September 9, 2025

County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, SEPTEMBER 9, 2025, BEGINNING AT 5:30 P.M. IN PERSON IN THE COUNTY ADMINISTRATION BUILDING MEETING ROOM

Present were:	Marie Durrer, Vice Chair Davis Lamb, Member Tim Goolsby, Member Steve Catalano, Chair Francis McGuigan, Member
Staff present:	Cathy Schafrik, County Administrator Kim Morris, Deputy Clerk Terry Beigie, Grant Writer Kelley Kemp, County Attorney Jim Frydl, Director of Planning and Zoning Melissa Meador, Director of Emergency Services

RE: CLOSED MEETING

Ms. Kemp read the proposed resolution for Closed Meeting.

WHEREAS, the Board of Supervisors of Greene County desires to discuss in Closed Meeting the following matter(s):

- Discussion concerning a prospective business or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.
- Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel regarding a Memorandum of Understanding.

WHEREAS, pursuant to: §2.2-3711 (A)(5) and (A)(8) of the Code of Virginia, such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Greene County does hereby authorize discussion of the aforestated matters in Closed Meeting.

Upon motion by Davis Lamb, second by Marie Durrer and unanimous roll call vote, the Board entered into Closed Meeting.

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

RE: OPEN MEETING

Upon motion by Davis Lamb, second by Marie Durrer and unanimous roll call vote, the Board returned to open meeting.

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

By unanimous roll call vote, members certified that only public business matters lawfully exempted from the open meeting requirement and only such matters as identified by the motion to enter into closed meeting were discussed.

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

RE: PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

The Chair opened the meeting with the Pledge of Allegiance followed by a moment of silence.

RE: ADOPTION OF AGENDA

Upon motion by Marie Durrer, second by Tim Goolsby and unanimous roll call vote, the agenda was adopted as presented.

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

RE: MATTERS FROM THE PUBLIC

Ms. Linda Copeland addressed the Board of Supervisors to highlight the significant challenges Greene County faces in accessing healthcare, particularly due to a shortage of primary care providers. She noted that the county has a much higher patient-to-provider ratio than the state average, resulting in residents often having to travel outside the county for basic healthcare needs. This creates barriers for older adults, families with children, and those with transportation difficulties, leading to missed appointments and unmanaged health conditions. Ms. Copeland advocated for the support and deployment of the University of Virginia's mobile Primary Care Unit, which could provide preventive care, chronic disease management, and screenings to local residents. She emphasized that a letter of support from the Board would demonstrate the county's commitment to equitable healthcare access and partnership with UVA.

Ms. Tina Merrill, a registered nurse in Greene County, spoke to the Board about the serious consequences of delayed cancer diagnosis and treatment, especially in underserved populations. She emphasized the county's significant shortage of primary care providers and expressed concern that some residents are not receiving necessary health screenings. Ms. Merrill strongly supported the proposal to bring the University of Virginia's mobile Primary Care Unit to Greene County, describing it as a practical and equitable solution to improve community health. She urged the Board to support this initiative and thanked those advocating for it.

Mr. Scott Mingledorf addressed the Board to express concerns about a recent incident where amplified music at a private event caused significant disturbance to neighbors. He criticized the county's current decibel-based noise ordinance as being resource-intensive and ineffective for managing outdoor amplified music. Mr. Mingledorf pointed out that other Virginia counties have adopted more practical ordinances using a "plainly audible" standard. He urged the Board to consider adopting a similar approach and referenced a draft agritourism ordinance that includes provisions for outdoor amplified music, emphasizing the need to protect residents and provide clear guidelines for event promoters.

Mr. Steve Phillips spoke in support of Scott Mingledorf's concerns about excessive noise from a recent event involving amplified music and a light show, which he described as disruptive to the rural atmosphere. He stressed that such incidents highlight the need for effective noise regulations to protect residents from noise trespass, especially when commercial interests are involved. Mr. Phillips urged the Board to adopt a new ordinance—referencing a proposal submitted in June—that avoids the limitations of decibel-based enforcement and instead uses proven methods from other Virginia counties to encourage voluntary compliance and better protect the community.

Mr. Ken Copeland addressed the Board to reinforce concerns about excessive noise from a recent event and to highlight the need for balanced, enforceable regulations in the county's farm winery ordinance. He advocated for clear rules on noise, event frequency and size, penalties for non-compliance, and opportunities for public input, all aimed at protecting residents and preserving the rural character of the county. Mr. Copeland noted that a resident group has submitted a proposed ordinance—adapted from another county with a strong agritourism sector—and urged the Board to give this proposal serious consideration alongside commercial interests.

Mr. Bill Zutt addressed the Board to thank officials for their quick response to a recent disruptive event involving excessive noise and lights, and to express support for taking action on the issue. He also commended Linda Copeland and her group for advocating for better primary care access in the county, sharing his own challenges with finding a nearby doctor. Mr. Zutt urged the Board to give serious consideration to the draft ordinance submitted in June, which addresses concerns about noise, event frequency, and other issues related to commercial events, and encouraged its adoption to better protect the community.

Ms. Hope Barber addressed the Board as a resident and member of the group advocating for the University of Virginia's mobile Primary Care Unit. She shared that, through her petitioning efforts, she has encountered strong community interest and support for bringing the mobile unit to Greene County, highlighting the significant and longstanding need for better healthcare access. Ms. Barber expressed her hope that the Board would help make this initiative happen.

Ms. Anna Brown addressed the Board to express disappointment with their letter to VDOT about the Blue Ridge Meadows development. She argued that, since the development is permitted by right, the Board should focus on mitigating its impact—particularly regarding traffic—rather than opposing it. Ms. Brown voiced concerns about the negative effects of unchecked development on the county, including increased traffic and strain on schools and services. She urged the Board to adopt practical, nuanced solutions that prioritize the needs of current residents.

Mr. James Henshaw addressed the Board with several concerns and suggestions. He questioned the current policies for public participation, such as whether late arrivals can still sign up to speak, and recommended better scheduling of meetings to increase public attendance. Mr. Henshaw emphasized the importance of gathering community input on development and growth, suggesting the formation of a committee to collect residents' opinions. He also raised questions about the county's water and utility planning, including the use of tax funds, consideration of alternative sites for water infrastructure, and the need for greater transparency and careful, inclusive planning for major county projects.

RE: PUBLIC HEARING TO CONSIDER A DEED OF EASEMENT BETWEEN GREENE COUNTY AND LEGACY CHURCH OF GREENE RELATED TO ACCESS, DRAINAGE AND STORM WATER MANAGEMENT ON TMP 50-A-38C AND 50-A-37

Mr. Frydl explained that the deed of easement between Greene County and Legacy Church of Greene is intended to formalize an existing arrangement regarding access to the county's water tower. He described how, for decades, maintenance crews have used the church's driveway to reach the water tower, as the county's original access route is overgrown and unused. The new agreement grants the church official permission to cross a small section of county land to connect its parking lots, while the county receives formal, deeded access to use the church's driveway. Mr.

Frydl characterized the arrangement as a straightforward and efficient way to codify a long-standing, practical solution.

The public hearing was opened and closed with no comments.

