarry conveyed that Ms. Kelley felt the agency did good work in Nelson and had a strong relationship with the schools. She noted that Mr. Lenahan had met with them the day before.

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Mr. Lenahan stated that Career Works seemed to be predominantly focused on UVA and Charlottesville and Albemarle County.

Dr. Ligon said when she was attending Career Works meetings, it seemed they were trying to get in the schools here, but the schools were not particularly responsive—and if they haven't been able to make contact or do anything here, they don't need the local funds.

Mr. Lenahan said they were going to give two $200 gift cards at sign-up day for CATEC for Nelson residents; he commented that the County could give $400 and save $5,900.

Ms. McGarry confirmed that the total the increase was $2,973, with the $5,900 based on 40 cents per capita.

Mr. Lenahan indicated that Career Works said they were going from 20 cents per capita to 40 cents per capita, doubling their amount. He said that last year, they helped two people or 1%.

Mr. Rutherford said he didn't think it was worth the investment.

Mr. Lenahan agreed.

Ms. McGarry said there were 103 people this year for Nelson with the program, and 163 proposed for next year. She noted that their total beneficiaries for the current year were 4,000, with 6,000 proposed for next year, for an increase of 2,000.

Mr. Rutherford said he could go with zero or level funding, but he had never served on that board, so he had no idea as to the validity of their investment.

Mr. Parr said he was in the same position.

The Board agreed on level funding for Career Works.

Region Ten

The Board agreed to level fund Region Ten as a placeholder until they heard back from Greene and Fluvanna.

B. Other Funds

1. Piney River Water and Sewer

Ms. Mawyer stated that she would begin with the Piney River fund, explaining that the County owns a portion of the water and sewer system in Piney River, which is operated by the Nelson County Service Authority. She reported that the system is typically self-sufficient; however, due to multiple equipment failures and repairs within one of the pump stations over the past four years, a full replacement of that pump station has been recommended. Ms. Mawyer said that a transfer of $350,000 was included from the General Fund to the Capital Outlay line in this fund for the purpose of the pump station replacement in the FY25 budget.

Ms. Mawyer stated that work totaling $26,875 was expensed for this purpose in FY25, and the remaining $323,125 was carried forward to FY26 for the remaining work needed. Ms. Mawyer reported that this project remains ongoing, and none of the budgeted funds have been expensed so far this year, so the remaining $323,125 is being carried forward to FY27. She stated that the FY27 Piney River Water and Sewer Fund budget is balanced at $526,422, which is an increase of $318,125 or 152% from the FY26 projected budget, largely due to the carry forward of the pump station repair funds that will not be expensed in FY26.

Ms. Mawyer said that as of March 17th, the system serves 206 total customers; of this total, five are water service only, 101 are sewer service only, and 100 have both water and sewer services. Ms. Mawyer stated that the sewer-only base rate per month is currently $38.60, which is $29.60 for sewer and a $9 grinder pump fee; however, not all sewer service customers have grinder pumps. She said that the base rate for water-only customers is currently $29.90 per month, and the combined water and sewer base rate per month is $68.50. Ms. Mawyer reported that on December 16th, 2025, the Board approved an ordinance increasing these rates by 7% effective July 1, 2026; thus, the sewer-only base rate per month will be $41.30, the base rate for water-only customers will be $31.99 per month, and the combined water and sewer base rate per month will be $73.29.

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Ms. Mawyer said delinquent accounts are subject to the County's collection policy, which was established in 2016; accounts considered delinquent are those 90 or more days overdue and have a balance of $300 or more. Ms. Mawyer said that delinquent account holders are sent notices and given 10 business days to return full payment to avoid legal action. She stated that the next steps for accounts remaining 90 days in arrears for which no payment plan has been established is to turn them over to the treasurer for collection procedures. Ms. Mawyer reported that accounts considered uncollectible by the treasurer will have a lien filed with the circuit court clerk against the property, to include 8% interest on the delinquent charges until paid in full.

Ms. Mawyer stated that Piney River expenditures are proposed at $526,422. She said notable proposed increases in expenditure projections include finalizing the replacement of the pump station, which is estimated at $323,125, rising costs of postage, and rising cost of customer grinder pump repairs and replacements as the system ages. Ms. Mawyer said that the revenues are proposed at $526,422, utilizing a year-end balance of $336,422, attributed to carryover funds from FY25; out of those, $323,125 are associated with unused funds for the pump station replacement, and $13,297 are general carryover funds. She stated that even though the rates will be increasing by 7%, collection of water and sewer service fees is anticipated to remain virtually unchanged from FY26, due to the over-budgeting of revenues for the current FY26 as well as potential ebbs and flows of uncollectible accounts. Ms. Mawyer reported that there have been no transfers from the general fund needed in this fiscal year so far.

Mr. Lenahan asked if they were losing money each year or breaking even.

Ms. Mawyer explained that it varies, and in the most recent few years, there have been a lot more expenses associated with maintenance and repairs.

Mr. Lenahan asked what they lose per year on average.

Dr. Ligon responded that it was over $20,000.

Ms. Mawyer said for the rate increases, they budgeted $150,000 in fees this year—but it's projecting out at $140,000, so she did not increase it for next year. She said she is anticipating with the 7% that they would hit $150,000, assuming they collected all those. Ms. Mawyer said she asked Jeff Brantley that morning about the pump station project, and he reached out to the engineer but had not yet received a response; she noted that it's the same engineer working at Wintergreen with their sewage situation.

Ms. McGarry said they have had to work on that pump station the last few days, and according to Mr. Brantley, it's primarily routine maintenance and nothing major.

Dr. Ligon noted that they had increased the fees for connection and hopefully would be having more connections soon.

Ms. Mawyer said they are above budget on connection fees this year, but she wasn't sure how many to expect next year.

Dr. Ligon noted that there have been a lot on Jennys Creek this year.

Mr. Lenahan asked if there was any anticipation down the road as far as expanding the Piney River system.

Ms. McGarry responded that it hadn't been discussed anytime recently—and they didn't have enough customers even on the current system.

Ms. Mawyer noted that the line item for repairs is much higher than budgeted, mostly due to repairs on the pump station; one bill alone was $40,000 just for repairs.

2. Broadband Fund

Ms. Mawyer stated that prior to FY21, Nelson County owned and operated a middle-mile fiber broadband network governed by the Nelson County Broadband Authority. She said that in mid FY20, the fiber network assets were transferred to Central Virginia Services, Inc. (CVSI), a subsidiary of Central Virginia Electric Co-op, as part of their fiber deployment project within their service areas of the County. She noted that the County retained ownership of tower and related assets for continued operation. Ms. Mawyer stated that this network is self-sufficient and in FY27 does not require support from the general fund for operations. She said the FY27 fund budget is balanced at $283,638, an increase of $10,000 or 3.65% from FY26, attributed largely to reduced expenditure projections for equipment and a healthy fund balance.

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Ms. Mawyer said the FY27 expenditures are $283,638 with a contingency reserve of $236,638. She stated that all expenditure categories have seen decreases in the last two years because the authority's expenses are only related to maintaining its wireless network operations—the towers. She said that not including the contingency, operational expenditures are anticipated to be $47,000. She stated that the contingency reserve of $236,638 consists of carryover of the unspent FY26 contingency and carryover of $10,000 in anticipated FY26 revenues over expenditures. Ms. Mawyer said FY27 revenues are the $283,638 utilizing a year-end balance of $123,638, and she reported that network access charges and fiber and tower leases, including co-location charges, are expected to remain stable. She noted that not including the year-ending balance, FY27 operational revenues are anticipated to be $160,000.

Mr. Lenahan asked if they were able to utilize any of those towers on the broadband side to help with this future expenditure.

Mr. Rutherford responded that some of that was internet, and Firefly used some of them.

Ms. McGarry stated that there is one in Lovingston, one in Colleen, and one at Gladstone Fire and Rescue, as well as Martin's Store. She said they reserve space for co-location on all the towers for entities that want to provide services.

Mr. Lenahan commented that it would be nice to utilize the $1.6 million tower in some way.

Dr. Ligon said there was discussion of contacting the people in Gladstone, but Motorola had to do a survey study first.

3. Cafeteria Fund

Ms. Mawyer reported that Assistant School Superintendent Shannon Irvin has requested an appropriation of the cafeteria fund balance of $537,411. She noted that this fund is proposed to be appropriated pending on any adjustments as requested with $537,411, in Food Services Equipment expenditures. She noted that this is just a transmittal she receives from the schools every year with these requested amounts.

4. Textbook Fund

Ms. Mawyer said the textbook fund is decreasing because Ms. Irvin has put in an order for a particular textbook before this year ends and is anticipating to not have much carryover for next year. She said the request is inclusive of $24,000 in textbook fund balance; the expenditures are anticipated to be $241,085, which is a combination of the $24,000 carryover and a $217,085 supplement from school operations. She noted that the decrease is due to not much carryover because of a book order this spring. Ms. Mawyer reported that it's for two different books, and they are expected to order the texts for the new English language arts and mathematics this spring, which she is anticipating will arrive and be billed before the fiscal year ends.

5. Debt Service Fund

Ms. Mawyer explained that the County pays principal and interest for both County and School related debt out of the Debt Service Fund. She noted that a corresponding transfer from the General Fund to the Debt Service Fund is made at the beginning of each Fiscal Year in order to facilitate these payments. Ms. Mawyer reported that total School and County debt service payments for FY27 would be $3,615,340 and total debt balances at the beginning of FY27 would be $37,585,000. Ms. Mawyer stated that total debt service payments for FY27 represent an increase of $558,560, or 18.3%, from FY26 payments, and the FY27 Debt Service Fund contains Debt Service Reserve of $3,328,649. She said this reserve includes an additional $159,916 from the Debt Service Fund balance as reported in the FY25 audit. Ms. Mawyer stated that FY27 payments for County debt service total $1,762,723, an increase of $271,968 or 18.2% from FY26, and this net increase is associated with the start of principal and interest payments on the DSS building project.

Ms. Mawyer stated that County debt balances at the beginning of FY27 total $13,960,000 and consist of debt for the 2013 and 2015 additions and renovations for the judicial-sheriff-courts wing and the circuit court administration areas of the courthouse, as well as the 2018 Nelson Memorial Library expansion project, the Larkin Property Lease Revenue Bond Anticipation Note, and the DSS building project.

She reported that FY27 payments for school debt service total $1,852,617, a net increase of $286,592 or 18.3% from FY26, largely due to the first full year of interest payments for the VPSA bond issued for the high school renovation project. Ms. Mawyer stated that the school debt balance at the beginning of FY27 is $23,625,000,

consisting of the 2012 VPSA loan balance of $1,670,000 and the full $21,955,000 balance of the 2025 VPSA bond for the high school renovation project.

Mr. Lenahan asked if the contract has already been awarded for the $22 million.

Ms. McGarry responded that it's already underway and would take several years to complete because they are trying to do it in between school sessions, over the summer.

Mr. Lenahan asked if the County holds the money in house and earns interest and pays out along the way.

Ms. Mawyer responded that the funds are held and earn interest, and the County draws down the funds from SNAP; they cannot spend the interest on anything but the one specific school project or future interest payments.

Ms. McGarry noted that this is funded through the Virginia Public School Authority (VPSA), whereas the local DSS project is funded through the Virginia Resources Authority (VRA), as is the jail renovation project—and VRA rules on using interest allow a larger scope and are more flexible.

Ms. Mawyer confirmed that they have earned $471,892 in interest so far this year.

6. Capital Fund

Ms. Mawyer reported that the Capital Fund was created to segregate larger capital projects from the General Fund and currently provides a holding place for capital reserves of $300,500, which has been set aside by the Board for remediating the building envelope at Tye River Elementary School if needed.

She stated that the FY27 expenditures are proposed to be $14,223,910, including the capital reserve of $300,500; also included are expenditures related to the high school renovation project and the DSS building project, which were financed through VPSA and VRA bonds, respectively. Ms. Mawyer said expenditures related to the NCHS project are estimated at about $8.9 million and expenditures related to the DSS building project are estimated at about $5 million for FY27. She stated that the revenues are proposed to be $14,223,910, utilizing a year-end balance of $300,500; also included are bond proceeds related to the permanent financing of those two projects.

Ms. Mawyer said this fund as it currently exists has been by accounting standards an assigned balance within the General Fund and therefore not considered when calculating an unassigned General Fund balance. She said should this fund not be appropriated in FY27, these funds would become unassigned within the General Fund balance. She noted that this is where they get the draws for those projects and then spend them out, so it's kind of a wash.

Ms. McGarry noted that they are expecting to spend $1.6 million this fiscal year on the DSS building project, and next year most of the balance of $5 million to finish that up.

7. VPA Fund

Ms. McGarry said they can look at the VPA fund now, but DSS staff can't be there until about 2:30 p.m.

The Board agreed to wait until they arrive.

C. Parks and Recreation Afterschool Program (R2026-23)

Ms. McGarry stated that staff was seeking preliminarily approval of the after-school program as presented in the current budget; noting it wouldn't be finally approved until the budget is adopted and appropriated, but Parks and Recreation would like to go ahead and proceed with advertisement of the program and hire staff.

Mr. Rutherford moved to approve **Resolution R2026-23** as presented. Mr. Parr seconded the motion, which passed unanimously (4–0) and the following resolution was adopted:

RESOLUTION R2026-23
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF PARKS AND RECREATION
AFTERSCHOOL PROGRAM

DRAFT

BE IT RESOLVED, that the Nelson County Board of Supervisors hereby authorizes Parks and Recreation to proceed with the advertisement of its afterschool program at both Tye River and Rockfish Elementary Schools for 2026-2027 as well as the hiring of staff to facilitate the afterschool program.

BE IT FURTHER RESOLVED, that staff is hereby directed to include the funding request as presented in the advertised FY27 proposed budget; with the understanding that final funding approval is pending adoption of the FY27 budget including these funds.

D. School Funding Request

Ms. McGarry stated that the official request from the School Board had been received and was forwarded to the Board by email, with a total amount requested of $34,976,942. Ms. McGarry reported that the key components included personnel compensation, utilizing the Senate version for both revenue and expenditure projections—including a 3% salary increase for Standards of Quality positions each year of the biennium. She said there was a health insurance increase, which includes funding to offset the increase in health insurance premiums for all division personnel, ensuring continued access to quality benefits. She noted that there is funding for an additional Virginia preschool initiative and partial funding for a teacher and instructional assistant to strengthen early childhood education opportunities. She stated that funds were included to support a middle school sports program promoting student engagement and wellness.

Ms. McGarry reported that the continuation of school health services was included at $164,935, for the school nurse program in cooperation with the Blue Ridge Medical Center. She stated that school transportation funding included $600,000 allocated for the purchase of four new school buses to ensure safe and reliable transportation for students. Ms. McGarry said as Ms. Mawyer noted earlier in the other fund budgets, the textbook fund amounts and cafeteria funds were also requested. She stated that the letter from the School Board provided their budget synopsis based on the Senate version of the budget, reflecting a deficit of $2,255,566, which includes both the school nurse amount and the $600,000 for buses. Ms. McGarry said there was no increase in the school nurse funding, and she stated that this was the same amount they had received for the past several years. She noted that additional budget detail could be provided along with other information.

Mr. Parr asked for clarification if the difference in the dollar change of $1,182,684 and the deficit of $2,255,000 is reduction in revenues.

Ms. McGarry responded that the difference is reduction in revenues plus an increase in expenditures.

Mr. Parr clarified that the increase in expenditures would have been calculated in the dollar change of $1,182,684, which is a 3.5% increase over last year in expenditures, and the way they get to $2,255,000 is $1 million in reduced funding.

Ms. McGarry confirmed that the $1,072,083 seems to be their total reduction in revenue.

Mr. Lenahan said the packet he received last month recommended $34.6 million, and this budget recommends $34.9 million, which reflects a $300,000 increase.

Ms. McGarry explained that they are using the Senate's version of the budget, which provides the least in state funding, so they won't have to come back and ask for more if something else is what is passed by the General Assembly and the Governor.

Mr. Parr said that funding is not what Mr. Lenahan is talking about; he’s talking about expenditures, which went from $34.6 million to $34.9 million.

Ms. McGarry said it may be the difference in the salary percentage, as this budget reflects 3% and the first one included 2%.

Ms. Mawyer asked if they said what their health insurance increase was.

Mr. Lenahan responded that it went down 11.9% versus 15%, and his packet reflects 15% versus 11.9%. He asked if the schools had a fund balance.

Ms. McGarry responded that the fund balance they might have might still be from FY25, and the pending final audit will solidify that amount. She said if they have a fund balance, it automatically comes back to the County; if they want to use it for a one-time expenditures such as another vehicle or another bus, they come back to the Board to make that request.

DRAFT

Mr. Parr pointed out that by law, they can't have carryover and have to balance.

Mr. Lenahan stated that last year, the Board approved $33.79 million for the schools, and they used $32 million—which is a $1.7 million difference there from what was budgeted versus what they used.

Mr. Parr explained that their year is not over; that's FY25-26. He said with that $1.7 million, there could be a difference—and if there is, it comes back to the County. He noted that historically, the Board has offered that money back to the schools for one-time purchases such as buses. Mr. Parr also suggested that they not get too deep into this budget information, as it is a big packet the Board received fairly recently.

Mr. Rutherford asked if it would be beneficial to at least give them a placeholder number, noting that they also do not have a budget from the state, so they can justify not taking action as they have in prior years.

Ms. McGarry confirmed this and said the General Assembly would be back in session April 23rd. She mentioned that the schools have also requested a joint work session, with the goal of discussing the budget and the space/relocation issues.

Mr. Parr responded that the recent 2x2 meetings have been beneficial, and he has never felt that the full joint Board–School Board meetings have accomplished much and are mostly pomp and circumstance. He added that he wouldn't say "no" to one but he is just saying they are not as productive.

Ms. McGarry said with the School Board having three new members, the question is whether they are able to answer questions well enough that they wouldn't need any staff reinforcement.

Mr. Rutherford said one of their discussions earlier in the day pertained to the relocation, particularly moving into the Alpha Wing, and the School Board members seemed amenable to that idea. He said they discussed that the County uses Architectural Partners, who can help facilitate the dialogue and provide rough estimates. He reported that they also talked about the shrinking school population, the LCI and re-benchmarking and the reality of that getting worse, and the general economics of Nelson. He stated that they also discussed that the County has the desire to fund the schools but also has to invest in things like water and sewer.

Mr. Lenahan asked what the student-teacher ratio is.

Ms. McGarry responded that it varies by grade level.

Mr. Rutherford reiterated his suggestion of having a placeholder with this budget.

Ms. McGarry explained that they have to have a number to advertise the budget, and staff would be asking the Board on April 14 to authorize a budget public hearing for May 12. She said they will know what the County budget is by then but may not know what the schools' total budget will be; they will know from the state on April 23 what they are doing with the state budget.

Mr. Parr commented that he prefers having the buses pulled out and not included in their operational expenses.

Dr. Ligon noted that the buses are included in the $34 million.

Mr. Parr agreed but said they are going to pull them out.

Mr. Lenahan clarified that it is $1.182 million minus the buses.

Mr. Parr responded that it is $1,182,684 minus $600,000.

Ms. McGarry noted that the difference would be $582,684.

Mr. Rutherford said that's not considering their shortfall.

Mr. Parr confirmed this and said that's not taken into account it's their reduction in revenues—it's just looking at expenses.

Mr. Lenahan said that was shown on the right hand side, $2,255,000.

Mr. Parr said the exact amount was $2,255,566.

Ms. McGarry clarified that the loss in estimated revenue is $1,072,883.

DRAFT

Mr. Lenahan asked if that was taking into consideration the new LCI.

Ms. McGarry confirmed that it was.

Mr. Lenahan mentioned the $1,072,883.

Mr. Parr said that's just a reduction in revenue that has nothing to do with expenditures; the expenditures are the line above that, $1,182,684. He said the schools are asking for $2,255,566, which means they're asking for an increase in expenses and for the County to fund the reduction in revenue.

Dr. Ligon asked if, when the state reduces the funding, they also rolled back the requirements.

Mr. Parr responded no, stating that there are unfunded mandates. He expressed his frustration about the schools' comments regarding instructional support funding for the addition of a Virginia Preschool Initiative (VPI), a partially funded teacher and instructional assistant. He said when they say "strengthen early childhood education," it is just as misleading as "restoring fairness."

He explained that the schools voluntarily gave up hundreds of thousands in federal money for a Head Start classroom that has been in this County forever, yet they want funding for a very similar program through the VPI program. He said when you add it all together, it was a $345,000 ask for that addition—and Head Start is still being offered in surrounding localities. He acknowledged that the program has changed on the federal level and administration, but it is not going away. Mr. Parr emphasized that he is 100% behind early childhood education and the need for preschool, noting that the jail board decides their construction needs for the future based on third-grade reading scores. He said preschool is huge to get these kids ready, but it's frustrating to walk away from federal money and then ask the locality to replace it.

Dr. Ligon asked if it was MACAA who did that.

Mr. Parr explained that MACAA left as administrator, but the Head Start program is still in Albemarle and Fluvanna.

Ms. McGarry said they did a report on the Head Start program at their last School Board meeting, and there's some information online that she has printed out but has not had a chance to review it.

Ms. McGarry noted that the age for VPI is four years old for the state funded program.

Mr. Parr clarified that for VPI, the child must be four by October 1st of that school year. He explained that VPI also has family income requirements and parameters such as having an IEP, hearing disability, or speech impairment that can get kids in the door if the family's income level is too high.

Mr. Lenahan commented that he did not agree that you have to financially qualify to be in it; when you take the Afton and Nellysford area, if you have real estate, you don't qualify. He said if he is able to pay for his kids to go to school, they should be eligible to attend.

Mr. Parr explained that when there are vacancies with VPI and they fill up all applications using the criteria, they start lowering the requirements to fill those seats.

Mr. Parr said in terms of a placeholder for advertising purposes, his number is $1.6 million, which was $1 million plus buses.

Dr. Ligon asked if they needed something more official than consensus.

Ms. McGarry responded that it would probably be good to have a motion.

Mr. Parr **moved** that the Board allocate an additional $1 million of operational funds for the Nelson County Public Schools for Fiscal Year 26-27, plus an additional $600,000 for the purchase of buses.

Ms. McGarry said she would need clarification after the motion was seconded as to whether the $1 million includes the school nurses amount of $164,935.

Mr. Parr said if they are on the page in question, then it includes the nurses.

Mr. Rutherford **seconded** the motion. He said it is confusing how the nurses are included here.

DRAFT

Ms. McGarry asked if perhaps they are trying to differentiate between the Blue Ridge Medical nurses and the school nursing program (CNA program). She said the school health services were at $164,935, but the comment they've included at the bottom in small print says, "required funds non-inclusive of nursing program." She also clarified that unlike the advertised tax rate, the budget can go up or down as they deliberate. She clarified that the motion is for $1 million in ops that includes the school nurses number and then $600,000 in buses.

The motion **passed unanimously** (4–0).

Ms. McGarry asked Dr. Ligon to communicate back to the School Board that there is no consensus to hold the joint meeting.

Dr .Ligon asked if they would continue with the two-by-two meetings.

Mr. Rutherford said he doesn't feel they should stop, and there is no reason to, adding that this is the most he has ever communicated with the School Board.

Mr. Lenahan asked if Dr. Hester had a County vehicle. Mr. Parr noted that the Superintendent uses her own vehicle and receives mileage reimbursement. Mr. Lenahan suggested that she could drive one of the retired police vehicles. Mr. Parr explained that they used to have Ford Taurus or Chevy Malibu that was historically provided by the School Division for the Superintendent to drive. Ms. McGarry noted that Dr. Hester had a Taurus for a while, but it was then needed for student transportation.

III. OTHER BUSINESS (AS PRESENTED)

A Registrar's 2026 Officer of Election Compensation Schedule

(This item was discussed later in the meeting.)

B. Opposition to Mandatory Collective Bargaining Legislation (R2026-24)

Ms. McGarry reported that there are two bills that have passed the General Assembly that would eliminate the local option and impose a state-mandated collective bargaining framework that would be administrated by a public employee relations board at the state. She said this would shift authority away from locally elected officials and impose an unfunded mandate with significant fiscal and administrative consequences for local governments and taxpayers. She stated that they had received a draft resolution resolution from the Virginia Association of Counties (VACo) asking all localities to have their Boards adopt this resolution in opposition of the governor signing this into law.

Mr. Rutherford said this is going to really put the County in a bind, especially the school system, going into almost forced bargaining with a governing body that doesn't even have taxing authority. He said in his discussions, the question arose as to what happens if you simply can't fund it. He spoke in support of the resolution.

Mr. Rutherford **moved** to approve **Resolution R2026-24** as presented and forward it to their legislators and governor.

Mr. Parr **seconded** the motion, which passed unanimously (4–0) and the following resolution was adopted:

RESOLUTION R2026-24
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION OPPOSING MANDATORY COLLECTIVE BARGAINING LEGISLATION
(HB 1263 / SB 378)

WHEREAS, current Virginia law provides a local option allowing governing bodies to determine whether and how to engage in collective bargaining based on local fiscal capacity, workforce needs, and service priorities; and

WHEREAS, HB 1263 and SB 378 would eliminate this local option and impose a state-mandated, one-size-fits-all collective bargaining framework administered by a Public Employee Relations Board (PERB); and

WHEREAS, this legislation shifts authority away from locally elected officials and imposes an unfunded mandate with significant fiscal and administrative consequences for local governments and taxpayers; and

WHEREAS, Virginia's localities vary widely in population, resources, and service delivery models, and are best positioned to make decisions that reflect their unique circumstances; and

WHEREAS, mandatory collective bargaining as proposed would:

- Divert limited local resources from core services to new administrative and bargaining structures without dedicated funding;
- Eliminate local flexibility to align workforce decisions with budgets and service needs;
- Create unpredictable fiscal obligations through arbitration and expanded dispute resolution processes;
- Increase administrative burden, litigation risk, and long-term costs for local taxpayers; and

WHEREAS, local governments must maintain balanced budgets while continuing to provide essential services, including public safety, education, and infrastructure;

NOW, THEREFORE, BE IT RESOLVED, that the Nelson County Board of Supervisors strongly opposes HB 1263 and SB 378 and any legislation that mandates collective bargaining for local governments; and

BE IT FURTHER RESOLVED, that the Board urges the Governor and members of the Virginia General Assembly to preserve local authority over workforce and labor relations policies; and

BE IT FINALLY RESOLVED, that the Clerk of the Board shall transmit this resolution to the Governor and members of the Virginia General Assembly.

Mr. Lenahan asked if the nursing services line item is a contract price from Blue Ridge.

Ms. McGarry responded that she believes so, explaining that there is a difference because of the 3% versus 2% as previously discussed.

Recess

The Board recessed their meeting at 2:15 p.m. and reconvened at 2:27 p.m.

DSS Budget

Ms. McGarry reported that there is a VPA fund expenditures synopsis, which is very abbreviated, but she stated there is also a budget detail sheet that might be more helpful to examine when discussing DSS. She introduced Grace DeShong as the new DSS director, and Allison McGarry, the office services manager and budget guru. Ms. McGarry said Social Services is funded by local, federal, and state sources; federal funding accounts for approximately 48.77%, state funding for 31.65%, and local funding for 19.58%. She said in FY27, the total expenditure ask is $2,144,252, which was an increase from the projected FY26 budget of $33,017. She noted that there is an equivalent transfer from the General Fund in that same amount that goes to Social Services for their budget. She said her understanding is that the $33,017 is all related to a 2% projected salary increase as of July 1, 2026.

Mr. Rutherford asked who purchases the DSS vehicles.

Ms. Allison McGarry responded that DSS does, and they go wherever they can get the best deal. She said they have not requested additional funds to purchase vehicles and they work within the budget.

Mr. Rutherford commented that he doesn't see much deviation with the proposed budget; it's just a slight increase in salaries, FICA, retirement. He said this seems to be based on the state's 2%, but the Senate version has 3%. He asked if DSS would revise their request if the 3% were approved.

Ms. Allison McGarry responded that they would probably not, explaining that they put extra in their budget, and a lot of time there is enough turnover in staff and salaries to make up for any kind of fluctuations. She guessed that it had been since 2009 since they asked for additional funds outside of what the County had allocated.

Ms. McGarry stated that actual spending in fiscal years 2023, 2024, and 2025 was less than the $2 million requested, and she asked if DSS would be able to do with any less than the requested amount based on the historical expenditure trend.

Ms. Allison McGarry responded probably not, because they are close to fully staffed. She said there have been trends where they have been down multiple staff members, which has put them well below. She added that some of that budget piece reflects children in foster care; some of them are Title IV-E eligible for Title IV-E funding, some of them are not. She explained that Title IV-E funding is 100% federal, and they sometimes get

more of that in their budget than others times, and those items can change their budget total significantly—and they never know how that may play out. She noted that they receive about the same in local funds every year, frequently to pull down additional funds if necessary for the local match, but they return what they don't spend.

Mr. Rutherford asked how many children were in foster care.

Ms. Deshong responded that it is about 15.

Mr. Lenahan asked if the local source match is also indicative of the salary increases, the 2%.

Ms. McGarry said it includes their share of that salary.

Mr. Lenahan said that would be the 19.58%, so their share would be $6,464 versus $33,000.

Ms. Allison McGarry clarified that the $33,000 is the total increase, so it's 15.5% of that.

Mr. Parr asked about the foster care funding fluctuation, going from $86,000 to $7,000 to $50,000 to $384,000.

Ms. Allison McGarry explained that this reflected the Title IV-E funding and actually lumps several different budget line items together, whereas she has them all individualized in terms of what she uses on her side.

Mr. Rutherford commented that he is fine with this budget as proposed.

