June 14, 2022

County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, JUNE 14, 2022, BEGINNING AT 5:30 P.M. IN PERSON IN THE COUNTY ADMINISTRATION BUILDING MEETING ROOM AND BY ZOOM VIDEO COMMUNICATION

Present were:	Marie Durrer, Chair Dale Herring, Vice Chair Steve Bowman, Member Abbey Heflin, Member Davis Lamb, Member
Staff present:	Mark B. Taylor, County Administrator Kelley Kemp, Assistant County Attorney Kim Morris, Deputy Clerk Jim Frydl, Director of Planning and Zoning Tracy Morris, Director of Finance

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):

- Consultation with legal counsel pertaining to actual or probable litigation, where such consultation in open meeting would adversely affect the negotiating or litigating posture of the public body concerning RSA.

- Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning tower space and Jaunt.

WHEREAS, pursuant to: §2.2-3711 (A)(7) and (A)(8) of the Code of Virginia, such discussions may occur in Closed Meeting;

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

Upon motion by Dale Herring, second by Davis Lamb and unanimous roll call vote, the Board entered into closed meeting.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: OPEN MEETING

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

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	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
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

RE: AUTHORIZATION FOR COUNTY ADMINISTRATOR TO EXECUTE COMMUNICATIONS TOWER LEASES

Upon motion by Dale Herring, second by Davis Lamb and unanimous roll call vote, the Board authorized the County Administrator to execute the communications tower leases as discussed in Closed Session.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: ADOPTION OF CONCURRENT RESOLUTION OF GREENE COUNTY, ORANGE COUNTY AND MADISON COUNTY APPROVING THE WITHDRAWAL AND TRANSITION AGREEMENT FOR GREENE COUNTY WITHDRAWAL FROM THE RAPIDAN SERVICE AUTHORITY

Upon motion by Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board adopted the concurrent resolution of Greene County, Orange County and Madison County approving the withdrawal of Greene County from the Rapidan Service Authority. (See Attachment "A")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	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 Dale Herring, second by Steve Bowman and unanimous roll call vote, the Board approved the agenda after agreeing to separate consent agenda item 8. c. for discussion.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: MATTERS FROM THE PUBLIC

Mr. Hugh Davis was present to ask the Board to consider doing something to help the elderly with their taxes.

Mr. Scott Mingledorf was present to discuss the Comprehensive Plan. He feels the Tourist Lodging section needs to be reviewed to be sure that it matches the Zoning Ordinance. He asked that the public be included in this process. He also asked that the Board defer approval of Special Use Permits until the review takes place.

RE: CONSENT AGENDA

Upon motion by Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board approved the consent agenda items a. and b. as presented.

a. Minutes of previous meeting
b. Resolution to accept and appropriate $357,664.03 for the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Elementary and Secondary School Emergency Relief Funding (See Attachment "B")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

c. Resolution opposing the Jefferson-Madison Regional Library name change (See Attachment "C")

Upon motion by Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board approved the resolution as presented.

Mr. Bowman said that he has received several phone calls from residents who are supportive of this resolution. He strongly supports it. He said that he believes that many institutions in our Nation are under attack and he does not feel that we should change the name of our library. Ms. Durrer and Mr. Lamb also said that they support this resolution.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: PUBLIC HEARING ON PROPOSED SECONDARY SIX YEAR IMPROVEMENT PLAN FOR FISCAL YEARS 2023-2028

Ms. Carrie Shepheard, VDOT Resident Engineer, was present to discuss the Secondary Six Year Plan in response to the workshop held last month. The purpose of the Rural Rustic Road Program for the Secondary Six Year funding is to pave existing unpaved roads and reestablish ditches and shoulders while leaving trees, vegetation and the rural nature of the road intact as much as possible. Eligibility items for this program are as follows:

- Must be an unpaved road already in the State Secondary System
- Carry no more than 1,500 VPD, with a minimum of 50 VPD
- Priority in the approved SSYP

- Used for local traffic who are familiar with the features of the road
- Minimal anticipated traffic growth
- At least 16' width, although prefer 18'

As a result of last months meeting, Ms. Shepheard said she added the second part of Welsh Run Road to the end of the plan, which is not fully funded and will have a remaining balance of $104,404.

She shared maps of the roads currently on the plan.

Mr. Lamb brought up the improvements that VDOT made to try and help the issue at Route 609 and Route 29. He said that he does not feel these improvements help. He also said that he was grateful that VDOT had an additional virtual meeting last week that he attended and enjoyed.

The Board and Ms. Shepheard discussed the options for improvements at the Route 29 and Route 609 intersection.

The public hearing was opened and closed with no comment.

Upon motion by Steve Bowman, second by Davis Lamb and unanimous roll call vote, the Board approved the Secondary Six Year Improvement Plan for FY23-28. (See Attachment "D")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: APPROVAL OF AGREEMENT BETWEEN THOMAS JEFFERSON PLANNING DISTRICT COMMISSION, FIREFLY AND GREENE COUNTY REGARDING THE AWARDED VATI 2022 FUNDING

Mr. David Blount of the Thomas Jefferson Planning District Commission was present to explain the agreement between the Thomas Jefferson Planning District Commission, Firefly and Greene County regarding the awarded VATI 2022 funding. This was a $79 million grant from the Department of Housing and Community Development to TJPDC for a 13 County Regional Broadband project working with Firefly fiber broadband. This agreement is a requirement of the DHCD which all of the 13 localities will have to sign. It basically outlines the various duties and responsibilities of the three entities. For TJPDC, that's managing the grant, providing for the fiscal responsibilities and working with the grantor at the state level. For Firefly, it's pretty much about construction and documentation that will be needed in managing the grant. For Greene County, the agreement notes the nearly $2.7 million in local match that Greene County previously committed to the project, and then speaks to Greene's responsibilities to keep records and pay invoices, and generally support the project and help us and Firefly to communicate with the community about the project.

Upon motion by Dale Herring, second by Davis Lamb and unanimous roll call vote, the Board approved the agreement as presented. (See Attachment "E")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: RESOLUTION TO APPROPRIATE THE FISCAL YEAR 2023 BUDGET

Ms. Morris was present to ask the Board to adopt the resolution to finalize and appropriate the fiscal year budget and the amount of $97,168,587. Ms. Heflin asked for clarification as to where all of the extra revenue came from. The number she recalled voting on was $76,282,250. Ms. Morris said that amount is excluding the interfund transfers between social services, the schools and CSA. She explained that when we appropriate the budget, we have to appropriate the total, not including the subtraction of those interfund transfers. Ms. Heflin shared her concern that the revenues that we are receiving are a fluke because of Covid and she's worried that we are funding things with that money and we won't receive it in upcoming years.

Upon motion by Steve Bowman, second by Dale Herring and affirmative roll call vote, the Board adopted the resolution to appropriate the fiscal year 2023 budget. (See Attachment "F")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	No
	Davis Lamb	-	No

Motion carried.

RE: JAUNT MOU

Mr. Taylor thanked Jaunt Director, Ted Rieck, and Ms. Kemp and Mr. Bowman for working together on the memorandum of understanding with Jaunt. He said that we have come to a mutually acceptable language for the memorandum of understanding with Jaunt concerning the steps that Jaunt will be taking in the next six months on the development of service in Greene County. The MOU has been finalized and it is before the Board for approval with no outstanding issues.

Upon motion by Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board approved the MOU with JAUNT as presented. (See Attachment "G")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: REQUEST FROM VDOT FOR A WAIVER FOR THE NOISE ORDINANCE

Mr. Taylor explained that we have received a request for a waiver from the county noise ordinance in connection with the Route 29 and 33 intersection improvements. VDOT has taken outstanding steps since the beginning of the project to do their very utmost to be a good neighbor and to mitigate noise to the extent possible with their project. They had a stage in the project in which they were having to de-water a pond on a continuous basis in order to move their project forward. They had a pump running day and night that was energized by a generator. This is what gave rise to a noise concern from a neighbor. The investigation of that noise complaint yielded the revelation that they were not in violation of the noise ordinance based on decibel measure at the property line and the VDOT team did all that they could to mitigate the noise using the quietest generator they had available.

The Board discussed the project and asked how long it would take. Mr. Frydl said that it will take almost a full year. He also said that it is not feasible to work on the project during the daytime as it would cause a traffic back-up. Ms. Kemp suggested that the Board consider amending the existing ordinance to waive the ordinance for public work. Mr. Taylor said that we could but that VDOT is asking for this waiver immediately.

Upon motion by Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board agreed to grant VDOT a waiver of the noise ordinance for this project. (See Attachment "H")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: HAZARD MITIGATON PLAN UPDATE

Ian Baxter, Planner for the Thomas Jefferson Planning District Commission, was present to discuss the Hazard Mitigation Plan. He explained that the purpose of the plan is to prepare for natural disasters before the occur, thus reducing loss of live, property damage, and disruption of commerce. The plan is a data driven document based on past historical hazard events and the potential for future events based on historical data. It assesses risks from natural hazards. The Federal Emergency Management Agency (FEMA) requires Natural HMPs as a condition for eligibility to receive certain mitigation grant program funds and grants. The Virginia Department of Emergency Management encourages regional Natural Hazard Mitigation Plans to help jurisdictions address issues regionally. VDEM maintains a statewide Hazard Mitigation Plan. Mr. Baxter shared a timeline of the process for the plan update. He explained the Hazard Identification and Risk Assessment (HIRA) which describes all natural hazards that affect the Planning District and provide an analysis on location, extent, severity, and probability of occurrence. It gives general descriptions of events and data on events such as frequency, duration, severity and financial impact. The hazards are presented in order of the relative risk they pose to the region and are rated based on a risk matrix developed by Kaiser Permanente. Mr. Baxter also shared the Hazard Vulnerability Assessment which provides an overview and analysis of vulnerability in the Thomas Jefferson Planning District using factors including the HIRA, projected population growth and settlement patterns and the location of existing people and infrastructure. It utilizes planning tools including FEMA's HAZUS models for Hurricanes, earthquakes and flood and the Wildfire Risk Assessment for wildfires and presents information on expected monetary losses. Once the plan is finalized, it will be shared with the localities during a meeting for public comment. It will then be submitted to VDEM and FEMA for approval and then come back to the localities for formal adoption.

Mr. Bowman asked if this plan will interface with FEMA's Community Resilience Program. Mr. Baxter was not sure, but said he would look into it. Mr. Bowman said that this is a great base document. The Board thanked Mr. Baxter for his presentation.

RE: REGIONAL TRANSIT VISION PLAN UPDATE

Ms. Lucinda Shannon of the Thomas Jefferson Planning District Commission was present to share an update on the Regional Transit Vision Plan. She said that this plan is a collaborative effort to evaluate and establish a clear long-term vision for transit service in the region led by the TJPDC and funded in part by the Department of Rail and Public Transportation and the local jurisdictions that started in the summer of 2021. The consultants looked at the existing systems and the transit market potential for the entire region and assessed where transit should be. They also solicited comments from community members and stakeholders. The Transit Vision Study will conclude this summer, just as the Transit Governance Study commences. The focus of the Transit Vision Study is potential improvements to the regional transit system while the focus of the Transit Governance Study is how to pay for the service improvements recommended in the vision study; a mechanism that can collect and disperse additional dedicated revenue for transit. Ms. Shannon shared the proposed vision statement, goals and objectives of the plan. She also shared concepts of transit expansion possibilities. Finally, she shared a timeline of events to bring the plan to its completed state.