Upon motion by Marie Durrer, second by Davis Lamb and unanimous roll call vote, the Board approved the deed of easement as presented. (Attachment "A")

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

RE: PUBLIC HEARING TO CONSIDER A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ESTIMATED MAXIMUM AMOUNT OF UP TO $43,500,000 PRINCIPLE AMOUNT OF WATER AND SEWER REVENUE BONDS

Mr. Courtney Rogers presented to the Board on the proposed issuance of up to $43.5 million in water and sewer revenue bonds. He explained that the bonds would fund the county's reservoir project and provide permanent financing for existing debt, with the resolution authorizing the necessary legal and financial documents. Mr. Rogers detailed the financial structure, including a maximum maturity of 32 years and an interest rate cap of 6%, and emphasized that the bonds are structured to be repaid from system revenues, not general taxes. He discussed the inclusion of financial policies for future consideration, the flexibility to adjust terms if market conditions change, and the timeline for ratings and bond sale.

The public hearing was opened.

Mr. Fred Turck addressed the Board to express concerns about the complexity of the water and sewer bond financing and its implications for taxpayers. He questioned repeated assurances that the bonds would not result in tax increases, pointing out that if projected revenues fall short, the county may have to use tax funds or other resources to cover the debt. Mr. Turck cited information about how government bonds are typically repaid and emphasized the need for transparency about the long-term financial impact on residents, urging the Board to clearly communicate what taxpayers can expect over the life of the bonds.

Mr. Ken Copeland commended the Board for taking action on the county's longstanding water supply issue and for reducing the estimated costs of the infrastructure plan. However, he raised concerns that the current funding plan does not sufficiently address what will happen if projected growth and revenues fall short. Mr. Copeland emphasized the need for clear contingency planning, including specific metrics and guidelines for when the general fund might be used to cover debt service. He cited recent budget and fee shortfalls as evidence of potential risk and urged the Board to implement strong oversight and prudent financial management to protect residents from unexpected financial burdens related to the water supply project.

Mr. James Henshaw commented on the water and sewer project by echoing concerns about the financial impact on taxpayers and questioning how much of local tax revenue will continue to be allocated to the water utility. He asked whether this percentage would increase or decrease and whether alternative sites for water infrastructure were fully considered. Mr. Henshaw suggested that the county should maximize the capacity of existing water facilities before investing in new projects. He emphasized the need for transparency, careful planning, and clear communication with residents regarding major water and sewer decisions.

Mr. McGuigan questioned Mr. Rogers about the financial assumptions behind the proposed water and sewer revenue bonds. Mr. McGuigan expressed concerns about whether all necessary water projects and costs were included in the plan, the accuracy of grant funding assumptions, and the projected number of new homes that would generate revenue. He also questioned the use of a 6% interest rate cap and whether the financial model was based on realistic growth and revenue projections, warning that deficits could require tapping into the county's general fund.

Mr. Rogers responded by explaining that the 6% interest rate cap is a conservative measure used in bond resolutions to provide flexibility, but the actual rate is expected to be lower. He clarified that the current bond issuance is only for the reservoir project, not all future water projects, and that the Board can adjust connection fees if revenue projections fall short. Mr. Rogers emphasized that the financial model uses data provided by engineers and planners, and that the Board retains the ability to make changes as needed to ensure the system remains financially sustainable.

Upon motion by Marie Durrer, second by Davis Lamb and unanimous roll call vote, the Board approved the resolution as presented. (Attachment "B")

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	No
	Steve Catalano	-	Yes

Motion carried.

RE: 2025 LEGISLATIVE PRIORITIES UPDATE

Mr. David Blount updated the Board on state budget developments, legislative issues, and the regional legislative program. He reported a state budget surplus but cautioned that there is uncertainty about future revenues and potential impacts on local funding, especially in areas like education and health services. Mr. Blount highlighted legislative topics expected in the next General Assembly session, including land use authority, energy policy (such as solar siting and data centers), and affordable housing. He reviewed the current priorities in the regional legislative program—such as advocating for more state funding for public education and protecting local land use authority—and invited the Board to suggest changes or new priorities for the coming year.

RE: CONSENT AGENDA

Upon motion by Tim Goolsby, second by Marie Durrer and unanimous roll call vote, the Board approved consent agenda as presented.

a. Minutes of previous meeting
b. Resolution to accept and appropriate $824,158.53 for a supplemental appropriation for CSA (Attachment "C")
c. Request from the Commissioner of Revenue for a refund in the amount of $6,959.96 for a qualified disabled veteran (Attachment "D")
d. Resolution to accept and appropriate $82,122.00 for the Victim Witness grant for the Sheriff's Office (Attachment "E")
e. Resolution approving the County's participation in the proposed settlements of opioid-related claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun and Zydus, and directing the County Administrator to execute the documents necessary to effectuate the County's participation in the settlements (Attachment "F")
f. Approval of letter to VDOT confirming the Board of Supervisors position regarding a proposed entrance onto the Route 33 Bypass in Stanardsville (Attachment "G")
g. Approval of Legislaide AI Software purchase (Attachment "H")
h. Resolution to accept and appropriate $169,075.47 for revenue received in FY25 for the Sheriff's Office and the Commonwealth's Attorney Office and insurance recoveries (Attachment "I")

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

RE: RESOLUTION TO ALLOW THE COUNTY ADMINISTRATOR TO EXECUTE THE FALL 2025 RESCUE SQUAD ASSISTANCE FUND GRANT APPLICATION

Ms. Terry Beigie presented a request to the Board for approval to apply for a Rescue Squad Assistance Fund grant. She explained the history and importance of the county's EMS system and highlighted the significant role that grant funding has played in supporting emergency services. Ms. Beigie detailed the equipment being requested—three Lucas chest compression devices and a defibrillator monitor—emphasizing their benefits for improving patient care, reducing staff fatigue, and enhancing safety during emergency responses. She outlined the expected costs, the likely need for matching funds, and the process for accepting and implementing the grant if awarded. Ms. Beigie stressed the value of these upgrades for the community and thanked the Board for their ongoing support.

Ms. Melissa Meador commented on the use of the Lucas chest compression device being requested through the Rescue Squad Assistance Fund. She explained that while the device can appear dramatic and may cause broken ribs—similar to manual CPR—it provides more consistent and effective compressions and reduces fatigue for EMS staff. Ms. Meador noted that there are certain cases, such as with small children or frail elderly patients, where the device may not be suitable. Overall, she emphasized that the equipment is a valuable tool that improves patient care and supports EMS providers during emergency situations.

Upon motion by Marie Durrer, second by Davis Lamb and unanimous roll call vote, the Board approved the resolution as presented. (Attachment "J")

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

RE: BOARD LIAISON REPORTS

Mr. Lamb reported that he attended a recent Soil and Water meeting, where there was discussion about potentially restructuring decision-making to a smaller group of six or seven districts, with one representative from each. He noted that this idea is still being studied and did not provide further updates.

Mr. McGuigan reported that he attended the Ag Forest meeting, which had just enough members present for a quorum. The group is developing a concept to explain the purpose and function of the Ag Forest district, with plans to hold an informational event in the spring. They are also preparing an agenda for upcoming quarterly meetings.

Mr. Catalano reported on his participation in a seminar organized by the Attorney General's office focused on drug abuse and human trafficking. He emphasized the importance of raising awareness, community engagement, and local cooperation to address these issues. Mr. Catalano noted that Greene County is located near several human trafficking hotspots and stressed the need for vigilance and education among parents and the community. He encouraged others to attend similar events in the future, highlighting the value and eye-opening nature of the information shared.