A Registrar's 2026 Officer of Election Compensation Schedule

Ms. McGarry stated that Jackie Harris was present to answer questions, explaining that the Board of Elections approved a new compensation schedule for 2026 for their Officers of Election. She said because this is local funding over and above what the state minimum is, the Board of Supervisors needs to approve this change, and staff included the 2025 compensation schedule for comparison; the 2026 sheet has a percentage on the right side that reflects the increase from 2025. She said Ms. Harris provided an estimate of the per-election increase related to increasing these rates, which is $10,100, assuming a standard November general election.

DRAFT

Nelson County Officers of Election

Compensation Schedule (2026)

ADOPTED 02/04/2026 – NELSON COUNTY ELECTORAL BOARD

Early Voting – Office

Early Voting Officer (varies)	$ 20.00 /Hourly Base Rate 1st year (Nelson annual salary adjustments apply)	33%

Election Day – Polling Place

Chief Officer	$ 325 /daily	30%
Asst. Chief Officer/Pollbook Officer	$ 300 /daily	33%
Others**	$ 275 /daily	37.5%
Pick-up/drop-off (*per trip*)*	$10.00 + mileage @ GA rate for furthest polling location: ($44.00/trip – 2026)	

*Chief Officers working outside their home precinct are paid the greater of actual mileage or above rate

**Officers of Election working outside their home precinct are paid mileage @ GA rate

CAP (Central Absentee Precinct)

Election Day

Chief Officer	$ 325 /daily	30%
All others	$ 275 /daily	22%
Preprocessing/Post-Election	$ 20.00 /Hourly Base Rate 1st year (Nelson annual salary adjustments apply)	33%
Mileage (actual)	$ X * $0.725 /(mileage @ GA rate)	

Training (all)

In-person	$ 100.00 /session	233%
Remote	$ 50.00 /session* *with proof of completion	67%

Nelson County Officers of Election

Compensation Schedule (2025)

Early Voting – Office

Early Voting Officer (varies)	$ 15.00 /Hourly Base Rate 1st year (Nelson annual salary adjustments apply)

Election Day – Polling Place

Chief Officer	$ 250 /daily
Asst. Chief Officer/Pollbook Officer	$ 225 /daily
Others**	$ 200 /daily
Pick-up/drop-off (*per trip*)*	$10.00 + mileage @ GA rate for furthest polling location: (47 mi) x ($0.70/mile) = $32.90 ($42.90)

*Chief Officers working outside their home precinct are paid the greater of actual mileage or above rate

**Officers of Election working outside their home precinct are paid mileage @ GA rate

CAP

Election Day

Chief Officer	$ 250 /daily
All others	$ 225 /daily
Preprocessing/Post-Election	$ 15.00 /Hourly Base Rate 1st year (Nelson annual salary adjustments apply)
Mileage (actual)	$ X * $0.70 /(mileage @ GA rate)

Training (all)

In-person	$ 30.00 /session
Remote	$ 30.00 /session* *with proof of completion

Ms. McGarry reported that the state minimum is very low and hasn't been changed in a long time; the language states, "The governing body of each county, city, or town shall pay its officers of election at least $75 for each full day's service rendered on each Election Day. In addition, the governing body shall pay each officer $10 and mileage at the rate payable to the members of the General Assembly for each time he delivers poll books and ballots to the polling place, and each time he delivers returns and ballots to the appropriate official after the polls close. Jurisdictions may increase the salary of the officers collecting and delivering materials by at least $10 and the equivalent of mileage expenses from the furthest polling place in the locality in lieu of calculating the mileage and extra pay required by this section." She said officers could waive compensation and serve as unpaid volunteer officers.

Ms. McGarry said that Ms. Harris provided some notes at the bottom of her original email transmitting these increases and says the reference to the $75 goes back 23 years to 2003, and Election Day is typically a 16-hour day at minimum. She reiterated that Ms. Harris was present to answer questions or provide any additional information the Board might need.

Mr. Rutherford asked if the 1% sales tax made it through, as that might necessitate a referendum. Ms. McGarry noted she was not sure.

Ms. Mawyer mentioned that they have some early voting happening, so this will affect the election people currently working now.

Mr. Rutherford asked if the hold harmless money for this election for the referendum made it through.

Ms. Harris responded that her understanding is that it's in the legislation but is not appropriated, and they have not yet set the parameters as to how they would divide it. She said they usually do a population base, but localities have asked them to rethink that given the fixed expenses across all jurisdictions—but that has not yet been finalized.

Dr. Ligon asked for Board input.

Mr. Rutherford said he had no issues with it, and it's hard enough to get volunteers to the polls.

Mr. Parr agreed and said these people work long, hard days.

Ms. Mawyer said the early voting people have been getting the increases, along with the rest of County staff, so most of them have been making about $16.23 an hour in the current year because they got a 3% from last year. She said the election day polling place people are paid in a different way and thus do not get the 3% increase. She stated that the minimum on the pay scale is currently $15.77 an hour, so any new person will be getting that, and most people working this year got that 3% and are at $16.23.

Ms. McGarry said her question is whether they should be included in the annual increase with other employees if they're just going to get an increase from the Board of Elections at a certain rate. She noted that the percentages here are just what the percentage increase is from the 2025 to the 2026 rates from the Electoral Board.

Mr. Rutherford commented that it's crazy how many more people are needed now in the last five years.

Ms. McGarry said her main issue is that the Electoral Board has adopted these rates yet it didn't come to the County with its intentions.

Mr. Lenahan asked what the projection is for what the April 21st election is going to cost the County.

Ms. Harris responded that they put in their supplemental rate of $56,000, but she thinks they will probably come in a little under that. She said that's about what they've been asking for non-general elections for a primary or a special election, so this is kind of unique.

Dr. Ligon commented that the more cantankerous stuff gets, the more special elections they are going to have.

Mr. Rutherford said the more referendums there would be—and normally, they would use these constitutional votes on Election Day, which would have a minimal impact on the cost because they are going to be there anyway.

Ms. McGarry asked if any of these costs are reimbursable by the state.

Ms. Harris responded that they expect at least partial reimbursement of these costs; they just haven't set the numbers yet. She said the increase in these rates will likely be covered by the state for the most part, specifically for this election—but in general, the state does not reimburse; it's an unfunded mandate for localities to run elections on behalf of the state. She said this was true other than a portion of her salary to the amount that is funded in the appropriations bill, which is usually in the 70% range, and the Electoral Board to the degree of appropriation.

Mr. Rutherford asked if the new numbers would apply into perpetuity.

Ms. Harris confirmed that they would.

Dr. Ligon said when the County does annual percentage increases, these are included.

Ms. Harris explained that this pertains only to the early voting staff, as everyone else is paid a flat rate; there's no increase to the officers of elections who serve on the polls on election day. She said only those working on early voting would go on the payroll, because there are multiple days.

Mr. Rutherford asked what the motion on this would be.

DRAFT

Ms. McGarry said it would be a motion to approve the 2026 compensation schedule adopted by the Nelson County Electoral Board on February 4, 2026.

Ms. Mawyer said they would also need to know if the annual salary adjustments still apply for the early voting officers.

Dr. Ligon said you want quality people running the election, but someone telling the Board how much they want to be paid is a prickly subject.

Mr. Rutherford **moved** to approve that rate as it was presented.

He said this wouldn't limit the Electoral Board from again making a compensation change even if they did the 2% to 3% increase.

Staff confirmed that the last time this was done was effective in 2023.

Mr. Rutherford said it would be helpful if the Electoral Board would give them some notice when they intend to make changes like this.

Mr. Parr **seconded** the motion.

Mr. Rutherford clarified that this reflected the rate schedule including the Nelson annual salary adjustments.

The motion **passed unanimously** (4–0).

IV. ADJOURN

At 2:56 p.m., Mr. Rutherford **moved** to adjourn the meeting and Mr. Parr **seconded** the motion, which passed unanimously (4-0) and the meeting adjourned.

DRAFT

III B

BOARD OF SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-80
NELSON COUNTY BOARD OF SUPERVISORS
AMENDMENT OF FISCAL YEAR 2026-2027 BUDGET
November 17, 2026

I. Appropriation of Funds (General Fund)

	Amount	Revenue Account (-)	Expenditure Account (+)
$	30,008.62	3-100-009999-0001	4-100-022010-5419
$	792.00	3-100-003303-0107	4-100-031020-1013
$	1,004.25	3-100-001401-0002	4-100-031020-7017
$	11,360.00	3-100-001901-0034	4-100-031020-3040
$	35.00	3-100-001899-0017	4-100-031020-5803
$	400.00	3-100-001899-0017	4-100-031020-5803
$	1,339.65	3-100-002404-0001	4-100-031020-5419
$	522.14	3-100-002404-0001	4-100-031020-5419
$	**45,461.66**		

Adopted: November 17, 2026

Attest: _____ , Clerk
Nelson County Board of Supervisors

EXPLANATION OF BUDGET AMENDMENT

I. **Appropriations are the addition of unbudgeted funds received or held by the County for use within the current fiscal year budget. These funds increase the budget bottom line. The General Fund Appropriations of $45,461.66** includes requests of **(1) $30,008.62** request to reappropriate unused FY26 Commonwealth Attorney's Asset Forfeiture funds for use in FY27; **(2) $792.00** appropriation requested for Sheriff's DEA Task Force Grant funding for September 2026; **(3) $1,004.25** appropriation requested for Sheriff's E-ticket revenue received in October 2026; **(4) $11,360.00** appropriation requested for Sheriff's FY27 Seven Stars Festival payment received for Overtime incurred assisting with festival during weekend of 10/8-10/12 ; **(5)(6) $35.00 and $400.00** appropriation requests for Sheriff's Fundraising Account funds received in October and November 2026; and **(7)(8) $1,339.65 and $522.14** appropriation requests for Sheriff's asset forfeiture funds received in FY27. ***The total appropriation request for this period is below the 1% of expenditure budget limit of $994,043.75 for November. Following approval of these expenditures, the balance of Non-Recurring Contingency will be $635,755.53. The balance of Recurring Contingency will be $1,046,246.50.***

Forfeited Asset Sharing Program (FASP) Annual Certification Report and Sharing Agreement

This Report must be submitted by September 30, 2026 For Fiscal Year 2026 ending on June 30, 2026

Name of Agency:	Nelson County Commonwealth's Attorney				
Contact Person:	Daniel Rutherford		Email:	drutherford@nelsoncounty.org	
Mailing Address:	PO Box 447		Lovingston	VA	22949
	(Street)		*(City)*		*(Zip Code)*
Phone #:	434-263-7010	Federal ID #:	54-6001441	Fax #:	434-263-7013

Summary of Asset Forfeiture Fund Activity

			Funds
1.	Beginning Asset Forfeiture Fund Balance ***Must agree to prior FY Annual Report's Ending Balance in line 10***	1	$30,008.62
2.	State Asset Forfeiture Funds Received from DCJS ***Must agree to total on Disbursal Amount Report***	2	$0.00
3.	State Asset Forfeiture Funds Received from DCJS as the Fiscal agent for a Task Force	3	$0.00
4.	Other Income (Transfers from other agencies) ***Attach itemized list***	4	$0.00
5.	Other Income (Auction Proceeds after one year, Forfeiture Proceeds under $500.00, etc.) ***Attach itemized list***	5	$0.00
6.	Interest Income Accrued ***Attach documentation***	6	$0.00
7.	Adjustment to Income that was not reported on a prior fiscal year Certification Report ***Attach explanation***	7	$0.00
8.	Total Asset Forfeiture Funds (total of lines 1-7) THIS ROW AUTO CALCULATES BY FORMULA	8	$30,008.62
9.	State Forfeiture Funds Spent (totals line L) DO NOT POPULATE - THIS ROW AUTO CALCULATES BY FORMULA	9	$0.00
10.	Asset Forfeiture Fund Balance. (This amount must be in agreement with the balance of the locality's Treasurer's accounts at the end of the fiscal year.) This row auto calculates by formula.	10	$30,008.62

Summary of Monies Spent: Keep invoices for your records and for audit purposes; *do not send to DCJS*.

a.	Total spent on salaries and contracted services (for details, see instructions) ***Attach itemized list***	a.	$0.00
b.	Total spent on informants and "buy money" ***Attach itemized list***	b.	$0.00
c.	Total spent on travel and training ***Attach itemized list***	c.	$0.00
d.	Total spent on communications, computers, and electronic surveillance equipment ***Attach itemized list***	d.	$0.00
e.	Total spent on firearms, weapons, body armor and protective equipment ***Attach itemized list***	e.	$0.00
f.	Total spent on matching grants ***Attach itemized list***	f.	$0.00
g.	Total spent on contributions to community-based organizations or expenditures to strengthen relationships ***Attach itemized list and***	g.	$0.00
h.	Total spent on buildings and improvements ***Attach itemized list***	h.	$0.00
i.	Total spent on other law enforcement expenses ***Attach itemized list***	i.	$0.00
j.	Total transfers to other law enforcement agencies ***Attach list of of recipients***	j.	$0.00
k.	Adjustment to Monies Spent that was not reported on a prior fiscal year Annual Certification Report ***Attach explanation***	k.	$0.00
l.	**Total of Monies Spent (totals equal line a-k) DO NOT POPULATE - THIS ROW AUTO CALCULATES BY FORMULA**	l.	$0.00

Supplemental Information

1.	Total forfeited amounts sent to the Virginia Literary Fund	1	$0.00
2.	Total forfeited amounts received from the Federal Equitable Sharing Program ***See instructions for details***	2	$0.00

Certification

The undersigned certifies that the information on this report is an accurate account of funds received and spent by the law enforcement agency during this reporting period. The undersigned certifies that all monies received have been deposited and accounted for consistent with applicable state laws, FASP regulations, and court orders, and that all property transferred and all proceeds have been used to promote law enforcement and have not supplanted existing funds.

Erik Laub	8/5/2026	Candice McGarry	8/5/2026
Name (Print or Type Above)	***Date***	***Name (Print or Type Above)***	***Date***
Law Enforcement Agency Head Title	Deputy Commonwealth's Attorney	***Governing Body Head Title***	County Administrator
Signature		***Signature***	Candice W. McGarry
Neely Hull	8/5/2026	Erik Laub	08/20/26
Name (Print or Type Above)	***Date***	***Optional Name (Print or Type Above)***	***Date***
Treasurer	Treasurer		***Title*** Deputy CA
Neely Hull			
Signature		***Signature***	

Grace Mawyer

From: Neely Hull
Sent: Monday, October 26, 2026 10:15 AM
To: Sandy Neblett; Holly Henderson
Cc: Grace Mawyer
Subject: RE: DEA reimbursement amount $792.00

OCT 23 2026

015 TREAS 310/MISC PAY RMR*IV*0724202[redacted]PI*792.00\ NELSON CO

546001441151100

Amount: seven hundred ninety two dollars $792.00

DEATF

From: Neely Hull
Sent: Friday, October 2, 2026 8:28 AM
To: Sandy Neblett <sneblett@nelsoncounty.org>; Holly Henderson <hhenderson@nelsoncounty.org>
Cc: Grace Mawyer <gmawyer@nelsoncounty.org>
Subject: RE: DEA reimbursement amount $792.00

Will do

From: Sandy Neblett <sneblett@nelsoncounty.org>
Sent: Thursday, October 1, 2026 3:09 PM
To: Neely Hull <nhull@nelsoncounty.org>; Holly Henderson <hhenderson@nelsoncounty.org>
Cc: Grace Mawyer <gmawyer@nelsoncounty.org>
Subject: DEA reimbursement amount $792.00

Neely/Holly-

I submitted a reimbursement request to the DEA today in the amount of $792.00 for September. Please let Grace and I know once the funds are received.

Thanks

Sandy Neblett
Nelson County
Finance and HR Specialist
Payroll/Benefits Administrator

BOARD OF SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

September 30, 2026

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

From: County of Nelson
PO Box 336
Lovingston, VA 22949

Subject: Overtime Reimbursement for period ending August 20, 2026

Invoice number: 0724202[redacted]

In accordance with the current State/Local Task Force agreement, the Nelson County Sheriff's Office hereby requests reimbursement of $792.00 for overtime incurred from 07/24/2026 to 8/20/2026 for the below listed law enforcement personnel from the County of Nelson Sheriff's Office. The officer received payment for these hours on 9/30/2026. Federal ID# 54-6001441.

Officer's Name[redacted]worked 20 Overtime hours at a rate of $39.60 an hour totaling $792.00.

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

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

Certified: _____ _____
Resident Agent in Charge — Date

Certified: _____ 10/01/26
Sheriff of County of Nelson — Date

Certified: Sandra Nebletts 9/30/26
Payroll Verification — Date

FASBU011

NELSON CIRCUIT COURT
LOCAL REVENUE AND COMMISSION REPORT
PREPARED: 10/30/26

LOCAL REVENUE COLLECTED LESS EARNED CLERK COMMISSIONS

CODE	DESCRIPTION		CURRENT	- COMMISSION	EQUALS NET
LOCAL REVENUES - 200 SERIES					
201	COUNTY OF NELSON FINE/FORFT FINE		31,364.16	1,568.21	29,795.95
203	COMWLTH ATTY FEE Atty		120.31	6.02	114.29
206	SHERIFF FEES sshf		216.81	10.84	205.97
212	TRANSFER FEES trfe		134.00	13.40	120.60
213	COUNTY GRANTEE TAX rctx		32,253.90	1,612.70	30,641.20
219	LAW LIBRARY LLF		52.00	2.60	49.40
220	GRANTOR TAX rctx		12,487.50	624.38	11,863.12
228	CHCF Const		21.65	1.08	20.57
229	COUNTY OF NELSON CHMF Chmf		45.62	2.28	43.34
234	JAIL ADMISSION FEE Jadm		25.00	1.25	23.75
236	DOC. REPRO. COSTS		925.00	46.25	878.75
237	MISC. - LOCAL COSTS Jher		735.00	36.75	698.25
241	E-SUMMONS FEE esum		15.00	0.75	14.25
242	COUNTY OF NELSON INTEREST Fine		88.81	4.44	84.37
244	COUNTY OF NELSON CHSF chsec		92.52	4.63	87.89
249	RESERVED post		13.94	0.70	13.24
		SUB TOTAL:	78,591.22	3,936.28	74,654.94

TRANSMIT TOTAL (REVENUES LESS COMMSSIONS AND 236 REVENUES: 73,776.19

* NOTE: 17.1-289 COMMISSION IS 10% ON TRANSFER FEES AND 5% ON ALL OTHER REVENUES
* NOTE: CODE 236 (DOC. REPRO. COSTS) IS PAID TO LOCALITY ON SEPARATE CHECK

CLERK COMMISSIONS EARNED ON LOCAL REVENUES

CODE	DESCRIPTION		CURRENT	+ COMMISSION	EQUALS NET
CLERK'S FEES/COMMISSIONS - 300 SERIES					
315	MISCELLANEOUS CLERK FEES AND COMMISSIONS		81.00	1,699.20	1,780.20
318	COMN. LOCAL RECORDATION TAX (213, 214)		0.00	1,612.70	1,612.70
319	COMN. LOCAL PROBATE TAX (215, 216)		0.00	0.00	0.00
320	COMP. LOCAL SHARE (220, 223, 224, 226)		0.00	624.38	624.38
		SUB TOTAL:	81.00	3,936.28	4,017.28

TOTAL COMMISSIONS EARNED ON LOCAL REVENUES: 3,936.28



FASBU011

NELSON GEN DISTRICT COURT
TRANSMITTAL OF DISTRICT COURT COLLECTIONS
PREPARED: 10/30/26

COLLECTIONS FOR: OCTOBER, 2026 FIPS CODE: 125G

CODE	DESCRIPTION		
206	SHERIFF FEES	338.00	SSHF
217	CT APPT ATTY	38.26	ATTYFe
219	LAW LIBRARY	248.00	LLLF
228	CHCF	967.15	Const
229	CHMF	513.68	CHMF
233	BLOOD TEST/DNA FEE	30.00	FINE
241	E-SUMMONS FEE	980.00	ESum
2X0	COMM E-SUMMONS	85.00	FINE
244	CHSF	5,242.05	CHSEC
	LOCALITY 1 TOTAL		8,442.14

TOTAL LOCAL REMITTANCE TO TREASURER: 8,442.14

NELSON COUNTY GENERAL DISTRICT COURT 4812

Check issued to : LOCAL TREASURER
Check issued on : NOVEMBER 02, 2026
Check Amount : 8,442.14
EIGHT THOUSAND FOUR HUNDRED FORTY-TWO AND 14/100**********
This check issued for the following reason:
REMIT DISTRICT COURT COLLECTIONS TO THE LOCAL TREASURER
Memorandum data: LOCAL COLLECTIONS
: BALANCES AS OF 10/30/2026
:

LOCAL TREASURER
N/A
N/A
N/A, XX 00000-0000

TO REORDER VISIT US AT: www.AbcCheckPrinting.com

tr# 34635
HH1

THIS COPY TO TREASURER

FORM DC-14 (07/15)

FASBU011

NELSON COUNTY JUVENILE & DOMESTIC RELATIONS DISTRICT COURT
TRANSMITTAL OF DISTRICT COURT COLLECTIONS
PREPARED: 10/30/26

COLLECTIONS FOR: OCTOBER, 2026 FIPS CODE: 125J

CODE	DESCRIPTION		
206	SHERIFF FEES sshf	12.00	
228	CHCF courthf	6.00	
229	CHMF chmf	4.71	
241	E-SUMMONS FEE esum	10.00	
244	CHSF chsec	40.00	
	LOCALITY 1 TOTAL		72.71

TOTAL LOCAL REMITTANCE TO TREASURER: 72.71

PAID
NOV 02 2026
NEELY HULL
TREASURER
NELSON COUNTY

THIS COPY TO TREASURER

FORM DC-14 (07/15)

100X LLC
Two Logan Square
Suite 550
Philadelphia, PA 19103

000964

Payment attached

$11,360.00

Oct 15, 2026

Nelson County Sheriff's Office
Attn Grace Mawye PO Box 336
Lovingston, VA, 22949-0336

000984-0000

Memo:
INVOICE #Nelson26 (100X LLC)

Sent via Ramp Payments Corporation

SEVSTA
Remainder of amount due
3-100-1901-0034
4-100-31020-3040

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE VOID IS VISIBLE.

100X LLC
Two Logan Square
Suite 550
Philadelphia, PA 19103

First Internet Bank of Indiana
Fishers, IN

62171325
Issued on: 10/15/2026

PAY
Eleven thousand, three hundred and sixty and 00/100 dollars

$11,360.00

Security features. Details on back.

TO THE ORDER OF
Nelson County Sheriff's Office
Attn: Grace Mawye PO Box 336
Lovingston, VA 22949

Issued by Ramp Payments Corp.

Memo: INVOICE #Nelson26 (100X LLC)

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

Company No: 001 Account Number: 3100 1899 17 Period:
Date:11/13/26 Sheriff's Fundraising Account Time: 1349

Budget Amount	Year To Date	Encumbrances	Balance
$340.31-	$775.31-	$.00	$435.00

Date	Source		Reference Number	PO#	Amount	Period	Description
07062026	CS	1	20260706		$276.91-	202607	-TREASURER CASH REPORT-
07102026	CS	1	20260710		$20.00-	202607	-TREASURER CASH REPORT-
07212026	CS	1	20260721		$27.20-	202607	-TREASURER CASH REPORT-
08052026	CS	1	20260805		$16.20-	202608	-TREASURER CASH REPORT-
********			G/L Year-To-Date-		$340.31-		
********			Encumbrance-				
********			A/P Holding File-				
********			P/R Holding File-				
********			U/T Holding File-				
10222026	CS	1	20261022		$35.00-	202610	-TREASURER CASH REPORT-
11102026	CS	1	20261110		$400.00-	202611	-TREASURER CASH REPORT-
********			A/R Holding File-		$435.00-		
********			G/L Holding File-				
********			S/S Holding File-				
********			INV Holding File-				
08112026	BS	1	0000461		$324.11-	202608	FY27 SHERIFF FUNDRAISING 05346
09152026	BS	1	0000463		$16.20-	202609	FY27 SHERIFF FUNDRAISING 05369
********			Budget Amount-		$340.31-		

3-100-1899-0017
4-100-31020-5803

Grace Mawyer

From: Taylor Martin
Sent: Tuesday, July 28, 2026 1:52 PM
To: Grace Mawyer; Neely Hull
Subject: FW: Shr pmt for $1,339.65 to Nelson County Sheriff's Office has been paid. (ES010)
Attachments: DEA Sharing GZ-22-0081

Grace and Neely,

Please see the below emails regarding another DEA deposit that has been issued. If you have any questions, please let me know.

Thanks,
Taylor

Taylor Martin
Evidence Technician
Nelson County Sheriff's Office
P.O. Box 36 | 84 Courthouse Square
Lovingston, Virginia 22949
(434) 263-7054

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From: Harris, Brandi S [mailto:Brandi.S.Harris@dea.gov]
Sent: Tuesday, July 28, 2026 10:33 AM
To: Taylor Martin <tmartin@nelsoncounty.org>
Subject: RE: Shr pmt for $1,339.65 to Nelson County Sheriff's Office has been paid. (ES010)

Hi Taylor,

This is correct. This was an asset from the [redacted] case (GZ-22-0081)-. It was judicial and listed in an indictment, so they are processed a little differently. I attached the original sharing email. But I'm glad that you all were able to receive the payment, that means the others we talked about last time should be coming through soon.

From: Taylor Martin <tmartin@nelsoncounty.org>
Sent: Tuesday, July 28, 2026 10:05 AM
To: Harris, Brandi S <Brandi.S.Harris@dea.gov>
Subject: [EXTERNAL] FW: Shr pmt for $1,339.65 to Nelson County Sheriff's Office has been paid. (ES010)

Good Morning Brandi,

I hope you're doing well! I wanted to reach out regarding the email below that I received this morning. I am not familiar with this asset ID – I don't have a record of it and it's not showing in the eShare Portal either. I just wanted to see if you'd be able to give me any further information on this or just to see if I received this in error. As always, I appreciate your time and assistance.

Respectfully,

Taylor Martin
Evidence Technician
Nelson County Sheriff's Office
P.O. Box 36 | 84 Courthouse Square
Lovingston, Virginia 22949
(434) 263-7054

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From: Asset Forfeiture Programs - eNotes Messaging Service [mailto:CATS.HelpDesk@usdoj.gov]
Sent: Tuesday, July 28, 2026 8:12 AM
Subject: Shr pmt for $1,339.65 to Nelson County Sheriff's Office has been paid. (ES010)

AFP wishes to alert you that CATS changes identified in the subject line have been made to the Asset data on 07/28/2026 at 8:09 AM.

Asset ID: 22-DEA-716498 Case No:

Changed By: USMS

If you have any questions and/or concerns regarding this email, please contact the CATS Customer Service Center at 202-616-2287 or CATS.HelpDesk@usdoj.gov.

Department of Criminal Justice Services 1100 Bank Street - 12th Floor Richmond, VA 23219		Asset Forfeiture Proceeds

Disbursements for: 10/15/2026 through 10/15/2026

Date to Finance	DCJS Seizure No	Asset Description	Value	Disbursal Amt	Voucher No
County of Nelson					
Nelson County Sheriff's Office				FDRG	
10/15/2026	26-FS05601 [redacted]	US Currency	$3,917.00	$522.14	14428
			Subtotal:	$522.14	3-100-2404-0001 4-100-31020-5419
			Total:	$522.14	

BOARD OF SUPERVISORS

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Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-81
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF PROPERTY TAX REFUNDS

RESOLVED, by the Nelson County Board of Supervisors that the following refunds, as certified by the Nelson County Commissioner of Revenue and County Attorney pursuant to §58.1-3219.5 of the Code of Virginia, be and hereby are approved for payment.

Amount	Tax Category	Payee
$6,666.96	Real Property	Marvin E. Smith 2339 Wilson Hill Road Arrington, VA 22922
$3,208.31	Real Property	Williams E. Irving 1407 Phoenix Road Arrington, VA 22922

Approved: November 17, 2026

Attest:_____,Clerk
Nelson County Board of Supervisors

COUNTY OF NELSON
Kimberly Taylor Goff
COMMISSIONER OF REVENUE
P.O.BOX 246
LOVINGSTON, VA 22949

Telephone 434-263-7070
Fax 434-263-7074
October 14,2026

Jessica Ligon, Chair
Nelson County Board of Supervisors
P.O. Box 336
Lovingston, VA 22949

Dear Ms. Ligon,

This letter shall serve as a written request for a refund of $6666.96 to be issued to Marvin E. Smith 2339 Wilson Hill Road Arrington, Virginia 22922. This refund is for the Disabled Veterans Tax Exemption for 2019,2020,2021,2022,2023,2024,2025 and the first half of 2026 for real estate taxes paid.

Tax Map #77 A 56B
2339 Wilson Hill Road
Arrington, VA 22922

Sincerely,
Kimberly T. Goff
Commissioner of Revenue

The undersigned has reviewed this request of the Commissioner and consents to the refund requested above.

Phillip B. Payne IV
County Attorney

COUNTY OF NELSON
Kimberly Taylor Goff
COMMISSIONER OF REVENUE
P.O.BOX 246
LOVINGSTON, VA 22949

Telephone 434-263-7070
Fax 434-263-7074
October 27, 2026

Jessica Ligon, Chair
Nelson County Board of Supervisors
P.O.Box 336
Lovingston, Virginia 22949

Dear Ms. Ligon,

This letter shall serve as a written request for a refund of $3208.31 to be issued to Williams E. Irving 1407 Phoenix Road Arrington, Virginia 22922.This refund is for the Disabled Veterans Tax Exemption for August, September, October, November and December of 2023. It also includes all of 2024, 2025 and the ~~second~~ first half of 2026 for real estate taxes paid. KTG

Tax Map #86 2 1
1407 Phoenix Road
Arrington, Virginia 22922

Sincerely,
Kimberly T Goff
Kimberly T. Goff
Commissioner of Revenue

The undersigned has reviewed this request of the Commissioner and consents to the refund requested above.

