

September 23, 2025
County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, SEPTEMBER 23, 2025, BEGINNING AT 4:30 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: WORKSHOP REGARDING TEMPORARY WELLS

Mr. Herb White's presentation provided an in-depth overview of the development and operation of public water wells in Greene County, highlighting both their advantages and the significant challenges involved. He explained that wells help diversify the county's water supply, enhance water security, and serve as a backup during periods of peak demand or drought, thereby reducing reliance on surface water and minimizing contamination risks. However, he noted that Greene County's geology, characterized by hard rock formations, makes it difficult to find high-yield wells, and that successful wells must be located near existing water distribution systems and have access to three-phase power, which is not always available. Land ownership is also a critical consideration. Mr. White discussed two specific wells: Well #1 in Ruckersville, which was drilled in 2007 to a depth of 242 feet and yields 60 gallons per minute, and Well #2 at the county park, drilled in 2009 to a depth of 640 feet with a yield of 80 gallons per minute. The construction and connection costs for these wells are substantial, and only two out of ten wells drilled between 2006 and 2009 were successful, with others yielding little or no water or being on unsuitable land. He outlined the regulatory standards set by the Virginia Department of Health, which require a minimum yield and specific construction and testing protocols to ensure public safety and protect private wells. Mr. White recommended starting up Well #1 to monitor its long-term performance, constructing Well #2 once permits are re-approved, and considering a third well at the county reservoir site if needed. He emphasized that drilling is expensive and risky, with costs ranging from \$50,000 to \$75,000 per well regardless of success, and that water treatment can add further expenses if quality issues arise. Ultimately, he clarified that these wells are intended primarily as backup sources for peak demand days rather than as the main supply for all homes and businesses,

with the county's main water plant continuing to serve most customers. Mr. White concluded by stressing the importance of careful site selection, ongoing monitoring, and a realistic understanding of the limitations and costs associated with groundwater wells in the county.

Following Mr. White's presentation, the Board engaged in discussion about the practicalities and challenges of developing additional wells in Greene County. Board members asked clarifying questions about the minimum yield required for a well to be considered viable, the regulatory standards set by the Virginia Department of Health, and how these standards compare to the county's actual water usage and needs. There was considerable focus on the fact that wells are intended primarily as backup sources for peak demand days, rather than as the main supply for all homes and businesses, given the limited yields and the risk of wells running dry if overused. The Board also discussed the high costs and risks associated with drilling, including the possibility of drilling multiple dry holes, and debated whether it would be cost-effective to drill test wells before committing to full-scale development. Members expressed interest in using a variety of site selection methods and technologies to improve the chances of success, but also recognized the inherent uncertainties involved. Ultimately, the Board agreed on a cautious, phased approach: to proceed with bringing the two existing wells online, monitor their performance, and consider further drilling only as needed and as resources allow.

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, 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 concerning the Jefferson Area Board on Aging.
- 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 surplus funds from a tax sale.

WHEREAS, pursuant to: §2.2-3711 (A)(1), (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 aforesated 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: APPOINTMENT OF LINDA COPELAND TO THE JABA ADVISORY COUNCIL

Upon motion by Marie Durrer, second by Tim Goolsby and unanimous roll call vote, the Board appointed Ms. Linda Copeland to the JABA Advisory Council to fill the unexpired term of Jeff Earney which will expire on August 31, 2026.

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: RESOLUTION OF APPRECIATION FOR THE GREENE CARE CLINIC

Upon motion by Marie Durrer, second by Tim Goolsby and unanimous roll call vote, the Board approved the resolution as presented. (Attachment "A")

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. Elizabeth Dellospidale addressed the Board to share her troubling experience with the Tiny Paws pet store in Ruckersville, Virginia. After purchasing a puppy from the store, she found that the animal was seriously ill, requiring extensive and costly veterinary care for an untreatable hereditary disease. Despite repeated attempts to contact the store, she was ignored until her attorney intervened. Through this ordeal, Ms. Dellospidale discovered that many other county residents had similar negative experiences with sick puppies and poor customer service from Tiny Paws. She urged the Board to revoke the store's operating license, arguing that its continued operation contributes to community distress and places additional strain on the already overburdened local animal shelter.

Mr. Corey Waters addressed the Board to reinforce concerns about the Tiny Paws pet store, echoing Elizabeth Dellospidale's experience and sharing additional accounts from other residents who purchased sick puppies from the store and received little or no support. Mr. Waters highlighted that these issues are not unique to Tiny Paws but are common in pet stores supplied by puppy mills, where dogs often suffer from genetic and hereditary conditions due to inadequate care. Mr. Waters also emphasized the broader problem of pet overpopulation, noting that

thousands of adoptable animals are euthanized in Virginia shelters each year while pet stores continue to sell animals from questionable sources. Citing examples from other counties and cities that have banned the sale of animals in pet stores, Corey urged the Board to take similar action in Greene County to protect both animals and residents.

RE: PUBLIC HEARING TO CONSIDER AN ORDINANCE REVISION TO AMEND CHAPTER 38, ARTICLES III AND IV OF THE CODE OF GREENE COUNTY TO BRING THE LOCAL ORDINANCE INTO COMPLIANCE WITH UPDATED STATE LAWS AND REGULATIONS

Mr. Leake presented an ordinance revision to the Board, explaining that the update would bring the county's regulations into compliance with the Virginia Erosion Control Stormwater Management Act as required by recent changes in state law. He noted that the ordinance had been reviewed by legal counsel and confirmed to be in line with state code. Mr. Leake made himself available to answer any questions from the Board regarding the proposed changes.

The public hearing was opened and closed with no comments.

Upon motion by Marie Durrer, second by Tim Goolsby and unanimous roll call vote, the Board approved the ordinance revisions as presented. (Attachment "B")

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

Motion carried.