RE: COUNTY ADMINISTRATOR'S UPDATE

Ms. Schafrik provided updates on several upcoming community events, including the Clay Festival, the Tour de Green bike event, and Oktoberfest. She also mentioned a regional meeting for the Virginia Association of Counties (VACO) to discuss legislative priorities, the five-year anniversary open house for EMS, and a fundraiser for the Greene Care Clinic. Ms. Schafrik encouraged participation in these events and emphasized their importance for community engagement and support of local initiatives.

Board of Supervisors
September 9, 2025
Sheet 9

<u>RE: ADJOURN</u>

Upon motion by Tim Goolsby, second by Marie Durrer and unanimous roll call vote, the Board meeting was adjourned.

Recorded vote:	Marie Durrer	-	Yes
	Davis Lamb	-	Yes
	Tim Goolsby	-	Yes
	Francis McGuigan	-	Yes
	Steve Catalano	-	Yes

Motion carried.

Steve Catalano, Chair
Greene County Board of Supervisors

Cathy Schafrik, Clerk
Greene County Board of Supervisors

Tax Map Nos.: 50-A-38C & 50-A-37
Consideration: None
Title Insurance: None
Prepared by: Jeffrey C. Early (VSB #23471) Early Powell & Wilson, PLC
Ruckersville, VA 22968

THIS DEED IS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION.

THIS DEED OF EASEMENT made and entered into this ______ day of July, 2025, by and between **LEGACY CHURCH OF GREENE**, a Virginia non-stock corporation, Grantor and Grantee, and **GREENE COUNTY**, a political subdivision of the Commonwealth of Virginia, Grantor and Grantee.

W I T N E S S E T H:

WHEREAS, Legacy Church of Greene, a Virginia non-stock corporation, is the owner of Tax Map Parcel 50-A-38C, containing 21.94 acres, more or less, located on State Route 633, being designated and described as Residual Area Lot C, as shown on a plat made by David C. Blankenbaker Incorporated, Land Surveying-Land Planning, dated March 1, 2018, and entitled "Plat Showing Two Agricultural Partitions of Tax Map Parcel 50-A-38C, Lot C, Kenneth & Kimberly Lawson and Mark Lawson, Midway Magisterial District, Greene County, Virginia", recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia on Plat Cards 5263 and 5264, and being the same property conveyed to Legacy Church of Greene, a Virginia non-stock corporation, by deed from Gallivanter, LLC, a Virginia limited liability company, dated November 9, 2023, recorded in the aforesaid Clerk's Office as Instrument Number 230002007.

WHEREAS, Greene County, a political subdivision of the Commonwealth of Virginia, is the owner of Tax Map Parcel 50-A-37, containing 0.589 acres, more or less, was conveyed to them by Deed from Rapidan Service Authority, a political subdivision of the Commonwealth of Virginia, recorded in the Clerk's Office of the Circuit Court of Greene County as Instrument No. 230001051; and

WHEREAS, the Grantors have agreed, on and subject to the terms and conditions set forth herein, to grant unto the Grantees easements as hereinafter set forth;

NOW THEREFORE, that for and in consideration of the sum of TEN Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by LEGACY CHURCH OF GREENE, a Virginia non-stock corporation, Grantor, does hereby grant and convey with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE unto GREENE COUNTY, a political subdivision of the Commonwealth of Virginia, Grantee, their successors and assigns, the following described easement, to-wit:

A non-exclusive private access easement, designated as "NEW VARIABLE WIDTH ACCESS EASEMENT [A]"; and a stormwater facility access easement ten feet (10') in width, designated as "NEW 10' STORMWATER FACILITY ACCESS EASEMENT," both of which are shown on a plat of survey by Foresight Survey, PC, dated May 7, 2025, recorded in the Clerk's Office of the Circuit Court of Greene County as Plat Card Number ____________________; and

A non-exclusive public drainage easement twenty feet (20') in width, designated as "NEW 20' PUBLIC DRAINAGE EASEMENT" and located North of Tax Map No. 50-A-37; a non-exclusive public drainage easement twenty feet (20') in width, designated as "NEW 20' PUBLIC DRAINAGE EASEMENT" and located South of Tax Map No. 50-A-37 and adjacent to State Route 633; a stormwater facilities easement of variable width, designated as "NEW VARIABLE WIDTH STORMWATER FACILITIES EASEMENT" and located North of Tax Map No. 50-A-37; and a stormwater facility easement of variable width, designated as "NEW VARIABLE WIDTH STORMWATER FACILITIES EASEMENT and located South of Tax Map No. 50-A-37 and adjacent to State Route 633," all of which said easements are shown on the aforementioned plat of survey made by Foresight Survey, PC., dated May 7, 2025, recorded in the aforesaid Clerk's Office on Plat Card Number ________________________________.

NOW THEREFORE, that for and in consideration of the sum of TEN Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged by GREENE COUNTY, a political subdivision of the Commonwealth of Virginia, Grantor, does hereby grant and convey with GENERAL WARRANTY AND ENGLISH COVENANTS OF TITLE unto LEGACY CHURCH OF GREENE, a Virginia non-stock corporation, Grantee, their successors and assigns, the following described easement, to-wit:

A non-exclusive private access easement, designated as "NEW VARIABLE WIDTH ACCESS EASEMENT [B], as shown on a plat of survey by Foresight Survey, PC, dated May 7, 2025, recorded in the Clerk's Office of the Circuit Court of Greene County as Plat Card Number ____________________; and

A private drainage easement twenty feet (20') in width, designated as "NEW 20' PRIVATE DRAINAGE EASEMENT," and a temporary grading easement, designated as "NEW TEMPORARY GRADING EASEMENT," both of which are shown on a plat of survey by Foresight Survey, PC, dated May 7, 2025, recorded in the Clerk's Office of the Circuit Court of Greene County as Plat Card Number ____________________.

These easements are granted upon the following terms and conditions:

The parties herein and their successors in interest to the subject properties shall be bound by the following which shall run with the land.

1. Each owner shall pay their pro-rata share of maintaining all jointly used portions of the road to State Route 231 after the initial improvements are completed.
2. No party shall be required to upgrade the road unless all of the owners of the aforesaid lots agree. However, any owner desiring to upgrade the road may do so at their sole expense.
3. Should any Lot owner damage the easement and road, said party shall be responsible for repairs caused by said damage. Such repairs shall be done promptly so as to fully restore the road to its pre-damaged condition.

4. Greene County agrees to maintain the New Variable Width Stormwater Facilities Easements and the New 10′ Storm Facility Access Easement.

5. If Grantor or Grantee does not use an easement, they shall have no obligation to maintain that easement.

This deed of easement shall run with the land and be binding upon the successors in interest, heirs, assigns and personal representatives of the Grantors and Grantee.

Pursuant to Virginia Code §§ 15.2-2265 of the Code of Virginia, this Deed of Easement is made with the free consent and in accordance with the desire of the undersigned owners, and in accordance with the statutes of Virginia governing the platting of land, said plat of survey having been approved by the appropriate officials of Albemarle County, Virginia, as evidenced by the approval on the aforesaid plat of survey referenced herein

This conveyance is made expressly subject to all restrictions, covenants and easements of record as the same may lawfully apply.

WITNESS the following signatures and seals.