Phillip D. Payne IV
County Attorney

BOARD OF SUPERVISORS

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Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-82
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF THE COUNTY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST ALBERTSONS, AND DIRECTING THE COUNTY ATTORNEY AND/OR THE COUNTY'S OUTSIDE COUNSEL TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENT

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

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

WHEREAS, a settlement proposal has been negotiated that will cause Albertsons, as defined in the Albertsons Settlement Agreement, to pay approximately $749.5 million dollars nationwide to resolve opioid-related claims against it; and

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

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

NOW THEREFORE BE IT RESOLVED that the Nelson County Board of Supervisors, this 17th day of November, 2026, approves of the County's participation in the proposed settlement of opioid-related claims against Albertsons, and directs the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against Albertsons.

Approved: November 17, 2026

Attest:_____,Clerk
Nelson County Board of Supervisors

III E

BOARD OF
SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

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South District

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County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-83
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION VALIDATING EXECUTED
AGREEMENT TO RESOLVE THE REGION 2000 LANDFILL LITIGATION

WHEREAS, On August 11, 2026 the Board of Supervisors approved Resolution R2026-70 directing staff to execute the Region 2000 Landfill Agreement to resolve the Region 2000 landfill litigation; and

WHEREAS, the Board's approval of said "Settlement Agreement" would be effective with final resolution between Appomattox County and Campbell County via their signed "Settlement Agreement" by August 31, 2026; and

WHEREAS, due to extenuating circumstances, final resolution between Appomattox County and Campbell County via signed "Settlement Agreement" was achieved on November 5, 2026; and

WHEREAS, the Board wishes to affirm that its primary "Settlement Agreement" approval conditions have now been met,

NOW, THEREFORE BE IT RESOLVED, the Nelson County Board of Supervisors does hereby confirm the validity of its "Settlement Agreement" with Campbell County that was duly authorized and executed on August 11, 2026.

Adopted: November 17, 2026

Attest: _____, Clerk
Nelson County Board of Supervisors

BOARD OF
SUPERVISORS

ERNIE Q. REED
Central District

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East District

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DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-70
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION DIRECTING STAFF TO EXECUTE
AGREEMENT TO RESOLVE THE REGION 2000 LANDFILL LITIGATION

WHEREAS, Campbell County and the City of Lynchburg instituted that certain lawsuit styled as County of Campbell & City of Lynchburg v. Region 2000 Services Authority, et al., Campbell Circuit Court Case No. CL20002216-00; and

WHEREAS, Nelson County and Appomattox County instituted that certain lawsuit styled as County of Nelson & County of Appomattox v. Region 2000 Services Authority, et al., Nelson Circuit Court Case No. CL22000180-00, which was transferred to be heard in the Campbell County Circuit Court; and

WHEREAS, the parties to said lawsuit have conferred through legal counsel and Region 2000 Services Authority Board representatives concerning the resolution of the issues raised in both lawsuits; and

WHEREAS, a framework which resolves all issues in both lawsuits and the future of waste disposal for Nelson County has been devised, and which proposal the Nelson County Board of Supervisors deems appropriate and in the best interest of the County; and

WHEREAS, a settlement agreement (hereinafter the "Settlement Agreement") attached contains the material drafted by agreement of all parties following review by the County Attorney for Nelson County and by the County Attorney for Campbell County; and

WHEREAS, the enforcement of the "Settlement Agreement" is conditioned upon the result of the Region 2000 Regional Landfill – Livestock Road Facility Lateral Expansion dated July 29, 2024 (Expansion Proposal) and if granted, the time allowed for contesting has elapsed or if contested, concludes successfully for Campbell County.

NOW, THEREFORE BE IT RESOLVED, the Nelson County Board of Supervisors does hereby direct the County Administrator to execute the attached "Settlement Agreement", releases, and other legal documents to effectuate the purposes herein described, and

BE IT FURTHER RESOLVED, this executed "Settlement Agreement" will be considered null and void if final resolution between Appomattox County and Campbell County via signed Settlement Agreement is not achieved by August 31, 2026.

Approved: August 11, 2026 Attest: Candice W. McGarry, Clerk
Nelson County Board of Supervisors

On motion of Board member Jesse N. Rutherford to adopt the Resolution and carried by the following recorded vote:

Ayes: 5

Nays: 0

Absent: 0

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Settlement Agreement") is made this 8th day of May, 2026 by and between the **COUNTY OF NELSON, VIRGINIA, a Political Subdivision of the Commonwealth of Virginia** ("Nelson") and the **COUNTY OF CAMPBELL, VIRGINIA, a Political Subdivision of the Commonwealth of Virginia** ("Campbell"); collectively, the "Parties."

RECITALS

A. The City of Lynchburg ("Lynchburg"), and the Counties of Appomattox ("Appomattox"), Campbell, and Nelson formed the Region 2000 Services Authority (the "Authority") to collectively manage the collective municipal solid waste needs of the localities, and executed a Member Use Agreement as well as a First Amendment to the Member Use Agreement (collectively the "MUA") to control and guide the management and use of the facilities of the Authority.

B. Dispute has arisen concerning the payment of funds designated as "Excess Revenue" under the MUA, and about the payment of funds pursuant to a certain set of Fiscal Policy Guidelines adopted by the Authority on June 17, 2015 ("Financial Policy")

C. In furtherance of the resolution of the dispute concerning the Excess Revenues, Campbell and Lynchburg instituted that certain lawsuit filed and pending in the Campbell County Circuit Court as Case No. CL20002216-00 ("Campbell Lawsuit").

D. In furtherance of the resolution of the dispute concerning the Financial Policy, Nelson and Appomattox instituted that certain lawsuit filed in the Nelson County Circuit Court as Case No. CL22000180-00 and now pending in the Campbell County Circuit Court collectively with Case No. CL20002216-00 ("Nelson Lawsuit").

E. In furtherance of providing a framework within which the issues of the various lawsuits and disputes may be resolved, there has also been proposed a certain expansion of the facilities of the Authority pursuant to that certain document entitled "Region 2000 Regional Landfill – Livestock Road Facility Lateral Expansion" dated July 29, 2024 ("Expansion Proposal");

F. The Parties desire to enter into this Settlement Agreement in order to resolve the issues related to the Campbell Lawsuit, the Nelson Lawsuit, the Expansion Proposal, the MUA and any other matters between them which exist as of the date of this Settlement Agreement.

NOW, THEREFORE, WITNESSETH: for and in consideration of the foregoing and of the mutual agreements, promises, covenants, and general release set forth below, the sufficiency of which is mutually agreed, and for and in consideration of the terms set forth below, the Parties

agree as follows:

1. **Consideration of the Region 2000 Regional Landfill – Livestock Road Facility Lateral Expansion Proposal.** The currently constituted Board of the Authority is expected to make application to the Community Development office of Campbell County for a rezoning and special use permit for an expansion of the Livestock Road Landfill owned and operated by the Authority ("Landfill") on such land use-related terms as are stated in the Expansion Proposal. The Campbell County government shall take all such steps as are required to lawfully consider the Expansion Proposal. If following the required processes, including all public hearings, the Campbell Board of Supervisors votes affirmatively to grant the rezoning and special use permit on such land use-related terms as are stated in the Expansion Proposal ("Rezoning"), and the time for contesting such decisions has elapsed, or if contested, having been concluded successfully for Campbell County, the Parties shall commence to take such actions as are required by Paragraphs 3 through 8 of this Settlement Agreement. The Parties specifically agree that the provisions of the remainder of this Settlement Agreement are conditioned specifically upon the provisions of this Paragraph. If the provisions of this Paragraph are met, meaning the Campbell Board of Supervisors votes affirmatively to grant the Rezoning, the Parties shall be bound fully to the terms of this Settlement Agreement. If the provisions of this Paragraph are not met, meaning the Campbell Board of Supervisors does not vote affirmatively to grant the Rezoning, this Settlement Agreement shall automatically terminate, shall be of no further effect, and shall not be admissible as evidence in either the Nelson Lawsuit or the Campbell Lawsuit, or both. Assuming Campbell votes affirmatively to grant the Rezoning, it shall also file whatever documents may be necessary to state to the Virginia Department of Environmental Quality that Campbell has no objections to the expansion of the Landfill.

2. **Joint Settlement Proposals Expected.** Campbell is, at the same time as it negotiates this current Settlement Agreement with Nelson, negotiating similar agreements with Appomattox and Lynchburg. Nelson agrees and accepts that it is not a party to nor signatory on those collateral agreements, and understands that Nelson shall have no rights under those agreements. Nelson recognizes that the counterpart agreements entered into with the other parties to the lawsuits are expected to be executed prior to the final hearing on the Rezoning, and that each agreement is inter-dependent such that the failure to reach an acceptable agreement with all parties to the lawsuit will result in the termination of this Settlement Agreement.

3. **Withdrawal of City of Lynchburg, Nelson County, and Appomattox County.** Appomattox, Campbell, Nelson, and Lynchburg shall each enact a resolution requesting and effecting the withdrawal of Lynchburg, Appomattox, and Nelson as Member Jurisdictions of the Authority and effecting the withdrawal of such jurisdiction's Authority Board members from the Authority's Board within thirty (30) days of (i) the issuance of a valid zoning permit for the expansion of the Landfill pursuant to the Rezoning, and (ii) the successful conclusion of litigation contesting the foregoing conclusion, following the action taken by Campbell pursuant to the terms of Paragraph 1. Said resolutions shall also direct the representative of each jurisdiction's Authority Board Member to call a meeting of the Region 2000 Services Authority's Board directing such Member to attend and to vote affirmatively to adopt amended Articles and Bylaws substantially in the form of the documents attached as Exhibits "A" and "B", with the effect that the Campbell County Board of Supervisors Members shall become the seven Members of the Authority's Board immediately upon acceptance of the resolutions of withdrawal by the Virginia State Corporation

Commission. Further, upon the acceptance of said resolutions of withdrawal by the Virginia State Corporation Commission, which acceptance all parties jointly agree to pursue in good faith, the following terms shall take effect, as of the effective date of said acceptance:

a. Lynchburg, Appomattox, and Nelson shall have no right, title or interest in the management, control, or ownership of the Authority or its property.

b. Except as otherwise stated herein, and to the extent allowed by applicable law, all liabilities, including all debt, as well as closure and post-closure liabilities, connected to the Authority, shall become the responsibility of the Authority, and Nelson shall be held harmless for any liabilities of the Authority.

c. Campbell shall assume full responsibility for the management, operation, funding, and support of the Authority.

d. Nelson shall be allowed, but not required, to haul all acceptable waste (as that term is defined in the Authority's governing documents) generated within Nelson to the Landfill from the date of the execution of this Settlement Agreement until the opening of the new landfill cells contemplated by the Expansion Proposal. Prior to the opening of the new landfill cells contemplated by the Expansion Proposal, Nelson shall pay the same tonnage rates paid by Campbell, which shall be calculated under the FY2026 Region 2000 Services Authority Pro Forma Budget developed and adopted by the Authority, or in the pro forma amount recommended by a qualified third party consultant chosen by Campbell, the increase in which shall not exceed the FY2026 Region 2000 Services Authority Pro Forma Budget by more than the annual increase in the Chained CPI-U, as it is published from time to time;

e. Nelson shall be recognized as a preferred hauler to the Authority's Landfill, and shall be charged a rate not to exceed 120% of the tonnage rate charged to Campbell (the "Cost of Service Rate") from the opening of the new landfill cells contemplated by the Expansion Proposal until December 31, 2053 or the date of the closure of the Landfill contemplated by the Expansion Proposal, whichever is later. If events beyond the control of any party make the Landfill unusable prior to December 31, 2053, Campbell shall be relieved of its obligations hereunder this subparagraph 3.e. Upon the opening of the new landfill cells contemplated by the Expansion Proposal, the Cost of Service shall be calculated as shown in the attached Exhibit "C".

4. **Payment to Nelson.** At the first meeting of the Board of the Authority following the date of the acceptance of the withdrawal of Lynchburg, Appomattox, and Nelson from Authority Membership by the State Corporation Commission, the re-constituted Authority Board shall consider and affirmatively vote to distribute the sum of $250,000.00 to Nelson.

5. **Application for DEQ Approval.** The Parties shall take all actions to seek Virginia Department of Environmental Quality ("DEQ") approval of the expansion as outlined in the Expansion Proposal as soon as reasonably practicable. The parties agree to seek approval in good faith, and each party shall provide all information and take all such reasonable and lawful actions as may be required to satisfy DEQ requirements for permitting the Landfill described in the

Expansion Proposal.

6. **Application for Solid Waste Management Plan Approval.** The parties shall take all actions to seek DEQ approval of an amended Solid Waste Management Plan documenting the change in Authority management as soon as is reasonably practicable. The parties agree to seek approval in good faith, and each party shall provide all information and take all such reasonable and lawful actions as may be required to satisfy DEQ requirements. To the extent that the parties seek a joint Solid Waste Management Plan, the costs of said application shall be shared.

7. **Asset Management.** Prior to the date of DEQ approval of the Expansion Proposal as outlined in paragraph 5, all assets of the Authority shall only be applied to the purpose of the operation, management, and maintenance of the landfills managed by the Authority, which shall include all costs reasonably necessary to seek the DEQ permit and related tasks. In default of the approval by DEQ of the Expansion Proposal, all assets of the Authority shall only be applied to the expenses listed in the previous sentence or to closure/post-closure expenses of the Authority. The provisions of this paragraph shall apply regardless of whether the Authority is under the active management of all four current member localities or under the sole management of Campbell.

8. **Dismissal of Lawsuits**. Within thirty (30) days of the acceptance of the withdrawal of Lynchburg, Appomattox and Nelson from Authority Membership by the State Corporation Commission, the Parties shall take all action needed to mutually dismiss the Campbell Lawsuit and the Nelson Lawsuit, and all claims therein in either case, *with prejudice*.

9. **General Mutual Release**. Upon execution hereof, and upon confirmation of receipt of all payments, and contemplated consideration as stated herein, and except for the right to enforce the terms and provisions of this Settlement Agreement, the Parties, individually and on behalf of all of their heirs, personal representatives, estates, survivors, descendants, insurers, attorneys, administrators, successors, lienholders, and assignees, hereby fully and finally release, acquit, and forever discharge one another from and against any and all claims, demands, liabilities, damages, actions, or causes of action of any kind and every nature whatsoever which either has, or has ever had, or ever will have, whether known or unknown at the date of this Settlement Agreement, resulted from, arose out of, or connected with, directly or indirectly, and related to the creation, operation, or management of the Authority or any of the properties or facilities owned and or operated by the Authority, including any matters set forth or which could have been set forth in the Campbell Lawsuit or the Nelson Lawsuit, or both.

10. **Unknown Acts**. It is expressly understood and agreed by the Parties that this Settlement Agreement and the General Mutual Release set forth above is intended to and, save for what may be stated in the amended governing documents of the Authority, covers any and all losses, injuries, damages, demands, liabilities, and claims of every kind and nature whatsoever related to the creation, operation, or management of the Authority or any of the properties or facilities owned or operated by the Authority, and which were caused by the Parties or any of the Parties' agents, successors, assignees, insurers, attorneys, and any persons or entities possibly responsible to the Parties claiming by or through the rights of the Parties, whether direct or indirect, known or unknown, suspected or unsuspected, by the Parties. The Parties acknowledge that any of them may hereafter discover facts different from, or in addition to, those which are now known to be or believed to be true with respect to the matters set forth herein, and each Party agrees that

this Settlement Agreement and the General Mutual Release contained herein shall be and remain effective in all respects, notwithstanding such different or additional facts and the subsequent discovery thereof, forever.

11. Costs: Each of the Parties will pay for all their own respective costs, expenses and attorney's fees which were incurred by each in reaching this settlement, which may be incurred in the future in order to carry out the terms of this Settlement Agreement, and in relation to the Campbell Lawsuit and Nelson Lawsuit, except as otherwise expressly provided for in this Settlement Agreement.

12. No Representations. The Parties each admit that no statement of fact or opinion has been made by any other person or entity to induce execution of this Settlement Agreement, other than as expressly set forth in this Settlement Agreement, and that this Settlement Agreement is executed freely and upon advice of counsel.

13. Warrant of Capacity to Execute This Settlement Agreement. The Parties each represent and warrant that:

a. Each has the right and authority to execute this Settlement Agreement and to receive the considerations specified in it;

b. No other person or entity has or will have any interest in the claims, demands, obligations and causes of action referred to in this Settlement Agreement;

c. None have sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations and causes of action referred to in this Settlement Agreement; and

d. There are no other persons or entities who now have or may hereafter acquire the rights of the Parties to proceed against any other of the Parties on any action, claim, demand, cause of action or controversy arising out of or relating in any manner whatsoever to the documents at question herein and any of the claims, demands, obligations and causes of action referred to in this Settlement Agreement.

14. Binding Effect. This Settlement Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, purchasers, assigns, heirs and survivors.

15. Complete Agreement. This Settlement Agreement constitutes and represents the entire agreement and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties and understandings of the Parties with regard to the Authority or any of the properties or facilities owned and/or operated by the Authority and the subject matter set forth within this Settlement Agreement.

16. Supplements, Modifications, Amendments, and Waiver. No supplement, modification, or amendment of this Settlement Agreement shall be binding unless executed in writing by all of the Parties. No waiver of any provisions of this Settlement Agreement shall be deemed to or constitute a waiver of any other provision, whether similar or not similar; nor shall

any waiver constitute a continuing waiver. No waiver shall be binding unless set forth in writing signed by the Party making the waiver.

17. **Severability**. If any provision of this Settlement Agreement is held to be invalid or unenforceable on any occasion or in any circumstance, such holding shall not be deemed to render this Settlement Agreement invalid or unenforceable, and to that extent the provisions of this Settlement Agreement are severable; provided, however, that this provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable to one or more of the Parties.

18. **Interpretation and Construction**. Should any provision of this Settlement Agreement require interpretation or construction, this Settlement Agreement shall be interpreted and construed according to the laws of the Commonwealth of Virginia, but this Settlement Agreement will not be construed against any of the Parties, irrespective of who may have drafted the same.

19. **Advice of Counsel**: By signing this Settlement Agreement, the Parties indicate their acceptance and agreement to the terms and conditions set forth herein and their intent to be legally bound hereby, and acknowledge that they have read and conferred with counsel concerning this Settlement Agreement, and that they have entered into it knowingly and voluntarily. Each represents that they have been fully advised as to their respective rights and responsibilities and have been advised of the terms and effects of this Settlement Agreement.

20. **Counterparts**: This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Enforcement**: If any action or other proceeding is brought for the enforcement or interpretation of this Settlement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Settlement Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which the Party may be entitled.

22. **Purpose**: It is understood and agreed that this Settlement Agreement is the result of a compromise to avoid further litigation.

23. **Further Assurances**: The Parties shall and will at any time or times, make, execute and deliver any and all such further assurances, papers, documents or instruments in writing as the other Party shall reasonably require for the purposes of giving full force and effect to this Settlement Agreement and to the covenants, conditions, provisions, and agreements herein contained.

WITNESS the following signatures and seals:

(Signatures on pages 7 and 8)

COUNTY OF CAMPBELL, VIRGINIA

By: _____
Francis J. Rogers, IV, County Administrator of the County of Campbell, Virginia
Pursuant to authority granted by Resolution of the Campbell County Board of Supervisors

STATE OF VIRGINIA,
COUNTY OF CAMPBELL, to-wit:

The foregoing instrument was acknowledged before me this 8th day of May, 2026, by Francis J. Rogers, IV, County Administrator for Campbell County, Virginia pursuant to a duly authorized resolution of the Campbell County, Virginia Board of Supervisors, which said resolution is attached hereto and incorporated herewith, on behalf of the County of Campbell, Virginia.

_____
Notary Public

My commission expires: September 28, 2028
Notary Registration No.: 7657827



Approved as to Form:

_____
F.E. "Tripp" Isenhour, III, County Attorney

COUNTY OF NELSON, VIRGINIA

By: Candice W. McGarry
Candice W. McGarry, County Administrator of the County of Nelson, Virginia
Pursuant to authority granted by Resolution of the Nelson County Board of Supervisors

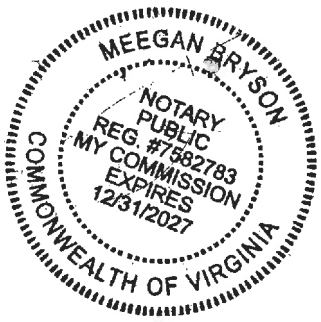
STATE OF VIRGINIA,

COUNTY OF NESLON, to-wit:

The foregoing instrument was acknowledged before me this 11 day of ~~May~~ August, 2026, by Candice W. McGarry, County Administrator for Nelson County, Virginia, pursuant to a duly authorized resolution of the Nelson County, Virginia Board of Supervisors, which said resolution is attached hereto and incorporated herewith, on behalf of the County of Nelson, Virginia.

Meegan Bryson
Notary Public

My commission expires: 12/31/2027
Notary Registration No.: 7582783



Approved as to Form:

Phillip D. Payne, IV, County Attorney

Exhibit "A"

REGION 2000 SERVICES AUTHORITY

AMENDED ARTICLES OF INCORPORATION

ARTICLE 1. The Region 2000 Services Authority (the "Authority") is hereby created and established as a body politic and corporate in the Commonwealth of Virginia. The principal office of the Authority shall be located at 361 Livestock Rd., Rustburg, VA 24588, in Campbell County, Virginia.

ARTICLE 2. The name of the locality participating in the Authority is the County of Campbell, Virginia.

ARTICLE 3. The Authority shall consist of a board of seven members, the "Board", who shall be the members of the Campbell County Board of Supervisors, or their designees. Each Board member, or their designee, shall serve for terms coincident with the term of said Campbell County Board of Supervisors member.

ARTICLE 4. The Authority is created and established under the provisions of the Virginia Water and Waste Authorities Act, Chapter 51 of Title 15.2 (Section 15.2-5100 et seq. of the Code of Virginia) (the "Act"). The Authority shall have all powers and duties set forth in the Act, as the same may be from time to time amended. The initial project of the Authority shall be to own and operate as a regional entity to accept municipal solid waste generated within each of the participating jurisdictions (and from outside the jurisdictions if approved by the Authority) in those landfills in accordance with a Member Use Agreement to be approved by the Board of the Authority.

ARTICLE 6. All members of the Board shall serve without compensation but may be reimbursed by the Authority for their actual expenses incurred in the course of their duties.

ARTICLE 7. Existing members of the Authority may withdraw from membership, and other localities may join the Authority, as provided in Section 15.2-5112 of the Code of Virginia, as amended. In the event other localities join the Authority, they will be asked to reimburse the County of Campbell for a fair share of the development costs of the Authority.

The initial Articles were adopted by the initial members of the Authority on December 28, 2007, and amended by a vote of the sole remaining member of the Authority on _____, 2026.

Attest:_____

Printed Name:_____

Title:_____

County of Campbell, Virginia

By:_____

Its:_____

Title:_____

Exhibit "B"

REGION 2000 SERVICES AUTHORITY BYLAWS

ARTICLE I – THE BOARD

1.1 Description. The Region 2000 Services Authority (the "Authority") was created by an agreement by and among the Authority and its initial members, the Virginia counties of Nelson and Campbell and the Virginia cities of Bedford and Lynchburg. The Virginia county of Appomattox became a member at a later date. By resolutions of the governing bodies of the Virginia counties of Appomattox and Nelson and the Virginia cities of Bedford and Lynchburg, those localities resigned and terminated their membership. The current and only member of the Authority is the County of Campbell.

1.2 Membership. The powers of the Authority shall be exercised by a Board of the Authority (Board) as set forth in the Member Use Agreement to be adopted by the Board, including alternates.

ARTICLE II – OFFICERS

2.1 Chairperson. The Board shall select a Chairperson from among its membership. The Chairperson shall preside at all meetings of the Board. The Chairperson shall appoint from time to time such committees as he or she may deem appropriate, and shall have such other powers or duties as may be prescribed in these Bylaws.

2.2 Vice-Chairperson. The Board shall also select a Vice-Chairperson from among its membership. The Vice-Chairperson shall preside at all meetings of the Board when the Chairperson is not in attendance, and shall have such other powers or duties as may be prescribed in these Bylaws.

2.3 Secretary. The Board shall select a Secretary, who need not be a member of the Board, to assist in keeping the minutes of the Board.

2.4 Treasurer. The Board shall select a Treasurer, who need not be a member of the Board, who shall have responsibility for reviewing the financial activities of the Authority.

2.5 Terms. Following the initial selection of officers of the Board, officers of the Board shall be elected at the regular meeting of the Board in June of each year, or at such other meeting as determined by the Board. All officers of the Board shall serve for a one-year term beginning on July 1 and ending on the following June 30. Officers of the Board may be re-elected to more than one term. Officers of the Board will remain in office until their successors are selected.

2.6 Vacancies. Vacancies in any office shall be filled by the Board when they occur.

2.7 Alternate Chairperson. In the event neither the Chairperson or Vice-Chairperson is in attendance, then the next senior officer in attendance shall preside over the meeting.

ARTICLE III – MEETINGS

3.1 Quorum. Four members of the Board shall be required for a quorum. Action may only be taken by an affirmative vote of a majority of the entire Board.

3.2 Meetings. Meetings of the Board shall be held at a time and place determined by the Board. The order of business at a regular meeting shall be as follows unless otherwise determined by the Board:

(a) Roll call.
(b) Approval of minutes of the previous meeting.
(c) Public information period.
(d) Unfinished business.
(e) New business.

3.3 Minutes. The Secretary of the Board shall prepare minutes of each meeting which shall be electronically distributed to each member of the Board prior to the next regular meeting of the Board. The Board shall approve the minutes of the previous meeting at subsequent meeting. The Secretary shall then sign, approve and certify the minutes.

ARTICLE IV – FINANCIAL

4.1 Fiscal Year. The fiscal year of the Board shall begin each year on July 1 and shall end on June 30 of the following year.

4.2 Budget. The Board shall adopt an annual operating budget for each year the Authority is in existence.

4.3 Audit. The Board shall cause an independent audit of its finances to be made each year, which such audit shall reflect the full revenues and expenditures of the Authority.

ARTICLE V – AMENDMENTS

5.1 Amendments. These Bylaws may be amended, to the extent such Amendments are not inconsistent with the Member Use Agreement to be adopted by the Board.

These Bylaws were adopted by the Board of the Authority on _____, 2026.

Approved and Certified:

_____ _____

Secretary Chairperson

Exhibit "C"

The "Cost of Service Rate" shall be calculated each year when Campbell establishes its budget for the operation of the Landfill under the Expansion Proposal following the Rezoning. The Cost of Service Rate shall be established prospectively for the coming year based upon current year data. The Cost of Service Rate shall be the sum of the last 12 months of actual expenditures from the following budget categories:

A. Personnel Expenses as stated in Campbell's budget for the Landfill;

B. Landfill Operating, Maintenance Expenses, and Equipment Replacement Reserve funds as stated in Campbell's budget for the Landfill;

C. Closure and Post Closure Reserve funds accrued, in an amount recommended by a qualified third-party consultant chosen by Campbell;

D. Annual Debt Service on or for existing debt related to the Landfill and Annual Debt Service on any subsequent bond debt issuances if, in the opinion of bond counsel and counsel for Campbell, the debt is incurred for the reasonable documented capital needs;

E. Any amount of financial "true-up" for undercharges in the rate from the audit of the prior year's financial statements.

From the total of items A through D above shall be subtracted any amounts received as Reimbursable Personnel or Operating and Maintenance Expenses as shown on Campbell's budget for the operations of the Landfill, and any amounts received as late fees or interest income. The sum of the addition of items A through D above minus the reimbursable expenses and income from late fees and interest shall be known as the "Cost of Service Rate". The Cost of Service Rate shall be subject to a "true-up" at the end of every budgetary year. After the completion of the annual audit, Campbell shall compare actual expenditures from the audited budget numbers to the prior year data used to establish the rate. If the actual numbers from the closed audit exceed the numbers used to establish the rate, the excess shall be added as an additional expense allowing in the following year's Cost of Service Rate. Any term-contracted governmental hauler utilizing the Landfill shall have the right to examine any and all budgetary documents of Campbell, upon request, and shall receive a copy of the audited financial statement upon its preparation.

Excess Revenue shall be considered any income produced in excess of the Cost of Service Rate. Any Excess Revenue produced by a surcharge or differential rate charged to non-governmental haulers or governmental haulers other than Lynchburg or any other locality with which Campbell agrees to extend the same benefit shall not be considered in the calculation of the Cost of Service Rate, and the reconstituted Authority shall pay any such excess revenue accumulated in any budget year directly to the County of Campbell within 30 days following the approval of the annual audit. Any real property of the Authority which is not in active use by the Authority for landfill purposes shall be considered surplus property of the Authority, and any Excess Revenue produced by the Authority from the sale or lease of surplus property shall not be considered in the calculation of the Cost of Service Rate.

BOARD OF SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-84
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF THOMAS JEFFERSON PLANNING DISTRICT
2027 LEGISLATIVE PROGRAM

WHEREAS, the draft Thomas Jefferson Planning District Legislative Program for 2027 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 2027 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 2027 session of the Virginia General Assembly, as presented on November 17, 2026, 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 6, 2026

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

FROM: David C. Blount, Director of Legislative Services

RE: 2027 TJPD Legislative Program Approval

Attached for your review and consideration is the draft 2027 TJPD Legislative Program. It will be on the agenda for approval at your November 17 meeting. The draft program continues three top legislative priorities for 2027 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 from last year's approved program 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 2027 TJPD Legislative Program.