RE: CONSENT AGENDA

Upon motion by Tim Goolsby, second by Davis Lamb and unanimous roll call vote, the Board approved consent agenda items except for e. Resolution to allow the County Administrator to ratify the proposal with WW Associates for the design of the Stanardsville Wastewater Improvements project for a lump sum of \$475,000 and to perform the necessary budget adjustments to allocate the funds to the proper line items as presented.

- a. Minutes of previous meeting
- b. Adoption of the amended Fiscal Management Policy originally adopted on February 27, 2018 (Attachment "C")
- c. Resolution to accept and appropriate \$150,000.00 for the FY26 NG911 PSAP grant for the E911 office (Attachment "D")
- d. Resolution to allow the County Administrator to ratify the contract with WW Associates for the water supply and treatment project, wastewater projects and other engineering projects as requested on an as-needed basis (Attachment "E")
- e. Resolution to allow the County Administrator to ratify the proposal with WW Associates for the design of the Stanardsville Wastewater Improvements project for a lump sum of \$475,000 and to perform the necessary budget adjustments to allocate the

funds to the proper line items (Attachment “F”)

f. Refund request from the Commissioner of Revenue of \$6,724.95 for a qualified disabled veteran (Attachment “G”)

g. Letter of support for the deployment of the UVA Mobile Primary Care Unit to Greene County, Virginia (Attachment “H”)

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

Motion carried.

Upon motion by Marie Durrer, second by Tim Goolsby and affirmative roll call vote, the Board approved e. Resolution to allow the County Administrator to ratify the proposal with WW Associates for the design of the Stanardsville Wastewater Improvements project for a lump sum of \$475,000 and to perform the necessary budget adjustments to allocate the funds to the proper line items (Attachment “F”)

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

Motion carried.

RE: RESOLUTION TO ALLOW THE COUNTY ADMINISTRATOR TO EXECUTE THE GRANT APPLICATION FOR THE DEPARTMENT OF CONSERVATION AND RECREATION VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND FOR THE DEVELOPMENT OF A COUNTY WIDE RESILIENCY PLAN

Ms. Beigie presented to the Board about the county’s application for a grant from the Virginia Community Flood Preparedness Fund. Ms. Beigie explained that the grant would provide \$125,000 to develop a countywide resiliency plan aimed at reducing the impact of flooding in vulnerable areas. The county is required to provide a local match of \$31,250, which can be met through in-kind staff time rather than cash. The Planning and Zoning staff will collaborate with the Thomas Jefferson Planning District Commission to create the plan, which will identify specific sites in need of mitigation. Once the plan is in place, the county will be eligible to apply for additional funding to conduct studies and implement solutions for flood-prone areas. Ms. Beigie emphasized that while the match is not a direct cash outlay, it is still a county obligation, and requested the Board’s permission to proceed with the grant application.

Upon motion by Tim Goolsby, second by Marie Durrer and unanimous roll call vote, the Board approved the resolution as presented. (Attachment “I”)

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

Motion carried.

RE: DISCUSSION OF BOARD PRIORITIES TO INCLUDE IN THE TJPDC LEGISLATIVE PRIORITIES FOR 2026

Ms. Schafrik presented a comprehensive list of Board priorities, which she organized into categories including land use, quality of life, affordability, and infrastructure. She explained that the list was developed based on input from Board members and is intended to guide the county's advocacy efforts, particularly in collaboration with the Thomas Jefferson Planning District Commission and the Virginia Association of Counties (VACo). Ms. Schafrik highlighted that the priorities reflect common concerns among counties in the region, such as maintaining local control over land use decisions, addressing unfunded mandates, supporting affordable housing, and securing funding for critical infrastructure like water, sewer, and broadband. She also noted that the list would be used to track and respond to relevant state legislation, ensuring that the county's interests are represented in policy discussions.

The Board responded positively to Ms. Schafrik's presentation on Board Priorities, expressing general agreement with the categories and issues she outlined. Members noted that the list was comprehensive and accurately reflected both local and regional concerns, particularly the importance of maintaining local control over land use decisions and addressing challenges such as unfunded mandates and limited options for generating revenue. They discussed how these priorities align with those of other counties and emphasized the need to monitor state legislation and funding changes, especially in areas like education and social services. The Board appreciated Ms. Schafrik's efforts in compiling the priorities and agreed that the list would serve as a useful guide for advocacy and policy discussions moving forward.

RE: BOARD LIAISON REPORTS

Mr. Goolsby reported to the Board on the recent activities of the Planning Commission, highlighting their ongoing efforts to address agritourism regulations. He explained that the commission is working to clarify and simplify the rules, ensuring they are understandable and practical for everyone involved. Mr. Goolsby stressed the value of a collaborative, deliberative process, with stakeholders coming together to discuss and resolve issues rather than rushing to decisions. He expressed optimism that this approach would lead to solutions that benefit both the county and the broader community.

RE: COUNTY ADMINISTRATOR'S UPDATE

Ms. Schafrik reported on her recent attendance at a regional VACo meeting, noting that Greene County's priorities are widely shared by other counties in the region. She highlighted the success of the recent Clay Festival and provided information about several upcoming community events, including the fall arts and crafts market, the Tour de Greene charity cycling event, the

Greene Care Clinic fundraiser, the EMS five-year anniversary celebration, and Oktoberfest. Ms. Schafrik emphasized the value of these events for community engagement. She also gave a brief update on budget planning, mentioning the ongoing uncertainty around state and federal funding, and reassured the Board that staff are closely monitoring grants and mandates that could impact county operations.

RE: OTHER MATTERS FROM THE BOARD

Mr. McGuigan raised concerns about ongoing issues with the Standardsville water system and questioned why a previously planned \$14 million bond for improvements was no longer included in the county's current funding cycles. The discussion that followed involved clarifications from staff and other Board members about the decision-making process, with Ms. Schafrik and Mr. Hutka explaining that the Board had voted to prioritize the reservoir project and defer other water projects for the time being. They emphasized that the Standardsville water project is still on the county's list of priorities and is being considered for future grant funding, but that the Board had chosen to focus resources on one major project at a time to avoid overextending county finances.