The Board discussed different ideas regarding transit services. Mr. Bowman asked how many years this plan covered. Ms. Shannon said this is a 40-year plan. The Board thanked Ms. Shannon for her presentation and said that they look forward to hearing future plans.

RE: ASSESSMENT PROCESS AND MAINTENANCE OF LOCAL REAL PROPERTY VALUATION DATA

Mr. Fred Pearson of Pearson's Appraisal Service was present to explain the assessment process to the Board. He said that he performed the last reassessment for Greene County in 2020 to take effect in 2021. He said that most places had a very large increase of approximately 15%. Mr. Pearson said that we should be working on a reassessment now to take effect in January, 2023. He explained that he could not offer a full assessment where his staff would visit every property in time for January, 2023, but that he could offer a tabletop assessment where he would use a market study to come to new property values. He recommended starting in 2023 for a full reassessment to take effect in January, 2025.

Mr. Lamb questioned reassessment with inflation and pending recession. Mr. Pearson said that, in his opinion, private property values are stabilizing. He does not feel that we will see the big increases that we saw during the last reassessment. Mr. Bowman asked Mr. Pearson for his opinion on how frequently localities should reassess. Mr. Pearson said that it's been more than ten years since Greene has had a full reassessment. He said that he feels that is the longest you should go without one. Mr. Pearson said that he feels assessments should be done every two years in order to stay away from large increases. Mr. Herring explained how the Board uses the reassessed values with the current tax rate to come up with the equalized tax rate during the budget process. He said that he feels this process could be used during the budget every year.

Mr. Taylor summarized Mr. Pearson's statements and asked the Board if they wished to continue on a two-year cycle. The Board discussed this matter at length. Ms. Heflin asked the Board to consider putting any reassessment off for just one year because of the increase in personal property tax. Mr. Herring explained that personal property and real estate taxes are different. He again tried to explain the process of using an equalized tax rate and how that would keep residents from having a large increase on their real estate tax bills. He suggested that the Board do the same with personal property taxes. Ms. Durrer said that she feels we must stay on the 2-year reassessment schedule so that residents would not see huge jumps in their property values.

The Board agreed to have this item placed on the Consent agenda during the next meeting for a final decision.

RE: FINANCE QUARTERLY REPORT

Ms. Morris was present to share the second quarter financial report ending December 31, 2021 with the Board. The report compares the year-to-date revenues and expenditures for fiscal year 2022 to the current budget. The report also provides the previous fiscal year revenues and expenditures.

The Contingency line item has a balance of $248,464.35. Supplemental Appropriations have been approved in the amount of $1,376,913.44. This includes amounts for grants, donations, and carryover programs.

The Cash balance per the Treasurer's report to the Board as of December 31, 2021 is $18,419,169.94. Tax collections are twice a year in December 2021 and June 2022. Real property tax has an increase of $419,853.71 from FY '21 to FY '22. Personal property tax has an increase of $376,541.65 from FY '21 to FY '22. Local Sales & Use Tax has an increase of $103,047.04, Hotel and Motel Room Tax has an increase of $6,543.78, Restaurant Food tax has an increase of $133,562.67, and Permits and Other Licenses has an increase of $65,447.78 over the revenue collected last fiscal year.

There was a decrease in Personal Property taxes in FY 21 and a decrease in Permits and Other Licenses in FY 21. Real Property taxes, Local Sales and Use taxes, Hotel and Motel Room taxes, and Restaurant and Food taxes have increased each fiscal year.

The total spent to date for all funds is $39,792,454.15 with a percentage breakdown as follows: General Fund-47%, Social Services-2%, CSA-2%, Solid Waste-3%, Schools-45% and Capital Projects-1%.

The year-to-date expenditures for the General Fund Categories are as follows: General Gov't Administration-8%, Judicial Administration-2%, Public Safety-31%, Public Works-3%, Health & Welfare-1%, Education – PVCC, less than 1%, Parks & Recreation-2%, Community Development-3% and non-Departmental-50%.

The target percentage for this quarter is 50% spent of the year-to-date budget. General Fund expenditures are being spent at 44.57% of budget. There is one category trending above the second quarter appropriation and that is Public Safety which includes the quarterly payments for the Regional Jail per our commitment and the payment to the Volunteer Fire Company for the truck replacement program.

The Board thanked Ms. Morris for her quarterly report.

RE: BOARD LIAISON REPORTS

Mr. Herring said that the Thomas Jefferson Planning District Commission met on June 2 and they discussed the VATI broadband grant contracts. The Emergency Services Advisory Board will meet next Tuesday night.

Mr. Lamb said that he attended the Culpeper Soil and Water meeting last Tuesday. He said that they've been able to fund a lot of new programs and he hopes that some Greene County residents apply.

Ms. Heflin said that the Stanardsville Town Council met last night. Their budget was approved and appropriated. They're also going to be getting new banners for the lights, including the new ones that are going up. The designs will be a mix of art by the Art Guild and they will alternate down the street. One of them will be an advertisement for the farmer's market.

Mr. Bowman said that he attended the School Board meeting on the 8th and Dr. Whitmarsh shared the Impact 2027 strategic plan for the school district. He thought it was very well done. It can be viewed on the school website. It lays out the strategic plan for the school district for the next five years. The second item they discussed was about safety in the schools and all the things that had been done and the many things that are going to be done. Safety is one of their primary concerns, given what's happened in the recent past. There will be no July School Board meeting. The next meeting will be on August 10. Mr. Bowman said that he also attended the JAUNT meeting on June 6th. They received more money from the federal government. The next meeting is on July 13th. They are now at what they consider to be pretty close to full time operators at 68, with one new one in Greene County, so we should be fully staffed at this point in time. They've had a very difficult time finding bus drivers, as most other transportation entities have. The Planning Commission meeting is tomorrow at six o'clock.

RE: COUNTY ADMINISTRATOR REPORT

Mr. Taylor shared a picture of the brick work that is being done at the Courthouse. He said that we have received input from the Greene County Historical Society and, after speaking with the Field Operations Manager from Titan, the company hired to do the work on our historical Courthouse, they feel it is a good idea to proceed with the project. Mr. Taylor asked for the Board's approval to move forward with the project.

Upon motion by Steve Bowman, second by Davis Lamb and unanimous roll call vote, the Board gave approval to proceed with the brickwork at the historic Courthouse.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

Mr. Taylor shared that Shawn Leake is now certified as an Erosion and Sediment Control and Stormwater Program Administrator. He also shared that we have hired Mike Taylor as our new Maintenance Worker. He shared that staff is working on hiring the other positions that the Board approved during the budget process and that they will all start their employment after July 1, 2022.

Mr. Taylor shared the news of the 4th of July celebrations in the County.

Mr. Taylor shared that, during this meeting, he has gotten confirmation that both the Orange Board of Supervisors and the Madison Board of Supervisors have also adopted the same concurrent resolution that our Board passed just after closed session. So, all three counties are in agreement to the withdrawal and transition agreement as of today's date that was negotiated between Orange, Madison and Greene. We expect this item to be on the RSA agenda for their meeting on Thursday. Mr. Taylor said the he will be due at a negotiation session at the court in

Charlottesville tomorrow morning and he thinks that, with the actions by the counties this evening, that should be a relatively straightforward discussion.

Mr. Taylor said that the next Board agenda will have the Glamping application on it and the budget process discussion. He suggested that the Board start at 4:30 with the Budget Process discussion. The Board agreed.

RE: OTHER ITEMS FROM THE BOARD

Mr. Bowman shared that he is very impressed with the budget presentation by Accomack County and said that we should use it as a template for our own. He also asked that an update on ways the County can help Habitat for Humanity be scheduled.

Ms. Heflin asked about the job opening for a Building Official. Mr. Taylor explained that this position is going to be coming open as our current Building Official is retiring. Ms. Heflin also questioned why the information from the first Glamping application was no longer on our website. Mr. Taylor said it should be there and he would look into it. She also asked when the Comprehensive Plan will come before the Board for review. Mr. Frydl said, worst case, by January of 2023. Ms. Heflin asked about adding an agenda item called Old Business so that the Board can keep track of ongoing projects and issues. Ms. Heflin asked about the $30 facility fee now that the withdrawal and transition agreement has been adopted. Mr. Taylor suggested that we wait until RSA holds their meeting before discussing this topic. She also said that a citizen had inquired about a $30 discount the Comcast gives to senior citizens. She said that she understands from this citizen that Greene County would need to approve this discount. Ms. Heflin and the Board discussed an Airbnb that is being operated in Dogwood Valley. Mr. Frydl explained the situation to Ms. Heflin and said that he would be happy to explain it to her concerned constituent. Lastly, she asked if it was true that the Board helped the glamping applicant find a suitable parcel for their project. Mr. Herring said that that Board does not look for parcels for businesses, so no, that's not true.

Mr. Herring said that once the election takes place in November and we have a new Commissioner of Revenue, the Board should hold a workshop with that person to review the processes of things such as business license tax, personal property tax and TOT. Ms. Durrer added that she has had several people call her about the business license tax process and she has contacted Kim Tate about how that will look in the future. She said that the Board should review the ordinances in place and update them, if needed.

RE: ADJOURN

Upon motion by Dale Herring, second by Steve Bowman and unanimous roll call vote, the Board meeting was adjourned.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

Marie Durrer, Chair
Greene County Board of Supervisors

Mark B. Taylor, Clerk
Greene County Board of Supervisors

CONCURRENT RESOLUTION OF THE BOARDS OF SUPERVISORS OF ORANGE COUNTY, MADISON COUNTY, AND GREENE COUNTY, VIRGNIA, APPROVING THE WITHDRAWAL AND TRANSITION AGREEMENT FOR GREENE COUNTY WITHDRAWAL FROM THE RAPIDAN SERVICE AUTHORITY

WHEREAS, Orange County ("Orange"), Madison County ("Madison"), and Greene County ("Greene"), Virginia (collectively, "the Counties"), are the participating localities of the Rapidan Service Authority (the "RSA"), and

WHEREAS, on April 5, 2021, the Board of Supervisors of Greene signified its desire to withdraw from the RSA, by adopting a resolution under Virginia Code § 15.2-5112(B); and

WHEREAS, in its April 5, 2021 resolution, the Board of Supervisors of Greene also called for unanimous consent to the withdrawal by Orange and Madison under § 15.2-5112(A); and

WHEREAS, on April 13, 2021, the Board of Supervisors of Madison adopted a resolution unanimously consenting to the withdrawal of Greene on the condition that Greene provide evidence that the bond holders of Greene and the RSA consent to the withdrawal, and that the withdrawal follow the approvals and protocols set forth in § 15.2-5112; and

WHEREAS, also on April 13, 2021, the Board of Supervisors of Orange adopted a resolution unanimously consenting to the withdrawal of Greene from the RSA pursuant to § 15.2-5112 and supporting the initiation of the process for the proper separation of Greene from the RSA, subject to Orange and Madison entering into an agreement to configure the RSA board with an Orange majority after Greene's departure; and

WHEREAS, on May 25, 2021, Madison and Orange entered into a Memorandum of Agreement agreeing that prior to Greene's withdrawal from participation in the RSA, the Boards of Supervisors of Greene, Madison, and Orange will adopt a concurrent resolution to amend the Articles so that, effective upon Greene's withdrawal, the RSA's governing board shall consist of five representatives, three of whom shall be appointed by Orange, and two of whom shall be appointed by Madison; and

WHEREAS, the Orange, Madison and Greene Boards of Supervisors adopted Resolutions dated May 10, 2022 addressing the terms for Greene's withdrawal from the RSA and directing the preparation of the Withdrawal and Transition Agreement.