401 East Water Street ▪ Post Office Box 1505 ▪ Charlottesville, Virginia 22902-1505
Telephone (434) 979-7310 ▪ **Fax** (434) 979 1597 ▪ **Virginia Relay Users:** 711 (TDD) ▪ **email:** info@tjpdc.org ▪ **web:** www.tjpdc.org

Substantive Changes to Legislative Priorities and Positions

Budgets and Funding (p. 2; first two lines at top of page): Adds language to reference new program and funding requirements for VASAP.

Land Use and Growth Management (p. 2; sixth bullet): Adds to existing language concerning open space, a request for funding and incentives for acquiring, preserving, and maintaining agricultural and forestal land.

Education (p. 4; second bullet/number 2): Adds support for state hold harmless funding for school divisions receiving less state money due to changes in the local composite index.

General Government (pp. 5 - 6; various): New language is included as follows:

1) A new bullet is added to express that collective bargaining continue to be a local option for localities (p. 5, new first bullet);

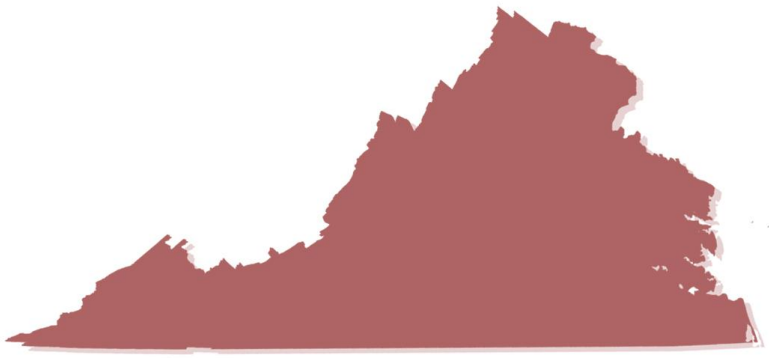
2) language is added to emphasize state funding for administrative functions that are driven by new requirements from the state (p. 5, seventh bullet);

3) language is added to support state enforcement of new laws regulating liquid nicotine vapor products (p. 6, second bullet); and

4) a new bullet is added that urges ongoing programs and financial incentives for completing projects to deploy universal, affordable access to broadband technology; this consolidates the previous free-standing broadband position into a shorter, updated statement in this section (p. 6, new fourth bullet).

Housing (p. 7; first bullet/number 2): New language is included to endorse support for public infrastructure that facilitates construction of affordable housing.

Transportation (p. 8; first paragraph): A new sentence expresses support for policies that establish a forward-looking transportation funding framework to support Virginia's transportation needs for the coming decades.



Thomas Jefferson Planning District

2027 LEGISLATIVE PROGRAM

Representing the Local Governments of:

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

October 2026

DRAFT

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.

The State will spend more than $23 billion dollars on direct, state assistance to public education in the current biennium. Additional state funding for teacher salaries, at-risk students, special education services, 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. 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. Rather, the State should collaborate with local governments to implement required changes to

programs with shared state/local responsibility; this would include new program administration and funding requirements for Virginia Alcohol Safety Action Programs.

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.

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.

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 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 have the authority to regulate them.
- We request 1) state funding and incentives for localities, at their option, to acquire, preserve and maintain agricultural, forestal, and 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.

LEGISLATIVE POSITIONS

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 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 local composite index (LCI) formula to recognize the land use taxation value, rather than the true value, of real property; 2) state funding to hold harmless school divisions that have experienced increases in the LCI; and 3) 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:

• Collective bargaining should continue to be a local option and not a mandate on localities from the State.
• 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 request 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 critical administrative functions necessitated by state policy or requirements, items that often receive no consideration for state funding.
• 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 1) expanding local authority to regulate smoking in public places; and 2) state enforcement of new laws regulating liquid nicotine vapor products.
• 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.
• We support ongoing state and federal programs and financial incentives that assist public and private sector efforts to complete projects that are part of the Virginia Telecommunications Initiative (VATI) to deploy universal, affordable access to broadband technology in unserved areas of our communities. Further, we support ongoing work to link broadband efforts for education and public safety to private sector efforts to serve businesses and residences.

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, to include support for public infrastructure that facilitates construction of affordable housing;
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 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 critical 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 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 support state and regional policies and legislation that establish a comprehensive, sustainable, transparent, and forward-looking transportation funding framework capable of supporting Virginia's transportation needs for the coming decades. We encourage the State to provide adequate and predictable funding 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.

Blue Ridge Health District Briefing for the Nelson County Board of Supervisors

To: Nelson County Board of Supervisors

From: Ryan L. McKay, MPA, District Director, Blue Ridge Health District

RE: Board of Supervisors Meeting November 17, 2026

The Virginia Department of Health's Blue Ridge Health District (BRHD) will brief the Board on how we plan to reach more Nelson residents through community outreach and prepare the health department for electronic health records. We are also bringing forward two separate FY26 carryover requests.

Requests for the Board

FY26 Carryover Request	Proposed Board action
Vaccine Refrigerator: $4,000	Approve the use of $4,000 in FY26 carryover funds to purchase a vaccine refrigerator for the Nelson County Health Department.
Healthy Blue Ridge Fund: $49,000	Approve for a proposed funding opportunity through which BRHD would fund nonprofits and community partners to address Nelson County health priorities.

Healthy Blue Ridge in Nelson County

Strong public health outcomes are built in communities. While BRHD provides leadership, expertise, and resources, many of the most meaningful improvements in health occur through trusted local organizations, community leaders, faith communities, schools, nonprofits, and other partners that engage residents in a variety of settings every day.

To help strengthen those connections, BRHD is partnering with the Charlottesville Area Community Foundation (CACF) to launch the **Healthy Blue Ridge Fund**, a funding source for non-profit and community organizations to enhance or expand existing services or to start new programs in support of the MAPP2Heatlh Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP). The Healthy Blue Ride Fund will award grants to community partners in BRHD in support of current or new initiatives that will advance health outcomes throughout the District.

BRHD is requesting to use $49,000 in FY26 carryover funds to support nonprofit organizations that can help address health needs in Nelson County. Ideally, this would support those who are already planning or implementing activities, programs, events, or outreach efforts between now and June 2027. Our goal is to provide catalytic support that helps community partners:

- Reach more people than they otherwise could

- Expand participation in an existing initiative
- Increase awareness of available public health resources and services
- Strengthen engagement with populations that may experience barriers to access
- Build deeper connections between communities and their local health district

How the pilot would work

Nelson County would earmark the FY26 carryover dollars in the Healthy Blue Ridge Fund. BRHD would open the application and review process to administer the awards and track how recipients use the funds and meet objectives outlined in the application. To qualify, an organization would need to demonstrate they are addressing priorities in the CHA and/or CHIP, show how its project addresses priorities in Nelson County, and describe which Nelson residents it will serve.

How BRHD will manage the Healthy Blue Ridge Fund money from Nelson County:

Fund Management: Funds will be managed by CACF in partnership with a steering committee that includes the Health Director, Director of Population Health & Communications, and the Population Health Manager from BRHD. Additional members from Nelson County Government are welcome and encouraged to participate, as well.

Project Selection: The Steering Committee will publish eligibility and scoring criteria, document selection decisions and require reviewers to disclose conflicts of interest and step aside from affected decisions. Selection will be determined based on the applicant's ability to meet priorities areas outlined in the CHA or in meeting stated goals, objectives, and strategies defined in the CHIP. Initiatives could range from paramedicine programs, community-based engagement, mental or physical health support groups, expanded transportation, in-home services, etc.

Award Oversight: BRHD and CACF will use written agreements to specify eligible expenses, milestones and expected results. Staff would review spending and progress and follow up on any deviations from the agreement.

Reporting to Nelson BOS: BRHD will give the BOS an award summary after the application review process, a three-month progress update, and a fiscal year-end report showing how much was spent, how many residents were reached, and what the project(s) accomplished.

Steps Before Launch: BRHD and County staff will confirm the funding mechanism, how administrative costs would be covered, and how any unused funds will be handled. BRHD will then publish the application schedule and award criteria.

Timeline: The Healthy Blue Ridge Fund will be set up in 2026 with $25,000 to start. Upon approval from the Nelson BOS, County funds will be added to the fund by end of January 2027. Simultaneously, an application for funding will be released with award recipients selected by February 2027 to implement projects through the spring. Projects will receive technical support from BRHD and will be tracked with outcomes reported to the BOS by July 2027.

Public Health in Nelson County

Ryan L. McKay, MPA
Director, Blue Ridge Health District

11/17/2026

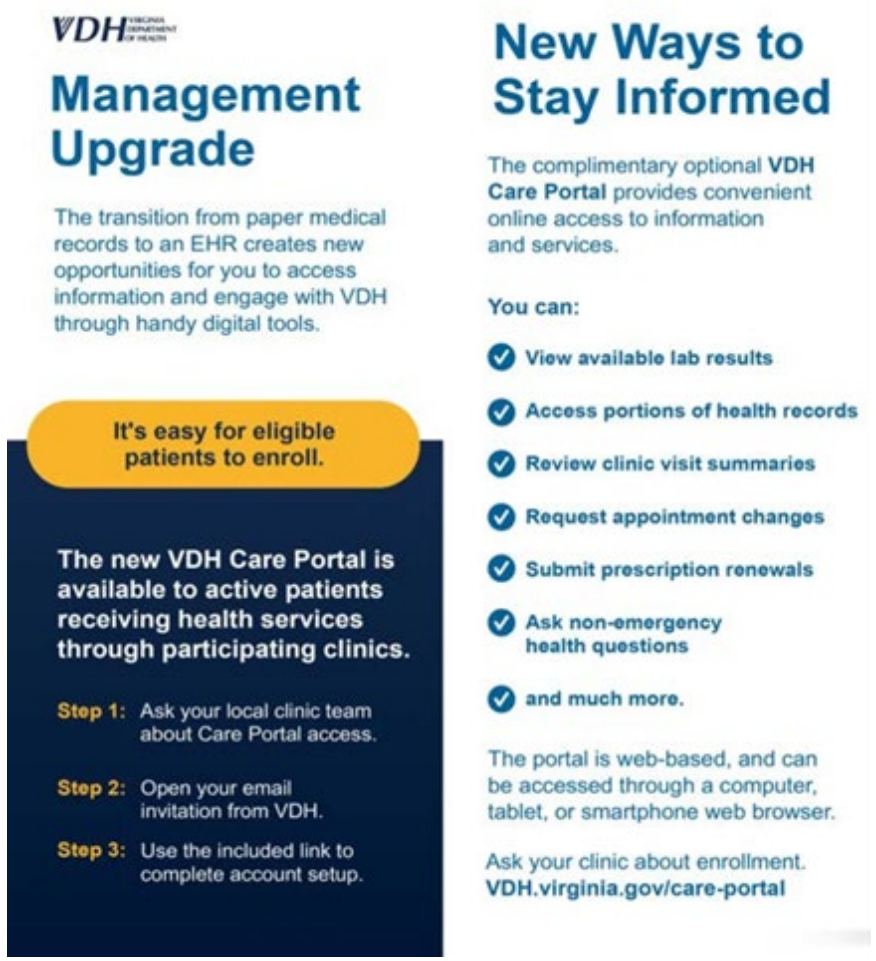
VDH VIRGINIA DEPARTMENT OF HEALTH

Transition to Electronic Health Records – January 2027

Improved Access to Medical Records, appointment system, and increased efficiencies in clinical operations

Important Dates

- **Week of December 7 and December 14**: staff training for clinical, financial, and administrative tasks/
- **January 11 – 22**: Blackout period for final preparations. No clinics scheduled.
- **January 25**: BRHD goes live with new system. Gradual increase in service capacity as staff implement, utilize new system.



2025 Community Health Assessment – a Refresher



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, home maintenance
- Access to doctors, affordable care
- Community support
- Health information
- Recreational opportunities/gyms
- Mental health support
- Transportation
- Access to healthier food

Public health service delivery in Nelson County: A new model to meet community needs

TRADITIONAL MODEL

Facility-based services

Nelson residents

Health department

Administrative and clinical staff provide most services at the clinic.

NEW MODEL

Clinic services and community outreach

Nelson residents

At the health department

Administrative and clinical staff provide services at the clinic.

Community health worker (CHW)

Meets residents where they are and connects them to resources.

CHW, public health nurse, and community partners

Bring selected services to areas of Nelson with unmet needs.

Welcome Nelson CHW – Willie Mae Gray

- 1-1 consultation and resource/program referrals
- Application assistance (housing, financial, insurance)
- Office hours in community-based settings
- Collaborate with community partner organizations and fellow outreach workers
- Free portable cribs and car/booster seats (eligibility required)
- Soon: rapid HIV and Hep C testing and Naloxone distribution



Contact Willie Mae at 434-270-3216 or williemae.gray@vdh.virginia.gov

Healthy Blue Ridge Fund – Proposal and Request

Nelson County

Earmarks carryover for projects serving Nelson residents.

Charlottesville Area Community Foundation

Manages the Healthy Blue Ridge Fund.

BRHD and the steering committee

Run applications, select projects and track awards.

$49,000

Healthy Blue Ridge Fund

FY26 carryover for new or expanded nonprofit projects in Nelson

HOW IT WORKS

1 Apply

Nelson nonprofits propose projects aligned with MAPP2Health priorities.

2 Award and monitor

The steering committee selects projects. BRHD and CACF oversee spending and progress.

3 Report to the Board

Award summary, three-month update and fiscal year-end report.

Through June 2027 | Help Nelson nonprofits reach more residents and reduce barriers to services.

FY26 carryover for a vaccine refrigerator

$4,000

FY26 carryover

Vaccine storage in Nelson

Purchase an American Biotech vaccine refrigerator for the Nelson County Health Department to replace an aging unit.

Thank You

Ryan L. McKay, MPA
Director, Blue Ridge Health District

Ryan.McKay@vdh.virginia.gov

VDH VIRGINIA DEPARTMENT OF HEALTH

2025 MAPP2Health

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

Demographics (2023 Estimates)

POPULATION SIZE

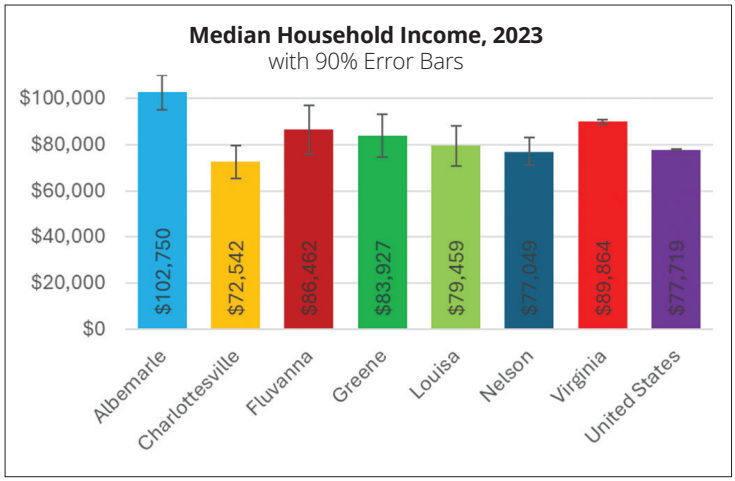
- **14,777:** Nelson County is rural, with a population density of 31 people per square mile (lowest in District).

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

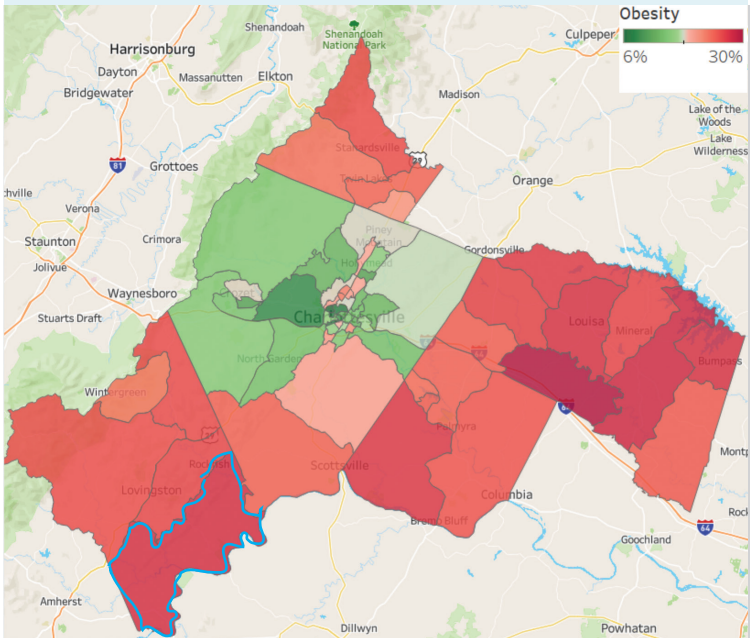
Locality	Years of Potential Life Lost Before Age 75 per 100,000 People
Virginia	7,297
Albemarle	4,986
Charlottesville	6,342
Fluvanna	6,629
Greene	6,018
Louisa	9,456
Nelson	7,842

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.

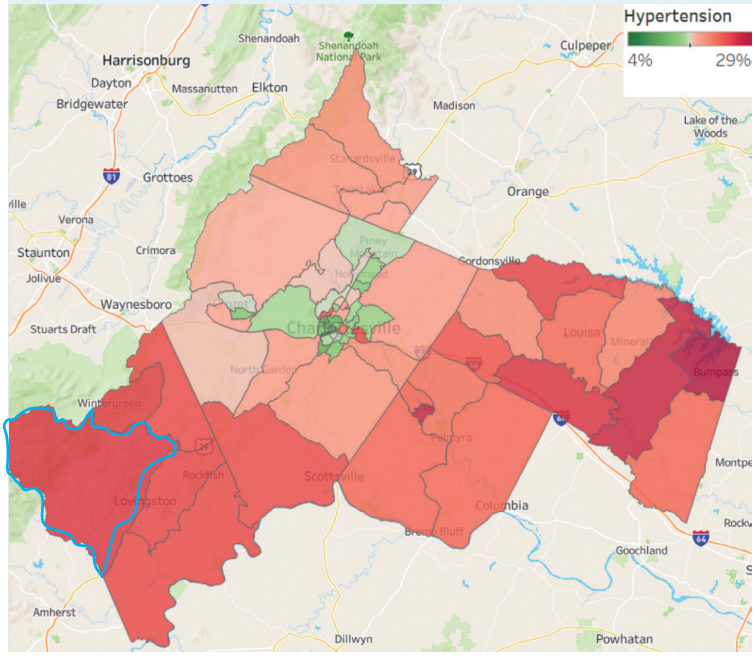
Printed October 27, 2025

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

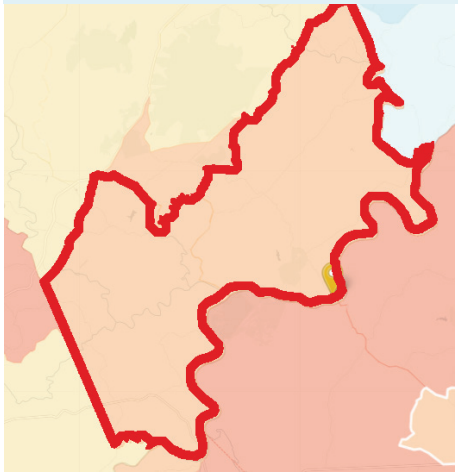
From the 2024 County Health Rankings & Roadmaps: In the table below, an "X" indicates that the locality has a value at least 10% worse than the state's. The number listed represents how many "X" for that category.

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

> "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

BOARD OF
SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-85
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION TO APPROVE A SUPPORT AGREEMENT
IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS BY
THE NELSON COUNTY SERVICE AUTHORITY

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

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

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

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

WHEREAS, the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture ("RUS") has offered to purchase a not to exceed $641,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the "Series A Bond") and a not to exceed $451,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the "Series B Bond," and together with the Series A Bond, the "Authority Bonds") to provide the permanent financing needed by the Authority to pay all or any portion of the costs of the Project on the terms and conditions described in that certain RUS Letter of Conditions, dated February 14, 2024, as amended on August 3, 2026 (the "Amended Letter of Conditions"); and

WHEREAS, in the Amended Letter of Conditions, RUS advised that the Authority is eligible for RUS grants not to exceed $1,594,000 and $1,439,000; and

WHEREAS, the Authority Bonds are authorized and will be issued by the Authority pursuant to the Act, and, further, pursuant to the terms of that certain authorizing resolution duly approved by the Authority on October 20, 2026, including an RUS Form 1780-27 Resolution (the "Authority Resolution"); and

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

WHEREAS, in the Authority Resolution, the Board of the Authority requested that this Board approve a Support Agreement providing for a non-binding obligation of this Board to appropriate sufficient amounts to the Authority in connection to the payment obligations of the Authority under the Authority Bonds and the funding and maintenance of a related Debt Service Reserve Fund, as set forth in the Amended Letter of Conditions.

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

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

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

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

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

Approved: _____

BOARD OF SUPERVISORS OF NELSON COUNTY, VIRGINIA

_____
Chair

Attest:_____,Clerk
Nelson County Board of Supervisors

Exhibit A: Form of Support Agreement

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Nelson County, Virginia hereby certifies that the foregoing constitutes a true and correct copy of a resolution adopted by the Board at a regular meeting duly held and called on November 17, 2026 at which at least a quorum of the Board was present and acting throughout, and that a record of the roll-call vote is as follows:

Name	AYE	NAY	ABSTAIN	ABSENT
Dr. Jessica Ligon, Chair				
Jesse Rutherford, Vice Chair				
J. David Parr				
A. Cameron Lenahan				
Ernie Reed				

Dated: _____

[SEAL]

_____
Clerk
Board of Supervisors, Nelson County, Virginia

SUPPORT AGREEMENT
NELSON COUNTY SERVICE AUTHORITY

This **SUPPORT AGREEMENT** is made as of _____, 202_, by and between the **BOARD OF SUPERVISORS OF NELSON COUNTY, VIRGINIA** (the "Board of Supervisors"), acting as the governing body of the County of Nelson, Virginia (the "County") and **NELSON COUNTY SERVICE AUTHORITY** (the "Authority").

RECITALS

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

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

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

WHEREAS, the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture ("RUS") has offered to purchase a not to exceed $641,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the "Series A Bond") and a not to exceed $451,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the "Series B Bond," and together with the Series A Bond, the "Bonds") to provide the permanent financing needed by the Authority to pay all or any portion of the costs of the Project on the terms and conditions described in that certain RUS Letter of Conditions, dated February 14, 2024, as amended on August 3, 2026 (the "Amended Letter of Conditions"); and

WHEREAS, in the Amended Letter of Conditions, RUS advised that the Authority is eligible for RUS grants not to exceed $1,594,000 and $1,439,000; and

WHEREAS, on August 13, 2024, the Board of Supervisors adopted a Resolution authorizing a moral obligation Support Agreement for the Series A Bond and related Debt Service Reserve Fund; and

WHEREAS, the Authority subsequently determined that the Project required additional funds and requested additional funding from RUS, which was awarded and will be reflected by the Series B Bond and the $1,439,000 grant; and

WHEREAS, the Bonds are authorized and issued by the Authority pursuant to the Act, and, further, pursuant to the terms of that certain authorizing resolution duly approved by the Authority on October 20, 2026, including an RUS Form 1780-27 Resolution; and

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

WHEREAS, the Board of Supervisors adopted a resolution on November 17, 2026 authorizing, among other things, the execution of this Support Agreement providing for a non-binding moral obligation of the Board to consider certain appropriations in support of the Bonds and the Project (the "County Resolution"); and

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

AGREEMENT

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

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

2. During the term of this Support Agreement, the County Administrator has been directed by the Board of Supervisors, pursuant to the terms and provisions of the County Resolution, to coordinate with the Authority in order for the County Administrator to submit to the Board of Supervisors for each fiscal year while the Bonds remains outstanding, subject to the limitations in this paragraph, a request to the Board of Supervisors for an appropriation to the Authority for (a) an amount equal to the principal and interest payments coming due under the Bonds for the next ensuing fiscal year, and (b) the amount required for the Debt Service Reserve

Fund accumulated at the rate of ten percent (10%) of each loan installment for a period of ten (10) years until equal to at least one annual loan installment on each of the Bonds. However, it is to be understood that any such appropriations for the total amounts set forth above shall be reduced by $3,736.80 per year beginning May 2, 2031 and shall fully end on January 6, 2036, when certain Authority debt matures.

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

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

5. **Nothing contained in this Support Agreement is or shall be deemed to be a lending of the credit of the County to RUS, the Authority, or any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of County. Nothing contained in this Support Agreement shall legally bind or obligate the Board of Supervisors to appropriate funds to pay the debt service on the Bonds, any other payments, or fund or maintain the Debt Service Reserve Fund or for any other purposes described in this Support Agreement or otherwise contemplated thereunder or hereunder.**

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

7. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to the County, to the County Administrator's Office, Post Office Box 336, Lovingston, Virginia 22949, Attention: County Administrator, and (ii) if to the Authority, to Post Office Box 249, Lovingston, Virginia 22949, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

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

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

10. For the convenience of the parties, this Support Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BOARD OF SUPERVISORS OF
NELSON COUNTY, VIRGINIA

By: _____
Dr. Jessica Ligon, Chair

[Signature Page to Support Agreement – Board of Supervisors]

NELSON COUNTY SERVICE AUTHORITY

By: _____
Justin Shimp, Chair

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

NELSON COUNTY SERVICE AUTHORITY
October 20, 2026
USDA Financing – Lovingston Sewer Project

RESOLUTION

AUTHORIZING THE ISSUANCE, SALE, AND AWARD OF A NOT TO EXCEED $641,000 NELSON COUNTY SERVICE AUTHORITY WASTEWATER REVENUE BOND (LOVINGSTON SEWER PROJECT) AND A NOT TO EXCEED $451,000 NELSON COUNTY SERVICE AUTHORITY WASTEWATER REVENUE BOND (LOVINGSTON SEWER PROJECT), AND PROVIDING THE FORMS AND DETAILS THEREOF

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

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

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

WHEREAS, by Resolution adopted on July 18, 2024, the Authority authorized bond financing for the Project in an amount not to exceed $641,000 from the United States of America, acting through Rural Utilities Service, an agency of the United States Department of Agriculture ("RUS"); and

WHEREAS, the Authority subsequently determined that the Project required additional funds and requested additional funding from RUS; and

WHEREAS, RUS has offered to purchase a not to exceed $641,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the "Series A Bond") and a not to exceed $451,000 Nelson County Service Authority Wastewater Revenue Bond (Lovingston Sewer Project) (the "Series B Bond," and together with the Series A Bond, the "Bonds") to provide the permanent financing needed by the Authority to pay all or any portion of

the costs of the Project on the terms and conditions described in that certain RUS Letter of Conditions, dated February 14, 2024, as amended on August 3, 2026 (the "Amended Letter of Conditions"), a copy of which is attached as **Exhibit A**; and

WHEREAS, in the Amended Letter of Conditions, RUS advised that the Authority is also eligible for RUS grants not to exceed $1,594,000 and $1,439,000; and

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

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

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

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

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

The Series A Bond shall be in an aggregate original principal amount not to exceed $641,000, shall be designated as the Wastewater Revenue Bond (Lovingston Sewer Project), and shall bear interest at a rate not to exceed one and two and twenty-five hundredths percent (2.25%) per annum. The Series B Bond shall be in an aggregate original principal amount up to $451,000 and shall be designated as the Wastewater Revenue Bond (Lovingston Sewer Project), and shall bear interest at a rate not to exceed one and two and eight hundred seventy-five thousandths percent (2.875%) per annum. *Provided, however,* in the event RUS offers lower rates of interest on the Bonds, such lower rates shall be conclusively deemed accepted by the Authority pursuant to the terms of this Resolution, including the applicable commensurately lower payment amounts, it

being the intent for the Authority to obtain the lowest cost of borrowed funds for the permanent financing of the Project.

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

5. Prepayment or Redemption of the Bonds. Installments of principal of and interest due on the Bonds may be prepaid at the option of the Authority at any time, in whole or in part (but if in part, in inverse order of their maturities), without premium. Refunds, extra payments, and loan proceeds obtained from outside sources for the purpose of paying down the debt under the Bonds shall, after payment of interest, be applied to the installments last to become due and shall not affect the obligation to pay the remaining installments as scheduled.

6. Execution of the Bonds. The Bonds shall be signed by the Chair or Vice Chair of the Board, either of whom may act, shall be attested to by the Secretary/ Treasurer, or any Assistant Secretary or designee, and the Authority's seal shall be affixed thereto. The Chair or Vice Chair, either of whom may act, are each expressly authorized and directed to determine and approve all final details of the Bonds, including without limitation, the maximum principal amounts authorized to be advanced thereunder, and the payment dates and amounts and the final maturity date thereof; *provided*, *however* that (a) the aggregate maximum principal amount authorized to be advanced under the Series A Bond shall not exceed $641,000, (b) the aggregate maximum principal amount authorized to be advanced under the Series B Bond shall not exceed $451,000, (c) the maximum interest rate on the Series A Bond shall not exceed 2.25% per annum, and the maximum interest rate on the Series B Bond shall not exceed 2.875%, as set forth in the Amended Letter of Conditions, and (d) the final maturity of the Bonds shall be a date no later than forty (40) years after the date of issuance of the Bonds. Such final details of the Bonds shall be approved by the Chair or Vice Chair, either of whom may act, and execution and due delivery thereof to RUS on the Closing Date thereof shall constitute conclusive evidence of the approval herein, and no further actions by the Board shall be required.

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

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

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

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

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

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

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

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

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

11. Rates and Charges. The Authority covenants that it shall establish and collect rates and charges with respect to the System sufficient to pay the principal of and interest on the Bonds.