[SIGNATURES TO FOLLOW]

LEGACY CHURCH OF GREENE, A VIRGINIA NON-STOCK CORPORATION

_________________________________[Seal]
ADAM SCHWENK, President & Chairman

STATE OF VIRGINIA
CITY/COUNTY OF _______________, to-wit:

I, _________________________________, a Notary Public in and for the State and County aforesaid, do hereby certify that Adam Schwenk, President and Chairman of Legacy Church of Greene, whose signature is signed to the foregoing Deed of Easements, has this day acknowledged the same before me in my State and County aforesaid.

Given under my hand this ______ day of July, 2025.

____
Notary Public

My commission expires: _________________.

GREENE COUNTY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA

James F. Frydl [Seal]
JAMES F. FRYDL, Zoning Administrator

STATE OF VIRGINIA
CITY/COUNTY OF Greene, to-wit:

I, Kimberly L. Morris, a Notary Public in and for the State and County aforesaid, do hereby certify that James F. Frydl, Greene County Zoning Administrator, whose signature is signed to the foregoing Deed of Easement, has this day acknowledged the same before me in my State and County aforesaid.

Given under my hand this 11th day of ~~July~~ September, 2025.

Kimberly L. Morris
Notary Public

My commission expires: 05/31/2028.

KIMBERLY L. MORRIS
NOTARY PUBLIC
REG # 341196
MY COMMISSION EXPIRES 5/31/2028
COMMONWEALTH OF VIRGINIA

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GREENE, VIRGINIA

WHEREAS, the Board of Supervisors **(the "Board")** of the County of Greene, Virginia **(the "County")**, a political subdivision of the Commonwealth of Virginia, deems it to be in the best interests of the County to provide funds to finance and refinance construction of a reservoir serving the County **(the "Project")**, including refunding the $14,242,328.69 Economic Development Authority of Greene County, Virginia Lease Revenue Refunding Bond, Series 2025 **(the "Refunded Bond")** issued to refund obligations issued to finance portions of the Project and has received from Davenport & Company LLC (**the "Financial Advisor"**) a plan of financing for the Project; and

WHEREAS, pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, as amended **(the "Act")**, the County has the power to issue its water and sewer revenue bonds for the purpose of financing or refinancing, among other things, the whole or any part of the cost of acquiring, constructing, operating and maintaining one or more water systems or one or more sewage systems, or any combination thereof, including pipe lines and other property and facilities incidental thereto (**collectively, the "System"**) for the primary purpose of furnishing water and sewage facilities or both to residents and places of business in the County; and

WHEREAS, the Board proposes to issue its water and sewer revenue bonds in the maximum principal amount of up to $43,500,000 (**the "Bonds"**) to be secured by a pledge of water and sewer revenues of the County plus other funds as described herein; and

WHEREAS, the County has held a public hearing, duly noticed, on September 9, 2025, on the issuance of the Bonds in accordance with the requirements of Section 15.2-2606, Code of Virginia 1950, as amended (**the "Virginia Code"**); and

WHEREAS, the Project will further the purposes of the Act and will benefit the residents and places of business of the County, the surrounding communities and the Commonwealth; and

WHEREAS, there have been presented to this meeting drafts of the following documents **(collectively, the "Documents")** in connection with the transactions described above, copies of which shall be filed with the records of the County Administrator:

a. A Master Indenture of Trust **(the "Master Indenture")** between the County and a corporate trustee to be designated as set forth below **(the "Trustee")**;

b. A First Supplemental Indenture of Trust between the County and the Trustee relating to the issuance of the Bonds (**the "First Supplemental Indenture," and, together with the Master Indenture, the "Indenture"**);

c. A Specimen Bond.

WHEREAS, there has also been presented to this meeting a copy of the Preliminary Official Statement **(the "Preliminary Official Statement")** relating to the public offering of the Bonds that has been prepared in connection with the issuance and sale of the Bonds;

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

1. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Act, the Board hereby authorizes the issuance and sale of its water and sewer system revenue bonds of the County in the maximum aggregate principal amount of $43,500,000 to provide funds to finance all or a portion of the Project, including refunding the Refunded Bond, and to pay related issuance and financing costs incurred in connection with issuing such Bonds. The issuance and sale of the Bonds, pursuant to and upon the terms and conditions set forth herein and in the Indenture, and the financing of the Project, are hereby approved and authorized.

2. The Documents shall be in substantially the forms submitted to this meeting, which are hereby approved with such completions, omissions, modifications, insertions and changes, including, but not limited to rates, redemption premium, payment dates, amounts, prices, maturities, as may be approved, based on the recommendation of the Financial Advisor, by the Chair or in his absence, the Vice Chair, of the Board **(together, the "Chair")**, the County Administrator **(the "County Administrator")** or the other officers executing them, their execution to constitute conclusive evidence of his or her approval of any such completions, omissions, modifications, insertions and changes.

3. The Chair or the County Administrator, their lawful designees and all other appropriate officers of the County are each hereby authorized and directed to execute the Documents and to deliver the Documents to the other parties thereto and to execute all certificates and documents, including but not limited to a Bond Purchase Agreement (as defined below), a federal tax compliance certificate and agreement relating to the tax-exempt status of the interest on the Bonds, any amendments or other documents reasonably necessary in connection with the pledge of Revenues (as defined below) as security under the Documents and a continuing disclosure agreement relating to compliance with the below-described Rule, and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bonds and the accomplishment and financing of the Project, including refunding the Refunded Bond, including, but not limited to, amendments to any other financing documents related to the issuance of the Bonds and the establishment or funding of any reserves or other funds reasonably necessary in connection with the Bonds.

4. The Bonds shall be signed by the Chair or Vice Chair of the Board and the County's seal shall be affixed thereon and attested by the Clerk of the Board. The Bonds shall be issued in authorized denominations, rates and numbered as set forth in the Indenture and shall be fully registered without coupons, in substantially the form of Exhibit A to the First Supplemental Indenture, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such officers, whose approval shall be evidenced conclusively by the execution and delivery of the Bonds.

5. (a) Principal of and premium, if any, and interest on the Bonds and all other amounts due under the Indenture shall be payable from the revenues of the water and sewer system **(as more specifically defined in the Indenture, the "Revenues"**) and other sources pledged thereto in the Indenture. The Revenues are to be pledged upon the terms and conditions set forth in the Indenture. Nothing in the Bonds, the Indenture or this Resolution shall be deemed to constitute a pledge of the faith and credit of the Commonwealth of Virginia or any of its political subdivisions, including the County. The issuance of the Bonds shall not directly, indirectly or contingently obligate the Commonwealth of Virginia or any of its political subdivisions, including the County, to pledge its faith and credit or levy any taxes for the payment of the principal of or premium, if any, or interest on the Bonds or other costs incident to it or make any appropriation for its payment except from the revenues and other funds pledged for such purpose. The Bonds will be secured on parity with any outstanding bonds secured by the Revenues.

(b) The Board hereby undertakes a non-binding obligation to appropriate such amounts as may be requested by the County Administrator from time to time to cure deficiencies in payments due on the Bonds, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, 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 the County do likewise while the Local Bond remains outstanding.

6. The Preliminary Official Statement in the form presented to this meeting is approved with respect to the information contained therein pertaining to the County. The Underwriter is authorized to distribute to prospective purchasers of the Bonds, the Preliminary Official Statement in form deemed to be "near final," within the meaning of Rule 15c2-12 of the Securities and Exchange Commission **(the "Rule")**, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Chair or the County Administrator. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, with respect to the information therein pertaining to the County. The Chair or the County Administrator is authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of the sale of the Bonds, determined as set forth in paragraph 7, and the details thereof and that are appropriate to complete it as an official statement in final form **(the "Official Statement")** and distribution thereof by the Underwriter shall constitute conclusive evidence that the County has deemed the Official Statement final as of its date within the meaning of the Rule, with respect to the information contained therein pertaining to the County.