WHEREAS, the RSA Board adopted a Resolution dated May 19, 2022 addressing the terms for Greene's withdrawal from the RSA.

WHEREAS, the attached Withdrawal and Transition Agreement has been prepared.

WHEREAS, the Orange, Madison, and Greene Boards of Supervisors find the attached Withdrawal and Transition Agreement to be acceptable for the resolution of the pending dispute and completion of Greene's withdrawal from the RSA.

WHEREAS, the Orange, Madison and Greene Boards of Supervisors call upon the RSA Board of Members to adopt its own resolution approving the Withdrawal and Transition Agreement on or before June 16, 2022.

NOW, THEREFORE, BE IT RESOLVED that by concurrent resolution of their respective Boards of Supervisors, each of the Counties does hereby approve the attached Withdrawal and Transition Agreement, and calls upon the RSA Board of Members to adopt its own resolution approving the Withdrawal and Transition Agreement on or before June 16, 2022.

IN WITNESS THEREOF, the Boards of Supervisors of Orange, Madison, and Greene have adopted this concurrent resolution approving the Withdrawal and Transition Agreement and calling upon the RSA Board of Members to adopt its own resolution approving the Withdrawal and Transition Agreement on or before June 16, 2022.

CONCURRENT RESOLUTION APPROVING THE WITHDRAWAL AND TRANSITION AGREEMENT FOR GREENE COUNTY WITHDRAWAL FROM THE RAPIDAN SERVICE AUTHORITY

ORANGE COUNTY, VIRGINIA

By:______________________________
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest:__________________

MADISON COUNTY, VIRGINIA

By:______________________________
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest:__________________

GREENE COUNTY, VIRGINIA

By: Marie C. Durrer
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: Mark B. Taylor

WITHDRAWAL AND TRANSITION AGREEMENT

This Withdrawal and Transition Agreement, dated as of June __, 2022 (this "**Agreement**"), is entered into by and among GREENE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("**Greene**"), ORANGE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("**Orange**"), MADISON COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("**Madison**"), and the RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia ("**RSA**"). Greene, Orange, Madison and the RSA may be referred to collectively as the "**Parties**" and individually a "**Party**".

RECITALS

1. The RSA is an authority established and operating under the Virginia Water and Waste Authorities Act, § 15.2-5100 et seq. (the "**Act**"). Greene, Orange and Madison Counties are participating localities of the RSA pursuant to § 15.2-5102 and by concurrent resolutions adopted in June, 1969;

2. Greene and RSA entered into the Rapidan Wastewater System Service Agreement, dated August 10, 2004 (the "**2004 Sewer Agreement**") which provides for the funding, design, construction and operation of sewer systems improvements serving RSA customers in Greene;

3. As part of the 2004 Sewer Agreement, Greene, the RSA, and the Virginia Resources Authority (the "**VRA**"), entered into an Assumption Agreement, dated July 1, 2004 (the "**2004 Assumption Agreement**") by which Greene assumed $2,080,000 in outstanding RSA water and sewer debt;

4. Greene and the RSA entered into the Ruckersville Water System Ownership and Management Agreement, dated October 25, 2005 (the "**2005 Water Agreement**") to address water system improvements;

5. As part of the 2005 Water Agreement, Greene, the RSA, and the VRA, entered into an Assumption Agreement dated December 1, 2005 (the "**2005 Assumption Agreement**") by which Greene assumed $4,886,932 in outstanding RSA water and sewer debt;

6. On September 19, 2007, Greene and the RSA entered into the First Amendment to the 2004 Sewer Agreement (the "**First Amendment/Sewer**") which allowed the use of the Sewer Enterprise Fund (as defined in the 2004 Sewer Agreement) to pay additional costs related to water and sewer systems improvements;

7. On September 19, 2007, Greene and the RSA entered into the First Amendment to the 2005 Water Agreement (the "**First Amendment/Water**") which allowed the use of the Water Enterprise Fund (as defined in the 2005 Water Agreement) to pay additional costs;

8. On December 9, 2014, Greene and the RSA entered into the Second Amendment to the 2004 Sewer Agreement ("**Second Amendment/Sewer**"), and the Second Amendment to the 2005 Water Agreement ("**Second Amendment/Water**"), which amendments provided for and established the water and sewer systems facility fees; for the RSA to share the facility fee revenue with Greene and for Greene to use the facility fees to pay water and sewer facility costs;

9. Greene has undertaken ongoing financial and engineering studies, design and permitting work with respect to the new water treatment plant and White Run Reservoir projects; and Greene has borrowed funds to pay the cost of developing the new water treatment plant and the White Run Reservoir projects;

10. On July 16, 2020, the RSA ended the sharing of the availability fee and terminated the facility fee;

11. On July 28, 2020, the Board of Supervisors of Greene adopted a Resolution calling for the Board of Supervisors of Orange and Madison to consent to Greene's withdrawal from the RSA pursuant to Va. Code § 15.2-5112;

12. On September 14, 2020, Greene filed in Greene County Circuit Court an action styled Greene County Board of Supervisors v. Rapidan Service Authority et al., Case No. CL 20000689-00 (Action No. CL 20-689);

13. On January 18, 2021, Greene filed an Amended Complaint in Action No. CL 20-689;

14. On April 5, 2021, the Greene Board of Supervisors adopted its Second Resolution calling for the Board of Supervisors of Orange and Madison to consent to Greene's withdrawal from the RSA pursuant to Va. Code § 15.2-5112;

15. On April 13, 2021, the Orange Board of Supervisors adopted a Resolution consenting to Greene's withdrawal from the RSA pursuant to Va. Code § 15.2-5112;

16. On April 13, 2021, the Madison Board of Supervisors adopted a Resolution consenting to Greene's withdrawal from the RSA pursuant to Va. Code § 15.2-5112;

17. On May 25, 2021, Orange and Madison entered into a Memorandum of Agreement/Withdrawal of Greene County, Virginia from Rapidan Service Authority. This

Memorandum of Agreement providing for the governance and operation of the RSA after Greene's withdrawal.

18. On January 4, 2022, the RSA filed its Counterclaim in Action No. CL20-689. On April 25, 2022, the Circuit Court of Greene County stated it would enter an Order dismissing the RSA's Counterclaim but allowing the RSA to file an Amended Counterclaim as to two counts.

19. The Parties now wish to resolve the disputes among them, including any and all claims asserted in litigation or otherwise, and any and all unasserted claims relating to Greene's, Orange's, or Madison's participation as participating localities in the RSA and any and all claims related to Greene's withdrawal from the RSA, and provide for Greene's withdrawal from the RSA;

20. Greene will seek the approval of the VRA for Greene's withdrawal from the RSA, as the holder of the outstanding bonds of the RSA, pursuant to Va. Code § 15.2-5112(A).

21. The Parties have complied or will comply with the requirements of Va. Code § 15.2-5112, including:

a. The adoption of a resolution by the RSA Board consenting to Greene's withdrawal pursuant to Va. Code § 15.2-5112 (D).

b. The advertisement of the ordinance, resolution, or agreement providing for Greene's withdrawal and holding public hearings by the Boards of Supervisors of Greene, Orange and Madison pursuant to Va. Code § 15.2-5112 (D).

c. The filing of an application to withdraw by Greene with the State Corporation Commission ("SCC") pursuant to Va. Code § 15.2-5112 (D).

22. The Parties desire to state in this Agreement the terms and conditions by which Greene will withdraw from the RSA, including but not limited to the transfer of facilities and equipment from the RSA to Greene and the transition of water and sewer services for the residents of Greene.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties hereby agree as follows:

ARTICLE I
WITHDRAWAL

Section 1.01 Withdrawal by Greene; Continuation of RSA. Greene shall withdraw as a participating locality, or "member," of the RSA pursuant to Va. Code § 15.2-5112.[1] Greene's withdrawal will not terminate the RSA. The RSA shall continue after Greene's withdrawal. Madison and Orange will remain as participating localities of the RSA.

Section 1.02 The Withdrawal Process. The process for Greene's withdrawal as a participating locality of the RSA shall be accomplished by the following actions:

(a) **RSA Resolution.** Within fifteen (15) days after the full execution of this Agreement, the RSA Board shall consider and adopt a resolution consenting to the withdrawal by Greene, pursuant to Va. Code § 15.2-5112 (D).

(b) **Public Hearings of Participating Localities.** Within forty-five (45) days after the RSA approval of the withdrawal, the Boards of Supervisors of Greene, Madison and Orange shall advertise the RSA resolution and hold public hearings in accordance with Va. Code § 15.2-5104, pursuant to Va. Code § 15.2-5112 (D).

(c) **VRA Final Approval**. Within fifteen (15) days after the execution of this Agreement, Greene shall submit a request to the VRA for final approval of Greene's withdrawal from the RSA. Within five (5) days after VRA's full approval of Greene's withdrawal from the RSA, Greene will provide the RSA, Orange, and Madison with written confirmation from the VRA of its approval of the withdrawal.

(d) **SCC Approval**. Within fifteen (15) days after the VRA's final approval of the withdrawal, Greene will prepare the application for withdrawal to the SCC pursuant to Virginia Code § 15.2-5112 (D). Greene will provide a copy of the application for withdrawal to the RSA, Orange and Madison prior to the filing with the SCC. The RSA, Orange and Madison shall have fifteen (15) days after receipt to review and provide any comments to Greene concerning the draft application for withdrawal. Greene will submit the application for withdrawal to the SCC. The Parties will reasonably cooperate with any requests of Greene or the SCC in furtherance of the SCC's approval of the withdrawal.

(e) If the VRA or the SCC fails to approve Greene's request for withdrawal within one hundred and twenty (120) days after submission to the respective entity, any Party may terminate this Agreement as to all Parties.

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[1] The Parties acknowledge that Greene, Madison, and Orange are, as set forth in Virginia Code §§ 15.2-5103, -5104, -5105, -5107, -5113, and -5122, "participating localities" of the RSA, but that §§ 15.2-5112 refers to "members."

Section 1.03 Effective Dates of Withdrawal. Greene's withdrawal from the RSA shall be effective upon the SCC's issuance of a certificate of withdrawal, pursuant to Va. Code § 15.2-5112 (E) (the **"Effective Date"**); however, this Agreement will remain in full force and effect, and the Parties shall cooperate with each other and comply with any and all remaining terms of this Agreement.

Section 1.04 Conveyance. Upon the Asset Transfer Date (as defined below) Greene will own the water and sewer systems to be conveyed from the RSA to Greene under this Agreement, and Greene may operate and maintain the water and sewer facilities as it sees fit in compliance with law and all other applicable regulations.