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

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

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

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

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

Approved: October 20, 2026

Chair
Board of Nelson County Service Authority

Exhibit A: Letter of Conditions dated February 14, 2024, as amended on August 3, 2026
Exhibit B: RUS Bulletin 1780-27, Loan Resolution

CERTIFICATE

The undersigned Secretary/Treasurer of the Board of the Nelson County Service Authority hereby certifies that the foregoing constitutes a true and correct copy of a resolution adopted by the Board at a regular meeting duly held and called on October 20, 2026, at which at least a quorum of the Board was present and acting throughout, and that a record of the roll-call vote is as follows:

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

Dated: October 20, 2026

[SEAL]

Secretary/Treasurer
Nelson County Service Authority

EXHIBIT A

USDA

United States Department of Agriculture

Rural Development

RD Area Office

1934 Deyerle Ave.
Suite D
Harrisonburg, VA
22801

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

February 14, 2024

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

Dear Mr. Miller,

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

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

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

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

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

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

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

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

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

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

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

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

Project Funding Source	Funding Amount
Rural Development Loan	$ 641,00
Rural Development Grant	$ 1,594,000
TOTAL PROJECT FUNDING	$ 2,235,000

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

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

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

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

3. Organization – The Bond Transcript must show that your organization is a duly incorporated public body and has continued legal existence. Your organization must have the authority to own, construct, operate, and maintain the proposed facility, as well as the authority to borrow money, pledge security, and raise revenues.

4. Forms – You will be required to execute certain Agency forms in order to obtain financial assistance from Rural Development. A Resolution of Governing Body appointing an authorized representative to execute all forms must be provided. You must also provide minutes from the meeting at which the Resolution of Governing Body is adopted. Your signature on all required forms indicates your agreement to abide by all covenants outlined in the forms.

5. Notice of Intent to Apply – Within sixty (60) days of filing an application for financial assistance from Rural Development, you must publish a notice of intent to apply in a newspaper of general circulation in the proposed service area.

6. Public Meeting Requirement – You will be required to inform the general public about the proposed project by holding at least one public information meeting prior to the approval of your financial package. This meeting will give the citizenry an opportunity to become acquainted with the proposed project and voice any comments and/or concerns. Ten (10) days prior to the meeting, you will be required to publish a notice of the meeting in a newspaper of general circulation in the proposed service area. You will be required to provide Rural Development with a copy of the published notice, along with minutes from the meeting.

7. Bond Counsel – The services of a recognized bond counsel are required. In accordance with 7 CFR 1780, Subpart D, bond counsel will prepare the form of Bond Resolution to be used. You should immediately provide your bond counsel with a copy of this letter of conditions. The bond documents must reflect that you must maintain a 10% debt service reserve.

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

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

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

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

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

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

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

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

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

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

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

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

11. Legal Services Agreement – You will be required to execute a legal services agreement with your attorney and bond counsel, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, as well as a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7 may be used as a guide in preparing the agreement. The agreement must be concurred in by Rural Development prior to advertising for bids. Any changes to the fees or services outlined in the original agreement must be reflected in an amendment to the agreement and have prior Rural Development concurrence.

12. Code of Conduct/Conflict of Interest Policy – You must adopt and maintain a written code or standards of conduct which shall govern the performance of your officers, employees, or agents engaged in the award and administration of contracts supported by Rural Development funds. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Rural Development funds if a conflict of interest, real or apparent, would be involved.

13. System Users – This letter of conditions is based upon your indication (at the application stage) that there will be at least 168 residential, 109 non-residential, users on the sewer system when construction is completed.

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

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

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

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

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

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

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

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

16. Property Rights – Prior to advertising for bids, you and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate, continuous, and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over lands and rights will be evidenced by the following:

    a. Right-of-Way Map – Your engineer will provide a map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.

    b. Form RD 442-20, Right-of-Way Easement – This form may be used to obtain any necessary easements for the proposed project. If this form is not utilized, a copy of the easement to be used must be approved by Rural Development.

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

c. Form RD 442-21, Right-of-Way Certificate – You will provide a certification on this form that all rights-of-way have been obtained for the proposed project. This form may contain a few exceptions, such as properties that must be condemned, and you must provide the estimated date for obtaining any rights-of-way listed as exceptions. Prior to start of construction or closing, whichever occurs first, a new Form 442-21, which does not provide for any exceptions, must be provided.

d. Form RD 442-22, Opinion of Counsel Relative to Rights-of-Way – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way. This form may contain a few exceptions, such as properties that must be condemned, and your attorney must provide the estimated date for obtaining any rights-of-way listed as exceptions. Prior to start of construction or closing, whichever occurs first, a new Form 442-22, which does not provide for any exceptions, must be provided.

e. Preliminary Title Opinion – When applicable, your attorney will provide a preliminary title opinion for all property, both currently owned and to be acquired, related to the facility. Copies of deeds, contracts, or options must also be provided. Form RD 1927-9, Preliminary Title Opinion, may be used.

f. Final Title Opinion – Prior to closing or start of construction, whichever, occurs first, your attorney must furnish a final title opinion for all property, both currently owned and newly acquired, related to the facility. Copies of recorded deeds for any newly acquired property must also be provided. Form RD 1927-10, Final Title Opinion, may be used.

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

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

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

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

a. Short-Lived Asset Reserve – You must establish a short-lived asset reserve fund. Based on the Preliminary Engineering Report, you must deposit at least $8,940 annually into this reserve fund for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your utility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

b. Operation and Maintenance Reserve – Current assets will be used to establish and maintain a reserve for unanticipated operation and maintenance expenses. The amount required to be set aside is $88,572, which equates to a 25% reserve based on estimated operation and maintenance expenses during the first full year of operation after construction.

c. Debt Service Reserve – As a part of this loan proposal, you must establish a restricted debt service reserve fund equal to at least one annual loan installment. Deposits into the reserve fund will begin at the same time amortized loan installments begin. The reserve will be accumulated at the rate of 10% of each loan installment for a period of 10 years. Ten percent of the proposed loan installment would equal $203.20 per month and should be deposited monthly until a total of $2,438.40 has been accumulated. This reserve must be maintained throughout the life of the loan, and prior written concurrence from Rural Development must be obtained before funds may be withdrawn from the account. If funds are withdrawn, deposits will continue as outlined above until the reserve is fully replenished. **The debt service reserve fund should be reflected in your annual audit.**

18. Insurance and Bonding Requirements – Prior to the start of construction or closing, whichever occurs first, you must acquire and submit to Rural Development proof of the types of insurance and bond coverage. The use of deductibles may be allowed, provided you have the financial resources to cover potential claims requiring payment of the deductible. Rural Development strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

a. General Liability Insurance – Include vehicular coverage.

b. Workers' Compensation – In accordance with appropriate State laws.

c. Fidelity or Employee Dishonesty Bonds – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons or through blanket coverage providing protection for all appropriate workers. During construction, each position should be bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The coverage may be increased during construction based on the anticipated monthly advances. After construction

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

d. National Flood Insurance – If the project involves acquisition or construction in a designated special flood area, the community in which the acquisition or construction is situated must be currently participating in the National Flood Insurance Program. Additionally, if the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of closing.

e. Real Property Insurance – Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein, in an amount equal to the insurable value thereof. This does not apply to water reservoirs, standpipes, elevated tanks, or noncombustible materials used in treatment plants, clearwells, filters, and the like. Rural Development will be listed as mortgagee on the policy if Rural Development has a lien on the property.

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

19. Other Professional Services Contracts – In addition to contracts specifically mentioned in this letter of conditions, Rural Development must review and accept any and all contracts between the owner and any professional services provider, i.e., local counsel, bond counsel, auditor, accountant, financial advisor, etc. These contracts must be provided for our review prior to closing.

20. Permits – Prior to advertising for bids, the owner or responsible party is required to obtain all applicable permits for the project. With submission to Rural Development of the final plans, specifications, and bid documents, the consulting engineer must identify and address the need and adequacy of all certificates, permits, licenses, etc., needed for the construction and operation of the facility. Written evidence must also be submitted that all applicable permits needed prior to construction have been obtained.

21. Environmental – At the conclusion of this proposal's environmental review process, specific actions were determined necessary to avoid or minimize adverse environmental impacts. The following actions are required for successful completion of the project and must be adhered to during project design and construction:

    a. All required Federal, State and Local permits will be obtained prior to beginning any construction activities.

b. Erosion and sediment control measures must be implemented in accordance with the current edition of the Virginia Erosion and Sediment Control Handbook and the Virginia Erosion and Sediment Control Regulations, which are available online: https://www.deq.virginia.gov/water/stormwater/esc-handbook In most localities, if the total land disturbance exceeds 10,000 square feet, an erosion and sediment control plan will be required. Erosion and sediment control requirements are regulated by the local government where your land disturbing activity is occurring. Please contact the appropriate county, city or town for information and compliance requirements.

c. If Karst features are encountered during the project, please coordinate with Wil Orndorff at the Virginia Dept. of Conservation and Recreation to document and minimize any adverse impacts. If the project involves filling or "improvement" of sinkholes or cave openings, DCR would like detailed location information and copies of the design specifications. In cases where sinkhole improvement is for stormwater discharge, copies of VDOT Form EQ-120 will suffice. A link to the "Karst Assessment Guidelines" developed by the Virginia Cave Board for land development can be found at http://www.dcr.virginia.gov/natural-heritage/cavehome. Mr. Orndorff may be reached at (540) 553-1235 or Wil.Orndorff@dcr.virginia.gov.

d. In order to protect bat species, a time of year restriction will be implemented to prohibit any required tree removal or other site clearance activities from April 1-November 15.

e. Fugitive dust caused by the movement of construction materials and construction equipment will be controlled by adherence to the Virginia Department of Environmental Quality (DEQ) regulations and 9 VAC 5-50-60 et.seq., which governs the abatement of visible emissions and fugitive dust emissions. Measures include, but are not limited to, the following: Use, where possible, of water or chemicals for dust control, Installation and use of hoods, fans, and fabric filters to enclose and vent the handling of dusty materials, covering of open equipment for conveying materials, and prompt removal of spilled or tracked dirt or other materials from paved streets and removal of dried sediments resulting from soil erosion. Land clearing wastes (vegetative debris) generated during construction should be properly managed in accordance with applicable regulations and local ordinances. Shredding/chipping of vegetative debris and reuse on-site is recommended over open burning. If project activities include open burning or the use of special incineration devices, this activity must meet the requirements under 9 VAC 5-130-10 through 9 VAC 130-60 and 9 VAC 5-130-100 of the Regulations for open burning. In addition, the Regulations provide for, but do not require, the local adoption of a model ordinance concerning open burning. The applicant should contact local fire officials to determine what local requirements, if any, exist. Contact the local DEQ Regional Office with questions related to air pollution control and permitting.

f. Construction will be limited to normal daylight hours, Monday – Friday, except in emergency situations.

g. When encountering inadvertent or unanticipated discoveries, the following requirements will be implemented and included in on-site construction documents.

A. Inadvertent discoveries on state and private lands shall comply with applicable state notification standards, federal laws, 36 CFR Part 800.13, and the ACHP's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007). The Rural Utilities Service (RUS) applicants shall ensure that their contractors maintain a copy of the inadvertent discoveries plan onsite for review.

B. Discoveries on private and state lands:

1. If historic properties are discovered, all work, including vehicular traffic must immediately stop within a 50ft. radius of the discovery.

2. If discoveries are made that contain burial sites or human remains, all work, including vehicular traffic must immediately stop within a 100ft. radius of the discovery.

3. For all discoveries work should also stop in the surrounding area where further historic properties, subsurface burial sites, or human remains can reasonably be expected to occur.

4. The relevant law enforcement authorities will be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws. If law enforcement determines the remains to not be part of a criminal investigation or a crime scene, the applicant will notify the RUS, SHPO, and Indian tribes. The evaluation of human remains will be conducted at the site of discovery by an SOI-qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition.

5. Within 48 hours of receiving notification of an inadvertent discovery, the RUS applicant and appropriate local authorities will inspect the work site to ensure that all work, including vehicular traffic, has ceased, and protect the area of discovery from looting and vandalism.

6. All archaeologists or other specialists, as appropriate, employed in response to inadvertent discoveries will be SOI-qualified and have the knowledge to assess the resources within an undertaking's APE.

7. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel will contact the appropriate legal authorities immediately if the landowner has not already done so.

8. Work may not resume in the area of the discovery until a notice to proceed has been issued by the RUS. The RUS will not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

C. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

h. All work with the potential to effect roadways or other transportation facilities will be reviewed and coordinated with the VDOT District office and the local residency office. Construction along roadways will require some flagging of traffic, however, road closures will be limited and will be coordinated with VDOT and the County. Road signs should be provided to alert drivers, bicyclists and pedestrians of utility and construction work ahead, and any detours necessary to navigate around the utility work. All VDOT permits will be obtained prior to construction.

i. Stormwater management planning and permitting is required through the VA Dept. of Environmental Quality (DEQ) should your land disturbance be greater than one (1) acre or lie within the boundaries of a common plan of development. Information, permit application, and regulations on our stormwater management program are available online at: https://www.deq.virginia.gov/water/stormater. Contact the local DEQ Regional Office for more information.

j. The VA Dept. of Environmental Quality (DEQ) administers the Virginia Solid Waste Management Regulations and the Virginia Hazardous Waste Management Regulations. All solid wastes generated at the site will be reduced at the source, reused, or recycled. All hazardous wastes should be minimized. Otherwise, all solid waste and hazardous waste must be managed in accordance with all applicable federal, state, and local environmental regulations. Contact the local DEQ Regional Office for more information.

k. The use of herbicides or pesticides for construction or landscape maintenance should be in accordance with the principles of integrated pest management. The least toxic pesticides that are effective in controlling the target species will be used. Please contact the Virginia Department of Agriculture and Consumer Services at (804) 786-3501 for more information.

l. For unavoidable impacts to streams and wetlands, the following practices will be implemented: use of directional drilling from upland locations; operation of machinery and construction vehicles outside of stream-beds and wetlands; use of synthetic mats when in-stream work is unavoidable; stockpiling of material excavated from the trench for replacement if directional drilling is not feasible; and preservation of the top 12 inches of trench material removed from wetlands for use as wetland seed and root stock in the excavated area.

m. Federal and state governments regulate impacts to streams and wetlands. The Virginia Marine Resources Commission serves as the clearinghouse for the Joint Permit Application (JPA) used by: (1) U.S. Army Corps of Engineers for

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

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

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

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

22. Litigation – You are required to notify Rural Development within 30 days of receiving notification of being involved in any type of litigation. Additional documentation regarding the situation and litigation may be requested by Rural Development.

23. Technical, Managerial and Financial Capacity – It is required that members of the Board of Directors, Council members, trustees, commissioners, and other governing members possess the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. It is recommended members receive training within one year of appointment or election to the governing board, as well as a refresher training for all governing members on a routine basis. The content and amount of training should be tailored to the needs of the particular individual and the utility system. Technical assistance providers are available to provide this training for your organization, often at no cost. You may contact Rural Development for information.

24. Certified Operator – Evidence must be provided that your system has, or will have, as defined by applicable State or Federal requirements, a certified operator prior to the system becoming operational. Otherwise, a suitable supervisory agreement with a certified operator must be in place.

25. Suspension and Debarment Screening – As a participant with Federal funding, you will be asked to provide information on the principals of your organization. Rural Development staff must conduct screening for suspension and debarment of your organization, as well as its principals, through the Do Not Pay portal. Principal is defined as:

    a. An officer, director, owner, partner, principal investigator, or other person within a participant that has management or supervisory responsibilities related to a covered transaction; or

    b. A consultant or other person, whether or not employed by the participant or paid with Federal funds, who:

        1. Is in a position to handle Federal funds;
        2. Is in a position to influence or control the use of those funds; or
        3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction (see 2 CFR, Part 180, Section 180.995).

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

26. American Iron and Steel (AIS) - Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an AIS requirement to obligations made after May 5, 2017:

    a. No Federal funds made available for this fiscal year for the rural water, wastewater, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 USC 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

    b. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

    c. The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the "Secretary") or the designee of the Secretary finds that:

        1. Applying the requirement would be inconsistent with public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

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

a. Signing loan resolutions, grant agreements, and letters of intent to meet conditions which include AIS language, accepting AIS requirements in those documents and in the letter of conditions.

b. Signing change orders (i.e., C-941 of EJCDC) and partial payment estimates (i.e., C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American Iron and Steel requirements.

c. Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.

d. Where the owner provides their own engineering and/or construction services, providing copies of engineers', contractors', and manufacturers' certification letters (as applicable) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer's project file and onsite during construction. For owner construction (force account), all clauses from this section must be included in the Agreement for Engineering Services.

e. Where the owner directly procures AIS products, including AIS clauses in the procurement contracts and obtaining manufacturers' certification letters and providing copies to consulting engineers and contractors.

27. Build America, Buy America Requirements (BABA)

a. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured

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

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

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

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

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

1. Applying the domestic content procurement preference would be inconsistent with the public interest;

2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

c. Definitions:

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

a. Non-ferrous metals;
b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
c. Glass (including optic glass);
d, Lumber; or
e. Drywall

2. "Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

3. "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

4 "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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

28. Agreement for Engineering Services – You will be required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance and supplemented by Virginia's "Agreement for Engineering Services Guidance." Rural Development will provide concurrence prior to advertising for bids and must approve any modifications to the agreement.

29. Contract Documents, Procurement, and Final Plans and Specifications – Construction contracts will be competitively bid. All development will be completed in accordance with the applicable provisions of RUS Instruction 1780, Subpart C; in compliance with all statutory requirements; and must be submitted for Rural Development concurrence prior to advertising for bids. You are responsible for sharing this with your consulting engineer before pre-design:

a. The plans and specifications and all proposals required by law must be approved by the appropriate State regulatory agency.

b. In preparing final design and providing service to the planned project area, you and your consulting engineer will comply with all zoning and planning requirements of the appropriate governing bodies where service is to be provided.

c. Rural Development will need to concur in the plans and specifications prior to advertising for bids. Rural Development may require an updated cost estimate if a significant amount of time has elapsed between the original project cost estimate and advertising for bids.

d. The use of any procurement method other than competitive sealed bid must be requested in writing and approved by Rural Development.

e. Contract documents must consist of the EJCDC construction contract documents, as well as the following:

1. The documents as listed in Virginia's "Construction Contract Documents Guidance," supplemented by RUS Bulletin 1780-26.

2. Plans and specifications and all addenda.

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

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

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

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

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

31. Cost Overruns – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding, or other means will be considered prior to commitment of subsequent funding from Rural Development. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

32. Contract Review – Your attorney will certify that the executed contract documents, including performance and payment bonds, if required, are adequate and that the persons executing these documents have been properly authorized to do so. Once your attorney has certified that they are acceptable, the contract documents will be submitted to Rural Development for concurrence. The Notice to Proceed cannot be issued until Rural Development has concurred with the construction contracts.

33. Resident Inspection – Full-time inspection is required for this project. Inspection services are to be provided by the consulting engineer unless other arrangements are requested in writing and concurred in by Rural Development. Prior to the preconstruction conference, a resume' of qualifications of any resident inspector(s) will be submitted to the owner and Rural Development for review and approval. The owner will provide a letter of acceptance for all proposed inspectors to the consulting engineer and Rural Development. The resident inspector(s) must also attend the preconstruction conference.

34. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with Rural Development, owner, resident inspector, attorney, contractor, other funders, and other interested parties and will provide minutes of this meeting to the owner and Rural Development.

35. Change Orders – A change order must be submitted for all modifications to the approved scope of work, including existing contracts. This includes non-physical modifications, such as any time extension requests. Prior Rural Development concurrence is required for all change orders.

36. Payments – Prior Rural Development concurrence is required for all invoices and partial payment estimates before Rural Development and/or interim financing funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service

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

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

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

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

    a. Federal grant awards (includes all federal funding sources) less than $120,000 per year.

    b. The best reasonably available interest-bearing account would not be expected to earn in excess of $500 per year on Federal cash balances.

    c. The depository would require an average or minimum balance so high that it would not be feasible within the executed Federal and non-Federal cash resources.

    d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

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

38. Use of Remaining Funds – Applicant contribution and connection or tap fees, if any, will be the first funds expended in the project, followed by non-Rural Development sources of funds. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:

    a. Remaining funds may be used for eligible loan and/or grant purposes provided the use will not result in major changes to the original scope of work and the purpose of the loan and/or grant remains the same.

    b. Grant funds (if any) not expended for authorized purposes will be cancelled after final completion of project. Prior to actual cancellation, you and your attorney and engineer will be notified of Rural Development's intent to cancel the remaining funds and given appropriate appeal rights.

    c. Loan funds that are not needed will be cancelled (de-obligated) prior to loan closing.

    d. Under no circumstance is it appropriate to use remaining funds for a new project outside of the scope of the funded project.

39. Inspections – Rural Development requires pre-final and final inspections, as well as a warranty inspection. Your consulting engineer will schedule a warranty inspection with the contractor and Rural Development before the end of the warranty period to address and/or resolve any warranty issues. Rural Development will conduct an inspection with you of your records management system at the same time and will continue to inspect the facility and your records system every three years for the life of the loan.

40. Construction Completion Timeframe – All projects are required to be completed and all funds disbursed within three (3) years of obligation. If funds are not disbursed within three (3) years of obligation, you must submit a written waiver request with adequate justification of extenuating circumstances beyond your control for an extension of time. Requests for waivers beyond the initial extension will be submitted through the State Office to the Assistant Administrator for concurrence.

41. System for Award Management (SAM) – As the recipient, you must maintain the currency of your information in SAM.gov until (a) you submit to Rural Development the final financial report required by this award and (b) all funds under this award have been disbursed or cancelled, whichever is later. This requires that you review and update your information at least annually after the initial registration and more frequently if required by changes in your information or another award term. Recipients can register online at www.sam.gov.

42. Risk and Resilience Assessment (RRA)/ Emergency Response Plan (ERP) – Rural Development requires all financed water and sewer systems to have an RRA and ERP in place. Technical assistance providers are available to provide assistance in developing these documents if needed. Prior to bid authorization, you must provide certification that an RRA and ERP are complete.

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

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

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

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

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

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

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

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

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

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

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

b. Financial Statements – If you expend less than $750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit. These financial statements must include, at a minimum, a balance sheet and an income and expense statement. You may use Form RD 442-2, Statement of Budget, Income and Equity, and Form RD 442-3, Balance Sheet, or similar format to provide the financial information. The financial statements must be signed by the appropriate official and submitted within 60 days of your fiscal year-end.

c. Quarterly Reports – Quarterly income and expense statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information. The reports are to be signed by the appropriate borrower official and submitted within 30 days of each quarter's end. Rural Development will notify you in writing when the quarterly reports are no longer required.

   Rural Development hereby waives the requirement to submit quarterly reports.

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

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

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

46. Security/Operational Inspections – Rural Development will inspect the facility and conduct a review of your operations and records management system every three years for the life of the loan. You must participate in these inspections and provide the required information.

47. Compliance Reviews and Data Collection – Rural Development will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. You are expected to comply with the completion of the review, including the furnishing of any documents, records, or other applicable material.

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

48. Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

    a. Section 504 of the Rehabilitation Act of 1973 – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.

    b. Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.

    c. The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment,

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

d. Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

e. Limited English Proficiency (LEP) under Executive Order 13166 – LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

f. Controlled Substances Act – Even though State law may allow some activities, as a recipient of Federal funding, you are subject to the Controlled Substances Act. Specific questions about the Act should be directed to your Rural Development servicing office who will contact our Office of General Counsel as appropriate.

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

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

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

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

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

Sincerely yours,

CYNTHIA LEONARD

Digitally signed by CYNTHIA LEONARD
DN: c=US, o=U.S. Government, ou=Department of Agriculture, cn=CYNTHIA LEONARD, 0.9.2342.19200300.100.1.1=12001000125979
Date: 2024.02.14 14:43:09 -05'00'

for LAURETTE TUCKER
CP, Acting Program Director
USDA, Rural Development

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

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

USDA
United States Department of Agriculture

Rural Development

RD Satellite Office

650 North Lee
Highway, Suite 3
Lexington, VA 24450

Voice: 540-319-6466
Fax: 855-636-4613

August 3, 2026

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

Dear Mr. Miller:

The purpose of this letter is to amend the Letter of Conditions dated **February 14, 2024**, which was previously delivered to the Nelson County Service Authority for improvements to the Lovingston sewer system. Any conditions not specifically changed by this amendment remain the same.

The second paragraph of the letter of conditions dated February 14, 2024, is hereby replaced with the following:

This letter is not to be considered as approval of financial assistance or as a representation of the availability of funds. The financial package may be completed on the basis of a Rural Development initial loan not to exceed **$641,000**, a Rural Development initial grant not to exceed **$1,594,000**, a Rural Development subsequent loan not to exceed **$451,000**, and a Rural Development subsequent grant not to exceed **$1,439,000** for a total project cost of **$4,124,776**.

Item numbers 1, 2, 7, 8, 9, and 15 of the letter of conditions dated February 14, 2024, are hereby replaced with the following:

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

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

Project Costs	Total Budgeted
Construction	$ 2,845,800
Project Materials	400,088
Legal Fees	40,000
Bond Counsel Fees	40,000
Interim Financing Interest	310,000
Survey	30,000
PER	30,000
ER	30,000
CCTV Review/Inspection	44,976
Engineering Fees:	
Basic	313,000
Inspection	156,500

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Project Contingency	284,500
TOTAL PROJECT COSTS	$ 4,124,776

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

Project Funding Source	Funding Amount
Rural Development Initial Loan	$ 641,000
Rural Development Initial Grant	1,594,000
Rural Development Subsequent Loan	451,000
Rural Development Subsequent Grant	1,439,000
TOTAL PROJECT FUNDING	$ 4,125,000

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

Any changes in funding sources following obligation of Rural Development funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. You must assure that all project funds are expended only for the eligible items included in the project budget of this letter of conditions or as amended by Rural Development in writing at a later date.

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

Prior to advertisement for construction bids, you must provide evidence showing the approval of funds from other sources. This evidence should include a copy of the commitment letter. Prior to the award of any contract to a contractor, you must provide written evidence that these funds are available for expenditure. Prior to the start of construction, an agreement should be reached with all funding sources on how funds are to be disbursed.

7. Bond Counsel – **As the initial and subsequent loans were obligated in different fiscal years, it will be necessary to issue two bonds.** The services of a recognized bond counsel are required. In accordance with 7 CFR 1780, Subpart D, bond counsel, will prepare the form of Bond Resolution to be used. You should immediately provide your bond counsel with a copy of this letter of conditions. The final bond transcript must include a copy of the adopted Rate Ordinance/Resolution, along with the rules and regulations of the water utility.

8. Security – The loans must be secured by a Revenue Bond, a pledge of the net revenues of your sewer utility on parity with all previous bond issues, a

pledge of the full faith and credit of the Authority, and other agreements between you and Rural Development as set forth in the Bond Resolution, which must be properly adopted and executed by the appropriate officials of your organization.

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

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

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

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

9. Loan Repayment – The initial loan will be scheduled for repayment over a period of 40 years. Payments for the 480 months will be equally amortized monthly installments. For planning purposes, use a 2.25% interest rate and a monthly amortization factor of .00271, which provides for a monthly payment of $2,027.

   The subsequent loan will be scheduled for repayment over a period of 40 years. Payments for the 480 months will be equally amortized monthly installments. For planning purposes, use a 2.875% interest rate and a monthly amortization factor of .00317, which provides for a monthly payment of $1,583.00.

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

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

15. Proposed Operating Budget and User Rate Analysis – Prior to written authorization from Rural Development to proceed with the bidding phase, you will be required to submit a copy of your proposed annual operating budget and rate analysis which supports the proposed loan repayment. The operating budget

should be based on a typical year's cash flow subject to completion of this project in the first full year of operation. The rate analysis will be required to show the number of users, their average consumption based on a twelve-month consecutive average, and a rate structure to support the necessary revenue to make the operating budget cash flow. Form RD 442-7, Operating Budget, or similar form may be utilized for this purpose.

You must establish, adopt, and maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves. This rate schedule must provide for a minimum monthly EDU cost of $80.15.

Prior to requesting authorization to bid, you must provide:

a. A draft rate resolution

b. A use and income analysis and operating budget. These documents must be based on the anticipated active customers, and the budget must show repayment ability.

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

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

The following paragraph is hereby added to the letter of conditions dated February 14, 2024:

48. Build America, Buy America Requirements (BABA)

a. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of

domestic content of the manufactured product has been established under applicable law or regulation; and

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

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

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

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

1. Applying the domestic content procurement preference would be inconsistent with the public interest;

2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

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

c. Definitions:

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

a. Non-ferrous metals;

b. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
c. Glass (including optic glass);
d, Lumber; or
e. Drywall

2. "Domestic content procurement preference'' means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

3. "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

4 "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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

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

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

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

Sincerely yours,

ORA ROLLINS
Deputy State Director
USDA, Rural Development

Attachment – BABA Appendix

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

EXHIBIT B

RUS BULLETIN 1780-27

APPROVED
OMB. No. 0572-0121

LOAN RESOLUTION

(Public Bodies)

A RESOLUTION OF THE Board of Directors

OF THE Nelson County Service Authority

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

Wastewater System

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

WHEREAS, it is necessary for the Nelson County Service Authority
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Six Hundred Forty One Thousand & 00/100 ($641,000) and Four Hundred Fifty One Thousand & 00/100 ($451,000)

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

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

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

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

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

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed $ 1,594,000 and a grant in an amount not to exceed $1,439,000 under the terms offered by the Government; that the Chair, Vice Chair, Executive Director, and Secretary/Treasurer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

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

The vote was: Yeas 3 Nays 0 Absent 2

IN WITNESS WHEREOF, the Board of Directors of the Nelson County Service Authority has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this Tuesday, 20th day of October, 2026

(SEAL)

Attest:

Title Secretary/Treasurer

Nelson County Service Authority

By

Title Executive Director

INSTRUMENT 202602459
RECORDED IN THE CLERK'S OFFICE OF
NELSON CIRCUIT COURT ON
OCTOBER 20, 2026 AT 03:37 PM
LISA D. BRYANT, CLERK
RECORDED BY: KXT

VGT

BOARD OF
SUPERVISORS

THOMAS D. HARVEY
North District

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

LINDA K. STATON
Director of Finance and
Human Resources

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved: August 13, 2024

BOARD OF SUPERVISORS OF NELSON COUNTY, VIRGINIA,

Chair

Exhibit A: Form of Support Agreement

CERTIFICATE

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

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

Dated: August 13, 2024

[SEAL]

Candice W. McGarry

Clerk
Board of Supervisors, Nelson County, Virginia

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BOARD OF SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-86
NELSON COUNTY BOARD OF SUPERVISORS
RESOLUTION AUTHORIZING EASTERN LARKIN PROPERTY SITE CHARACTERIZATION AND GRANT FUNDING THROUGH VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP (VEDP)

WHEREAS, the Board of Supervisors wishes to proceed with initial site characterization of the eastern Larkin property through the Virginia Economic Development Partnership, Virgina Business Ready Sites Program; and

WHEREAS, the Virginia Economic Development Partnership, through its Viginia Business Ready Sites Program, offers a 50/50 matching grant of up to $6,500, for development of an initial site characterization report; and

WHEREAS, procurement of a licensed Engineer or Site Development Professional is needed for the VEDP 50/50 matching grant application and the County desires to continue its March 26, 2021 services agreement with Timmons Group to assist the County with its economic development efforts; and

WHEREAS, an initial site characterization report is required if the Board wishes to proceed with a subsequent VEDP, Virginia Business Ready Sites Program Accelerated Site Characterization grant application.