7. The County hereby authorizes the sale of the Bonds to an underwriter or group of underwriters with demonstrated experience in underwriting municipal securities **("Underwriter")** to be selected by the County Administrator. The Chair and the County Administrator (**the "County Representative"**) is authorized and directed to enter into a Bond Purchase Agreement containing the terms and the price or prices upon which the Bonds shall be sold to the Underwriter, which terms and prices shall be established by the Chair and the County Administrator, upon negotiation with the Underwriter, based on the recommendations of the Financial Advisor, and not inconsistent with the provisions of this Resolution. The Bonds shall mature not later than

December 31, 2057 with such maturities and sinking fund and optional redemption provisions as the officers of the County approving such terms shall deem appropriate based on the recommendation of the Underwriter and the Financial Advisor (but any redemption premium shall not exceed two percent (2%)), and shall be sold so as to produce an annual true interest cost of the Bonds of not to exceed 6.00%.

8. If the County Representative determines that it is in the best interest of the County to sell any Bonds in a competitive sale rather than a negotiated sale, then the County Representative is authorized and directed to cause an official notice of bond sale to be issued and accept a qualifying bid or qualifying bids for the purchase of the Bonds which results in the lowest "true" or "Canadian" interest cost to the County, and the Bonds shall bear interest at such rate or rates and shall be sold at such price or prices as may be set forth in the bid(s) accepted by the County Representative. Notwithstanding anything to the contrary herein, by 5:00 p.m. on the date prior to the sale date of any Bonds identified in the official notice of sale for the Bonds, if any, if either no underwriter or only one underwriter has advised of its intention to bid on the Bonds, the County Representative, after consultation with the Financial Advisor and the County's bond counsel, is authorized to remove such series or maturities of Bonds from the bidding process and to pursue a negotiated sale for such series or maturities of Bonds. The approval of the final terms and conditions of the Bonds subject to the foregoing parameters shall be evidenced conclusively by the execution and delivery of the Bonds in accordance with paragraphs 1 and 7 of this Resolution. The County Representative shall then, based on the recommendation of the Financial Advisor (a) determine the principal amount of the Bonds, subject to the limitations set forth in paragraphs 1 and 7, (b) determine the interest rates of the Bonds, maturity schedule of the Bonds, serial and term maturities and the price to be paid for the Bonds, subject to the limitations set forth in paragraphs 1 and 7 and herein, (c) determine the redemption provisions of the Bonds, and (d) determine the dated date, the principal and interest payment dates and the record date of the Bonds, and whether municipal bond insurance is appropriate to secure the same, all as the County Representative determines to be in the best interests of the County.

9. The Chair or the County Administrator is authorized and directed to execute and deliver the Indenture, and all necessary certificates and documents and to approve the terms of the Indenture and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bonds and the financing of the Project, including refunding the Refunded Bond. The Chair or the County Administrator is authorized to select a corporate trustee to act as Trustee under the Indenture. The Chair, the County Administrator, County Attorney, County Treasurer and County Director of Finance and all other officers of the County are hereby authorized and directed to work with representatives of the Financial Advisor, Bond Counsel (Sands Anderson PC), the Underwriter and counsel to the Underwriter to perform all services and prepare all documentation necessary to bring the Bonds to market and to issue the same.

10. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

11. The County represents and covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be "arbitrage bonds" within the meaning of

Section 148 of the Internal Revenue Code of 1986, as amended **(the "Code")** or otherwise cause the interest on the Bonds to be includable in gross income for Federal income tax purposes under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds from the sale of the Bonds.

12. The Board of Supervisors has determined to authorize the County, if and as necessary, to utilize Virginia State Non-Arbitrage Program in connection with the investment of the proceeds of the Bonds.

13. The Board of Supervisors hereby approves and consents to Sands Anderson PC serving as Bond Counsel and as County Attorney.

14. All other acts of the officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds or the accomplishment and financing of the Project, including refunding the Refunded Bond, are ratified and approved.

15. This Resolution shall take effect immediately.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Greene, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on September 9, 2025, by the Board of Supervisors with the following votes:

Aye:	Steve Catalano Marie Durrer Tim Goolsby Davis Lamb
Nay:	Francis McGuigan
Abstentions:	
Absent:	

Signed this 9th day of September, 2025.

By: ______________________________
Clerk, Board of Supervisors

RESOLUTION TO ACCEPT AND APPROPRIATE EIGHT HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-EIGHT DOLLARS AND FIFTY-THREE CENTS ($824,158.53) FOR SUPPLEMENTAL APPROPRIATION TO THE CSA PROGRAM

WHEREAS, the Department of Social Services for the County of Greene is requesting funding from the office of Children Services which shall be used for youth in the CSA program; and

WHEREAS, the funds in the amount of **EIGHT HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-EIGHT DOLLARS AND FIFTY-THREE CENTS ($824,158.53)** need to be appropriated to the appropriate line items in the 2024-2025 budget of the County of Greene, Virginia.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that **EIGHT HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FIFTY-EIGHT DOLLARS AND FIFTY-THREE CENTS ($824,158.53)** be appropriated to the 2024-2025 budget of the County of Greene.

BE IT FURTHER RESOLVED that the County Administrator of the County of Greene, Virginia is authorized to make the appropriate accounting adjustments in the budget to do all things necessary to give this resolution effect.

Adopted this 9th day of September 2025.

Motion: Tim Goolsby
Second: Marie Durrer

Recorded Vote:

Steve Catalano Yes
Marie C. Durrer Yes
Tim Goolsby Yes
Francis McGuigan Yes
Davis Lamb Yes

Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors

Greene County Commissioner's Office

P. O. Box 438
Stanardsville, VA 22973-0438

Phone 434-985-5211
Fax 434-985-5283

Date: August 20, 2025

TO: Greene County Board of Supervisors

FROM: Kimberly Tate, Commissioner of the Revenue

RE: Refund Request of $6,959.96 for qualified disabled veteran

Taxpayer submitted qualifying paperwork as a disabled veteran which initiated a partial abatement for 2024 and a full abatement for 2025 for real estate taxes as well as personal property taxes. This resulted in an overpayment of $6,959.96 for which a refund is due.

RESOLUTION TO ACCEPT AND APPROPRIATE EIGHTY-TWO THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS FOR THE VICTIM WITNESS GRANT PROGRAM

WHEREAS, the County of Greene has been awarded a grant from the Virginia Department of Criminal Justice Services for a Victim Witness Grant Program; and

WHEREAS, the funds in the amount of eighty-two thousand one hundred twenty-two dollars ($82,122.00) need to be accepted and appropriated to the correct line item in the 2025-2026 budget of the County of Greene, Virginia.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that eighty-two thousand one hundred twenty-two dollars ($82,122.00) be appropriated to the FY 2025-2026 budget of the County of Greene.

BE IT FURTHER RESOLVED that the County Administrator of the County of Greene, Virginia is authorized to make the appropriate accounting adjustments in the budget to do all things necessary to give this resolution effect.

Adopted this 9th day of September.