ARTICLE II
TRANSFER OF REAL ESTATE AND OTHER ASSETS; ASSUMPTION OF LIABILITIES

Section 2.01 Transfer of Real Estate and Other Assets. After final approval by the VRA, approval by the SCC, procurement by Greene of all necessary permits, and compliance by Greene with all requirements of the Virginia Resources Authority, the Virginia State Corporation Commission, the Virginia Department of Environmental Quality, and the Virginia Department of Health, the RSA shall quitclaim to Greene any and all of the RSA's right, title and interest to, and Greene shall accept, subject to all liabilities set forth in this Agreement, all RSA real estate, including easements (including any prescriptive easements, which the Parties understand and agree run with the real estate), facilities and equipment physically located in Greene County and identified on **Exhibit A** attached hereto (collectively, the "**Assets**"), to permit Greene to operate the water and sewer facilities. Each of the Assets will transfer "as is, where is," with all faults and, unless expressly set forth in a deed or other instrument of conveyance, with no warranty or representation as to fitness for a particular purpose or otherwise. The Parties shall cooperate in best efforts to complete the transfer of the Assets to Greene by June 30, 2022, or as soon thereafter as is possible (the "Asset Transfer Date").

(a) The Parties acknowledge that certain equipment and other assets located at the RSA administration building and grounds on Route 33 are used by the RSA for general administrative, maintenance, and other purposes. The RSA will retain the ownership and use of this equipment and other assets not identified on Exhibit A.

(b) During the Transition Period (as defined below), the RSA will cooperate with Greene to help maintain the existing level of customer service.

(c) At least fourteen (14) days prior to the Asset Transfer Date, the RSA will direct its engineer to walk through the facilities being transferred with Greene's engineer, who may inspect the Assets and prepare a report as he and Greene see fit; however, any such inspection or report will in no way be deemed to create a right, warranty, duty, or other obligation not expressly set forth in this Agreement.

(d) After the Asset Transfer Date, Greene shall lease the administration building and grounds on Route 33 to RSA through December 31, 2023, for rent of $1.00. During the lease period, the RSA will have exclusive possession of the building and grounds, but shall remove all RSA-identifying signage from the Route 33 property. The RSA shall leave the brick sign structure in place and undamaged. During the lease period, RSA shall be solely responsible for all costs of operating the office facility, including but not limited to utilities, maintenance and janitorial costs. The property shall be subject to inspection by Greene upon reasonable written notice to the RSA during the lease period, RSA shall vacate the property to Greene in substantially the same condition it was found in at the time of transfer from RSA to Greene, normal wear and tear, and acts of God, for which Greene and the RSA will maintain adequate insurance coverage (which will be no less than the amount of coverage on the building and grounds when owned by RSA), excepted.

Section 2.02 Form of Conveyance. The RSA will deliver bills of sale, deeds, including its interest in any easements, necessary to quitclaim the Assets to Greene. All deeds and corresponding legal descriptions to convey any real estate shall be mutually agreeable to the Parties and drafted prior to the Asset Transfer Date. Each Party shall pay all of its own costs in connection with the transfer of the Assets. Greene shall prepare the bills of sale, deeds, including any direct easements from the RSA, and other conveyance documents.

(a) The form of the Deed to be used to transfer real property is attached as **Exhibit B**.

(b) The form of the instrument to transfer easement rights is attached as **Exhibit C**.

(c) The form of the Bill of Sale to transfer personal property is attached as **Exhibit D**.

(d) The form of Assignment of Contracts is attached as **Exhibit E**.

Section 2.03 Permits. The permits identified on **Exhibit A** will, to the extent they are assignable or otherwise transferrable, be reassigned or transferred to Greene. The Parties will reasonably cooperate with requests from the Virginia Department of Health and Virginia Department of Environmental Quality to facilitate the transfer of permits. If any permits, Assets, or any other items that the Parties agree may be assigned or otherwise transferred under this Agreement are precluded from assignment or other transfer by prior agreement between any Party and a third party, by law or other regulation, or by any other means, the contemplated assignment or other transfer will not occur, and Greene will procure any such permits or other items it requires or desires directly from the issuing body or other parties, and neither the RSA, Orange, nor Madison will have any liability for the inability to assign or transfer any such items.

Section 2.04 Assumption of Liabilities and Debt.

(a) Greene will continue to be responsible for any and all debt and other liabilities that Greene has issued or assumed that relate to the Assets. Such debt and other liabilities shall include without limitation those arising under the 2004 Assumption Agreement, as amended, and the 2005 Assumption Agreement, as amended.

(b) Except as set forth in any other provision of this Agreement, Greene shall not assume, pay or in any way be liable or responsible for any liabilities of RSA that are not expressly based on or otherwise related to the Assets (collectively, the "Excluded Liabilities"). After the Effective Date, RSA shall remain liable for all Excluded Liabilities.

ARTICLE III
TRANSITION OF OPERATIONS AND MAINTENANCE

Section 3.01 Transition Period. From and after the date of this Agreement until the Asset Transfer Date (the "Transition Period"), except as otherwise consented to in writing by the Parties, RSA covenants that it shall:

(a) conduct its operations according to the ordinary and usual course of business consistent with past custom and practice (including the collection of accounts receivable, the payment of accounts payable, and the maintenance of supplies);

(b) maintain the Assets in good repair, order, and condition, reasonable wear and tear excepted;

(c) use commercially reasonable efforts to keep in full force and effect, without amendment, all material rights relating to the Assets;

(d) cause all consumables (chemicals, paper goods, ink, and other plant, laboratory, and/or office supplies) to be stocked consistent with past custom and practice;

(e) permit representatives of Greene to have reasonable access to the Assets and related books and records.

(f) During the Transition Period the RSA shall not incur any debt that is secured by or relates to any of the Assets.

Section 3.02 Access to and Exclusion of Assets. Upon the full execution of this Agreement, the RSA shall provide Greene with access to all maintenance and property records, environmental compliance, title, survey, and study materials in the possession of RSA and related to the water and sewer facility Assets located in Greene. Prior to the Asset Transfer

Date, Greene may, upon reasonable notice to the RSA, access all facility Assets to conduct testing, perform title examinations and surveys, and conduct such other investigations as Greene may reasonably desire from time-to-time. Greene agrees to conduct its investigations and inspections in a manner that does not disrupt RSA's operations. All inspections, evaluations, and surveys of RSA facilities will be at Greene's sole cost and expense. Greene will have the sole discretion to determine, as a result of its inspections, evaluations, and surveys, if any Assets will be excluded from the conveyance to Greene and may be retained by the RSA, in which case Greene shall have no future claims for or related to those excluded Assets; it is distinctly understood and agreed by the Parties that the result of any inspection, evaluation, or survey by Greene will in no other way affect the Assets to be conveyed, and will not increase the monetary payment to be made by the RSA under this Agreement, and that any inspection, evaluation, or survey conducted by or on behalf of Greene will not constitute "due diligence" that could permit Greene to terminate this Agreement prior to the Asset Transfer Date.

Section 3.03 Further Assurances. During the Transition Period and after the Effective Date, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions in good faith as may be reasonably required to carry out the provisions hereof and give effect to the transactions described in this Agreement and the documents to be delivered hereunder.

Section 3.04 Staff. Greene, or its contractor, will have the right to offer employment to any RSA employees that performed services related to RSA facility Assets located in Greene prior to the Asset Transfer Date. Greene will have the sole discretion to determine the terms of employment for such an employee. Upon termination of any employee by the RSA or upon employment of any employee by Greene, neither of those Parties shall assume any liabilities with respect to such employee or employee benefit plan of the other Party or any claim thereof or related thereto, and each Party shall remain solely responsible for any and all liability in respect of its employees, employee plans, and all other employment matters.

Section 3.05 Access to Facilities During Transition Period. During the Transition Period, Greene and its designated representatives shall have, upon reasonable notice, access to RSA facility and equipment Assets located in Greene County. Such access shall be for the purposes of preparing to transition operations and maintenance to Greene and planning and training activities related to the transition of operations and maintenance to Greene.

Section 3.06 Cooperation During Transition Period. Greene and the RSA shall cooperate during the Transition Period to implement the transition of operations and maintenance to Greene. Greene shall be responsible for any expenses incurred by the RSA in providing services during the Transition Period at Greene's request that are beyond those expenses incurred and services provided in the RSA's ordinary and usual course of business.

Section 3.07 Transition of Operations and Maintenance. Beginning on the Asset Transfer Date, Greene shall be solely responsible for the operation and maintenance of the facility Assets and the related administrative functions.

Section 3.08 Cooperation After Effective Date. Greene and the RSA shall cooperate in the transition of operations and maintenance to Greene to implement the transition with minimum disruption to customers and to facilitate the transition. For a period of one hundred and twenty (120) days after the Effective Date, the RSA shall cooperate with Greene on a reasonable basis to address transition issues in order to minimize any inconvenience to customers and to avoid any disruption of service, and this Agreement will otherwise remain in full force and effect, and the RSA and Greene will cooperate with each other to comply with any and all remaining terms of this Agreement. Greene County shall be responsible for any reasonable expenses incurred by the RSA in providing services after the Effective Date at Greene's request that are beyond those expenses incurred and services provided in the RSA's ordinary and usual course of business.

Section 3.09 Billing and Reconciliation. After the Asset Transfer Date, Greene shall be responsible for customer billing and collections for customers located in Greene. If Greene receives payments from customers for services provided prior to the Asset Transfer Date, Greene shall transfer such payments to the RSA on a quarterly basis. If RSA receives payments from customers for services provided after Asset Transfer Date, it shall transfer such payments to Greene on a quarterly basis.

(a) RSA and Greene County staff, including Information Technology and finance staff, shall cooperate to ensure that all technology, finance, and billing assets are transferred efficiently and appropriately to ensure continuity of services to customers and continuity of operations.

Section 3.10 Future Acts. In addition to the acts recited in this Agreement, the Parties agree to perform or cause to be performed, on or after the Effective Date, any and all such further acts as may be reasonably necessary to consummate the transactions contemplated in this Agreement.

Section 3.11 Liberty Fabrics Lace Factory. The owner of the former Liberty Fabrics Lace Factory property (the "Liberty Fabrics Property"), located in Madison County, is the only RSA customer outside of Greene that is served by water facilities located in Greene. This factory has been closed for several years; the facility is currently used for storage and no water line extends from the Madison water plant to this property. The current condition of the water main and any other lines to the Liberty Fabrics Property is unknown. Greene shall have no obligation to replace or upgrade the water main and any other lines or related facilities serving the Liberty Fabrics Property. Greene shall make water service available to the Liberty Fabrics Property, and cost of service/usage shall be based on Greene's established rate structure. Greene shall have no obligation to provide water to any other property outside of Greene nor to allow additional lines or connections to the water line serving the Liberty Fabrics Property, or unless Parties enter into a subsequent agreement for the provision of additional service. Greene shall be responsible for water quality and maintaining of the water main and any other lines to include maintenance, repairs, servicing and flushing of fire hydrants that are part of the water main that serves the Liberty Fabrics Property.

ARTICLE IV
REPRESENTATIONS OF THE PARTIES

Section 4.01 Representations. In addition to any express agreements contained herein, each Party represents and warrants to other Parties as follows:

(a) It has the legal right, power and authority to enter into this Agreement and other instruments required herein and to consummate the transactions contemplated hereby.

(b) It has received no written notice from any governmental agency of any violation relating to the Assets.