NOW, THEREFORE BE IT RESOLVED, the Nelson County Board of Supervisors does hereby authorize the following:

- Continued contractual engagement of Timmons Group via the existing March 26, 2021 services agreement between the County and Timmons Group, and
- Execution of the Timmons Group contract addendum proposal dated **November 10, 2026** to develop an initial site characterization report as a deliverable of the VEDP 50/50 matching grant, and
- Submission of an initial site characterization grant application for VEDP 50/50 matching grant funds, inclusive of required local funding.

Adopted: _____

Attest: _____, Clerk
Nelson County Board of Supervisors

TIMMONS GROUP

November 10, 2026

Ms. Candice McGarry
County Administrator
Nelson County
84 Courthouse Square
Lovingston, VA 22949

Re: Proposal for Site Characterization Services – Larkin Site VBRSP Tier Report
Nelson County, VA

Dear Ms. McGarry:

Thank you for the opportunity to work with Nelson County for the completion of Site Characterization Services. We look forward to helping the approximately 673-acre Larkin Site become more competitive in the economic development marketplace by evaluating the site's tier status according to the Virginia Business Ready Sites Program.

In accordance with your request, we are pleased to submit the following proposal for your consideration:

Scope of Services:

1. **VBRSP Site Certification:**

   Timmons Group will complete a site certification report according to the Virginia Business Ready Sites Program. This certification of Larkin Site will include the following:

   - Coordinate directly with local partners and site owner to obtain documentation pertaining to the site characteristics necessary to complete this project in the allotted timeframe. It is anticipated the property owner and the County will communicate the necessary sense of urgency for the local partners and work with the Project Team to facilitate this process in a timely and efficient manner.
   - Conduct on-site and/or GIS-based research to evaluate the attributes for the site in accordance with the VEDP criteria established for the Statewide Site Assessment Study. At the minimum, Timmons Group will visit the site to perform a visual inspection, regardless of ability to access the site. Anticipated GIS-based research will include readily available desktop information such as aerial photography, topography, national wetlands inventory, etc. that will help identify potential site development constraints.
   - Assign a tier level for the site in accordance with the Virginia Business Ready Sites Program (VBRSP) Guidelines and prepare a site characterization letter for the site.
   - Outline the necessary steps and estimated costs to advance the site from its current tier level to each subsequent tier level, up to Tier 4, and outline specific steps to advance each tier. Should additional due diligence or engineering work be required to estimate development costs up to Tier 4, then an "Order of Magnitude" estimated range of costs can be developed with the note that an additional Preliminary Engineering Report will be required. Due diligence items that are required to advance the site to a Tier 4 level will be noted in the summary section of the report. In the cases where additional preliminary engineering work may be required, we will note that in the report as "TBD w/ PER" and provide the Tier 4 "Order of Magnitude" estimate in a separate document to be kept confidential.
   - Assign an overall site score based upon the established scoring criteria developed with VEDP.

Copyright © 2026 Timmons Group – This proposal shall be considered Confidential & Proprietary until such time as a contract has been executed with the Client.

- Prepare a Site Characterization and Assessment Report for the site to generally include constraints, available infrastructure information, schematic level concept plan, tier level, steps and associated budget costs to advance the site the appropriate tier levels, and applicable base maps and schematics.
- *Timmons Group will work with the County to identify the most appropriate 200-300 acre parcel to mover forward with development, and we will make budget recommendations for the entire 673+/- acre site and the recommended 200-300 acre site.*

Project Deliverables

1. **Tier Assessment Site Report:** Timmons Group will produce a report consistent with the VEDP Format that will include the following:
   - Tier Assessment Letter
   - Overall site summary with a summary table of key site features
   - Summary of Wet (water & sewer) Utility Infrastructure
   - Summary of Dry (electric, natural gas and fiber) Utility Infrastructure
   - Summary of Transportation and Access
   - Summary of Site Features
   - Summary of measures to advance the site by Tier up to a Tier 4 Certification

2. **Site Mapping:** Timmons Group will produce site maps consistent with the VEDP format to be incorporated into the above report and will include the following:
   - Aerial
   - Environmental Features (readily available desktop information and provided studies)
   - Utilities
   - Topography / Slope Analysis
   - Schematic Build-out of the site (largest facility and approximate site build out)
   - Composite of above features

NOTE: Report and mapping will be provided in PDF form that can be easily uploaded to VEDP's system.

Locality and Utility Partner Responsibilities

1. Locality to provide readily available due diligence, environmental and engineering studies for the site.
2. Locality / Utility Providers to provide readily available information for the utilities serving the site (capacities, etc.).
3. Locality to fill out a Site Characterization and Analysis questionnaire for the site within 2 weeks of notice to proceed to supplement information already assembled on the site.
4. Locality to assist with acquisition of GIS data layers for the locality that will be necessary to help evaluate the site.
5. Provide any additional information as necessary in a timely manner for Timmons Group to complete the study within the appropriate time frame.

Project Schedule

We are prepared to begin work immediately upon notice to proceed and will endeavor to complete the above-mentioned work within approximately 60 to 90 days. This will be dependent timely responsiveness from the property owner, locality, and utility partners to fill out questionnaires and provide detailed site information within 2 weeks from notice to proceed.

Proposed Fee Schedule

Timmons Group will perform this work under a lump-sum, fixed-fee arrangement as noted below:

1. VBRSP Site Certification	$ 13,000
Total*	***$ 13,000***

**Additional services above and beyond this original scope can be provided on a time & material basis or based on an agreed upon lump sum fixed-fee scope.*

Timmons Group will be glad to provide additional services as requested such as marketing materials, site due diligence, and general consultation as deemed appropriate by the client.

Thanks again for the opportunity to submit this proposal for your consideration. Should you have any questions or need any additional information, please don't hesitate to contact me at your earliest convenience.

Sincerely,

Joseph C. Hines, PE, MBA
Principal-in-Charge

Dave Anderson, PE, AICP
Senior Land Development Consultant

Garland "Mac" McKenzie, PE
Group Leader

Attachment: Exhibit A – Standard Terms and Conditions

Accepted by: **Nelson County, VA**

Signature _____ Date _____

Printed Name _____ Title _____

EXHIBIT A - STANDARD TERMS AND CONDITIONS

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described in the above Letter of Agreement. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the "Project" or "Projects."

2. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, "legal requirements"). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.

3. **PROCUREMENT:** Timmons Group services have been procured via Nelson County's *Consulting Engineering Services 2021-RFP#01* for the development of a regional business park.

4. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group's verification shall be at Client's sole risk and without liability or legal exposure to Timmons Group or Timmons Group's employees. Client agrees to assume all risks associated therewith.

5. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the place of the Project, without regard to its conflicts of laws provisions.

6. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.

7. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.

8. **PROJECT SITE SAFETY:** Timmons Group's Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group's employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project's owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

9. **LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages,

including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or $50,000, whichever is less.

10. **DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. If Timmons Group initiates legal proceedings to collect payment or enforce the terms of this Agreement, the Client agrees to pay, in addition to all amounts due, the greater of (i) Timmons Group's reasonable attorneys' fees and related legal expenses, or (ii) an amount equal to 25% of the total balance owed, including any applicable interest. These legal expenses shall also include the cost, at Timmons Group's standard hourly billing rates, of time devoted to such proceedings by its employees. The parties agree that any such litigation shall be brought in a court of competent jurisdiction, including the jurisdiction where the Project is located.

11. **INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. Timmons Group shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

12. **MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered this 26th day of March, 2021, by and between the County of Nelson, Virginia (the "County") and (the) Timmons Group (the "Contractor") provides:

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

Exhibit 1. This Service Agreement
Exhibit 2 RFP (Consulting Engineering Services 2021-RFP#01) and Response (Timmons Group)

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

B. Contract Price. The County will pay in consideration of the Work as follows: As negotiated and agreed upon by the County and by Timmons Group per each project the County commissions with Timmons Group per addendum to this Agreement.

C. Term. The term of this contract shall be effective throughout the period required for the County and the Timmons Group to complete all work related to the development of a Regional Business Park within Nelson County, as set out in the herein referenced RFP.

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

If to the County:

Stephen A. Carter
County Administrator
Post Office Box 336
Lovingston, Virginia 22949

If to the Contractor:

Joseph C. Hines, PE, MBA, Sr. Principal & Principal-in-Charge
Timmons Group
1001 Boulders Parkway, Suite 3000
Richmond, VA 23225

E. Special Provisions. None or as may be agreed upon by addendum to this agreement.

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

COUNTY OF NELSON

By: Stephen A. Carter

Its County Administrator

TIMMONS GROUP
Contractor

By: Joseph C. Hines

JOSEPH C. HINES, PE

Its Principal-in-Charge

Approved as to form:

Phillip Payne

County Attorney

GENERAL CONDITIONS

1. Debarment Status. By submitting its proposals, Contractor certifies that it is not currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof.

2. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its proposals, Contractor certifies that its proposals were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with its proposal, and that it has not conferred upon any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the

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standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete, and (v) and shall devote adequate resources to meet its obligations under this Agreement.

4. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such "out-of-pocket" expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

5. Changes to the Agreement: Except as provided in the following sentence, changes to this Agreement must be in writing and signed by the both parties. The County may order changes within the general scope of this Agreement at any time by written notice to the Contractor. Changes within the scope of the Agreement include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings.

6. Termination. The County upon written notice to the Contractor may terminate this Agreement for convenience. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

7. Default. If the Contractor should refuse or fail to perform the Work in accordance with this Agreement, or, refuse or fail to fulfill any obligation imposed by this Agreement, then the County may terminate the Contractor's right to proceed and, after written notice, may procure services, in whole or in part, from other sources and Contractor shall be responsible for any resulting additional costs to the County. The right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

8. Acceptance. Neither payment, final or otherwise, nor partial or entire use or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

9. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's

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acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

10. Relationship of Parties. The Contractor's relationship with the County shall at all times be that of an independent contractor. Nothing herein shall be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County.

11. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

12. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

13. Insurance. If insurance requirements are set forth in the RFP, then such requirements govern. If no such requirements are set forth in the RFP, then the following requirements are applicable:

A. Contractor will carry during the term of this Agreement the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars ($1,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation as required by law and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000), and (iv) automobile liability with One Million Dollars ($1,000,000) combined single limit. Coverage for errors and omissions will be carried if required in the RFP and in the limits provided therein.

B. Each party hereby grants to the other a waiver of any right to subrogation which any insurer of a party may acquire against the other by virtue of the payment of any loss under such insurance. Each party agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether a party has received a waiver of subrogation endorsement from its insurer.

C. Contractor shall immediately notify the County in writing of any material changes or terminations of any of the coverages required in this Agreement. If requested to do so by the County, the Contractor shall provide the County with an Acord certificate of insurance which shall have attached thereto the appropriate endorsement, coverage form, or binder, as the case may be.

14. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of five (5) years from the completion of the Work.

15. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

16. Confidential Information. A. "Confidential Information" means any information of a party that is treated as confidential by that party, including, without limitation, all data, information, files, programs, electronic or digital data or information concerning or pertaining to either party's trade secrets, technology, processes, strategies, business, operations, marketing, finance and accounting, pricing, costs, expenses, bids and proposals, clients, customers, customer lists, prospective customers, assets, properties, employees, vendors, agents, representatives, databases, transactions or banking. Confidential Information shall include any material supplied orally or in writing, whether identified or marked as "confidential" or not and shall include derivative information produced by a party or an employee or contractor of a party, such as compilations, studies, briefs, synopsis, notes, memoranda, outlines and similar information. Confidential Information shall include, without limitation, all such information delivered, shown or revealed to the other party prior to the date hereof.

B. A receiving party agrees:

(i) not to disclose or otherwise make available Confidential Information of the disclosing party to any third person without the prior written consent of the disclosing party; *provided, however,* that the receiving party may disclose the Confidential Information of the disclosing party to its officers, employees, consultants, and legal advisors who have a "need to know," who have been apprised of the restrictions set forth in this section, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this section;

(ii) to use the Confidential Information of the disclosing party only for the purposes of performing its obligations under the Agreement; and,

(iii) to immediately notify the disclosing party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the disclosing party.

C. The obligations of the receiving party to safeguard Confidential Information shall not extend to information that is required to be disclosed pursuant to a requirement of a governmental agency, or is required or compelled to be disclosed by operation of law, provided that prior to any such a disclosure the disclosing party shall be notified of the requirement of the disclosure and

shall have the right and opportunity to seek a protective order to limit or block such a disclosure and that the information, if required to be disclosed, is the minimum legally required to be disclosed.

D. The provisions of this section shall survive the termination or other conclusion of this Agreement.

17. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.

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

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

18. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of this prohibition.

JCT

b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.

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

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

19. Faith Based Organizations. The County does not discriminate against faith-based organizations.

20. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

21. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

22. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. Assignment. Contractor's obligations under this Agreement may be neither assigned nor transferred to any other person, firm, or corporation without the prior written consent of the County.

24. Successors. This Agreement shall inure to the benefit of and be binding on the parties, and their heirs, successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

25. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

26. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement without regard to choice of law principles. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the state courts of Nelson County, Virginia.

27. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

28. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

29. Cooperative Procurement. [X] (Check if applicable.) The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

END

V C

BOARD OF
SUPERVISORS

ERNIE Q. REED
Central District

JESSE N. RUTHERFORD
East District

J. DAVID PARR
West District

DR. JESSICA LIGON
South District

A. CAMERON LENAHAN
North District

CANDICE W. MCGARRY
County Administrator

AMANDA B. SPIVEY
Administrative Assistant/
Deputy Clerk

GRACE E. MAWYER
Director of Finance and
Human Resources

RESOLUTION R2026-87
NELSON COUNTY BOARD OF SUPERVISORS
APPROVAL OF FUNDING FOR NELSON FFA AGRICULTURAL COMMUNICATIONS TEAM BELT BUCKLES

WHEREAS, on October 23, 2026, the Nelson County FFA Agricultural Communications team placed second at the National FFA Convention in Indianapolis; and

WHEREAS, the Nelson Senior FFA has requested $1,000 in funding to provide belt buckles for the team and coach in recognition of their hard work and excellent representation of Nelson County, and Virginia;

NOW THEREFORE BE IT RESOLVED that the Nelson County Board of Supervisors hereby approves the Nelson Senior FFA's funding request of $1,000 to purchase belt buckles for the Nelson County Agricultural Communications team and its coach;

BE IT FURTHER RESOLVED that the Board will formally recognize these outstanding students and present them with their hard-earned buckles at an upcoming Board of Supervisors meeting.

Approved: _____

Attest:_____,Clerk
Nelson County Board of Supervisors

Nelson Senior FFA

Nelson County High School
6919 Thomas Nelson Highway
Lovingston, VA 22949
(434) 263 –8317 Fax: (434) 263-5987

November 5, 2026

Mrs. Candy McGarry
County Administrator-Nelson County
P.O. Box 336
Lovingston, VA 22949

Dear Mrs. McGarry,

It is with a great deal of pride and satisfaction that I write to you and the Nelson County Board of Supervisors to share this good news and to make a request.

On Friday October 23, 2026 the Nelson County FFA Agricultural Communications team was recognized at the National FFA convention as this year's national runner up team. Yes, this new team placed second on the national level. The best representation from Virginia in the 26-year history of the event. Team members were James Martin, Lily Allen, River Wood, and Kyle Evans.

After winning their state contest in June the team spent the entire summer and fall preparing for the national events. The months of hard work and preparation paid off for these young citizens of our county.

These students represented Virginia, Nelson County and our citizens in an outstanding manner. I am asking for the Nelson County Board of Supervisors to carry on the tradition of the past by again purchasing belt buckles for the national second place team and present them at a Nelson County Board of Supervisors meeting. Ideally the recognition of the team could coincide with the presentation of the buckles. The cost for the buckles for the students and coach would be approximately $1,000.00.

The Board's tradition, of rewarding students that distinguish themselves, their families, and the County of Nelson was a key motivating factor for these students. I appreciate the board's generosity in the past and look forward to working with you in the future.

Sincerely,

D. Cole Ramsey

Cole Ramsey
FFA Advisor
Nelson County High School

November 17, 2026

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

Board/Commission	Term Expiring	Term & Limit Y/N	Incumbent	Re-appointment	Applicant(s)
Board of Zoning Appeals	11/11/2026	5 Year Term/No limits	Angela Jones	Y	Angela Jones
					Randolph Campbell
JABA Advisory Council	12/31/2026	2 year Term/No limits	Dr. William Iverson	**Y**	Dr. William Iverson

(2) Existing Vacancies:

Board/Commission	Term Expiration	Term & Limit Y/N	Incumbent	Re-appointment	Applicant(s)
MACAA Board of Directors	6/30/2026	3 year term/No limits	Ann Mische	N	Ed Hicks
					Kelley Kassay
N.C. Library Advisory Committee - North District	6/30/2026	4 year term/No limits	Jennifer Page	N	Advertising
Thomas Jefferson Area Community Criminal Justice Board	6/30/2026	3 years/2 term limit	Mark Stapleton	N - resigned	Kelley Kassay
Ag & Forestal District Advisory Committee - Producer	5/13/2027	4 year term/ 3 term limit	Andy Wright	N - resigned	James Bolton

BOARD OF ZONING APPEALS

Board Appoints & Recommends Certification by the Circuit Court

Name & Address	Term Expiration Date
Angela Jones 148 Miles Lane Faber, VA 22938 H 434-995-9441 ajjones9267@gmail.com	November 11, 2026
Mary Kathryn Allen 7763 Richmond Hwy. Gladstone, VA 24553 H (434) 942-7965 mkdallen01@gmail.com	November 9, 2028 (appointed 3-10-26)
W. Jerrold Samford 302 Bellevette Place Arrington, VA 22922 (804) 314-7291 jerry.samford@troutman.com	November 11, 2027
Michael Harman (Active PC Member) 2828 Embly's Gap Road Roseland, VA 22967 (434) 277-5016 (H) koms@lynchburg.net	November 1, 2029 (appointed 9-15-26)
Shelby Bruguiere 1339 Stoney Creek West Nellysford VA 22958 540-456-6778 (H) Shelby@DickieBros.com	November 10, 2030
Philippa Proulx (Alternate) 950 Avon Road Afton, VA 22920 (540) 456-6849 (H) proulx@lumos.net	March 30, 2030 (appointed 9-15-26)

BOARD OF ZONING APPEALS

Board Recommends Appointment to the Circuit Court.

Established: by Article 14 of the Nelson County Code,

Composition: 5 members and an alternate recommended by the BOS and appointed by the Nelson Circuit Court, 1 of which is an active Planning Commission member.

Term of Office: 5 years; No Term Limits

Summary of Duties:
To hear and decide applications for Special Use Permits where authorized by Ordinance including deciding interpretation of the district map where there is uncertainty as to location or boundary. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to public interest.

Meetings:
Meetings are held at the call of the Chairman or at such times as a quorum of the board may determine. Members serve on a volunteer basis without pay other than for travel expenses.

NELSON COUNTY 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: Stephen A. Carter, Clerk of Board
Post Office Box 336
Lovingston, VA 22949

or fax to (434) 263-7004

Date 10/25/2016

Mr. _____ Mrs. X Ms. _____

Name: Angela Jones

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

1. BZA Zoning Board of Appeals

2. _____

3. _____

Home Address: 146 Miles Lane

Faber, Va. 22938

Occupation: Respiratory Therapist Employed by: Roberts Home Medical, INC

Home Phone No.: 434-995-9441 Business Phone No.: [redacted]

Fax No.: [redacted] E-Mail Address: ajjones9267@gmail.com

Do you live in Nelson County? Yes ☑ No ☐

Are you currently a member of a County Board, Commission, Committee or Authority? Yes ☐ No ☑

If yes, list the Board(s):

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

Good Listening skills. A willingness to serve the community in the best way I know how.

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 father was on the Board for years and I had the privilege of attending a few meeting with him.

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

A resume or separate sheet with additional information may be included.

ATTENDANCE REQUIREMENTS
Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ☑ No ☐

NELSON COUNTY BOARDS AND COMMISSIONS APPLICATION FORM

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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 11 Aug 2026

Mr. ✓ Mrs. _____ Ms. _____

Name: Randolph A Campbell

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

1. Board of Building Code Appeals
2. Nelson County Service Authority
3. Nelson County Planning Commission

Home Address: 9707 Critzer's Shop Rd.
Afton, VA 22920

Occupation: Facilities Manager Licensed Trades Employed by: The University of Virginia

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

Fax No.: — E-Mail Address: [redacted]

Do you live in Nelson County? Yes ✓ No ___

Are you currently a member of a County Board, Commission, Committee or Authority? Yes ___ No ✓

If yes, list the Board(s):

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

Certified Education Facilities Professional CEFP Facilities Management Professional FMP, Certified Six Sigma 40+ years Construction and Facilities Management, Licensed Trades Manager

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?

Knowledge of trades, Team Collaboration, Facilities and Operations Leadership, Infrastructure Reliability, Asset Life cycle Management, Capital Planning, Regulatory Compliance

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

Safety Champion, Staff Senator, Apprenticeship Advisory Board, Industry Lecturer Presenter, USAF protested Veteran

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 ___

JEFFERSON AREA BOARD FOR AGING ADVISORY COUNCIL

2 Members

	Term
Carl Stellwag 411 Perry Lane Faber, VA 22938 C (703) 344-4267 carlstellwag@gmail.com	January 1, 2026-December 31, 2027
Dr. William O. Iverson 340 Twin Hollow Lane Faber, VA 22938 W (908) 884-6267 H (434) 361-0144 iversonw2019@gmail.com	January 1, 2025-December 31, 2026 (appointed 2/18/25)

Term(s) of Office: 2 years: January 1st to December 31st

Summary of Duties: Responsible for developing a comprehensive and coordinated system for services for all persons 60 and over. Acts as an advocate for seniors' interests and as a resource for agencies, organizations and individuals. Provides information referral/tracking service and transportation to improve links between older persons and existing service.

Meetings: Meets the first Thursday of each month at Noon at JABA 674 Hillsdale Drive, Charlottesville. Members serve on a volunteer basis. Contact: Christina Evans CEO. cevans@jabacares.org, ph 434-817-5238

MONTICELLO AREA COMMUNITY ACTION AGENCY -MACAA
BOARD OF DIRECTORS

1 GOVERNMENT REPRESENTATIVE MEMBER

MEMBER	TERM EXPIRATION
Ms. Ann Mische 1856 Monocan Drive Nellysford, VA 22958 (434) 361-1114 izzy2017mine@gmail.com	June 30, 2026 (T1)

Term(s) of Office: 3 years from date of appointment, 2 term limit

Summary of Duties: To serve as an advisor representing the interests of Nelson County in furthering MACAA's mission of eradicating poverty and improving the lives of people living in the served communities.

Board of Directors: MACAA's Board of Directors consists of 15-18 members, with equal representation from three sectors of the community - the private sector (businesses, educational institutions, and other non-profit organizations), the public sector (elected officials from each of the jurisdictions served or their appointed representatives) and constituents (elected representatives of low-income groups). Terms vary from one to five years. Individuals from the community may serve as non-voting members of Board committees.

Meetings: The Board meets at 5:30pm on the last Thursday of each month (November and December meetings combined). Committee meetings vary throughout the month. Meetings are held at the MACAA offices: 1025 Park Street, Charlottesville VA 22901. Phone: 434-295-3171, Fax: 434-296-0093 Office Hours: 9am – 5pm M-F.

URL: www.macaa.org MACAA's Acting Executive Director, Trish Anderson (434) 295-3171 tanderson@macaa.org.

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 10/16/26

Mr. X Mrs. _____ Ms. _____

Name: Marion Edward "Ed" Hicks, JR.

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

1. MACAA Board of Directors
2. JABA Council on Aging
3. Thomas Jefferson Community Criminal Justice Board

Home Address: Mailing: P.O. Box 485 Lovingston, VA 22949
Physical: 711 Front Street Lovingston, VA 22949

Occupation: Retired Employed by: UVA Orthopedics/Prosthetics & Orthotics (was)

Home Phone No.: [redacted] (cell) 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 have served on several boards over the years & still do. Past: Adventure Camp Inc, Board of Certification Reflexologists. ABC Test Writing Board, Lovingston-Rockfish Ruritan Club, Ruritan National Board as National Director Present: Rockfish Valley Ruritan Park Foundation

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 have the time to serve my community. I want to help families & individuals with needs they face in our community. I want to be a voice for the community.

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

See Attached Bio

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 ___

Ed Hicks, C.Ped., CO, Retired
Marion Edward "Ed" Hicks, Jr

Ed Hicks has worked in the profession of Orthotics since 1974, achieving the destinations of registered Orthotic technician, registered Orthotic fitter, Certified Pedorthist and Certified Orthotist. Ed attended Northwestern University for his Pedorthics degree and was certified in Pedorthics, 1988. He was the first Certified Pedorthist in the state of Virginia.

Ed was certified through the American Board for Certification in Orthotics, Prosthetics and Pedorthics Inc.

Ed was with the University of Virginia's Department of Orthopaedics, division of Prosthetics and Orthotics since 1986 where he provided clinical and inpatient care as a Certified Pedorthist and a Certified Orthotist. He was a staff pedorthist / orthotist for clinics, which covered wound care, diabetic and rehabilitation services. He has also taught classes for residents in Orthopaedics and Physical Medicine and Rehabilitation. He was an instructor for the UVA School of Nursing, wound care nursing program. He retired from UVA in 2019.

Ed was a member of the Pedorthic Footwear Association, the American Orthotics and Prosthetics Association and the American Academy of Orthotists and Prosthetist.
He has served as a staff member of the University of Virginia's Department of Prosthetics and Orthotics Residency Program and the Board for Certification in Pedorthics' Qualified Work Experience Program.

He had served on the Board for Certification in Pedorthics as a member at large. While on the board he worked on several committees. He served on committees with the American Board for Certification in Orthotics, Prosthetics and Pedorthics, Inc.

Ed worked with the Department of Labor starting a new program for Prosthetics and Orthotics in 2008.

Ed holds a Ruritan Tom Downing Fellowship and Ruritan Forever designation.

Ed was involved in various community services. He served as President of Lovingston Village Association. He served on the Board of the Adventure Camp, Inc. as treasurer and as a volunteer/staff member. He also headed up fund raising for the camp. (This is a camp for children with limb loss). He also served as president of the Lovingston-Rockfish Ruritan Club. This is a service club which provides scholarships and funds for local children's needs. He served as Ruritans 2009 Zone 3 Governor for the Woodrow Wilson District. He was Woodrow Wilson 2016 Lt. Governor and 2017 District Governor. He served on the Ruritan National Board 2018-2021. He presently serves on the board for the Rockfish Valley Ruritan Park Foundation. He serves as President of The Watchmen Men's Fellowship and leader of the O2B Adult Fellowship.

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: 10/15/2026
Mr. Mrs. **Ms**. Name: Kelley J Kassay
List a maximum of three (3) Boards on which you are interested in serving. 1. 2. 3.

NC Library Advisory Committee – 1 vacancy, North District
Thomas Jefferson Community Criminal Justice Board – 1 vacancy at large
MACAA Board of Directors – 1 vacancy

Home Address: 790 Front St. Lovingston, VA 22949
Occupation: Employed by: Self Employed
Home Phone No.: [redacted]
Business Phone No.: same
Fax No.: N/A
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)?
Not currently
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:

I believe I would be a strong candidate for these board positions because I bring a unique combination of professional experience, lived experience, resilience, and an unwavering commitment to serving the citizens of Nelson County.

Over the past four years, I have dedicated myself to rebuilding my life, healing from trauma, and gaining a deeper understanding of legal systems, advocacy, and community resources. Through that process, I have learned how difficult it can be for individuals and families to navigate hardship, systemic barriers, family conflict, and injustice. Those experiences have strengthened my desire to serve others and help ensure that members of our community have access to the resources, support, and information they need during challenging times.

My experiences have allowed me to see both sides of service. I have been the person offering assistance to others and, at times, the person in need of assistance. That perspective has given me empathy, practical understanding, and a genuine appreciation for the organizations and

public servants who support our community.

The Nelson County Library system has been an invaluable resource. For many individuals facing difficult circumstances, communication barriers, isolation, or uncertainty, libraries provide access to information, education, technology, and resources that can be life-changing. During my own journey, access to information and legal resources empowered me to better understand my situation, advocate for myself and my family, and continue learning. I believe libraries play a critical role in creating informed, empowered, and connected communities.