Motion: Tim Goolsby
Second: Marie Durrer

Recorded Vote:

Steve Catalano Yes
Marie C. Durrer Yes
Tim Goolsby Yes
Francis McGuigan Yes
Davis Lamb Yes

Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors

RESOLUTION

A RESOLUTION OF THE GREENE COUNTY BOARD OF SUPERVISORS APPROVING THE COUNTY'S PARTICIPATION IN THE PROPOSED SETTLEMENTS OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN, AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND DIRECTING THE COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENTS

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

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Greene 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 Greene County; and

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

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

WHEREAS, the County Attorney has reviewed the available information about the proposed settlement 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 Greene County Board of Supervisors, this 9th day of September, 2025, approves of the County's participation in the proposed settlement of opioid-related claims against the Manufacturers, and directs the County Administrator to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against the Manufacturers.

Motion: Tim Goolsby
Second: Marie Durrer

Recorded Vote:

Steve Catalano	Yes
Marie C. Durrer	Yes
Tim Goolsby	Yes
Davis Lamb	Yes
Francis McGuigan	Yes

____
Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST: ______________________________
Cathy Schafrik, Clerk
Greene County Board of Supervisors

County of Greene

COUNTY OF GREENE VIRGINIA
SPOTSWOOD
1716
GOLDEN HORSESHOE
1838

BOARD OF SUPERVISORS
POST OFFICE BOX 358
STANARDSVILLE, VIRGINIA 22973
TELEPHONE: 434-985-5201

September 9, 2025

Mr. Sean Nelson
Virginia Department of Transportation
1601 Orange Road
Culpeper, VA 22701

Dear Mr. Nelson,

This letter is in response to your request for written confirmation of the Board of Supervisors' position regarding a proposed entrance onto the RT 33 Bypass in Stanardsville. While the Greene County Board of Supervisors acknowledges, confirms and supports that VDOT, is authorized by Chapter 2 (§ 33.2-200 et seq.) of Title 33.2 of the Code of Virginia to perform all acts necessary or convenient for constructing, improving, maintaining, and preserving the efficient operation of the roads comprising the state system of highways, this letter is to confirm that Board does not support the resolution for a single entrance exception along the Route 33 Bypass. The resolution was previously presented on 7.25.23 and failed to gain approval.

Feel free to contact me if there are any additional questions.

Sincerely,

Steve Catalano, Chair
Greene County Board of Supervisors

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is made as of September 9th ("Effective Date") by and between Legislaide Incorporated, a Delaware corporation having its principal place of business at 132 17th Street, Unit 2589, Denver, Colorado 80202 ("Licensor"), and Greene County, Virginia, a municipal government entity ("Licensee"). Licensor and Licensee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS A. Licensor develops and provides the Legislaide AI Assistant Suite, an online software platform that enables local government staff to search, draft, and analyze legislative and public records materials, together with the optional CodeGuard module and related services (collectively, the "Application"). B. Licensee desires to obtain, and Licensor is willing to provide, access to the Application for Licensee's internal governmental purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

1.2 "Content" means all data, documents, and other materials that Licensee uploads or makes available to the Application, including any public records provided by Licensee.

1.3 "Documentation" means Licensor's user guides and technical documentation for the Application, as updated from time to time.

1.4 "Output" means any text or other material generated by the Application in response to a Licensee request.

1.5 "Request" means an individual prompt or query submitted by an authorized user to the Application. Annual usage is limited to one hundred thousand (100,000) Requests per Agreement Year unless the Parties agree otherwise in writing.

1.6 "Services" means implementation, training, Code Audit Report professional services, support, and any other services Licensor provides under this Agreement.

1.7 "SOW" means a statement of work executed by the Parties that describes any professional services.

2. LICENSE GRANT AND USE RIGHTS

2.1 License. Subject to the terms of this Agreement, Licensor grants to Licensee a non exclusive, non transferable, and revocable right during the Term to access and use the Application and Documentation solely for Licensee's internal governmental purposes. No sublicense is permitted. External law firms or regional councils may access the Application only under a separate subscription.

2.2 Restrictions. Licensee shall not (a) copy, modify, or create derivative works of the Application; (b) reverse engineer or attempt to discover the source code or underlying models; (c) remove any proprietary notices; (d) use the Application to develop a competing service; or (e) exceed the annual Request limit without Licensor's consent.

3. OWNERSHIP AND FEEDBACK

3.1 Application. Licensor and its suppliers retain all intellectual property rights in the Application, Services, and Documentation.

3.2 Licensee Content and Output. Licensee owns all rights in Licensee Content and may use any Output for governmental purposes. Licensor makes no representation that Output is legally sufficient; Licensee is solely responsible for verifying accuracy and compliance before relying on any Output.

3.3 Feedback. Licensee grants Licensor a perpetual, royalty free right to use anonymized suggestions or feedback provided by Licensee to improve Licensor's products and services.

4. TERM AND RENEWAL

4.1 Term. This Agreement commences on the Effective Date and continues for one (1) year ("Initial Term").

4.2 Renewal. The Agreement will automatically renew for successive one year periods (each a "Renewal Term," and together with the Initial Term, the "Term") unless either Party gives ninety (90) days written notice of non-renewal before the end of the then current Term.

5. FEES AND PAYMENT

5.1 Fees. Licensee shall pay the fees set forth in Appendix C (Pricing Schedule): (a) AI Assistant Suite annual subscription: fifteen thousand dollars (US$15,000); (b) optional CodeGuard annual subscription: ten thousand dollars (US$10,000); and (c) optional Code Audit Report one time fee: three thousand dollars (US$3,000). Setup is free under the VLGMA discount.

5.2 Invoicing and Payment. Licensor will invoice annual subscription fees upon the Effective Date and at the start of each Renewal Term. Professional services fees will be invoiced upon execution of the relevant SOW. All invoices are due within thirty (30) days of receipt. Overdue amounts accrue interest at the lesser of (i) one percent (1%) per month or (ii) the maximum rate permitted by applicable law. Interest shall not accrue on any amounts disputed in good faith until such dispute is resolved.

6. IMPLEMENTATION AND DATA INGESTION

6.1 Implementation Schedule. Licensor will create Licensee's tenant, ingest up to five (5) years of Licensee Content, and conduct two remote training workshops within four (4) weeks of the Effective Date, subject to Licensee's timely cooperation.

6.2 Ongoing Updates. Licensor will automatically index new Licensee Content on a monthly basis. Licensor will complete the indexing of new Licensee Content no later than ten (10) business days after the end of each calendar month, provided that Licensee has made such Content available in an agreed format. Any delays caused by Licensee's systems or data format issues shall not count against this timeline.

7. SERVICE LEVELS AND SUPPORT

7.1 Uptime Commitment. Licensor will use commercially reasonable efforts to make the Application available at least ninety nine and one half percent (99.5%) of the time each calendar month, excluding planned maintenance and force majeure events.

7.2 Support. Licensor will provide e mail and phone support Monday through Friday, 9:00 a.m. to 5:00 p.m. Eastern Time, with a four (4) hour initial response goal for Priority 1 issues, and twenty four hour emergency escalation.

8. SECURITY AND PRIVACY

8.1 Hosting. The Application is hosted in Amazon Web Services (AWS) regions located in the United States. Generative responses are produced through calls to the OpenAI API. No Content or Output is used by OpenAI for model training or shared with any other third party sub processor.