RE: ADJOURN

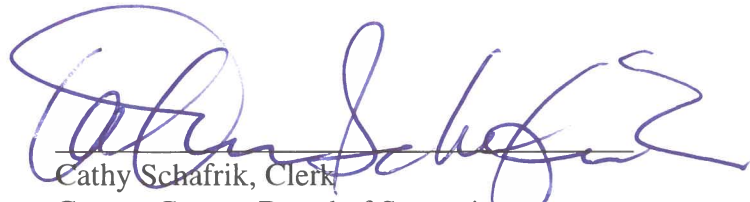
Upon motion by Tim Goolsby, second by Francis McGuigan and unanimous roll call vote, the Board meeting was adjourned.

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

RESOLUTION OF APPRECIATION FOR THE GREENE CARE CLINIC

WHEREAS, Greene Care Clinic is a nonprofit organization dedicated to providing free health care to residents of Greene County who are uninsured and whose income is below 300% of the Federal Poverty Level; and

WHEREAS, the Clinic offers treatment of acute health conditions, comprehensive chronic illness care, clinical and diagnostic testing, non-narcotic prescription pharmacy services due in part to a collaboration with Greene Pharmacy, health education and lifestyle change support (including smoking cessation counseling), behavioral health counseling due to a partnership with the Virginia Telemental Health Initiative, and referrals to University of Virginia and Sentara Martha Jefferson Hospitals as well as the Charlottesville Free Clinic; and

WHEREAS, the Clinic runs a Community Medical Supply Closet that accepts donations of durable medical supplies and donates them back to the community for free; and

WHEREAS, the Clinic depends on volunteers, donations, and grants to conduct its operations, and without community support such services would be greatly diminished; and

WHEREAS, the residents of Greene County benefit directly from the Clinic's efforts to improve health, reduce barriers to health care access, and promote health education including Better Together: A Chronic Disease Management Support Group and ongoing care; and

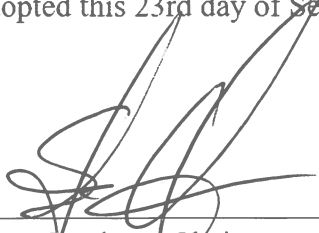
WHEREAS, the Board acknowledges the recent grant from Sentara Cares which will expand access to critical preventative cancer screenings for uninsured Greene County residents; and

WHEREAS, Greene Care Clinic has successfully hosted free Health & Wellness events and fairs, bringing together numerous health and wellness organizations, thereby increasing community outreach, awareness, and preventive care; and

NOW, THEREFORE, BE IT RESOLVED by the Greene County Board of Supervisors on this 23rd day of September 2025, that the Board hereby expresses its deepest appreciation to Greene Care Clinic for its outstanding service and dedication; and

BE IT FURTHER RESOLVED that the Board commends the Clinic's staff, volunteers, donors, and supporters for their compassion, professionalism, and tireless efforts; and

Adopted this 23rd day of September 2025.



Steve Catalano, Chair
Greene County Board of Supervisors



Cathy Schaffik, Clerk
Greene County Board of Supervisors

O-2025-010

AN ORDINANCE (O-2025-010) TO AMEND THE CODE OF THE COUNTY OF GREENE, VIRGINIA, CHAPTER 38, ARTICLE III AND ARTICLE IV, RELATING TO EROSION, SEDIMENT CONTROL, AND STORMWATER MANAGEMENT

WHEREAS, the purpose of these amendments is to bring Greene County's local ordinances into compliance with the Virginia Erosion and Stormwater Management Act (VESMA), as enacted by the General Assembly, and the associated state administrative code; and

WHEREAS, these amendments are necessary to strengthen protections for local water resources by updating standards for land-disturbing activities and improving post-construction stormwater management, consistent with state law; and

WHEREAS, the Board of Supervisors finds that adoption of these amendments promotes the public health, safety, and welfare of Greene County and its citizens;

WHEREAS, pursuant to §15.2-2204 of the Code of Virginia (1950), as amended, the Greene County Board of Supervisors properly advertised and held a public hearing on September 23, 2025, to consider amendments to Chapter 38 of the Greene County Code; and

WHEREAS, the Greene County Board of Supervisors caused to be published a notice of public hearing on this matter in The Piedmont Journal Recorder on September 9, 2025 and September 16, 2025; and

WHEREAS, the full text of this amendment was available for public inspection in the Greene County Administration Building, Room 226, 40 Celt Road, Stanardsville, Virginia 22973.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of Greene County, Virginia:

1. **Amendment to Article III.** Chapter 38, Article III of the Code of Greene County, Virginia, is hereby amended and retitled "**Erosion and Sediment Control and Stormwater Management**" to consolidate erosion and stormwater management provisions under one unified article, consistent with VESMA requirements.
2. **Repeal of Article IV.** Chapter 38, Article IV of the Code of Greene County, Virginia, titled "**Stormwater Management Ordinance**," is hereby repealed in its entirety, with applicable provisions relocated and incorporated into Article III.
3. **Severability.** If any provision of this ordinance is declared invalid, such declaration shall not affect the validity of the remaining provisions of this ordinance or of the Greene County Code.
4. **Effective Date.** This ordinance shall be effective immediately upon adoption.

Adopted this 23rd day of September, 2025.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 23, 2025.