Likewise, my experiences with the criminal justice professionals serving Nelson County renewed my faith in those who protect and serve. During periods of uncertainty regarding the safety and well-being of my family, I witnessed firsthand the professionalism, compassion, and commitment of those working within our justice system. Their efforts helped ensure that my family felt protected, supported, and safe. This experience has deepened my appreciation for the importance of a strong, fair, and community-focused justice system and inspired me to contribute positively to those efforts.

MACAA holds a particularly special place in my heart because of the support and encouragement it provided during one of the most difficult periods of my life. Their mission of helping individuals and families achieve stability and self-sufficiency is essential to the health and strength of our community. With my background in nonprofit work, advocacy, community outreach, and strategic development, I believe I can help expand awareness, strengthen partnerships, and identify funding opportunities that will allow the organization to serve even more people in need.

Most importantly, I want to turn adversity into service. I have worked hard to become stronger through the challenges I faced, and I am committed to using those experiences, along with the knowledge and skills I have gained, to support others, strengthen our community, and help ensure that every person feels seen, heard, and valued. I believe my perspective, dedication, and commitment to public service would allow me to make meaningful contributions to these boards and the residents they serve.

A resume or separate sheet with additional information may be included. **(CV attached)**

ATTENDANCE REQUIREMENTS Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.
In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed? **Yes** No

Sent with Proton Mail secure email.

Kelley J. Kassay LPN

PO Box 131 • Lovingston, VA 22949 • [redacted] • [redacted]

Professional Education

Practical Nursing Certificate — December 2017
Piedmont Virginia Community College — Charlottesville, VA

Career Studies Certificate (Health Science Preparation) — December 2015
Piedmont Virginia Community College — Charlottesville, VA

General Studies Certificate — December 2015
Piedmont Virginia Community College — Charlottesville, VA

Professional Licensure & Certifications

Licensed Practical Nurse Licensure in Virginia (0002096430) — 2/16/18-3/31/25
BLS Certification, American Heart Association (SCI10CXL6M8Y) — 2016-Present

Professional Work Experience

Home Health Primary LPN — May,2018-March, 2024
Home of Pediatric Patient — Richmond, VA
Henrico, Virginia

Airway & Respiratory Care (Tracheostomy Management)

- Suctioning the trach as needed to maintain airway patency
- Performing routine trach care, including cleaning and dressing changes
- Monitoring for signs of respiratory distress, infection, or complications
- Administering oxygen therapy or ventilator support if required
- Assisting with trach changes per physician orders

G-Tube & Nutritional Support

- Administering tube feedings per prescribed schedule and rate
- Flushing the G-tube to maintain patency
- Checking residuals and assessing tolerance to feedings
- Providing skin care around the tube site to prevent infection
- Administering medications via G-tube as prescribed

Medication Administration & Monitoring

- Preparing and administering prescribed medications via IV, G-tube, or other routes
- Monitoring for adverse reactions or side effects
- Maintaining accurate medication records
- Ensuring proper storage and handling of medications

Medical Equipment & Device Management

- Operating and troubleshooting ventilators, suction machines, and feeding pumps
- Monitoring and maintaining any additional medical devices (e.g., pulse oximeters, nebulizers)
- Ensuring all equipment is functioning properly and reporting malfunctions

Hygiene, Skin Care, & Infection Control

- Providing complete or assisted hygiene care (bathing, oral care, perineal care)
- Turning and repositioning patient to prevent pressure ulcers
- Performing wound care as needed
- Implementing infection control measures (hand hygiene, PPE use)

Patient Monitoring & Documentation

- Assessing vital signs, oxygen saturation, and overall condition
- Monitoring for changes in condition and reporting to RN or physician
- Documenting care provided, patient response, and any concerns
- Communicating with family members and healthcare team

Emergency Preparedness & Response

- Recognizing and responding to respiratory distress, aspiration, or cardiac events
- Performing emergency trach reinsertion if needed
- Administering CPR if required
- Keeping emergency equipment (ambu bag, suction) readily available
- Responsible for organization and efficient operations of unit processes
- Maintain par levels of medical equipment and office supplies
- Ordering supplies as needed
- Maintain accurate patient documentation

Health Unit Coordinator (SRO Float) April 2017-Present
All inpatient Units Charlottesville, VA
University of Virginia Health System

- Serves as primary communication for internal and external customers, physicians, staff, and patients
- Responsible for organization and efficient operations of unit processes
- Maintain par levels of medical equipment and office supplies

- Ordering supplies as needed
- Maintain accurate patient documentation
- Coordinate and prioritize needs of milieu patients and staff
- Facilitate internal and external transportation of medical equipment and patients
- Application of telephone etiquette and effective communication skills
- Apply independent judgment when prioritizing patient needs
- Create, dissemble and maintain health information records
- Answer patient call bells in a timely fashion and relay patient needs to health care personnel timely and efficiently
- Respond to cardiac monitoring calls and disseminate emergent needs as necessary to appropriate personnel
- Adapting to unfamiliar milieu settings, requiring immediate detection of unit and staff needs
- Greet and check in patients and visitors
- Assign required communication and medical devices to nursing and patient care staff
- Effectively communicate to achieve optimal patient outcomes
- Educate and train staff on institution and unit policies and procedural implementation as necessary
- Complete vital record information forms and submit appropriately
- Coordinate appointments for patients within facility and external facilities as needed
- Perform various clerical duties
- Consistently ensuring patient, staff and visitor safety
- Maintain strict confidentiality of all patient information and medical records
- Reduces barriers to facilitate communication.
  - Role models effective listening skills. Demonstrates proficient and timely conflict management skills, working proactively to resolve unit concerns.
  - Effectively communicates between nursing units, within assigned service area, and institutionally.

Nursing School Jan 2016-April 2017

Pre Authorization/Certification Coordinator Feb 2008-Jan 2016
University of Virginia Health System Charlottesville, VA

- Obtain pre-certification/authorization for 1,500+ cases per month
- Initiate pre-determination for inpatient admissions & outpatient diagnostic tests/surgeries
- Serve as administrative support function for various clinics throughout Health System.
- Applies and interprets policies and procedures
- Utilizes independent judgment and decision making in a medical setting.
- Consistently striving to achieve goals and minimize denial rates for billing charges
- Ensure minimum loss of revenue and maximum payment for services
- Ensuring appropriately coding procedures, determining accurate CPT and ICD-10 codes.
- Maintains a working knowledge of health insurance carrier contract changes, additions, and departmental policy and procedures.
- Efficiently navigate various EMR systems and online health insurance portals
- Serve as primary communication source for Health System administration team
- Advocate for department members by serving as the employee council representative

- Responsible for maintaining positive and effective working relationships with outside carriers, medical office staff, and internal personnel to achieve maximum efficiency and accuracy
- Telephone etiquette and independent judgment application
- Protect patient medical information
- Maintain records and logs
- Maintain par level and order supplies
- Assist with orientation and training of other staff
- Provide cross coverage for other service areas as needed
- Serve as employee liaison and advocate

Office Services Supervisor Sr. Dec 1996-Feb 2008
Department of Otolaryngology Head & Neck Surgery Charlottesville, VA
University of Virginia Health System

- Manage day-to-day operation and all clerical support staff for dual departments in outpatient setting
- A2k3 registration and scheduling
- Ensure positive patient and visitor relations and satisfaction
- Coordinate staff and physician resident work schedules
- Prepare, process and approve payroll for staff
- Complete and present staff performance evaluations
- Maintain accurate record, logs and par levels
- Responsible for staff recruitment and training
- Enforce Health System policies and procedures
- Disciplinary action and staff termination as appropriate and necessary
- Quality control and assurance
- Review and approve supply requisitions
- Maintain par level and order office supplies/medical equipment
- Routinely prepare financial and statistical reports
- Serve as patient advocate by ensuring maximum health insurance coverage for services rendered
- Monetary management
- Provide additional clerical support as necessary
- Serve as liaison for patients and physicians

Professional Activities

University of Virginia Health System

Orientation Coordinator Feb 2008-Jan 2016

- Coordinates orientation programs for new staff members
- Reviews and revises all clinic-based orientation programs and manuals annually
- Annually reviews clinic-based New Hire Form and Policy and Procedure manual
- Ensures NetLearning CBL assignments and completion

Medical Center Employee Council Representative Jan 2014-Jan 2016

- Integrate staff into University governance and affairs

- Facilitate communication between staff, administration, faculty and other partners
- Foster staff development and recognition
- Monitor University policies, programs and initiatives important to staff well-being and, when necessary, take appropriate action, which could include:
  - Identifying areas of concern and making recommendations for improvement;
  - Working with appropriate offices on grounds to clarify policy and program guidelines so that information is clear, transparent and accessible to staff
  - Disseminating information about University programs, policies and initiatives, and providing resources needed to navigate University systems so that staff has the tools to advocate for themselves.

Patient Advocacy Council Representative Jan 2014-Jan 2016

- Serve as a voice for patient complaints and concerns
- Contribute to problem solving and improving access to, and reimbursement for, high-quality healthcare throughout the Health System
- Identify and address potential safety issues for patients, staff, and visitors of the Health System
- Disseminating information to management and staff regarding issues, solutions, new policies and procedures
- Ensure patient satisfaction and optimal patient care throughout the Medical Center

Employee Engagement, Member Aug 2008- Jan 2016

- Work with other committee members to ensure work life balance, resulting in a satisfactory working environment, professional development, and improved staff retention
- Promoting positivity into the unit culture
- Created and coordinated an Appreciative Inquiry retreat for the team members, resulting in stronger comradely and employee satisfaction
- Foster a healthy work environment, by role modeling professional behaviors to colleagues.
- Serve as a reliable source to peers, always providing guidance and support.

Honors and Awards

2017 Licensed Practical Nurse Academic Award April 2017
Piedmont Virginia Community College

You Make A Difference Award August 2012
UVA Health System

Fifteen Year Service Award
December 2011
UVA Health System

Ten year Service Award December 2006
UVA Health System

Certificate of Excellence March 1999
UVA Health System (leadership award)

Professional Presentations and Staff Education

Evidence Based Practice Presentation August 2017
Piedmont Virginia Community College

Ethical Principles in Nursing Presentation Nov 2016
Piedmont Virginia Community College

Marketing Plan Proposal June 2016
Bank of the James

Community Service

Raising Awareness for Neuroblastoma:

- Cove Creek Park Fundraiser June 2005
- Mason Thomas Golf Tournament Fundraiser June 2006
- Domino's Pizza Fundraiser August 2005
- Elks Lodge Fundraiser September 2005
- Moose lodge Neuroblastoma Fundraiser October 2005
- Neuroblastoma Conference Manhattan NY, New York April 2009
- Neuroblastoma Fundraiser August 2009
- Ishan Gala Foundation Concert to Raise Awareness February 2010
- Paintball Tournament, Richmond VA February 2010
- Miles for Mason walk April 2011
- Mason's Toy Box Organization Dec 2011-Present

Executive Director and Co-Founder of Mason's Toy Box Foundation

- Planning and operation of annual budget
- Establishing employment and administrative policies and procedures for all function and for day-to-day operations
- Maintaining current knowledge of non-profit laws and regulations, ensuring all adhere to them
- Serving as primary spokesperson to organization's constituents, media, and the general public
- Establishes and maintains relationships with various organizations throughout the state, and utilizes these relationships to strategically enhance the organization's mission
- Works closely with Board of Directors to seek their involvement in policy decisions, fundraising attempts, and to increase the overall visibility of the Foundation throughout the State
- Supervise and collaborate with organization staff and volunteers
- Strategic planning and implementation of all organization activities
- Oversee organization Board and committee meetings
- Oversee marketing and other communications efforts

- Review and approve contracts for services
- Demonstrates transparent and high integrity leadership
- Solid, hands-on, budget management skills, including budget preparation, analysis, decision-making and reporting
- Demonstrates strong organizational abilities including planning, delegating, program development and task facilitation
- Ability to convey a vision of Mason's Toy Box's strategic future to staff, board, volunteers, sponsors and donors
- Demonstrates knowledge of fundraising strategies and donor relations unique to nonprofit sector
- Possesses strong and effective skills to collaborate with, and motivate board members and other volunteers
- Demonstrates ability to interface and engage diverse volunteer and donor groups
- Demonstrates strong public speaking ability
- Establishes strong working relationships with community members and businesses
- Attain and sustain funding support from community and government sources to ensure continued growth and efficient operations of organization
- Other duties as assigned by the Board of Directors

Ishan Gala Foundation

- Served on Board of Directors July 2009-Dec 2011

THOMAS JEFFERSON AREA COMMUNITY CRIMINAL JUSTICE BOARD

NAME, ADDRESS & PHONE	TERM
Governing Body Representative	Annually Appointed
Sheriff Mark Embrey 94 Courthouse Square/P.O. Box 36 Lovingston, VA 22949 PH: (434) 263-7050 membrey@nelsoncounty.org	January 2026 – December 31, 2026
Citizen Representative	3 Years, 2 Consecutive Term Limit
VACANT	July 1, 2023 – June 30, 2026 **(UT)**

Authority: Established by the Code of Virginia §53.1-180 et seq. & §19.2-152 et seq.

Membership: Local membership is one (1) Governing Body Representative and one (1) Citizen Representative. Members serve on a volunteer basis.

Term(s) of Office: The Governing Body representative is annually appointed at the BOS annual organizational meeting; the Citizen Representative Term is 3 years with a **2 consecutive term limit unless no other person meets the criteria for the position.**

Summary of Duties: To enable participating localities to work together to develop community-based pretrial court services and post conviction alternatives to incarceration for misdemeanants and certain non-violent felons.

Meetings: Meetings are held 4 times a year usually on the second Wednesday (January, April, July and October) at 4:00 PM at the Albemarle County Office Building. Thomas Jefferson Area Community Criminal Justice Board, Thomas Jefferson Area Crisis Intervention Team (CIT), 1600 5th Street Ext, Room B, Charlottesville, VA 22902, Office: (434) 296 - 2441 Ext: 117, FAX: (434) 979 – 4038. Contact: Matt Vitale mvitale@oar-jacc.org

Agricultural & Forestal District Advisory Committee

Citizen Members (Producers) 4	**Term 4 years**
VACANT	May 13, 2023 – May 13, 2027
Billy Newman enviroforllc@netscape.net 356 Deer Run Lane Shipman, VA 22971 434-263-4172 (H)	May 13, 2023 – May 13, 2027 (T4)
Susan McSwain losthorseshoe3@gmail.com 3254 Dutch Creek Lane Shipman, VA 22971 434-263-6714 (H)	May 13, 2023 – May 13, 2027 (T5)
Ernie Reed ereed@nelsoncounty.org 971 Rainbow Ridge Road Faber, VA 22938 434-249-8330	May 13, 2023 – May 13, 2027 (T1)
Citizen Members (Other Landowners) 4	
Joyce Burton joybirdpt@gmail.com 96 Old Turtle Place Nellysford, VA 22958 434-361-2328	May 13, 2023 – May 13, 2027 (T3)
Ben Kessler bkessler@gm.slc.edu 1323 Glass Hollow Road Afton, VA 22920 434-227-2317 (H)	May 13, 2024 – May 13, 2028 (UT) (Appointed 06-11-24)
Deborah H. White debbiewhitecpa@gmail.com 749 Glass Hollow Road Afton, VA 22920 (804) 615-9151	May 13, 2023 – May 13, 2027 (UT) (Appointed 12-16-25)
Charlotte L. Rea the.creac1@gmail.com 411 Bland Wade Ln. Afton, VA 22920 540-456-6509 (H) 434-996-7291 (Cell)	August 13, 2023 – May 13, 2027 (T2)

Commissioner of Revenue
Kim Goff kgoff@nelsoncounty.org 434-263-7070
P.O. Box 246
Lovingston, VA 22949

Board of Supervisors Member

Jesse Rutherford jrutherford@nelsoncounty.org
P.O. Box 336
Lovingston, VA 22949
434-981-8728

Establishment: Established by the Code of Virginia §15.2-4300 et seq. and the Code of Nelson County, Chapter 9, Article V. on February 11, 2003.

Members: Consists of 10 members, four (4) agricultural producers, four (4) other landowners, the Commissioner of Revenue and a Board of Supervisors member.

Term: Regular terms are 4 years from May 13th to May 13th with a term limit of 3 consecutive terms except in cases where there are no new applicants to fill the vacancy.

Summary of Duties: To advise the Planning Commission and the County governing body and assist in creating, reviewing, modifying, continuing or terminating districts within the county. In particular, the committee shall render expert advice as to the nature of farming and forestry and agricultural and forestal resources with the district(s) and their relation to the entire county.

Meetings: Meetings are held on an as needed basis. Members serve on a voluntary basis, but the Board of Supervisors may at its discretion, reimburse each member for actual and necessary expenses incurred in the performance of duties.

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 10/26/2026

Mr. ✓ Mrs. _____ Ms. _____

Name: James Bolton

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

1. Agricultural/Forestal District Advisory Committee
2. _____
3. _____

Home Address:
312 Perry Ln

Lovingston, VA 22949

Occupation: Retired Employed by: _____

Home Phone No.: _____ Business Phone No.: _____

Fax No.: _____ E-Mail Address: _____

Do you live in Nelson County? Yes ✓ No ___

Are you currently a member of a County Board, Commission, Committee or Authority? Yes ___ No ✓

If yes, list the Board(s):

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

I currently belong to the Davis Creek AFD as a producer member with my land under forest land use, and believe in the AFD concept as a way to maintain the County's rural character by working to protect and conserve agricultural and forested land as valuable resources. As I was involved in organizing the expansion of theDavis Creek AFD in 2015, I am also familiar with the pertinent portions of the Nelson County Code and Virginia Agricultural and Forestal Districts Act.

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?

As I am currently retired, I generally have more time to commit to Committee business and attend its meetings.

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

A resume or separate sheet with additional information may be included.

ATTENDANCE REQUIREMENTS
Section 2-153, Absences, Chapter 2, Administration, Article V. Appointments for Boards and Commissions of the Nelson County Code, an appointee of the Board of Supervisors who either (a) fails, during a calendar year, to attend seventy-five percent of the regular meetings of the board or commission of which he/she is a member, or (b) is absent for three consecutive regular meetings, shall be deemed to have tendered his/her resignation from such position. The Board of Supervisors may accept such resignation by appointing another person to fill the position.

In light of the above, will you be able to attend at least 75% of the regular meetings of the boards to which you may be appointed?

Yes ✓ No ___

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 and §15.2-2310, the Nelson County Board of Supervisors hereby gives notice that Public Hearings will start at **7:00 p.m., Tuesday, November 17, 2026** in the **General District Courtroom** on the third floor of the Nelson County Courthouse located at 84 Courthouse Square, Lovingston.

Public Hearing(s):

1. Special Use Permit #260164 – Vacation House (Short Term Rental) in R-1 Residential District
Consideration of a Special Use Permit application requesting County approval of a vacation house (short term rental of a dwelling) use in the R-1 Residential District, located at 1238 Tye Brook Hwy in Piney River. The subject property is further identified as Tax Map Parcel #65-A-56B, which totals 1.0459 acres and is owned by Tye Brook Holdings LLC, represented by Heather Coiner.

2. Special Use Permit #260278 – Vacation House (Short Term Rental) in R-2 Residential District
Consideration of a Special Use Permit application requesting County approval of a vacation house (short term rental of a dwelling) use in the R-2 Residential District, located at 403 Riverside Drive in Schuyler. The subject property is further identified as Tax Map Parcel #62-3-20, which totals 1.15 acres and is owned by John Cruthrids, represented by Walter & Katherine Miranda.

3. Special Use Permit #250263 – Campground in A-1 Agriculture District
WITHDRAWN BY APPLICANT ON 11/5/2026.

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

Nelson County
Planning & Zoning

To: Board of Supervisors

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

Date: November 17, 2026

Re: October 28, 2026 Planning Commission Public Hearing Report

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o SUP #260164 – Vacation House (Short Term Rental) in R-1 Residential District located at 1238 Tye Brook Hwy in Piney River in the West District. Tax Map Parcel: 65-A-56B / Total acreage: 1.0459 acres +/- Applicant/Owner Contact Information: Heather Coiner for Tye Brook Holdings LLC, 163 Shaeffers Hollow Lane, Roseland, VA 2296. The Planning Commission held a public hearing, and this special use permit was unanimously recommended for approval to the Board of Supervisors based off comprehensive plan consistency and review criteria.

o SUP #260278 – Vacation House (Short Term Rental) in R-2 Residential District located at 403 Riverside Drive in Schuyler the East District. Tax Map Parcel: 62-3-20 / Total acreage: 1.15 acres +/- Owner Contact Information: John Morgan Cruthirds, 403 Riverside Drive, Schuyler, VA. Applicant Information: Walter & Katherine Miranda, 2452 Cedar Green Terrace, Powhatan, VA. The Planning Commission held a public hearing, and this special use permit was recommended for approval to the Board of Supervisors on a vote 4-1 based off comprehensive plan consistency and review criteria. Recommended conditions include installation of off-street parking within 12 months and providing information for local management company.

o SUP #250263 – Campground in A-1 Agriculture District located on Morse Lane in Arrington. The Planning Commission held a public hearing, and this special use permit was unanimously recommended for denial to the Board of Supervisors based off comprehensive plan consistency and review criteria. **Due to public opinion and this determination, this application was subsequently withdrawn by the applicant and will no longer be reviewed by the Board of Supervisors at the November 17th meeting.**

Evening III A

Nelson County Planning Commission

To: Planning Commission

From: Rebecca Brehmer, CFM, CZO- Planner RMB

Date: October 28, 2026

Re: SUP #260164 – Short Term Rental in R-1- 1238 Tye Brook Hwy

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BACKGROUND: This is a request for a Special Use Permit to allow a Short-Term Rental on a property zoned R-1 Residential.

Public Hearings Scheduled: P/C – October 28; Board – November 17 (tentative)

Location / Election District: 1238 Tye Brook Hwy in Piney River/ West District

Tax Map Parcel: #65-A-56B / *Total acreage:* 1.0459 acres +/-

Applicant/Owner Contact Information: Heather Coiner for Tye Brook Holdings LLC, 163 Shaeffers Hollow Lane, Roseland, VA 2296

Comments: The application narrative indicates the 1400 sq ft 4BR 2BA house was built in 2021 as housing for workers at their business, Little Hat Creek Farm. Since construction, the business has evolved to use more local labor, and fewer out-of-town workers are needed. Due to Nelson County housing shortage, the owners would like to offer the home for young locals who need short-term housing.

Section 5-1-4a provides bed and breakfast, class B, as needing a special use permit if the provisions in 5-1-18 do not apply to the subject property in R-1 zoning district. The definition of bed and breakfast, class B is provided below:

Bed and breakfast, class B: A use composed of transient lodging provided within a single family dwelling and/or one (1) or more structures that are clearly subordinate and incidental to the single family dwelling, having not more than ten (10) guest rooms in the aggregate, and having not more than twenty-four (24) transient lodgers in the aggregate, and which also may include rooms for dining and for meetings for use by transient lodging guests of the bed and breakfast provided that the dining and meeting rooms are accessory to the bed and breakfast use.

With 1 acre, this property is not permitted to be subdivided, or to place a second dwelling.

DISCUSSION:

Land Use / Floodplain: This area is residential in nature, with some agricultural uses as well. This property is located near the intersection of Tye Brook Highway and Roses Mill Road. The property is adjoined in the rear by Camp Merrick's, and just over a mile east from the Route 56 "fork" at Route 151. Zoning in the vicinity is R-1 and A-1. There are no floodplains located on this property.

Access / Traffic / Parking: This property is accessed by an existing private entrance off Tye Brook Highway. As outlined by the application narrative and site plan, there will be 4 parking spots available on-site.

Utilities: This is an existing property, so the existing utilities for a single-family residential structure will be used.

Comprehensive Plan: This property is located in an area designated "Rural Areas" on the Future Land Use Map, which should "ensure the protection of the County's rural landscape and economy by maintaining open space, scenic views, and agricultural uses with compatible low density residential uses."

RECOMMENDATION: The approval of special use permits should be based on the following factors:

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

2. 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.

3. The proposed use shall be adequately served by essential public or private water and sewer facilities.

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

Attachments:
Application
Narrative
Plat / Site Plan
Zoning

PERMIT APPLICATION:
Nelson County Department of Planning & Zoning

TO THE ZONING ADMINISTRATOR: SUP (*application type*) # 260164 (*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:

The primary use of the property will be to provide short-term housing for county residents.

The owners request the right to use the property for vacation rentals (short-term rentals), as needed, to help pay the bills.

(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: Heather Coiner for Tye Brook Holdings LLC

Mailing Address: 163 Shaeffers Hollow Lane, Roseland, VA 22967

Telephone #: 7602184593 Email Address: [redacted]

Relationship (if applicable):

☐ Applicant ☐ Property Owner Name:

Mailing Address:

Telephone #: Email Address:

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.):
1238 Tye Brook Highway, Piney River, VA 22964

b. Official tax map number: 65-A-56B

c. Acreage of property: 45561 sq ft.

d. Present use: Single family residence

e. Present zoning classification: R-1

f. Zoning classification of surrounding properties: R-1

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: Heather Coiner, for Tye Brook Holdings, LLC

Signature: Tye Brook Holdings, LLC Printed Name:

(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/

Special Use Permit Application

Address: 1238 Tye Brook Highway, Piney River 22964
Owner: Tye Brook Holdings, LLC (Heather Coiner, principal)

As the principal of Tye Brook Holdings, LLC, I would like to submit this application for special use of the above property. We wish to use it primarily to provide short-term housing, with short-term rentals helping to keep the rooms full. The property is a simple 1400 sq ft 4BR 2BA house that we built in 2021 as housing for workers at our business, Little Hat Creek Farm. This SUP application is necessary because the property is zoned R1, which does not allow for STR. At the time of construction, we attracted 3-4 young people every year to move to Nelson County to work for us. We built the house because there was a shortage of other housing options in Nelson County. Since then, our business has evolved to use more local labor, and we need fewer workers. But the housing shortage remains.

Therefore, our primary goal for the house is to meet this need by providing short-term housing for people wanting to come to the county to (a) work on a farm (including ours), (b) search for more permanent housing, (c) retreat for work or recreation, (d) visit family, or any other purpose. This summer, three young women will be living there for three months. Two of them will be working as interns with La Iniciativa (Central Virginia Farm Workers Initiative), the third is relocating to Charlottesville and looking for more permanent housing. We believe that helping young people gain experience and transition to stable lives is an important contribution to a vibrant Nelson County.

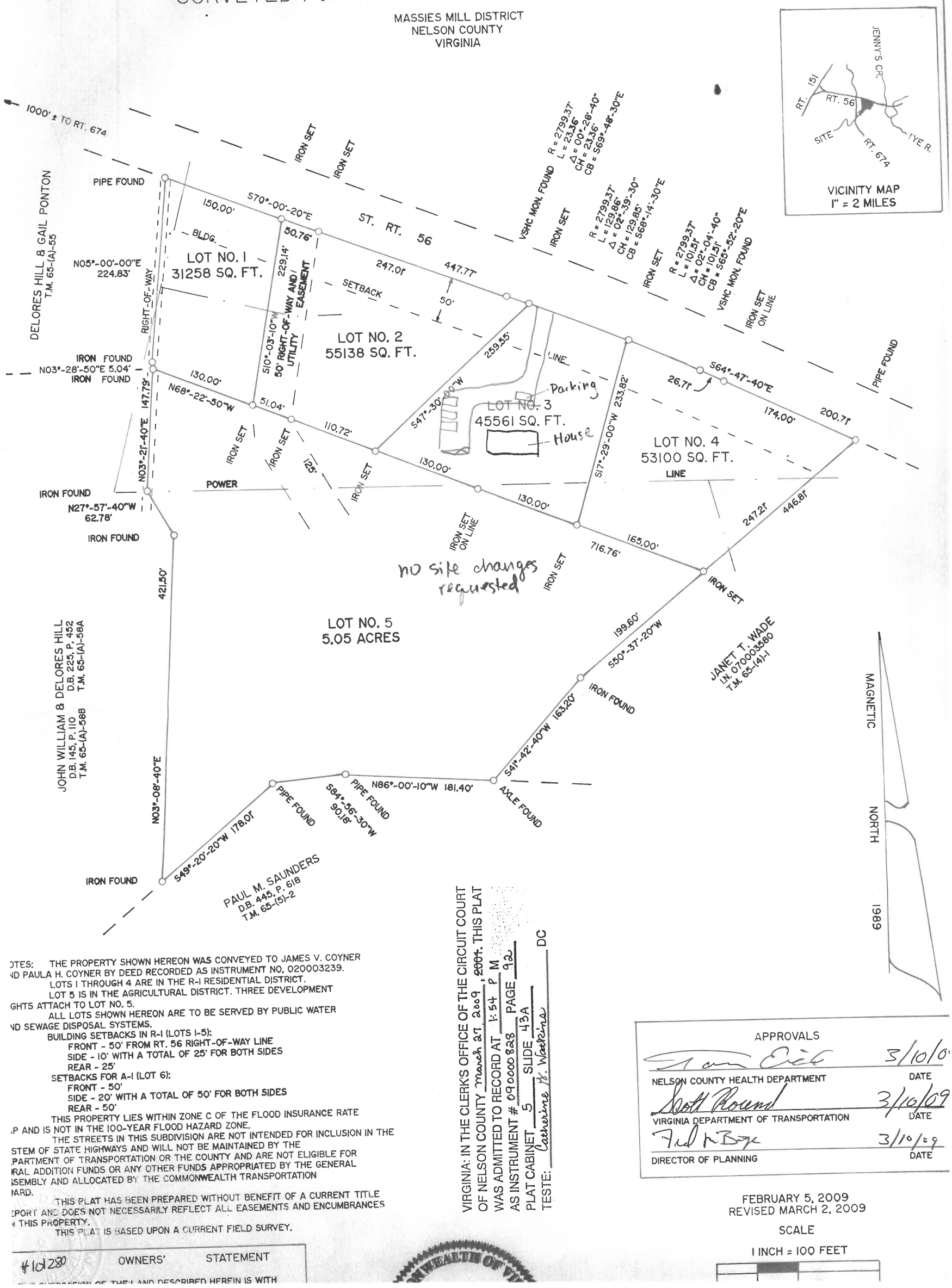
The maximum occupancy will be six people (3 rooms); the fourth bedroom has been converted to an office / quiet common room. Residents will have locks on their doors and share the kitchen and common areas. We recognize that not all of the rooms may be occupied all the time. For this reason, we would like the planning commission, and the Board of Directors to consider granting a Special Use Permit allowing short-term rentals at this property, as per Article 5 of the Nelson County Code of Ordinances. We believe this use is consistent with the goals of the Planning Commission in expanding housing access and limiting out-of-county ownership and investment in STR. There is already ample parking for ~~five~~ four vehicles onsite; no site modification will be necessary.

Thank you for your consideration.

5/13/26 Heather Coiner for Tye Brook Holdings, LLC.

A PLAT OF THE COYNER SUBDIVISION
NEAR ROSE UNION CHURCH
SURVEYED FOR JAMES COYNER & GEORGE CHEAPE

MASSIES MILL DISTRICT
NELSON COUNTY
VIRGINIA



NOTES: THE PROPERTY SHOWN HEREON WAS CONVEYED TO JAMES V. COYNER AND PAULA H. COYNER BY DEED RECORDED AS INSTRUMENT NO. 020003239.

LOTS 1 THROUGH 4 ARE IN THE R-1 RESIDENTIAL DISTRICT.

LOT 5 IS IN THE AGRICULTURAL DISTRICT. THREE DEVELOPMENT RIGHTS ATTACH TO LOT NO. 5.

ALL LOTS SHOWN HEREON ARE TO BE SERVED BY PUBLIC WATER AND SEWAGE DISPOSAL SYSTEMS.

BUILDING SETBACKS IN R-1 (LOTS 1-5):
- FRONT - 50' FROM RT. 56 RIGHT-OF-WAY LINE
- SIDE - 10' WITH A TOTAL OF 25' FOR BOTH SIDES
- REAR - 25'

SETBACKS FOR A-1 (LOT 6):
- FRONT - 50'
- SIDE - 20' WITH A TOTAL OF 50' FOR BOTH SIDES
- REAR - 50'

THIS PROPERTY LIES WITHIN ZONE C OF THE FLOOD INSURANCE RATE MAP AND IS NOT IN THE 100-YEAR FLOOD HAZARD ZONE.

THE STREETS IN THIS SUBDIVISION ARE NOT INTENDED FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OR THE COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND DOES NOT NECESSARILY REFLECT ALL EASEMENTS AND ENCUMBRANCES ON THIS PROPERTY.

THIS PLAT IS BASED UPON A CURRENT FIELD SURVEY.

#101280 OWNERS' STATEMENT

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NELSON COUNTY March 27, 2009, 2009. THIS PLAT WAS ADMITTED TO RECORD AT 1:54 P M AS INSTRUMENT # 090000828 PAGE 92
PLAT CABINET 5 SLIDE 43A
TESTE: Catherine H. Watkins DC

APPROVALS

Tom Eick 3/10/09
NELSON COUNTY HEALTH DEPARTMENT DATE

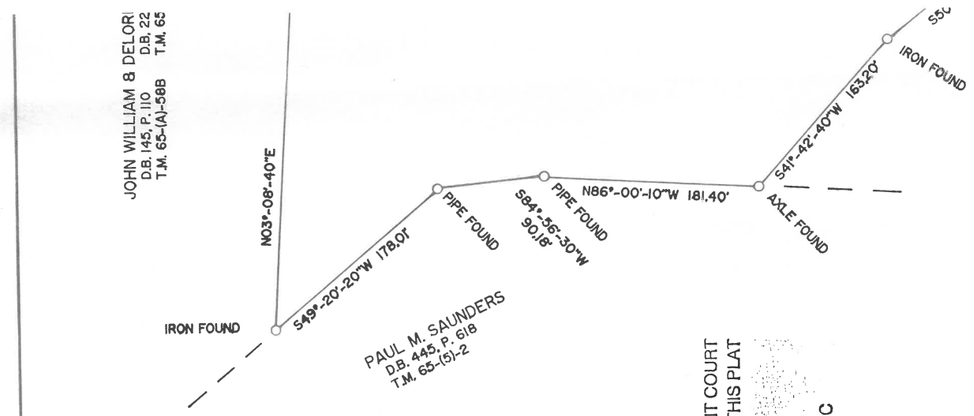
Scott Round 3/10/09
VIRGINIA DEPARTMENT OF TRANSPORTATION DATE

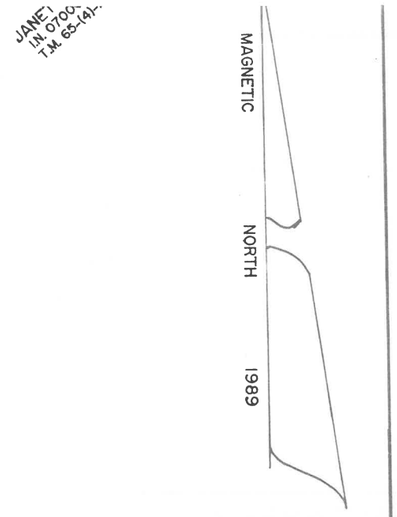
Fred McBoyle 3/10/09
DIRECTOR OF PLANNING DATE

FEBRUARY 5, 2009
REVISED MARCH 2, 2009

SCALE

1 INCH = 100 FEET





NOTES: THE PROPERTY SHOWN HEREON WAS CONVEYED TO JAMES V. COYNER AND PAULA H. COYNER BY DEED RECORDED AS INSTRUMENT NO. 020003239.

LOTS 1 THROUGH 4 ARE IN THE R-1 RESIDENTIAL DISTRICT.

LOT 5 IS IN THE AGRICULTURAL DISTRICT. THREE DEVELOPMENT RIGHTS ATTACH TO LOT NO. 5.

ALL LOTS SHOWN HEREON ARE TO BE SERVED BY PUBLIC WATER AND SEWAGE DISPOSAL SYSTEMS.

BUILDING SETBACKS IN R-1 (LOTS 1-5):
- FRONT - 50' FROM RT. 56 RIGHT-OF-WAY LINE
- SIDE - 10' WITH A TOTAL OF 25' FOR BOTH SIDES
- REAR - 25'

SETBACKS FOR A-1 (LOT 6):
- FRONT - 50'
- SIDE - 20' WITH A TOTAL OF 50' FOR BOTH SIDES
- REAR - 50'

THIS PROPERTY LIES WITHIN ZONE C OF THE FLOOD INSURANCE RATE MAP AND IS NOT IN THE 100-YEAR FLOOD HAZARD ZONE.

THE STREETS IN THIS SUBDIVISION ARE NOT INTENDED FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE DEPARTMENT OF TRANSPORTATION OR THE COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

THIS PLAT HAS BEEN PREPARED WITHOUT BENEFIT OF A CURRENT TITLE REPORT AND DOES NOT NECESSARILY REFLECT ALL EASEMENTS AND ENCUMBRANCES ON THIS PROPERTY.

THIS PLAT IS BASED UPON A CURRENT FIELD SURVEY.

#10280 OWNERS' STATEMENT

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES

Paula H. Coyner

COMMONWEALTH AT LARGE TO WIT:
STATE OF VIRGINIA

COUNTY/CITY OF Albemarle
I, Debbie Walker A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSON WHOSE NAME IS SIGNED HEREON HAS ACKNOWLEDGED THE SAME BEFORE ME THIS 6th DAY OF March, 2009
MY COMMISSION EXPIRES 12/31/2012
NOTARY

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF NELSON COUNTY March 27, 2009, THIS PLAT WAS ADMITTED TO RECORD AT 1:54 P M AS INSTRUMENT # 090000828 PAGE 92
PLAT CABINET 5 SLIDE 43A
TESTE: Catherine H. Watkins DC

COMMONWEALTH OF VIRGINIA
ALLEN M. HALE
Lic. No. 1421
LAND SURVEYOR

APPROVALS

NELSON COUNTY HEALTH DEPARTMENT — 3/10/09 DATE

VIRGINIA DEPARTMENT OF TRANSPORTATION — 3/10/09 DATE

DIRECTOR OF PLANNING — 3/10/09 DATE

FEBRUARY 5, 2009
REVISED MARCH 2, 2009

SCALE
1 INCH = 100 FEET

0' 50' 100' 200'

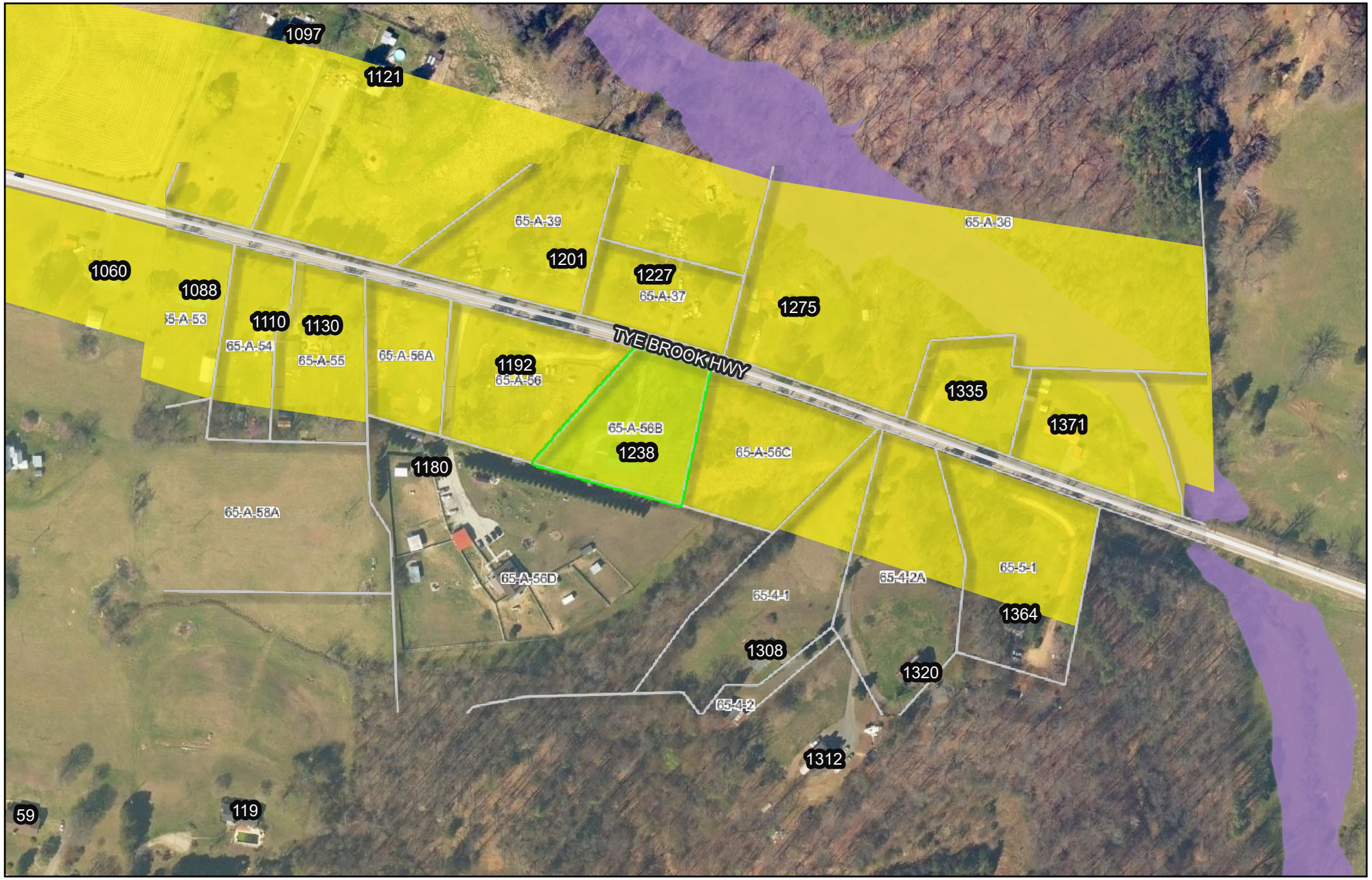
OLD DOMINION MAP CO.
LAND SURVEYING
NELSON COUNTY, VIRGINIA

FILE NO. 0905 FIELD BOOK 112

Special Use Permit #260164 Short Term Rental

1" = 223'

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)

Flood Hazard Areas 2025

- 0.2% Annual Chance Flood Hazard
- 1% Annual Chance Flood Hazard
- Regulated Floodway
- Roads

Evening III B

Nelson County Planning Commission

To: Planning Commission

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

Date: October 28, 2026

Re: SUP #260278 – Short Term Rental in R-2 District – 403 Riverside Drive

---

BACKGROUND: This is a request for a Special Use Permit to allow a Short-Term Rental on a property zoned R-2 Residential.

Public Hearings Scheduled: P/C – October 28; Board – November 17 (tentative)

Location / Election District: 403 Riverside Drive in Schuyler/ East District

Tax Map Parcel: #62-3-20 / *Total acreage:* 1.15 acres +/-

Owner Contact Information: John Morgan Cruthirds, 403 Riverside Drive, Schuyler, VA

Applicant Information: Walter & Katherine Miranda, 2452 Cedar Green Terrace, Powhatan, VA

Comments: The application narrative indicates there is an existing 1281 sq ft 3BR 1BA house on the property, that is proposed to be utilized as a short-term rental. The application proposes whole-house rentals with limitations, which can ultimately be utilized as conditions.

DISCUSSION:

Land Use / Floodplain: This area is residential in nature, with some mixed uses as well. This property is located within a small residential neighborhood in Schuyler, near the heart of the village of Schuyler. The property is adjoined by additional R-2 zoning, A-1 zoning, and in the rear by primarily vacant commercial zoning (B-1). Zoning in the vicinity is mixed, including R-2, A-1, and B-1. There is also both M-1 and M-2 Industrial zoning near where the quarry is located. There are some floodplain located on the property at the rear where the Rockfish River borders, however no development is proposed and the request is not expected to have any impacts.

Access / Traffic / Parking: This property is accessed by an existing private entrance off Riverside Drive from Rockfish River Road, just west of the Walton properties.

Utilities: This is an existing property, so the existing utilities for a single-family residential structure will be used.

Comprehensive Plan: This property is located in Schuyler, an area designated as a “Rural Village” on the Future Land Use Map. Properties in Rural Villages should “focus investment and small-scale development within the County’s Rural Villages to protect the rural landscape, ensure more efficient and effective provision of community services, create a sense of place to bolster economic development, and improve quality of life.”

RECOMMENDATION: The approval of special use permits should be based on the following factors:

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

2. 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.

3. The proposed use shall be adequately served by essential public or private water and sewer facilities.

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

Attachments:
Application
Narrative
Plat / Site Plan
Zoning

docloop signature verification: dtp.us/RxAR-PoeN-2vfv
Authentisign ID: 85955EA2-E2E5-F111-A8AB-000D3AAF782A

PERMIT APPLICATION:

Nelson County Department of Planning & Zoning

TO THE ZONING ADMINISTRATOR: SUP *(application type)* # 260278 *(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:

(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 x Property Owner Name: John Morgan Cruthirds

Mailing Address: 403 Riverside Drive, Schyuler, Va 22969

Telephone #: 434-466-9936 Email Address: [redacted]

Relationship (if applicable):

☑ Applicant ☐ Property Owner Name: Walter & Katherine Miranda

Mailing Address: 2452 Cedar Green Terrace

Telephone #: 804-363-1117 Email Address: [redacted]

Relationship (if applicable): Under contract to purchase the property at 403 Riverside Drive

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

dotloop signature verification: dtlp.us/RxAR-PoeN-2vfv
Authentisign ID: 83933EA2-EEB5-F111-A6A9-000D3A4FF82A

3. Location and Characteristics of Subject Property:

a. Address of Property (specific location, route numbers, street names, voting district, etc.):
403 Riverside Drive, Schuyler, VA

b. Official tax map number: 62 3 20

c. Acreage of property: 1.15

d. Present use: Single-family residence

e. Present zoning classification: Residential

f. Zoning classification of surrounding properties: Residential

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: Authentisign Morgan Cruthirds 09/21/26 Printed Name: Morgan Cruthirds

Signature: Katherine Miranda dotloop verified 09/28/26 9:24 AM EDT OYS3-MPPY-IEEC-DHVK Printed Name: Katherine Miranda

(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/

PROJECT NARRATIVE
Special Use Permit Request – Short-Term Rental
Property: 403 Riverside Drive, Schuyler, Virginia 22969

The applicant is requesting a Special Use Permit to operate the existing single-family residence at 403 Riverside Drive as a short-term rental. The approximately 1,281-square-foot home contains three bedrooms and one bathroom and is situated on approximately 1.15 acres along the Rockfish River. The entire home would be rented to one group at a time, with a maximum occupancy of eight overnight guests.

The property will continue to function as a residential dwelling. No expansion of the home or change to its residential appearance is proposed as part of the short-term-rental use. The rental will not be used as an event venue, wedding venue, party house, restaurant, or other high-intensity commercial use.

Compatibility with the Comprehensive Plan

The proposed use is compatible with Nelson County's Comprehensive Plan because it makes productive use of an existing residence while supporting the County's tourism economy. Guests will have convenient access to Nelson County's outdoor recreation, local businesses, wineries, breweries, hiking areas, and other regional attractions.

The project will preserve the property's residential character and natural riverfront setting. No large-scale commercial development, subdivision, or substantial land disturbance is proposed. The use will be operated in a manner intended to protect the rural character, natural resources, and quality of life valued by Nelson County.

Compatibility with the Applicable Zoning District

The proposed short-term rental will remain secondary to the property's principal residential character and will be operated in accordance with the conditions of the Special Use Permit and all applicable County requirements.

Only the existing dwelling will be used for guest accommodations. There will be no additional rental units, commercial signage, amplified outdoor entertainment, or events. The applicant will obtain all required zoning approvals, registrations, business licenses, and tax accounts before beginning rental operations.

Compatibility with Surrounding Properties

The home is located on a 1.15-acre parcel, providing separation between the residence and neighboring properties. The proposed use is not expected to alter the appearance or general character of the surrounding area because the property will continue to look and function like a single-family residence.

House rules will prohibit parties, events, excessive noise, fireworks, and other activities that could disturb neighboring property owners. Quiet hours will be established and clearly communicated to every guest. The applicant or a designated local representative will be available to respond promptly to concerns, maintenance issues, or emergencies.

Trash will be stored in secure containers and removed regularly. Exterior lighting will be limited to lighting reasonably necessary for guest safety and property access and will be directed to minimize impacts on neighboring properties.

Current and Future Neighborhood Conditions

The proposal does not require a rezoning, subdivision, or expansion of public infrastructure. It represents the continued use and maintenance of an existing home. The applicant intends to improve and maintain the property, including the house, yard, river access, and existing outdoor areas.

Because the proposed use is limited to one residential property rented to only one group at a time, it is not expected to create significant changes to current or future neighborhood conditions. The operating rules, occupancy limit, and vehicle limit are intended to ensure that the rental remains compatible with the surrounding residential and rural environment.

As a future property improvement, the applicant intends to construct an on-site driveway and parking area, subject to available funding and all applicable Nelson County and Virginia Department of Transportation requirements. This improvement would move guest parking farther onto the property and further reduce potential roadside impacts.

Traffic Patterns and On-Site and Off-Site Impacts

The short-term rental is expected to generate limited traffic consistent with the size of the residence. The property does not currently have a formal driveway. An existing parking area located directly in front of the residence can accommodate up to two guest vehicles along the roadside. Guests will be instructed to limit parking to these two designated spaces and may not park on neighboring properties or obstruct the traveled portion of Riverside Drive.

The property will be rented to only one group at a time, with a maximum occupancy of eight overnight guests and a maximum of two guest vehicles. Scheduled check-in and checkout times will help manage arrivals and departures. The proposed use is therefore not expected to create a significant increase in traffic or materially alter existing traffic patterns.

The applicant respectfully submits that the proposed short-term rental is a low-intensity use of an existing residence that will support local tourism while preserving the residential appearance, rural character, and natural setting of the property. The applicant agrees to comply with all applicable Nelson County requirements and any reasonable conditions imposed as part of the Special Use Permit.

THIS IS TO CERTIFY THAT ON APRIL 30, 2008, I MADE AN ACCURATE SURVEY OF THE PREMISES SHOWN HEREON. OTHER EASEMENTS AND UTILITIES MAY EXIST OTHER THAN THOSE SHOWN.

THE PROPERTY SHOWN HEREON FALLS WITHIN ZONE "A", THE 100 YEAR FLOOD ZONE, AS SHOWN ON FIRM 510102 0150 A.

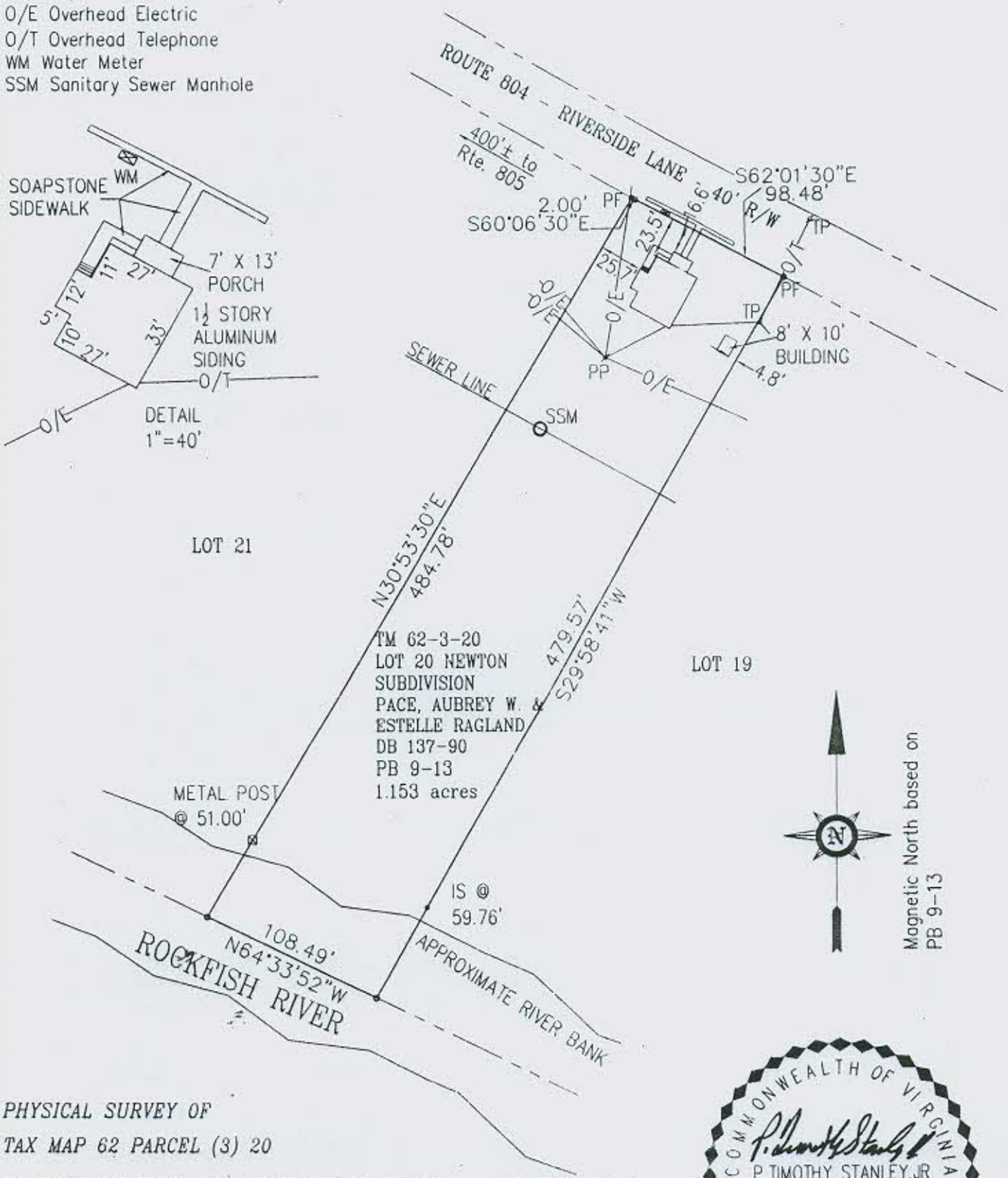
NO TITLE REPORT FURNISHED

403 RIVERSIDE LANE

P. Timothy Stanley, Jr.

LEGEND

IS Iron Rod Set
PF Iron Pipe Found
PP Power Pole
TP Telephone Pole
O/E Overhead Electric
O/T Overhead Telephone
WM Water Meter
SSM Sanitary Sewer Manhole



COMMONWEALTH OF VIRGINIA
P. TIMOTHY STANLEY, JR.
Lic. No. 2862
5/02/08
LAND SURVEYOR

PHYSICAL SURVEY OF

TAX MAP 62 PARCEL (3) 20

NEWTOWN SUBDIVISION - LOT 20

SCHUYLER DISTRICT, NELSON COUNTY, VIRGINIA

SCALE: 1" = 80' DATE: MAY 2, 2008

620320.dwg Folder No. 62-3-20

LUM, STANLEY AND ASSOCIATES, PLC

LAND SURVEYING - LAND PLANNING

P.O. BOX 154, PALMYRA, VA. 22963-0154

PHONE: (434) 589-8395

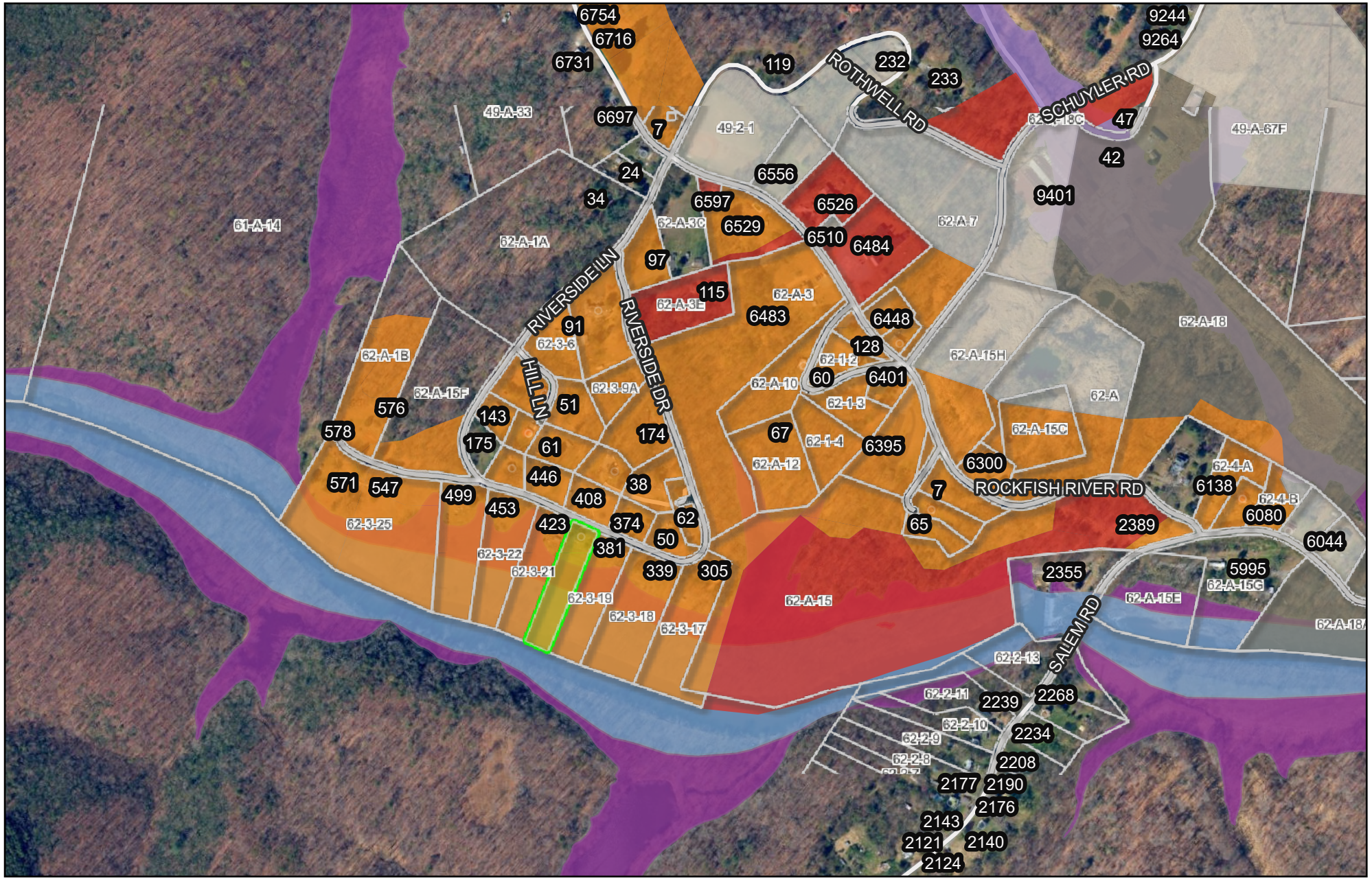
80 0 80 160 240

GRAPHIC SCALE - FEET

403 Riverside Drive Zoning (SUP 260278)

1" = 502'

N



Nelson County, Virginia

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