Section 4.02 Additional Representations. As of the date of this Agreement and as of the Asset Transfer Date, the RSA represents and warrants to the other Parties as follows:

(a) The RSA is the owner of fee simple title to the Assets it will be conveying and has the legal right, power and authority to enter into the conveyance instruments required herein and to consummate the transactions contemplated hereby.

(b) The water and sewer services and facilities have been conducted and operated in compliance with all applicable laws.

(c) To the actual knowledge of the RSA, no hazardous materials have been released from or deposited on or otherwise affect the Assets, nor have any Assets been used at any time by any person as a disposal site, other than in the ordinary and usual course of operations of a water and waste authority.

(d) The RSA has not issued any debt that is secured by the Assets.

ARTICLE V
PAYMENTS

Section 5.01 Payments by RSA to Greene. On the Asset Transfer Date, as defined in Section 1.03, RSA shall make the following payment to an account designated by Greene:

(a) $1,350,000. This payment and other transfers under this Agreement shall be in satisfaction of Greene's claims as asserted in the Amended Complaint in Action No. CL 20-689 and in satisfaction of any and all other claims by Greene, whether asserted in any other litigation or otherwise, whether unasserted, and whether they could be asserted in any litigation, administrative proceeding, or in any other manner, against the RSA, Orange, or Madison relating to Greene's, Orange's, or Madison's participation as participating localities in the RSA and any and all claims related to Greene's withdrawal from the RSA, except as provided for in this Agreement.

ARTICLE VI
TERMINATION OF EXISTING AGREEMENTS; MUTUAL RELEASES

Section 6.01 Termination of Agreements. As of the Effective Date, all existing agreements between Greene and the RSA shall terminate, including but not limited to the 2004 Sewer Agreement, as amended and the 2005 Water Agreement, as amended, and the agreement for the RSA operation of the Rapidan Wastewater System.

Section 6.02 Release by Greene County Board of Supervisors and Greene County, Virginia. For and in consideration of the promises made in this Agreement, the Greene County Board of Supervisors and Greene County, Virginia hereby waive, release and discharge the RSA, Orange, and Madison, and their predecessors, successors, assigns, past and present officers, directors or managers, agents, parents, subsidiaries, affiliates, servants, representatives, employees and attorneys, and each of them, for and from any and all actions, claims, causes of action, demands or liability of whatever nature or kind, whether known or unknown, including actual, consequential and punitive damages, on account of, relating to or arising from, either directly or indirectly, any and all claims, whether asserted or unasserted, including without limitation: the claims asserted in Action No. CL 20-689 and in those actions filed in Greene County Circuit Court styled Greene County Board of Supervisors v. Rapidan Service Authority, Case No. CL 20000738 (Action No. CL 20-738), and Charlottesville Land Development Group, LLC v. Rapidan Service Authority et al., Case No. CL 19-623, from which the RSA has been dismissed with prejudice by the plaintiff; any and all claims related to the 2004 Sewer Agreement and the 2005 Water Agreement, as amended; any and all claims related to Orange, Madison, and Greene's participation as participating localities of the RSA; and any and all claims related to Greene's withdrawal from the RSA.

Section 6.03 Release by RSA, Orange, and Madison. For and in consideration of the promises made in this Agreement, RSA, Orange and Madison hereby waive, release and discharge Greene and the Greene County Board of Supervisors, and their predecessors, successors, assigns, past and present officers, directors or managers, agents, parents, subsidiaries, affiliates, servants, representatives, employees and attorneys, and each of them, for and from any and all, actions, claims, causes of action, demand or liability of whatever nature or kind, whether known or unknown, including actual, consequential and punitive damages, on account of, relating to or arising from, either directly or indirectly, any and all claims, whether asserted or unasserted, including without limitation: the claims and RSA counterclaims asserted in Action No. CL 20-689 or Action No. CL 20-738; the 2004 Sewer Agreement and the 2005 Water Agreement, as amended; Greene's participation as a member county of the RSA; and Greene's withdrawal from the RSA; except as provided for in this Agreement. Without limitation, this release shall specifically include the claims submitted by the RSA to Greene on March 7, 2022 and all claims for sewer system operations deficits.

Section 6.04 Dismissal of Action. Within three (3) days after the Effective Date, each of the Parties shall direct their attorneys to cause Action No. CL20-689 and Action No. CL-738 to be dismissed with prejudice.

ARTICLE VII
DEFAULT; REMEDIES

Section 7.01 Default.

(a) **Default; Remedies**. If any Party defaults under this Agreement at any time, and such default materially adversely affects another Party, and such default continues for more than thirty (30) days following written notice from the non-defaulting Party without the defaulting Party commencing to cure such default within such thirty (30) day period and diligently pursuing the cure to completion, then such shall constitute an Event of Default hereunder, in which case the non-defaulting Party may exercise any and all of its legal and equitable rights and remedies and its rights and remedies under this Agreement.

(b) **Attorney Fees; Cumulative Remedies**. If any Party brings suit or other legal proceedings to enforce the provisions of this Agreement against the other, each party shall bear its own attorneys' fees and litigation costs and expenses incurred by it in connection with such suit or proceeding; provided, however, that the foregoing shall not be deemed a waiver of a Party or its counsel's rights and duties under Virginia Code § 8.01-271.1. All remedies provided to the Parties are cumulative and not restrictive of other remedies, including, without limitation, specific performance.

Section 7.02 Limitation on Liability. The liability of the Parties hereunder shall be limited to actual damages and neither party shall be liable to the other for consequential, special or punitive damages.

ARTICLE VIII
MISCELLANEOUS

Section 8.01 Force Majeure. The obligations of each Party under this Agreement shall be suspended during the period and to the extent that such Party is prevented or hindered from taking such action, due to any of the following causes beyond such party's reasonable control (such causes, "**Force Majeure Events**"): (i) acts of God, (ii) flood, fire or explosion, (iii) war, invasion, riot or other civil unrest, (iv) actions, embargoes or blockades in effect on or after the date of this Agreement, (v) action by any federal governmental authority, (vi) national or regional emergency, or (vii) strikes, labor stoppages or slowdowns or other industrial disturbances; provided, however, that such governmental authority is not that any of the entities that comprise the Parties under this Agreement. The Party suffering a Force Majeure Event shall give notice of suspension as soon as reasonably practicable to the other Parties stating the date and extent of such suspension and the cause thereof, and the Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. No Party shall be liable for the nonperformance or delay in performance of its respective obligations under this Agreement when such failure is due to a Force Majeure Event.

Section 8.02 Notices. All requests, notices and other communications required or permitted to be given under this Agreement shall be in writing and delivered personally or sent by electronic means, by nationally recognized express-type courier service requiring delivery receipts, or postage prepaid by U. S. Mail, return receipt requested, with an electronic copy to their respective counsel, as follows:

If to Greene County:

Attention: County Administrator
40 Celt Road
P. O. Box 358
Stanardsville, Virginia 22973
E-mail: mtaylor@gcva.us

With a copy to habeeb@gentrylocke.com or haley@gentrylocke.com

If to Madison County:

Attention: County Administrator
414 N. Main Street
Madison, Virginia 22727
E-mail: jweakley@madisonco.virginia.gov

With a copy to sgregg@johnstongregg.com

If to Orange County:

Attention: County Administrator
P.O. Box 111
112 West Main Street
Orange, Virginia 22960
E-mail: tvoorhees@orangecountyva.gov

With a copy to scalos@sandsanderson.com

If to Rapidan Service Authority:

Attention: Executive Director
3489 Germanna Hwy.
P. O. Box736
Locust Grove, Virginia 22508
E-mail: tclemons@rapidan.org

With a copy to terry@terrylynnlaw.com

Notices shall also be provided for information purposes to the Virginia Resources Authority:

Attention: Executive Director
Virginia Resources Authority
1111 E. Main Street
Suite 1920
Richmond, Virginia 23219

With a copy to anderson@mcquirewoods.com

Notices shall be deemed received by the addressee on the day of actual receipt unless such day is not a business day (i.e., Monday through Friday, excluding holidays recognized by the Commonwealth of Virginia or the government of the United States), in which case such notice shall be deemed to have been received on the next business day. However, if such notice is received after 5:00 pm on a business day it shall be deemed delivered the next business day. Changes of address or addressees for notice shall comply with this Section.

Section 8.03 Enforcement. Each Party is entitled to enforcement of this Agreement against every other Party. The Parties agree that certain breaches of the Agreement could cause irreparable harm, not remediable by the award of monetary damages. The obligations of any and all Parties may be enforced by injunction or by a suit for specific performance, so long as the Party seeking to enforce such obligations has (i) substantially completed the performance of his, her, or its obligations under this Agreement or (ii) has begun performance of the same such that failure to enforce the obligations of the other Party would work a hardship on the Party seeking enforcement that is not wholly remediable by monetary damages.

Section 8.04 No Waiver. The waiver by any Party of any failure on the part of any other Party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures, whether similar or dissimilar thereto.

Section 8.05 Dispute Resolution. In the event of any dispute between or among the Parties arising out of or in connection with this Agreement, the Parties shall attempt, promptly and in good faith, to resolve any such dispute. If the Parties are unable to resolve such dispute within a reasonable time (not to exceed forty-five (45) days), then any Party shall submit such dispute to mediation. If the Parties cannot agree to who will serve as the mediator, the mediator shall be selected by the McCammon Group of Richmond, Virginia, or the successor entity to the McCammon Group. Each Party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. No party shall initiate litigation without first complying with this mediation requirement.

Section 8.06 Governing Law. This Agreement, and all amendments and modifications hereof, and all documents and instruments executed and delivered pursuant hereto or in connection herewith, shall be governed by and construed and enforced in accordance with the internal laws and codes of the Commonwealth of Virginia, without regard to its principles of conflict of laws.

Section 8.07 Venue. All judicial actions or proceedings brought against a Party with respect to this Agreement shall be brought in a court of competent jurisdiction.

Section 8.08 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.09 Entire Agreement; Amendment. This Agreement supersedes all earlier agreements between the Parties and contains the final and entire agreement between the Parties with respect to the subject matter hereof and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. This Agreement may be supplemented and amended only by written agreement signed by authorized representatives of the Parties, and any proposed supplement or amendment made to the contrary shall be void *ab initio*.

Section 8.10 Severability. In the event that any provision of this Agreement or the documents and instruments contemplated hereby is held by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement to give effect to the intentions of the Parties to the maximum extent practicable. The other terms of this Agreement shall remain in full force and effect.

Section 8.11 No Third-Party Beneficiary. This Agreement is not intended to and shall not confer upon any other person or business entity, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

Section 8.12 Counterparts. The Parties may sign this Agreement in counterparts with the same effect as if all signing Parties signed the same document. All counterparts shall be construed together and constitute one and the same Agreement.