Motion: Marie Durrer

Second: Tim Goolsby

Votes:

Catalano: Yes

Durrer: Yes

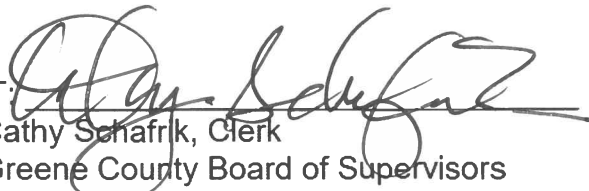
Lamb: Yes

Goolsby: Yes

McGuigan: Yes



Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST: 

Cathy Schafrik, Clerk
Greene County Board of Supervisors



BOARD OF SUPERVISORS FISCAL MANAGEMENT POLICY

Originally drafted February 13, 2018

Adopted:

Revised: September 23, 2025

STATEMENT OF POLICY PURPOSE

The County of Greene (the "County") and its governing body, the Board of Supervisors (the "Board"), is responsible to the County's citizens to carefully account for all public funds, to manage County finances wisely and to plan for the adequate funding of services desired by the public, including the provision and maintenance of facilities. Promoting fiscal integrity is an important priority in the County. The following policy establishes a general framework for the County's overall fiscal planning and management. These policies will be reviewed and, if necessary, updated annually. Any substantive amendments will be presented to the Board for approval.

POLICY GOALS

This fiscal policy is intended to set general guidelines for the fiscal management practices of the County, where effective fiscal policy is determined to add the following benefits:

- Contributes significantly to the County's ability to insulate itself from fiscal crisis
- Attempts to maintain a diversified and stable economic base
- Enhances short-term and long-term financial integrity by helping to achieve the highest credit and bond ratings possible
- Maintains continuous communication about the County's financial condition with bond and credit rating institutions and the overall financial community
- Promotes long-term financial stability by establishing clear and consistent guidelines
- Directs attention to the total financial picture of the County rather than a single issue
- Promotes the view of linking long-term financial planning with day-to-day operations
- Provides the Board and the citizens a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines

To add specificity to the overall fiscal policy goals of the County, the following policy goal statements are presented:

GENERAL GUIDELINES

- The County Administrator will provide quarterly reporting to the Board on the County's financial condition and debt position.
- The County will remain current in payments to its employee benefit and retirement systems.
- Capital projects in the County government and schools will be reviewed and reconciled annually as part of the fiscal year-end financial closing procedure.
- The County will annually update a long-range (5-year) financial forecasting system, which will include projections of revenues, expenditures, and future costs and financing of capital improvements and other projects that are included in the capital budget and the operating budget.

OPERATING BUDGET

- The operating budget is intended to implement the Board's service priorities and vision for the County.
- The budget must be structured so that the Board and the general public can readily establish the relationship between revenues, expenditures, and the achievement of service objectives.
- The individual agency budget submissions must be prepared with the basic assumption that the Board will always attempt to minimize the local tax burden.
- The County will avoid tax anticipation borrowing and maintain adequate fiscal reserves in accordance with the fund balance policy.
- The number and distribution of staff will be reviewed and evaluated in the context of service delivery. When feasible and cost-effective, contracting out services will be considered.
- The County will maintain and monitor a diversified and stable revenue structure to shelter it from short-run fluctuations in any one revenue source.
- The County will estimate its annual revenues by an objective, analytical process.
- The County, where possible, will institute user fees and charges for specialized programs and services in the County. Rates will be established to recover operational as well as overhead or indirect costs and capital or debt service costs. Fees will be regularly reviewed and updated, and, where applicable, determine if pre-established recovery goals are being met.

- The County should routinely identify intergovernmental aid funding possibilities. However, before applying for or accepting intergovernmental aid, the County will assess the merits of a particular program as if it were funded with local tax dollars. Local tax dollars will not be used to make up for losses of intergovernmental aid without first reviewing the program and its merits as a budgetary enhancement. All grant applications, prior to submission, must be approved by the County Administrator upon recommendation by the department director or finance director. Grants may only be accepted and funds appropriated by the Board.

DEBT MANAGEMENT

- The County will not fund current operations from the proceeds of borrowed funds, unless extraordinary circumstances arise affecting the timing of receipt of revenues in the course of the fiscal year which require the borrowing of money to support expenditures within the adopted budget. The County may issue tax anticipation notes pursuant to Board authorization.
- The County will confine long-term borrowing and capital leases to capital improvements, projects, or equipment that cannot be financed from current financial resources.
- The County will analyze market conditions prior to debt issuance to determine the most advantageous average life. When financing capital improvements, or other projects or equipment, the County will repay the debt within a period not to exceed the expected useful life of the project or equipment.
- The County may, at its discretion, on a project by project basis, subject to a public hearing of the Board on the proposed financing if applicable, use alternative financing mechanisms to the issuance of general obligation (GO) bonds to include these alternative financing mechanisms: the Virginia Public School Authority (VPSA), the Virginia Resources Authority (VRA), revenue bonds (for revenue supported activities), lease revenue bonds, lease purchase agreements, and additional appropriations based financing or other financing mechanisms that may be created.
- The County shall comply with all U.S. Internal Revenue Service rules and regulations regarding issuance of tax-exempt debt.
- The County shall comply with all requirements of the Public Finance Act as set forth in Title 15.2, Chapter 26 of the Code of Virginia, and with any other legal requirements regarding the issuance of bonds or its debt issuing authorities.
- Recognizing the importance of long-term financial obligations, the County will set target debt ratios as described in Debt Management Policy I and Debt Management Policy II herein.
- Compliance with the above-referenced debt policy ratios will be calculated each fiscal year in conjunction with the budget development process and provided to the Board with the proposed annual budget.
- Tax-supported obligations are those that are expected to be repaid from the General Fund tax revenue of Greene County. These include general obligation

bonds (except fully or partially self-supporting bonds), appropriation obligations, and capital leases. Bonds issued for enterprise funds are not included in calculations of tax-supported bonds unless the bonds are not self-supporting for at least three years.

Debt Policy I - Tax-Supported Debt as a Percentage of Total Taxable Assessed Value

- Tax Supported Debt as a Percentage of Total Taxable Assessed Value shall not exceed 4%.
- This ratio indicates the relationship between the County's debt and the Total Taxable value of real property, personal property, and public service property.
- It is an important indicator of the County's ability to repay debt, because property taxes are the primary source of the County's revenues used to repay debt.

Debt Policy II – Net Tax-Supported Debt Service as a Percentage of Total Governmental Expenditures

- Net tax-supported general obligation and subject to appropriation (i.e. moral obligation) debt service payments (principal and interest) shall not exceed 15% of Total Governmental Expenditures.
- Total Governmental Expenditures is defined as total expenditures for the General Fund, net of capital outlay and the local transfer from the General Fund to the School Operating Fund, plus School Operating Fund Expenditures.
- To the extent that any Enterprise Fund debt is not self-supporting, these Enterprise Fund expenditures, including debt service, will be included in Total Expenditures.

CASH FLOW AND INVESTMENTS

- The County will conduct an analysis of cash flow needs on an annual basis. Disbursements, collections, and deposits of all funds will be scheduled to ensure maximum cash availability and investment potential.
- The County will, where permitted by law, pool cash from its various funds for investment purposes.
- The County will invest County revenue to maximize the rate of return while preserving the safety of the principal at all times.
- The County will regularly review contractual, consolidated banking services.

FINANCIAL REPORTING

- The County will maintain a high standard of accounting practices in conformance with uniform financial reporting in Virginia and Generally Accepted Accounting Principles (GAAP) for governmental entities as promulgated by the Governmental Accounting Standards Board (GASB).
- The County's financial accounting system will maintain records on a basis consistent with accepted standards for local government accounting (according to GASB).

- The County's annual financial reports will present a summary of financial activity by governmental funds and all funds respectively.
- The County's reporting system will provide monthly information on specific services by type of expenditure and revenue, and by fund.
- The County will retain the right to perform financial, compliance and performance audits on any entity receiving funds from the County.
- The County will engage an independent firm of certified public accountants to perform an annual financial and compliance audit according to Generally Accepted Auditing Standards (GAAS) and will have these accountants publicly issue an opinion which will be incorporated in the Comprehensive Annual Report.
- The County will annually seek the GFOA Certificate of Achievement for Excellence in Financial Reporting.

CAPITAL BUDGET

- Capital planning and project emphasis will be placed upon Board-approved priorities as identified in the County's comprehensive plan, capital improvements program, and the Board's Strategic Planning Initiative.
- The County will make all capital improvements in accordance with an adopted Capital Improvements Program.
- The County will develop a multi-year plan for capital improvements (CIP), which considers the County's development policies and links development proffers resulting from conditional zonings with the capital plan.
- The County will coordinate development of the capital budget with development of the operating budget. Future operating costs associated with new capital projects will be projected and included in operating budget forecasts.
- The County will identify the "full-life" estimated cost and potential funding source for each capital project proposal before it is submitted to the Board for approval.
- Unspent local funds may be transferred to the County or School capital project contingency account to be used at the discretion of the Board of Supervisors.
- The County will maximize the use of non-debt capital financing sources through the use of alternate sources of funding, including proffers, grants, and other sources of non-local tax funding revenues.
- The operating budget will provide for minor and preventive maintenance.
- The capital projects budget will provide for the acquisition, construction, or total replacement of physical facilities to include additions to existing facilities which increase the square footage or asset value of that facility.
- The County will protect its assets by maintaining adequate insurance coverage

through either commercial insurance or risk pooling arrangements with other governmental entities.

FUND BALANCE/RESERVES

- The County of Greene recognizes that sound financial principles require sufficient funds be retained to provide a stable financial base at all times.
- An adequate fund balance is essential to providing for operating and future capital budgets, protecting against temporary revenue shortfalls, covering emergency or unforeseen expenditures, and ensuring the economic stability of the County.
- A fund balance is the cumulative difference, reported annually, between revenues and expenditures reported in governmental funds.
- A minimum unassigned fund balance shall be established pursuant to the Unassigned Fund Balance Policy contained herein.
- A Budget Stabilization Fund shall be established pursuant to the Budget Stabilization Fund Policy contained herein.
- The County shall maintain a formal Days Cash on Hand policy for Enterprise Funds pursuant to the Enterprise Fund Days Cash on Hand Policy contained herein.

Unassigned Fund Balance Policy

- The Board recognizes that the Unassigned Fund Balance Policy should be 25% of the County's General Fund and School Fund Revenues.
- General Fund Revenues would be net of the revenue transfer to the School Fund. School Fund Revenues would not include cafeteria funds.
- Funds in excess of the Unassigned Fund Balance Policy target may be considered to supplement "pay-as-you-go" capital outlay expenditures, other non-recurring expenditures or as a greater buffer to General Fund balance.
- To the extent that funds are available in excess of the minimums described above (i.e., 25%), the Board recognizes that it could strategically utilize these funds, if appropriate. However, the Board also recognizes that maintaining reserves above the minimum Unassigned Fund Balance Policy target may be beneficial to the overall well-being of the County. Should any amounts above the 25% Unassigned Fund Balance Policy target exist, they should only be appropriated for non-recurring expenditures, as they represent prior-year surpluses that may or may not materialize in subsequent fiscal years. Amounts above the 25% Unassigned Fund Balance Policy target could be used for the following purposes (listed in order of priority):
 - A. Increase Assigned, Committed, and Restricted Fund Balances as necessary.
 - B. Fund additional reserves as deemed appropriate by the Board.
 - C. Allocating such amounts toward equity funding of the capital needs, economic

development or transfer to a capital project or capital reserve fund.

Budget Stabilization Fund Policy

- In addition to the Unassigned Fund Balance policy, the County shall establish a Budget Stabilization Fund, which shall be considered a part of the County's Committed Fund Balance.
- The Budget Stabilization Fund shall be used for unforeseen, emergency expenditures or unplanned, unforeseen declines in revenues.
- The Budget Stabilization Fund shall be initially established in an amount equal to 5% of General Fund and School Fund Revenues.
- Should future County budgets require additional moneys to be added to meet these requirements, the County will build up the required amounts over 3 Years.
- To the extent needed, the Budget Stabilization Fund shall be used first, in priority before Assigned and Unassigned Fund Balances.

Replenishment of Unassigned Fund Balance/Budget Stabilization Fund

- Upon the use of any Unassigned Fund Balance or Budget Stabilization Fund for temporary funding of unforeseen emergency needs, which causes such fund balance to fall below the Unassigned Fund Balance Policy target or below the Budget Stabilization Fund target, the Board must approve and adopt a plan so that targets are restored within 36 months (i.e. three years).
- If restoration of the reserve cannot be accomplished within such period without severe hardship to the County, then the Board will establish a different time period.

Water & Sewer Enterprise Fund Days Cash on Hand Policy

- The County shall maintain a formal Days Cash on Hand policy of at least 180 days for its Water & Sewer Enterprise Fund.
- Days Cash on Hand shall be calculated by dividing the Water & Sewer Enterprise Fund unrestricted cash and liquid investments by operating expenditures net of depreciation plus debt service. Operating expenditures and debt service shall be on a per-day basis.
- The County may consider a rate analysis for the Water & Sewer Enterprise Fund to be performed by a consultant every three to five years.

ANNUAL REVIEW

- These policy guidelines shall be reviewed at least annually.

RESOLUTION TO ACCEPT AND APPROPRIATE ONE HUNDRED-FIFTY THOUSAND DOLLARS FOR THE GREENE COUNTY E911 PROGRAM

WHEREAS, the County of Greene has been awarded a grant from the Virginia 9-1-1 Services Board for Greene County E911 Program; and

WHEREAS, the funds in the amount of one hundred-fifty thousand dollars (\$150,000.00) 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 one hundred-fifty thousand dollars (\$150,000.00) 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: Davis Lamb

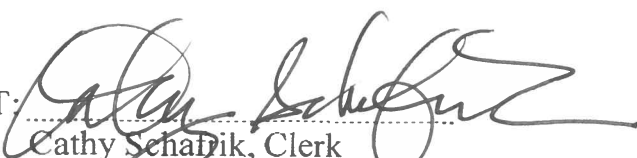
Recorded Vote:

Steve Catalano	<u>Yes</u>
Marie C. Durrer	<u>Yes</u>
Tim Goolsby	<u>Yes</u>
Francis McGuigan	<u>Yes</u>
Davis Lamb	<u>Yes</u>



Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST:



Cathy Schalnik, Clerk
Greene County Board of Supervisors

EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 23, 2025 (“Effective Date”) between

Greene County, Virginia (“Owner”) and

WW Associates, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Water Supply and Treatment Project (“Project”).

Engineer’s services under this Agreement are generally identified as follows:

Preliminary Engineering Report, design and construction phase services. The Water Supply and Treatment Project includes:

- Raw water intake and pump station
- Raw water line from the intake to the pump storage reservoir
- Pump storage reservoir
- Water treatment facility
- Raw water reservoir intake
- Finished water line from water treatment plant to existing finished water line
- Water treatment plant site development
- Other water and sewer system projects as defined by Greene County

In addition to the Water Supply and Treatment project, WW Associates, Inc. will continue to provide Engineering Services for water and wastewater projects and other engineering projects as requested on an as-needed basis as part of this contract on a Task Order basis.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Not Used*

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement, provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services – N/A*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer to the extent allowed by law; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit E, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit E, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit E. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least thirty (30) days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit E. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit E will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*
 - 1. By Owner: Owner may suspend the Project for up to ninety (90) days upon seven (7) days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Not Used*

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on thirty (30) days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the

party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part I of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Insurance.
- F. Exhibit F, Task Order for Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit F to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

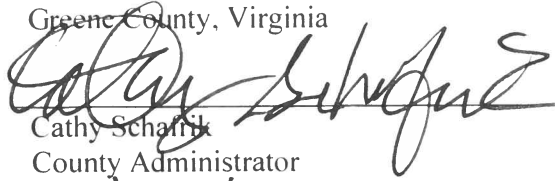
8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Greene County, Virginia

By: 

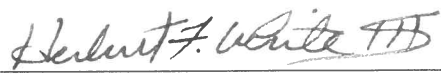
Print: Cathy Schafrik

Title: County Administrator

Date Signed: September 25, 2025

Engineer:

WW Associates, Inc.

By: 

Print: Herbert F. White III, P.E.

Title: President

Date Signed: August 25, 2025

Engineer License or Firm's Certificate No. 012257

State of: VA

Address for giving notices:

40 Celt Road

Stanardsville, VA 22973

Address for giving notices:

968 Olympia Drive, Suite 1

Charlottesville, VA 22911

Designated Representative (Paragraph 8.03.A):

Cathy Schafrik

Title: County Administrator

Phone Number: (434) 985-5201

Facsimile Number: _____

E-Mail Address: cschafrik@gcva.us

Designated Representative (Paragraph 8.03.A):

Herbert F. White III, P.E.

Title: President

Phone Number: (434) 984-2700

Facsimile Number: _____

E-Mail Address: hwhite@wwassociates.net

Engineer's Services

Article I of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase – Preliminary Engineering Report.

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate [N/A] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [N/A]
7. Furnish 3 review copies of the Report and any other deliverables to Owner within 90 calendar days of the Effective Date and review it with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any other deliverables to the Owner within 30 calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: [N/A]
6. Furnish three (3) review copies of the Preliminary Design Phase documents and any other deliverables to Owner within one hundred eighty (180) calendar days of authorization to proceed with this phase, and review them with Owner. Within thirty (30) calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
[N/A].
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents within one hundred eighty (180) days of the approved preliminary. Within thirty (30) days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. This project will be administered with four (4) or more construction contracts. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is four (4) or more. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have

been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [N/A].

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's

representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [N/A].

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements;

review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related

engineering services needed for the transfer of interests in real property; and providing other special field surveys.

15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Engineering assistance for other projects associated with the wastewater treatment plant and collection system.
21. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
22. Assistance in connection with the adjusting of Project equipment and systems.
23. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
24. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
25. Overtime work requiring higher than regular rates.
26. VMRC applications, regulatory approval assistance, easement plat preparation, water consultation, rate setting assistance, and funding assistance.
27. Geotechnical services.
28. Wastewater Engineering Services.
29. Other engineering services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[N/A]*.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 1, 2025.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services shall be in accordance with Exhibit G, and as set forth in Exhibit A, on a Task Order basis.

1. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period.

C2.02 Hourly Rate Schedule: Hourly compensation shall be in accordance with the following hourly rate schedule. Reimbursable expenses shall be direct cost plus 10 percent.

WW ASSOCIATES, INC.
HOURLY RATE FEE SCHEDULE

January 2025

Project Manager	\$ 175
Senior Engineer	\$ 160
Engineer I	\$ 150
Engineer II	\$ 145
Engineer III.....	\$ 140
Licensed Surveyor.....	\$ 155
Survey crew (2-man).....	\$ 145
Construction Inspector	\$ 125
Senior Designer	\$ 120
Designer.....	\$ 110
Clerical.....	\$ 75

C2.03 Subconsultants: In the event that subconsultants need to be provided, these consultants may be contracted through this WW Associates, Inc. contract. WW Associates, Inc. will mark up the fees associated with these services by 5 percent.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 1, 2025.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article I of the Agreement is supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- B. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- C. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- D. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

E. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 12, 2025.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following Certificate of Insurance.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/22/2025																																																																																												
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																																																														
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	14 WEC CQ7582	06/30/2025	06/30/2026	☒ PER STATUTE ☐ OTH-ER																																																																																							
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/IMFMBFR EXCI UDFO? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$500,000																																																																																							
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A	EMPLOYMENT PRACTICES LIABILITY			14 SBA UY1819	06/30/2025	06/30/2026	Each Claim Limit \$5,000 Aggregate Limit \$5,000																																																																																							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy. Certificate holder is an additional insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy.																																																																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> CERTIFICATE HOLDER Greene County 40 CELT RD STANARDSVILLE VA 22973-3001 </td> <td style="width: 50%; vertical-align: top;"> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE </td> </tr> </table>			CERTIFICATE HOLDER Greene County 40 CELT RD STANARDSVILLE VA 22973-3001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																																																																										
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ACORD 25 (2016/03)

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This is EXHIBIT F, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 12, 2025.

TASK ORDER FOR AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____



OFFICE OF THE COUNTY ADMINISTRATOR
POST OFFICE BOX 358
STANARDSVILLE, VIRGINIA 22973
434-985-5201
FAX: 434-985-3705

MEMORANDUM

TO:	Greene County Board of Supervisors
FROM:	Cathy Schafrik, County Administrator
SUBJECT:	Ratification of Engineering Contract with WW Associates for Engineering Services and Project Administration of the Water Supply and Treatment Project, wastewater projects and other engineering projects as requested on an as-needed basis
DATE:	September 23, 2025

Recommended action:

Approve the attached resolution to allow the County Administrator to ratify the contract with WW Associates for the Water Supply and Treatment Project, wastewater projects, and other engineering projects as requested on an as-needed basis.

Background:

This contract renews the previous contract with WW Associates for the Water Supply and Treatment Project that has expired. The contract also covers services needed for wastewater projects and other engineering projects as requested by the County on an as-needed basis.

The Water Supply and Treatment Project includes:

- Raw water intake and pump station
- Raw water line from the intake to the pump storage reservoir

- Pump storage reservoir
- Water treatment facility
- Raw water reservoir intake
- Finished water line from water treatment plant to existing finished water line
- Water treatment plant site development
- Other water and sewer system projects as defined by Greene County

Please let me know if you have any questions.



June 16, 2025

Mr. Tom Hutka
Director of Water and Sewer
Greene County
11235 Spotswood Trail
Ruckersville, Virginia 22973

Ref: Stanardsville Wastewater Improvements Project
WWA Project No. 224013.00

Dear Mr. Hutka:

We are pleased to provide this fee proposal for design phase services for the referenced project. The project scope is defined in the approved Preliminary Engineering Report dated February 24, 2025, Rev I dated April 18, 2025. The scope is summarized as follows:

- New Pump Station located at the Stanardsville Wastewater Treatment Plant
- Upgrade Pump Station No.s 1, 13, and 6
- Convert existing treatment lagoons at the Stanardsville Wastewater Treatment Plant to equalization basins for wet weather mitigation
- Recommissioning of the existing force main between the Town of Stanardsville and Ruckersville
- Closure plan for the Stanardsville Wastewater Treatment Plant

Estimated construction cost for this project is \$ 7,591,000.

Design of these facilities will include preparation of plans and specifications suitable for bidding. Estimated construction costs will also be provided.

We propose to provide these design phase engineering services for a lump sum fee of \$ 475,000.

Invoicing for lump sum fee services will be on a monthly basis based on our estimate of percent completion. Payment for these services will be within 30 calendar days from the time the bill is issued by WW Associates. We propose to provide a separate fee proposal for bidding and construction of this project upon request.

We appreciate the opportunity to be of continued service to Greene County and look forward to working with you on this project. Should you agree with this proposal, please

sign, date and return to my attention. Your signature will be considered our Notice to Proceed.

Should you have any questions, please feel free to call.

Sincerely,

WW Associates, Inc.



Herbert F. White III, P.E.
President



Cathy Schafrik
County Administrator

**RESOLUTION TO ALLOW THE COUNTY ADMINISTRATOR
TO RATIFY THE PROPOSAL FOR ENGINEERING
SERVICES REQUIRED FOR THE STANARDSVILLE
WASTEWATER IMPROVEMENTS PROJECT**

WHEREAS, the County of Greene has a permit from the Virginia Department of Environmental Quality (DEQ) to operate the Stanardsville Wastewater Treatment Plant; and

WHEREAS, the permit is set to expire at the end of December 2027; and

WHEREAS, DEQ officials have told the County the permit would not be eligible for renewal, requiring the closure of the Stanardsville Wastewater Treatment Plant; and

WHEREAS, WW Associates has submitted a proposal for the engineering design work necessary for the closure of this plant in the amount of four hundred seventy-five thousand dollars (\$475,000.00); and

WHEREAS, per the Board of Supervisors' Procurement Policy, all contracts that are greater than fifty thousand dollars (\$50,000.00) must have Board of Supervisors approval prior to the County Administrator's signature; and

WHEREAS, the funds in the four hundred seventy-five thousand dollars (\$475,000.00) need to be appropriated to the correct line item in the 2025-2026 budget of the County of Greene, Virginia.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that four hundred seventy-five thousand dollars (\$475,000.00) be appropriated to correct line item in the 2025-2026 budget of the County of Greene.

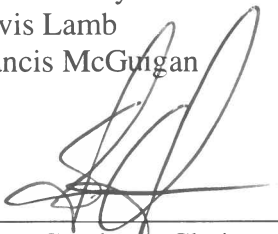
BE IT FURTHER RESOLVED that the County Administrator of the County of Greene, Virginia is authorized to ratify this proposal from WW Associates and make the appropriate accounting adjustments to in the budget to give this resolution effect.

Adopted this 23rd day of September, 2025.

Motion: Marie Durrer
Second: Tim Goolsby

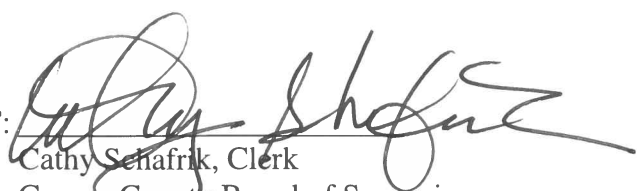
Recorded Vote:

Steve Catalano	<u>Yes</u>
Marie C. Durrer	<u>Yes</u>
Tim Goolsby	<u>Yes</u>
Davis Lamb	<u>Yes</u>
Francis McGungan	<u>No</u>



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: September 9, 2025

TO: Greene County Board of Supervisors

FROM: Kimberly Tate, Commissioner of the Revenue

RE: Refund Request of \$6,724.95 for qualified disabled veteran

Taxpayer submitted qualifying paperwork as a disabled veteran which initiated a partial abatement for 2023 and a full abatement for 2024 and 2025 for real estate taxes as well as personal property taxes. This resulted in an overpayment of \$6,724.95 for which a refund is due.



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

September 23, 2025

Dr. Mitchell S. Rosner
Chief Executive Officer
1335 Lee Street
Charlottesville, VA 22903

Re: Support for Deployment of the UVA Mobile Primary Care Unit to Greene County, Virginia

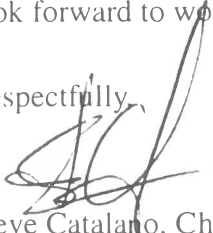
Dear Dr. Rosner,

On behalf of the Greene County Board of Supervisors, we write to express our strong support for the deployment of the University of Virginia Mobile Primary Care Unit to Greene County.

Greene County residents face significant barriers to accessing timely and consistent primary care services, including limited local provider availability, transportation challenges, and an increasing demand for care among our aging and rural population. These barriers have a direct impact on health outcomes and place added strain on County services. The UVA Mobile Primary Care Unit would provide much needed access to preventative, diagnostic, and ongoing primary care close to home for our residents. By bringing healthcare directly to the community, this initiative will help reduce avoidable emergency visits, improve management of chronic conditions, and support healthier outcomes across our county. We greatly value our longstanding partnership with the University of Virginia and commend your leadership in advancing innovative solutions to address healthcare disparities in rural communities. The Greene County Board of Supervisors supports this pilot initiative and will collaborate with UVA Health on logistics if requested.

Thank you for your commitment to serving the people of Greene County and for considering this request. We look forward to working together to bring this vital service to our community.

Respectfully,


Steve Catalano, Chair
Greene County Board of Supervisors

RESOLUTION TO AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE ROUND 6 OF THE VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND GRANT APPLICATION

WHEREAS, the Department of Conservation and Recreation (DCR) is accepting applications for the Round 6 cycle of the Virginia Community Flood Preparedness Fund competitive matching grant program; and

WHEREAS, DCR will accept applications from localities and planning districts pursuant to §10.1-603.25 and §10.1-603.29 of the Code of Virginia; and

WHEREAS, the County of Greene is often impacted by localized flooding; and

WHEREAS, the funds can be used to create a Resiliency Plan; and

WHEREAS, if awarded grant, it will require a 25% match in funding of up to \$125,000.00, in Fiscal Year 2026; and

WHEREAS, the grant allows for the use of staff time to be counted as an in-kind match.

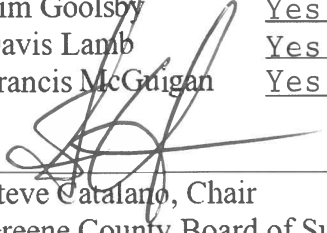
NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that the County Administrator is authorized to execute the grant application for this equipment.

Adopted this 23rd day of September, 2025.

Motion: Tim Goolsby
Second: Marie Durrer

Recorded Vote:

Steve Catalano	<u>Yes</u>
Marie C. Durrer	<u>Yes</u>
Tim Goolsby	<u>Yes</u>
Davis Lamb	<u>Yes</u>
Francis McGuigan	<u>Yes</u>


Steve Catalano, Chair
Greene County Board of Supervisors

ATTEST:


Cathy Schafria, Clerk
Greene County Board of Supervisors