8.2 Data Ownership. Licensee retains ownership of all Content. Licensor will not disclose Content except as required to provide the Services or as compelled by law.

8.3 Security Program. Licensor maintains administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of Content, consistent with industry standards for enterprise grade security. Additional security obligations are set forth in Appendix B (Data Security Addendum).

9. CONFIDENTIALITY

9.1 Definition. "Confidential Information" means any non public information disclosed by a Party that is marked or reasonably considered confidential, including Content, business plans, and security materials.

9.2 Obligations. Each Party will (a) protect the other Party's Confidential Information using the same degree of care it uses for its own information (and at least reasonable care) and (b) use it only to perform its obligations or exercise rights under this Agreement. These obligations continue for three (3) years after termination, except they survive perpetually for trade secrets.

10. WARRANTIES AND DISCLAIMERS

10.1 Mutual Warranties. Each Party represents it has validly entered into this Agreement and has the authority to do so.

10.2 Disclaimer and Limitation of Liability. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE APPLICATION, SERVICES, AND OUTPUT ARE

PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT. EXCEPT FOR (A) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) LICENSOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, OR (C) BREACHES OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. INDEMNIFICATION

11.1 Licensor Indemnity. Licensor will defend Licensee against any third party claim that the Application, when used in accordance with this Agreement, infringes a United States patent, copyright, or trademark, and will pay any final court awarded damages or settlement amounts, provided Licensee gives prompt notice, reasonable cooperation, and sole control of the defense. Licensor's total liability under this indemnity shall not exceed the total amount paid by Licensee under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

11.2 Exclusions. Licensor has no obligation for claims arising from (a) modification of the Application by anyone other than Licensor, (b) use in combination with items not provided by Licensor, or (c) Licensee's breach of this Agreement.

11.3 Data security and negligence indemnity Licensor will defend and indemnify Licensee from and against any third party claims, losses, or liabilities to the extent caused by (a) Licensor's gross negligence or willful misconduct in performing the Agreement, or (b) an unauthorized disclosure or misuse of Content resulting from Licensor's failure to follow the security safeguards described in Appendix B. The obligations in this Section apply only if Licensee gives Licensor prompt written notice of the claim, reasonable cooperation, and sole control of the defense and settlement.

12. INSURANCE Within thirty (30) days of the Effective Date, Licensor shall obtain and maintain, at its own expense: Commercial General Liability insurance with limits of at least one million dollars ($1,000,000) per occurrence.

13. TERMINATION

13.1 Termination for Convenience. Either Party may terminate this Agreement for any reason upon thirty (30) days written notice.

13.2 Termination for Breach. Either Party may terminate this Agreement immediately if the other Party materially breaches this Agreement and fails to cure within thirty (30) days after written notice.

13.3 Refund Policy. If Licensee terminates for convenience during the first ninety (90) days of the Initial Term, Licensor will refund all fees paid by Licensee under this

Agreement. For any other termination for convenience, Licensor will refund any prepaid fees covering the period after the effective date of termination.

14. EFFECT OF TERMINATION

14.1 Access and Data Deletion. Upon termination, Licensor will disable Licensee access to the Application. Upon written request, Licensor will deliver to Licensee an export of Content in a mutually agreed format and will permanently delete all Content within ninety (90) days.

13.2 Survival. Sections 3, 5 (for amounts owed), 9, 10, 11, 12, 14, 16, and 17 survive termination.

15. PUBLIC SECTOR COMPLIANCE Licensor will comply with applicable federal, state, and local laws, including the Americans with Disabilities Act (maintaining WCAG 2.1 Level AA compliance), public records laws, and data privacy regulations to the extent applicable to Licensor as a vendor. Licensor shall promptly notify Licensee of any legal process seeking access to Licensee Content and provide reasonable cooperation with Licensee's response to public records requests, provided that Licensor is not deemed a "custodian" of records under state FOIA statutes. Licensee shall reimburse Licensor's reasonable costs in providing such cooperation. Licensor's compliance obligations are limited to those laws and regulations that are generally applicable to service providers in the SaaS industry.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles.

16.2 Mediation. If a dispute is not resolved within that period, the parties will participate in nonbinding mediation administered by the American Arbitration Association or JAMS. Mediation will occur by video conference or in Greene County, Virginia unless the parties agree otherwise. The parties will share the mediator fees equally.

16.3 Venue. The state courts located in Greene County, Virginia and the federal courts sitting in the Western District of Virginia have exclusive jurisdiction and venue for any action arising out of or relating to this Agreement, and each party consents to personal jurisdiction and venue therein.

The Legislaide Terms of Service and Privacy Policy, available at [Appendix D] and [Appendix E] respectively, are incorporated by reference. If there is any conflict between such policies and this Agreement, this Agreement will control. Licensor shall provide Licensee with 30 days' advance written If Licensee reasonably objects to any material change, Licensee may terminate this Agreement upon written notice within 30 days of receiving notice of such change, with a pro-rata refund of any prepaid fees.notice of any material changes to such policies.

17. MISCELLANEOUS

17.1 Assignment. Either Party may assign this Agreement without the other Party's consent to (a) an Affiliate, or (b) a successor in interest by way of merger, acquisition, or sale of all or substantially all assets, provided the assignee assumes all obligations under this Agreement in writing. Any other assignment requires the other Party's prior written consent.

17.2 Notices. All notices must be in writing and sent by e mail with confirmation of receipt or by nationally recognized overnight courier to the addresses set forth above.

17.3 Force Majeure. Neither Party is liable for failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, labor strikes, supply chain disruptions, unavailability of telecommunications or cloud infrastructure, or cyberattacks such as distributed denial-of-service (DDoS) incidents.

17.4 Entire Agreement. This Agreement, together with its Appendices and any SOWs, constitutes the entire understanding between the Parties and supersedes all prior agreements.

17.5 Amendment. Any amendment must be in writing and signed by both Parties.

17.6 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. • Data refresh credit: if Licensor misses the ten day refresh window in a given month, Licensee will receive a service credit equal to five percent of the monthly subscription value for each miss, capped at twenty percent in any Agreement Year.

APPENDIX A – SERVICE LEVEL SCHEDULE

1. Service Levels:

• Uptime commitment: 99.5% per calendar month

• Planned maintenance: no more than four (4) hours per month, scheduled outside 10:00 a.m. to 6:00 p.m. Eastern Time when feasible

• Support channels: email support@legislaide.com and phone 1-800-555-1234

2. Service Credits:

• Uptime service credit: 5% of monthly fees for each 0.5% below the uptime commitment, measured on a monthly basis against the Service Level Agreement specified in Appendix A

• Support response credit: 5% of monthly fees for each Priority 1 response exceeding 4 hours, with Priority 1 issues defined as those causing complete system unavailability or data inaccessibility

• Data refresh credit: 5% of monthly fees for each missed monthly content refresh

• Maximum credit: 20% of annual subscription fees per Agreement Year

APPENDIX B – DATA SECURITY ADDENDUM

1. Infrastructure and Hosting: The Application is hosted on Amazon Web Services (AWS) infrastructure within United States regions. All processing of Content occurs within U.S.-based data centers.

2. Security Controls: Licensor implements and maintains security controls aligned with SOC 2 principles, including:

a) Encryption of Content in transit and at rest using industry-standard protocols

b) Role-based access controls and multi-factor authentication

c) Regular vulnerability scanning and penetration testing

d) Security monitoring and logging

e) Employee security awareness training

3. AI Processing: Integration with OpenAI's API is configured with no-store parameters and explicit training data exclusions to prevent retention or training on any Content. All API calls use TLS 1.2+ encryption, authenticated tokens, and strict access controls. Licensor maintains logs of API usage for security monitoring but does not retain the Content transmitted.