Section 8.13 Attorney's Fees and Costs. Each Party shall bear its own attorney's fees and costs with respect to this Agreement, Greene's withdrawal from the RSA, the CL 20-689 Action, and otherwise, except as expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GREENE COUNTY

By: Marie Durrer
Name: Marie C. Durrer
Title: Chairman, Board of Supervisors

MADISON COUNTY

By: ______________________________
Name:
Title:

ORANGE COUNTY

By: ______________________________
Name:
Title:

RAPIDAN SERVICE AUTHORITY

By: ______________________________
Name:
Title:

Exhibit A

Real Estate and other Assets to be transferred to Greene, as more particularly described on the deed, easement, and bill of sale in the forms attached hereto as Exhibits B, C, and D, respectively

1. Greene Water Treatment Plant.
2. Five water storage tanks: 1,000,000-gallon elevated tank on Preddy Creek Road; 1,000,000-gallon steel ground tank on Amicus Road west of Quinque; 300,000-gallon steel ground tank on Gilbert Road; elevated storage tank diagonally across from administration building; concrete ground tank located in Stanardsville.
3. Water intake facilities and associated transmission lines located within Greene County.
4. All water distribution lines located in Greene County, including that portion of the water line that runs from the Greene Water Treatment Plant ultimately to the Liberty Fabrics Property, but the RSA will not transfer to Greene any other line located in Madison County or in Orange County.
5. All RSA-owned fire hydrants located within Greene County, and the RSA-owned fire hydrants that are located on the water main that serves the Liberty Fabrics Property.
6. Cell tower leases.
7. Wastewater Treatment Plant, Stanardsville, including lagoons, storage pond, and shop, all located within Greene County.
8. Chevrolet S10 pickup truck garaged at the Greene Water Treatment Plant.
9. All wastewater collection lines, pump stations, and force mains located within Greene County.
10. All easements that can be conveyed for water and wastewater lines and facilities located within Greene County, including that portion of the Liberty Fabrics Property line easement, but the RSA will not transfer to Greene any other easement that is located in Madison County or in Orange County.
11. Grinder pumps and any grinder pump repair parts on hand, and Godwin portable pumps purchased for use with sewage pump stations, all within Greene County.
12. All equipment, tools, parts and other apparatus related to water and sewer facilities located within Greene County and designated exclusively for use in Greene County or designated exclusively for use in facilities in Greene County but stored outside of Greene County.

13. Administration building at 11235 Spotswood Trail in Ruckersville, subject to the lease from Greene to the RSA through December 31, 2023.

14. The Virginia Department of Health (VDH) and the Virginia Department of Environmental Quality (VDEQ) permits related to the operation of water and sewer facilities in Greene County, conditioned upon and to the extent those permits can be transferred to Greene.

15. Customer and billing information, records and the software license in a usable electronic format reasonably necessary to continue to serve customers in Greene, conditioned upon and to the extent such license can be transferred to Greene. Greene, at its sole cost, will purchase any necessary software license.

    (a) List of delinquent RSA customers in Greene County.

16. Maintenance, service and similar records reasonably necessary to continue to operate the water and sewer facilities and related equipment Assets.

17. Construction and design records reasonably necessary to continue to operate the water and sewer facilities and related equipment.

18. All assets related to ongoing or planned capital projects located in Greene, including, but not limited to, permits, plans, engineering studies, specifications, documentation, budgets, materials, equipment, supplies, etc., conditioned upon and to the extent such permits, plans, studies, specifications, documentation, and other materials can be transferred to Greene.

    (a) RSA lists three "ongoing" capital projects:

    Pump Station Electrical Upgrades.

    Pump Station Upgrades with New Variable Speed Pumps.

    Upgrade Water Meters.

    All RSA assets relating to these projects (including, but not limited to, permits, plans engineering studies, specifications, documentation, budgets, materials, equipment, supplies, etc.) will be transferred to Greene County to facilitate completion of these projects, conditioned upon and to the extent such assets can be transferred to Greene.

    RSA lists four projects that are in the "planning and design" stage:

    Construct 12" Water Main from Quinque to Stanardsville.

    Construct Storage Tank in Stanardsville.

    Repaint Elevated Storage Tanks.

Retrofit or Replace Water Treatment Plant.

All RSA assets relating to these projects (including, but not limited to, permits, plans engineering studies, sketches, specifications, budgets, etc.) will be transferred to Greene County to facilitate completion of these projects, conditioned upon and to the extent such assets can be transferred to Greene.

(b) RSA lists eleven projects that are "proposed" for facilities in Greene County:

Replace 2000 feet of 4" water main with an 8" water main on Lake Saponi Drive.

Install a 12" water main along Rt. 33 to Ruckersville.

Install a 12" water main to bypass the Rt. 33/29 intersection.

Install 7000 feet of 12" water main loop from Rt. 29 to Rt. 607.

Install 13,000 feet of 12" water main from Rt. 607 to Preddy Creek Subdivision.

Replace the old 8" transmission main with a new 12" transmission main – Ruckersville.

Replace aging cast iron water pipe in Stanardsville.

Replace the 2.25" cast iron water pipe from Stanardsville towards Lydia with 4" water pipe.

Sewer Main Rt. 33 to Nursing Home.

Repair Aging Sewer Mains – Stanardsville.

Upgrade Sewer Force Mains in Greene Mountain Lake.

All RSA assets (including, but not limited to, drafts, sketches, engineering studies, budgets, etc.) relating to these projects will be transferred to Greene County to facilitate completion of these projects, conditioned upon and to the extent such assets can be transferred to Greene.

19. All consumables (chemicals, paper goods, ink, and other plant, laboratory, and/or office supplies) stored in and related to facility Assets located in Greene.

(a) To guard against any disruption of service, all consumables shall be maintained consistent with past custom and practice.

20. All keys, combinations, passcodes etc. needed to access or use facilities located in Greene or equipment transferred pursuant to this Agreement, conditioned upon and to the extent such passcodes etc. can be transferred to Greene, and with the

understanding that any such keys, combinations, passcodes etc. to access or use the administration building and grounds will not transfer until termination of the lease to the RSA.

Exhibit B

Form of Deed

Exhibit C

Form of Easement Conveyance

Exhibit D

Form of Bill of Sale

Exhibit E

Form of Assignment of Contract

RESOLUTION TO ACCEPT AND APPROPRIATE THREE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED SIXTY-FOUR DOLLARS AND THREE CENTS FROM THE FEDERAL GOVERNMENT FOR FEDERAL CARES CORONAVIRUS RELIEF FUNDS

WHEREAS, Congress passed and the President signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; and

WHEREAS, the funds will be used for qualifying expenditures incurred during the period that begins on March 1, 2020; and

WHEREAS, the following funds in the amount of three hundred fifty-seven thousand six hundred sixty-four dollars and three cents ($357,664.03) needs to be accepted and appropriated to the 2021-2022 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 three hundred fifty-seven thousand six hundred sixty-four dollars and three cents ($357,664.03) be appropriated to the 2021-2022 budget of the County of Greene, Virginia.

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 and to do all things necessary to give this resolution effect.

Adopted this 14th day of June 2022.

Motion: Steve Bowman
Second: Dale Herring

Recorded Vote:

Steve Bowman	Yes
Marie C. Durrer	Yes
Abbey Heflin	Yes
Dale R. Herring	Yes
Davis Lamb	Yes

Marie C. Durrer

Marie C. Durrer, Chair
Greene County Board of Supervisors

ATTEST: Mark B. Taylor

Mark B. Taylor, Clerk
Greene County Board of Supervisors

RESOLUTION R-2022-3

RESOLUTION OPPOSING JEFFERSON-MADISON REGIONAL LIBRARY NAME CHANGE

WHEREAS, according to information on Jefferson-Madison Regional Library's website, public libraries in Central Virginia have a rich heritage derived from the private libraries of leading forefathers – Thomas Jefferson, James Madison and James Monroe, who each had extensive personal libraries; and

WHEREAS, in 1919, local philanthropist, Paul Goodloe McIntire, offered the community the gift of a library that included land, design, furnishings, the collection of books and the construction of a building which would be joined later by branch locations; and

WHEREAS, in 1972, following General Assembly formation of regional public library systems, the City and Albemarle County joined with the counties of Greene, Louisa and Nelson to form Jefferson-Madison Regional Library; and

WHEREAS, the Jefferson-Madison Regional Library is reportedly considering a potential change to the library's name in response to concerns from local descendants of enslaved laborers: and

WHEREAS, the Greene County Board of Supervisors are opposed to any proposed name changes of the Jefferson-Madison Regional Library.

NOW, THEREFORE, BE IT RESOLVED, on this 14th day of June, 2022, that the Greene County Board of Supervisors hereby opposes any type of name change to the Jefferson-Madison Regional Library.

Adopted by the Board of Supervisors this 14th day of June 2022.

Motion: Steve Bowman

Second: Dale Herring

Recorded Vote:

Steve Bowman	Yes
Marie Durrer	Yes
Abbey Heflin	Yes
Dale Herring	Yes
Davis Lamb	Yes

Marie Durrer

Marie Durrer, Chairman
Greene County Board of Supervisors

ATTEST:

Mark B Taylor

Mark Taylor, Clerk
Greene County Board of Supervisors

Board of Supervisors
June 14, 2022
Attachment D

Secondary System
Greene County
Construction Program
Estimated Allocations

Fund	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
TeleFee	$61,282	$61,282	$61 282	$61,282	$61 282	$61 282	$367 692
District Grant - Unpaved	$144 508	$139 629	$139 629	$161 099	$161 099	$161 099	$907 063
Total	$205 790	$200 911	$200 911	$222 381	$222 381	$222 381	$1,274 755

Board Approval Date June 14 2022

Carrie Shepheard 6/22/22

Resident Engineer Date

Mark B Taylor 06/14/2022

County Administrator Date

District: Culpeper

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

County: Greene County

Board Approval Date: June 14, 2022

2022-23 through 2027-28

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost	Previous Funding *SSYP Funding* *Other Funding* *Total*	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Balance to complete	Traffic Count Scope of Work FHWA # Comments
Rt.0638 107522 S/F HIRED EQUIP. NO PLAN, SECONDARY 0000.01	TURKEY RIDGE ROAD 0638-039-P84, N-501 RTE 638 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) ROUTE 637 W. ROUTE 634 0.20	*PE* $7,044 *RW* $0 *CON* $53,956 *Total* $61,000	$61,000	$0	$0	$0	$0	$0	$0	$0	$0	160 VPD 06/30/2020 CTB FORMULA UNPAVED >50 VPD RESOLUTION PASSED SEPTEMBER 24, 2019
Rt.9999 120704 S/F HIRED EQUIP. NO PLAN, SECONDARY 0000.02	CONNECTOR ROAD 9999-039-601, N-501 RTE 9999 - INSTALL LEFT TURN LANE FOR OPERATIONAL USE OF CONNECTOR ROAD 250 FT. N. CONNECTOR ROAD 650 FT. N. CONNECTOR ROAD 0.08	*PE* $0 *RW* $0 *CON* $75,000 *Total* $75,000	$75,000	$0	$0	$0	$0	$0	$0	$0	$0	TELEFEE FUNDS
Rt.0603 107523 S/F HIRED EQUIP. NO PLAN, SECONDARY 0001.00	BINGHAM MOUNTAIN ROAD 0603-039-P85, N-501 RTE 603 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) ROUTE 633 ROUTE 612 0.70	*PE* $12,500 *RW* $0 *CON* $179,000 *Total* $191,500	$191,500	$0	$0	$0	$0	$0	$0	$0	$0	130 VPD 06/16/2020 DISTRICT GRANT UNPAVED STATE >50 VPD / TELEFEE RESOLUTION NEEDED RURAL RUSTIC ROAD
Rt.0628 107524 S/F HIRED EQUIP. NO PLAN, SECONDARY 0002.00	SIMMONS GAP ROAD 0628-039-P86, N-501 RTE 628 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) ROUTE 614 ROUTE 601 1.20	*PE* $15,000 *RW* $0 *CON* $313,000 *Total* $328,000	$171,443	$156,557	$156,557	$0	$0	$0	$0	$0	$0	220 VPD 06/24/2020 DISTRICT GRANT - UNPAVED >50 VPD / TELEFEE FUNDS RESOLUTION NEEDED RURAL RUSTIC ROAD
Rt.0677 113796 S/F HIRED EQUIP. NO PLAN, SECONDARY 0003.00	ICE HOUSE ROAD 0677-039-P92, N-501 RTE 677 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) ROUTE 33 EAST ROUTE 33 WEST 0.34	*PE* $10,000 *RW* $0 *CON* $85,500 *Total* $95,500	$0	$95,500	$14,550	$80,950	$0	$0	$0	$0	$0	220 / 150 VPD 07/07/2020 CTB FORMULA UNPAVED FUNDS>VPD 50/DISTRICT GRANT - UNPAVED >50 VPD / TELEFEE RESOLUTION NEEDED RURAL RUSTIC ROAD

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

District: Culpeper

County: Greene County

Board Approval Date: June 14, 2022

2022-23 through 2027-28

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost	Previous Funding *SSYP Funding* *Other Funding* *Total*	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Balance to complete	Traffic Count Scope of Work FHWA # Comments
Rt.0621 113797 S/F HIRED EQUIP. NO PLAN, SECONDARY 0004.00	SOUTH RIVER ROAD 0621-039-P93, N-501 RTE 621 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) END STATE MAINTENANCE 0.55 MI. N. END STATE MAINTENANCE 0.55	*PE* $15,000 *RW* $0 *CON* $143,000 *Total* **$158,000**	**$0**	**$158,000**	**$0**	**$85,278**	**$72,722**	**$0**	**$0**	**$0**	**$0**	70 VPD 07/07/2020 DISTRICT GRANT - UNPAVED >50 VPD / TELEFEE FUNDS RESOLUTION NEEDED RURAL RUSTIC ROAD
Rt.0629 119548 S/F HIRED EQUIP. NO PLAN, SECONDARY 0005.00	WELSH RUN ROAD 0629-039-P00, N-501 RTE 629 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) 0.93 MI. S. RTE 633 1.83 MI. S. RTE 633 0.9	*PE* $10,000 *RW* $0 *CON* $238,650 *Total* **$248,650**	**$0**	**$248,650**	**$0**	**$0**	**$93,506**	**$155,144**	**$0**	**$0**	**$0**	120 VPD 06/16/2020 DISTRICT GRANT - UNPAVED >50 VPD / TELEFEE FUNDS RESOLUTION NEEDED RURAL RUSTIC ROAD
Rt.0629 121963 S/F HIRED EQUIP. NO PLAN, SECONDARY 0006.00	WELSH RUN ROAD 0629-039-603, N-501 RTE 629 - RURAL RUSTIC RD (SURFACE TREAT NON-HARDSURFACE RD) 1.83 MI. S. RTE 633 2.97 MI. S. RTE 633 1.14	*PE* $10,000 *RW* $0 *CON* $432,000 *Total* **$442,000**	**$0**	**$442,000**	**$0**	**$0**	**$0**	**$15,398**	**$161,099**	**$161,099**	**$104,404**	120 VPD 06/16/2020 DISTRICT GRANT - UNPAVED >50 VPD RESOLUTION NEEDED RURAL RUSTIC ROAD
Rt.4007 99714 S 9999.99	1204007 COUNTYWIDE TRAFFIC SERVICES VARIOUS LOCATIONS IN COUNTY	*PE* $0 *RW* $0 *CON* $355,191 *Total* **$355,191**	**$76,739**	**$278,452**	**$34,683**	**$34,683**	**$34,683**	**$51,839**	**$61,282**	**$61,282**	**$0**	TELEFEE FUNDS TRAFFIC SERVICES INCLUDE SECONDARY SPEED ZONES. SPEED STUDIES, OTHER NEW SECONDARY SIGNS
Rt.4008 99818 S 9999.99	1204008 COUNTYWIDE RIGHT OF WAY ENGR. VARIOUS LOCATIONS IN COUNTY	*PE* $0 *RW* $0 *CON* $747 *Total* **$747**	**$747**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	TELEFEE FUNDS USE WHEN IMPRACTICAL TO OPEN A PROJECT. ATTORNEY FEES and ACQUISITION COST.

District: Culpeper

SECONDARY SYSTEM CONSTRUCTION PROGRAM (in dollars)

County: Greene County

Board Approval Date: June 14, 2022

2022-23 through 2027-28

Route PPMS ID Accomplishment Type of Funds Type of Project Priority #	Road Name Project # Description FROM TO Length	Estimated Cost	Previous Funding *SSYP Funding* *Other Funding* *Total*	Additional Funding Required	PROJECTED FISCAL YEAR ALLOCATIONS 2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	Balance to complete	Traffic Count Scope of Work FHWA # Comments
Rt.4009 99850 S 9999.99	 1204009 COUNTYWIDE TRAFFIC CALMING VARIOUS LOCATIONS IN COUNTY	*PE* $0 *RW* $0 *CON* $6,841 *Total* **$6,841**	**$6,841**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	TELEFEE FUNDS TRAFFIC CALMING MEASURES AS DETERMINED BY RESIDENCY AND DISTRICT TRAFFIC ENGINEER
Rt.4005 99932 S 9999.99	 1204005 COUNTYWIDE ENGINEERING & SURVEY VARIOUS LOCATIONS IN COUNTY	*PE* $0 *RW* $0 *CON* $6,077 *Total* **$6,077**	**$6,077**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	TELEFEE FUNDS MINOR SURVEY & PRELIMINARY ENGINEERING FOR BUDGET ITEMS AND INCIDENTAL TYPE WORK.

Agreement between Thomas Jefferson Planning District Commission, Firefly, and Greene County Regarding Awarded VATI 2022 Funding

This Grant Agreement ("Agreement"), effective December 15, 2021, and dated June 1, 2022, is entered into by and between the Thomas Jefferson Planning District Commission (TJPDC), a public body corporate and politic jointly and cooperatively created by its member localities pursuant to Virginia Code § 15.2-4200 *et seq.*, Firefly Fiber Broadband (FIREFLY), and Greene County, ("the Parties").

WITNESSETH:

A. WHEREAS, the Commonwealth of Virginia established the Virginia Telecommunication Initiative (VATI); and

B. WHEREAS, pursuant to the VATI program guidelines and statutory authority, the primary objective of VATI is to provide financial assistance to supplement construction costs by private sector broadband providers, in partnership with local units of government, to extend broadband facilities to areas that presently are unserved by any broadband provider; and

C. WHEREAS, the Virginia Department of Housing and Community Development (DHCD) has been authorized to distribute and administer funds awarded through the Virginia Telecommunications Initiative (VATI) grant-making process; and

D. WHEREAS, Greene County pledged its support for obtaining VATI funding to achieve deployment of a fiber-to-the-premises last-mile broadband network to offer service to all locations within Greene County and within all other participating counties; and

E. WHEREAS, Greene County resolved to participate in this regional project, to fully support the application, and to provide matching funds up to $2,687,000 at its August 24, 2021 Board of Supervisors meeting; and

F. WHEREAS, the participating counties cooperated in the VATI 2022 grant application process, with TJPDC as the primary applicant and FIREFLY as the co-applicant, and the parties understand the participating counties remain committed to bringing universal broadband internet access to their residents and businesses; and

G. WHEREAS, DHCD awarded TJPDC and co-applicant FIREFLY a 2022 VATI grant (VATISF#2022-034 on December 15, 2021) to provide a fiber optic network that would extend through parts of the participating counties; and

H. WHEREAS, this VATI project is anticipated to take at least 36 months from the date of the grant award to complete; and

I. WHEREAS, Greene County has the in matching funds committed to support the Greene County portion of the project; and

J. WHEREAS, the Parties now enter into this agreement ("TJPDC/FIREFLY Greene County Agreement") formally setting forth the respective roles regarding the work and project as the VATI grant has been awarded.

NOW, in consideration of the recitals, mutual promises, and such other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, TJPDC, FIREFLY and Greene County now hereby agree as follows:

TJPDC, on behalf of itself, Greene County, and the counties participating in the VATI grant will do the following:

1) Maintain all data and records related to the project for a period of five (5) years following the conclusion of the project for the purposes of compliance with potential audits; and
2) Serve as fiscal agent for the project and maintain accurate records of the financial expenditures of the VATI monies, including, but not limited to financial reports, monthly funding draws, approval of FIREFLY expenditures and invoices, documentation of matching funds, receipt and disbursal of matching funds, etc.; and
3) Provide overall grant management of the VATI project, as well as coordination and administration of the project by working as a liaison between the counties, FIREFLY and DHCD; and
4) Assist the participating counties and FIREFLY with educating the public about the project and services to be available in their respective areas; and
5) Submit invoices to Greene County that detail the County's expense obligations for the required matching funding for project completion in the Greene County area; and
6) Provide a copy of the monthly financial and performance report to DHCD that provides information on progress against established project milestones as approved by DHCD; and
7) At Greene County's request, share or request from FIREFLY all invoices applicable to the construction project in Greene County and cooperate with the County to verify pre-construction or construction work has been completed or equipment has been ordered and received prior to disbursing any VATI funds; and
8) Use its best efforts to request the full amount of grant funds prior to June 30, 2025; and
9) Notify FIREFLY and Greene County immediately of any change in the availability of funding; and
10) Cooperate with FIREFLY in requesting from DHCD any needed extension to the completion date; and
11) Share FIREFLY's post-closeout subscriber reports with Greene County.

FIREFLY will:

1) Provide the TJPDC with required information for the management of the VATI grant, including, but not limited to progress reports and monthly invoices, to include all supporting documentation to verify eligible expenses; and
2) Prepare and file the required documents to the localities for zoning and permit applications; and
3) Design, engineer, construct and implement broadband services as designated in the VATI application, in compliance with the grant program requirements; and
4) Allow TJPDC or Greene County to audit and verify project progress at reasonable times and places, including the inspection of project sites. TJPDC and Greene County and its representatives, agents, and employees must maintain the confidentiality of any proprietary information obtained or learned through such audits or inspections and agree to indefinitely maintain such confidentiality to the furthest extent permitted under law. Firefly agrees to notify TJPDC and Greene County of any information it asserts should be subject to this subsection prior to providing such information; and
5) Guarantee that the minimum bandwidth offerings for the project will be no less than the Federal Communications Commission's definition of broadband as of the date of project commencement; and
6) Provide service extensions from the network backbone of up to 2,500 feet to any location within the project service area; and
7) Participate in the federal Affordable Connectivity Program; and
8) Perform the necessary speed testing and reporting to comply with the DHCD Agreement; and
9) Own, along with Rappahannock Electric Cooperative, all assets to be funded by VATI grant monies and the localities matching funds; and
10) Provide ongoing communication and outreach to the counties and its residents throughout the project; and
11) Indemnify, defend, and hold Greene County and TJPDC harmless for any failure(s) by it to complete any Grant Activities described in the DHCD Contract Documents; and
12) Provide all invoices requested by TJPDC applicable to the construction project and cooperate with TJPDC or Greene County to verify pre- construction or construction work has been completed or equipment has been ordered and received prior to receiving any VATI funds; and
13) Provide to TJPDC its post-closeout subscriber reports necessary to fulfill reporting requirements by TJPDC to DHCD, according to its agreement with DHCD.

Greene County will:

1) Provide matching funds in an amount not to exceed $2,687,000 for the grant activities constructed in and provided to Greene County over the period of the project; and
2) Maintain all data and records related to the project for a period of five (5) years following the conclusion of the project; and

3) Produce all data and records related to the project upon written request of TJPDC or DHCD or its successors or designees within thirty (30) days; and

4) Provide prompt payment of submitted invoices to TJPDC within 45 days of the receipt of an invoice; and

5) Acknowledge and agree that a certain portion of the DHCD VATI award may be retained by DHCD and paid in accordance with the provision of the DHCD Agreement; and

6) Cooperate with TJPDC and FIREFLY to communicate the project to Greene County residents and business owners; and

7) Recognize TJPDC, FIREFLY, and DHCD support in their efforts to expand broadband in all project-related communication with the media and its marketing publications; and

8) Cooperate with FIREFLY in requesting from DHCD any needed extension to the completion date.

All Parties will use due diligence and best efforts on community outreach and marketing the availability of service, which is the intent of the project and VATI program. The Parties acknowledge, however, that the actual number of customers who choose to subscribe is beyond the Parties' control. The Parties also acknowledge that the DHCD's intent is that the Parties exercise due diligence and best efforts and that no funds will be returned to the Commonwealth nor retained by TJPDC and Greene County so long as the Parties in fact exercise due diligence and best efforts to reach the project and program goals.

CONTRACT PERFORMANCE

This agreement will terminate when DHCD notifies the TJPDC that all grant requirements have been satisfied.

This Agreement constitutes the entire agreement as to the Project and any associated VATI grant and may not be amended or modified except in writing, signed by each of the parties hereto.

Recognizing the scale and complexity of this project, to the extent that changes to the project management schedule arise due to requirements imposed by DHCD or for any other reason not caused by the action or failure to act by any party to this agreement, including Acts of God, weather events, or construction supply and/or labor shortages, the Parties agree to engage in good faith discussions to undertake modifications to the schedule. All agreed-upon changes to the project management schedule shall be set forth in a new written schedule and provided to all Parties. A formal amendment to this Agreement shall not be required, but the Parties will cooperate to request a project completion date extension from DHCD as needed.

This Agreement is conditioned upon TJPDC and other necessary parties executing the DHCD Agreement and obtaining funding under the VATI program.

The Parties will cooperate with any audit of this project and Grant Activities undertaken by DHCD. This responsibility survives the termination of this Agreement. TJPDC and Greene County and its representatives, agents, and employees agree to maintain the confidentiality of any proprietary information obtained or learned through such audits and agree to indefinitely maintain such confidentiality to the furthest extent permitted under law.

This Agreement is made and is intended to be performed in the Commonwealth of Virginia and must be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

[SIGNATURE PAGES INCLUDED ON THE FOLLOWING THREE PAGES]

FIREFLY FIBER BROADBAND

By:_______________________________________
Gary Wood, President and Chief Executive Officer

Date: _______________________

[REMAINDER OF PAGE BLANK]

Greene County

By: [signature]
Mark B. Taylor, County Administrator

Date: 06/14/2022

Approved as to form:

____
County Attorney

Greene County

By: ______________________
Mark B. Taylor, County Administrator

Date: 06/14/2022

Approved as to form:

____
County Attorney

THOMAS JEFFERSON PLANNING DISTRICT COMMISSION

By: Christine Jacobs, Executive Director

Date: ____________________

RESOLUTION TO APPROPRIATE THE FISCAL YEAR BUDGET BEGINNING JULY 1, 2022 – JUNE 30, 2023 IN THE AMOUNT OF $97,168,587

WHEREAS, the Board of Supervisors reviewed the proposed FY 2023 Operating Budget during several budget work sessions; and

WHEREAS, a synopsis of proposed FY 2023 Operating Budget and proposed tax rates was published in the Daily Progress on March 27, 2022 and in the Greene County Record on March 24, 2022; and

WHEREAS, a public hearing was held on April 26, 2022 in the Greene County Administration building pursuant to the provisions of Section 15.2-2506 of the Code of Virginia; and

WHEREAS, at the public hearing on April 26, 2022, all those who wished to speak for or against the proposed budget were heard.

WHEREAS, the Board of Supervisors adopted the Fiscal Year 2023 Budget at the meeting held on May 10, 2022; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Supervisors of the County of Greene, does hereby appropriate the Fiscal Year 2023 budget in the amount of $97,168,587.

Adopted this 14nd day of June, 2022.

Motion: Steve Bowman
Second: Dale Herring

Recorded Vote:

Steve Bowman	YES
Marie C. Durrer	YES
Abbey Heflin	NO
Dale R. Herring	YES
Davis Lamb	NO

Marie C. Durrer
Marie C. Durrer, Chair
Greene County Board of Supervisors

ATTEST: Mark B. Taylor
Mark B. Taylor, Clerk
Greene County Board of Supervisors

Board of Supervisors
June 14, 2022
Attachment G

MEMORANDUM OF UNDERSTANDING

___This Memorandum of Understanding (MOU) is entered this 15 day of June, 2022 by and between Jaunt, Inc. and Greene County, Virginia for the purpose of working together to meet the public transportation needs of Greene County citizens.

WHEREAS, Greene County, Virginia is a rural county with no public transit system, such as a bus or rail line; and

WHEREAS, Greene County has many citizens who are not able to drive for various reasons such as medical conditions or financial constraints; and

WHEREAS, Jaunt is a regional public transit system that provides on demand response service and commuter service in the region; and

WHEREAS, in 2019 Jaunt took over service in Greene County from Greene Transit; and

WHEREAS, both parties seek to work together to improve the current services and expand transit services throughout the county.

NOW THEREFORE, Greene County and Jaunt understand and agree to the responsibilities expressed in this agreement as follows:

1. Greene County will appropriate $234,762 (of the $422,201 requested) to Jaunt for the fiscal year 2023. If Jaunt's performance is satisfactory, the Greene County Board of Supervisors may appropriate additional funds. If additional funds are not appropriated, Jaunt services in Greene County will terminate on January 31, 2023. Greene County will use several metrics outlined in this MOU for determining a satisfactory performance.

2. By July 31, 2022, Jaunt will conduct a customer satisfaction survey to benchmark performance and target areas for improvement. Jaunt will conduct a second survey in late October to measure customer satisfaction. Common metrics for transit include on-time performance, complaints, and preventable accidents. Jaunt strives for an "on-time standard" of 88%. Further, Jaunt strives to have no more than one preventable accident per month. Jaunt will begin to develop a trend line for complaints and agrees to respond to all complaints in a timely manner. Jaunt will increase ridership by 1% between June 2022 and December 2022 when compared with the same period in 2021. Greene County acknowledges that there are factors that influence ridership that are beyond Jaunt's control. Further, the increase is solely based on the successful implementation of Saturday service per paragraph 5(b) below.

3. Jaunt will make quarterly reports to the Greene County Board of Supervisors. Specifically, Jaunt will give a report to the Board of Supervisors in September 2022 and November 2022 in order for the Board to make a determination whether or not to extend funding. Assuming

funding is extended in 2023, Jaunt will give quarterly reports to the Board of Supervisors on a mutually agreed upon schedule.

4. Jaunt will publicize a mechanism for rider complaints and feedback on its website and the Greene County website by August 1, 2022. Greene County will make reasonable efforts to publicize and promote the opportunity for rider feedback.

5. Jaunt will begin to implement the following in order to improve the level of service and increase ridership.

    a. Jaunt will expand service to include "same-day service" no later than September 12, 2022. Same-day service is defined as allowing riders to book travel within Greene County with less than 24 hours' notice, but at least 2 hours' notice. This will be available Monday through Friday from 10:00 a.m. to 2:00 p.m. with service focused on the Ruckersville area to be determined by Jaunt. Jaunt may charge a small fee (no more than $2.00 per ride) for this service.

    b. Jaunt will also re-institute Saturday service within Greene County beginning no later than July 30, 2022. This service will operate from 9:00 a.m. to 4:00 p.m. Trips will be booked by advance reservation. Service will be provided by one-vehicle/one driver during this time.

    c. Jaunt will also expand the Charlottesville Link service. Trips from Greene County to Charlottesville will begin at 6:30 a.m. (currently they begin at 7:00 a.m.). Return trips from Charlottesville will leave at 5:00 p.m. (currently the last trip is at 2:00 p.m.). This will be a Monday through Friday service and the expanded schedule will begin no later than July 25, 2022.

    d. This expanded service to Charlottesville is targeted at commuters who work in Charlottesville. As such, Greene County will work with Jaunt to determine the feasibility and location for a park and ride location in the vicinity of US29 and US33 in Ruckersville.

6. Jaunt wants to implement a "microtransit" interface in Greene County that would allow riders to make same day reservations. This is an expensive, technology-based system that must be coordinated with Charlottesville Area Transit and the University of Virginia Transportation System. Jaunt will initiate the planning for this by January 2023, but cannot commit to implementation, as it is dependent on state and federal funds.

7. Greene County will be allowed to have a liaison to the Jaunt Board and the liaison will be provided a meeting packet and be invited to all Jaunt board meetings.

8. Greene County will provide parking spaces for up to 15 Jaunt vehicles at the Greene County Maintenance Facility. Further, Jaunt will be allowed to use one maintenance bay two days a week to maintain Jaunt vehicles. Jaunt employees will perform the work on the Jaunt vehicles. Jaunt will add Greene County as an additional insured to its insurance policy.

9. If Greene County Board of Supervisors is satisfied that Jaunt has made marked progress towards increased ridership and greater route availability as outlined in this MOU, Greene County may appropriate additional funds by December 15, 2022. If Greene County Board of Supervisors is not satisfied with the progress and/or does not appropriate additional funds, all Jaunt services in Greene County will end on January 31, 2023.

____
Jaunt

TED RIGGS
CEO
JAUNT

6/15/2022
Date

____
Greene County, Virginia
County Administrator

06/15/2022
Date

Board of Supervisors
June 14, 2022
Attachment H

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
701 VDOT Way
Charlottesville, VIRGINIA 22911

Stephen C. Brich, P.E.
Commissioner

This waiver shall be kept on site by Contractor and inspector personnel, to be presented to law enforcement should a code complaint be initiated by the public. All reasonable efforts will be carried out to lessen the noise impact for each specific noise complaint or sensitive area. However, this waiver will constitute that operations can continue unless the noise presents obvious endangerment to public health, safety or welfare.

Please contact me at 434-221-4649 for any questions or further actions needed to ensure the Construction continues on schedule.

Sincerely,

Joel Kauppila
Digitally signed by Joel Kauppila
Date: 2022.05.23 13:47:10 -04'00'

Joel Kauppila, P.E.
Area Construction Engineer
Southern Culpeper District

County Acceptance of Noise ~~Waiver~~ Signature / Stamp: Mark B. Taylor
Ordinance Suspension for VDOT 29/33 Project –
06-14-2022