4. Incident Response: Subject to the limitations of liability set forth in Section 10, Licensor will notify Licensee within 72 hours of confirming any security incident that is reasonably likely to have compromised the security, confidentiality, or integrity of Content and will:

a) Investigate and remediate the incident

b) Provide regular status updates

c) Document and share post-incident analysis

5. Audit Rights: Upon at least thirty (30) days' written notice, Licensee may audit Licensor's security controls once per calendar year at Licensee's expense, subject to mutually agreed timing and scope, except where such audit is required due to a security incident or force majeure event affecting service delivery. Such audit shall be conducted during normal business hours and in a manner that minimizes disruption to Licensor's operations. Licensor shall reasonably cooperate with such audit and provide relevant documentation of its security controls.

6. Compliance: Licensor implements security controls aligned with SOC 2 principles and industry best practices. Licensor will maintain documentation of these controls and make available relevant certifications and third-party assessments as they are obtained. Licensor uses AWS infrastructure in U.S. regions with FedRAMP Moderate authorization.

APPENDIX C – PRICING SCHEDULE

1. Base Fees

• Setup Fee: Waived under VLGMA discount

• AI Assistant Suite Annual Subscription: US$15,000

- Includes unlimited named users

- Annual limit of 100,000 Requests

- Additional Requests billed at US$0.15 per Request

2. Optional Services

- CodeGuard Annual Subscription: US$10,000
- Code Audit Report (one-time professional service): US$3,000

3. Payment Terms

- All fees are payable annually in advance
- Optional services may be added at any time during the subscription term
- Prorated fees apply for mid-term additions

and are payable in U.S. dollars

- All fees are exclusive of applicable taxes

IN WITNESS WHEREOF, the Parties have executed this Agreement, which shall become effective as of the Effective Date".

LEGISLAIDE INCORPORATED

By: ______________ Name: Roger Lin

Title: Chief Executive Officer Date: 9/11/2025

LICENSEE By: ______________ Name: Cathy Schafrik

Title: County Administrator Date: 9/15/2025

APPENDIX D – TERMS AND SERVICE

TERMS OF SERVICE

Last updated: 07/09/2025

1. Acceptance of Terms

Legislaide Incorporated ("Legislaide," "Company," "we," "our," or "us") provides an online solution that includes the Legislaide Suite of artificial-intelligence assistants, CodeGuard compliance tools, Ordinance Hub research portal, related websites located at https://legislaide.com, mobile or desktop applications, application-programming-interface (API) endpoints, and any other features, content, or services we make available (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms of Service (the "Terms") and our Privacy Policy (together, the "Agreement"). If you do not accept the Agreement, do not use the Service.

The individual accepting the Agreement represents that they have authority to bind the entity on whose behalf the Service is used.

2. Description of the Service

Legislaide is a software-as-a-service platform that applies large-language-model technology to assist local-government staff, consultants, and other professionals with legal research, document drafting, compliance reviews, and knowledge management. Unless expressly agreed in writing, Legislaide delivers tools and data only; it does not provide legal advice or act as counsel.

3. Eligibility and Authorized Users

You must be at least 18 years old and legally capable of forming a binding contract to use the Service. You may permit your employees and contractors ("Authorized Users") to access the Service only for your internal business purposes and in compliance with the Agreement. You are responsible for all actions of Authorized Users.

4. Account Registration and Security

You agree to provide accurate, current, and complete information when creating an account, to keep your credentials confidential, and to notify us immediately of any unauthorized use. We may suspend or terminate any account that violates the Agreement or poses security risk.

5. Subscriptions, Fees, and Payment

5.1 Subscription Plans – Certain features require a paid subscription (a "Subscription"). Subscription scope, usage limits (for example, document-ingestion volume or request quotas), and pricing are disclosed at the time of order.

5.2 Automatic Renewal – Subscriptions are billed in advance on a monthly or annual cycle and renew for successive, equal terms unless you cancel at least thirty (30) days before the end of the then-current term.

5.3 Fee Changes – We may change fees effective at the start of the next renewal term by giving

RESOLUTION TO ACCEPT AND APPROPRIATE ONE HUNDRED SIXTY-NINE THOUSAND SEVENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS ($169,075.47) FOR REVENUE AND GRANT SUPPLEMENTAL APPROPRIATION

WHEREAS, revenues and grants were received by the County of Greene; and

WHEREAS, the revenue and grant funds in the amount of **ONE HUNDRED SIXTY-NINE THOUSAND SEVENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS ($169,075.47)** need to be appropriated to the appropriate line items in the 2024-2025 budget of the County of Greene, Virginia.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that **ONE HUNDRED SIXTY-NINE THOUSAND SEVENTY-FIVE DOLLARS AND FORTY-SEVEN CENTS ($169,075.47)** be appropriated to the 2024-2025 budget of the County of Greene as follows:

Dept	Account	Budget Supplement
Commonwealth Attorney	Forfeited Assets	103.30
Sheriff	Forfeited Assets	504.01
Sheriff	E-Summons Fees	1,353.25
Sheriff	Sheriff Fees	1,084.73
Sheriff	Sheriff OT	141,879.15
Various	Insurance Recovery	24,151.03
	Total	169,075.47

BE IT FURTHER RESOLVED that the County Administrator of the County of Greene, Virginia is authorized to make the appropriate accounting adjustments in the budget to do all things necessary to give this resolution effect.

Adopted this 9th day of September 2025.

Motion: Tim Goolsby
Second: Marie Durrer

Recorded Vote:

Steve Catalano Yes
Marie C. Durrer Yes
Tim Goolsby Yes
Francis McGuigan Yes
Davis Lamb Yes

____
Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST: ____________________________
Cathy Schafrik, Clerk
Greene County Board of Supervisors

RESOLUTION TO AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE FALL 2025 RESCUE SQUAD ASSISTANCE FUND GRANT APPLICATION

WHEREAS, the Virginia Department of Health (VDH) Office of Emergency Medical Services (OEMS) is accepting applications for the Fall 2025 cycle of the Rescue Squad Assistance Fund (RSAF) competitive matching program; and

WHEREAS, OEMS will accept applications from nonprofit licensed EMS agencies and other Virginia EMS organizations pursuant to § 32.1-111.12 until September 15, 2025; and

WHEREAS, the Greene County Emergency Medical Services has identified the need to replace one (1) Lifepak monitor defibrillator and purchase three (3) Lucas 3 chest compression devices; and

WHEREAS, the RSAF awards grants per the Code of Virginia for the replacement of equipment or procurement of new equipment; and

WHEREAS, if awarded the Fall 2025 RSAF grant, it will require a 50% match in funding of up to thirty-six thousand nine hundred seventy-three dollars and six cents ($36,973.06), in Fiscal Year 2026.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that the County Administrator is authorized to execute the grant application for this equipment.

Adopted this 9th day of September, 2025.

Motion: Marie Durrer
Second: Davis Lamb

Recorded Vote:

Steve Catalano	Yes
Marie C. Durrer	Yes
Tim Goolsby	Yes
Davis Lamb	Yes
Francis McGuigan	Yes

Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors