November 12, 2024

County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, NOVEMBER 12, 2024, BEGINNING AT 5:30 P.M. IN PERSON IN THE COUNTY ADMINISTRATION BUILDING MEETING ROOM

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

RE: CLOSED MEETING

Ms. Kemp read the proposed resolution for Closed Meeting.

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

- Discussion, consideration, or interviews of prospective candidates for employment, assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body concerning OAR – JACC (Offender Aid & Restoration – Jefferson Area Community Correction).

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

WHEREAS, pursuant to: §2.2-3711 (A)(1) and (A)(7) 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 Steve Catalano, second by Davis Lamb and unanimous roll call vote, the Board entered into Closed Meeting.

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

Motion carried.

RE: OPEN MEETING

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

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

Motion carried.

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

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

Motion carried.

RE: APPOINTMENT OF ADAM RHEA TO THE JEFFERSON AREA COMMUNITY CRIMINAL JUSTICE BOARD

Upon motion by Davis Lamb, second by Steve Catalano and unanimous roll call vote, the Board appointed Adam Rhea in the place of Edwin Consolvo to the Thomas Jefferson Area Community Criminal Justice Board for a term which will expire on December 31, 2027.

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

Motion carried.

RE: PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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

RE: ADOPTION OF AGENDA

Upon motion by Steve Catalano, second by Davis Lamb and unanimous roll call vote, the agenda was adopted with an amendment to move item 9. a. Legislative Presentation by David Blount directly after 7. Matter from the Public.

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

Motion carried.

RE: MATTERS FROM THE PUBLIC

Mr. Roger Schweikert addressed the Board of Supervisors and proposed that Greene County consider presenting a referendum to the people on statehood. He argued that this would allow Greene County to have its own governor, senators, and legislators who would be locally accountable, rather than sending representatives to Richmond who are not from Greene County. Schweikert believes that if Greene County became the 51st state, it could immediately add to the majority in the House of Representatives and have a voice in Washington.

RE: LEGISLATIVE PRESENTATION

Mr. David Blount of the Thomas Jefferson Planning District Commission was present to share the draft 2025 regional legislative program for the Thomas Jefferson Planning District Commission with the Board and ask for their approval. He highlighted three top priorities for the upcoming General Assembly session:

1. Continued emphasis on increased state support for K-12 public education funding.
2. A position on budgets and funding, advocating against unfunded mandates and preserving local revenue authorities.
3. Maintaining local authority over land use decisions, including siting and impacts of utility-scale clean energy resources and accessory dwelling units.

Mr. Blount also discussed other legislative positions outside the priority areas, such as support for the Children's Services Act being fully funded in the state's base budget and state support for administrative workload costs related to transportation at the local level.

Upon motion by Steve Catalano, second by Davis Lamb and unanimous roll call vote, the Board approved the 2025 Regional Legislative Program as presented. (See Attachment "A")

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

Motion carried.

RE: PUBLIC HEARING TO CONSIDER A REQUEST FROM BORDERLINE, LLC FOR A SPECIAL USE PERMIT FOR A CHURCH AND PRIVATE EDUCATIONAL INSTITUTION, AS REQUIRED BY ARTICLES 6-1-2.1 AND 6-1-2.9 OF THE GREENE COUNTY ZONING ORDINANCE. THE PARCEL IS IDENTIFIED AS TMP#65-(A)-47, LOCATED AT 2995 SEMINOLE TRAIL

Mr. Frydl presented the case for the special use permit request from Borderline, LLC for a church and private educational institute on tax map parcel 65-A-47. Frydl explained that the property is currently zoned B3 with R2 in the back portion, and the special use permit is required for the church and school uses in the R2 zoning district. He noted that the Greene County Comprehensive Plan supports community gathering places like churches and schools, and the Planning Commission recommended approval of the request with a 4-0 vote.

Mr. Justin Shimp, the engineer for the project, and Mr. Robert McCready, the Pastor, were present to answer any questions the Board may have. Pastor McCready explained that the majority of their congregation is currently located in Greene County, so moving the church about 6 miles north would be a positive move for them. Pastor McCready stated that in addition to being a house of Christian worship, they hope to be a positive impact on the community, allowing other nonprofits to utilize their facility at no cost, and potentially starting a school that could help relieve some of the financial burden on the county for student education. He expressed excitement about the opportunity to establish the church and school in Greene County.

The Public Hearing was opened with one speaker who expressed concerns about the traffic in this area. Ms. Heather Dow noted that there is no traffic light at the intersection where the development would be located, and she has observed frequent accidents in that area due to the heavy traffic volume and the need for U-turns. Dow is worried about the safety of commuters and students/parents trying to enter and exit the property, especially during peak drop-off and pick-up times. She urged the board to ensure VDOT approves the traffic plans and that appropriate safety measures are in place before allowing the development to proceed.

Mr. Shimp explained that VDOT has required them to close the existing crossover at the property, which currently allows for U-turns. Instead, they will be required to construct the new entrance further down the road where there is a left turn lane, so that vehicles can safely make the U-turn to access the site. Shimp acknowledged the heavy traffic in the area but stated that VDOT's requirement to close the problematic crossover and utilize the left turn lane is intended to improve safety for vehicles entering and exiting the property.

Upon motion by Steve Catalano, seconded by Francis McGuigan and unanimous roll call vote, the Board approved the Special Use permit request as presented in accordance with the county's zoning ordinance, citing public necessity, convenience, general welfare, and good zoning practice with the condition that the site plan submitted shall be generally in accordance with the concept plan created by Shimp Engineering and in accordance with the Zoning Ordinance. (See Attachment "B")

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

Motion carried.

RE: PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE GREENE COUNTY CODE CHAPTER 66 – TAXATION, ARTICLE III - SPECIAL ASSESSMENT FOR LAND PRESERVATION, SECTION 66-119 - ADDITIONAL OPINIONS; APPEAL TO COURTS; SEPARATE APPLICATIONS PER LAND PARCEL; FEES. THE BOARD OF SUPERVISORS WILL CONSIDER AMENDING THE CURRENT ORDINANCE TO REVALIDATE PROPERTY WITHIN THE "LAND USE" PROGRAM EVERY TWO YEARS AND AMEND THE INITIAL FEE TO $60 AND THE REVALIDATION FEE TO $60 EVERY SIXTH YEAR

Ms. Kim Tate, the Commissioner of the Revenue, presented the proposed amendments to the Greene County Code regarding the land preservation tax program. Tate explained that the current ordinance has a $15 application fee and a $2 revalidation fee every year. Due to increased handling costs, the amendments would increase the initial application fee to $60 and the revalidation fee to $60 every six years. Tate noted that this change is in line with State Code requirements for the revalidation frequency.

The public hearing was opened with one speaker, Mr. Scott Winslow, who spoke in opposition to the proposed increases to the land preservation program fees. Winslow argued that the state's land use taxation guidelines were originally adopted to provide tax relief to farmers and owners of woodlands and open spaces. He stated that the recent $2 per plat fee was already a significant increase, and increasing the fees by 1000% to $60 every six years is excessive. Winslow believes the fee increases go against the underlying intent of the land use taxation program to help slow the rate of land development.

Ms. Tate explained that the 6 years is set by the State Code, and it says that you cannot charge a revalidation fee except for every sixth year. The Board discussed whether there should be a fee charged at all but agreed that a fee of $10 per year was not excessive.

Upon motion by Francis McGuigan, second by Steve Catalano and unanimous roll call vote, the Board agreed to the amendments to the County Code as presented. (See Attachment "C")

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

Motion carried.

RE: PUBLIC HEARING TO CONSIDER REVISIONS TO THE GREENE COUNTY CODE CHAPTER 66 – TAXATION, ARTICLE II, PROPERTY TAXES, DIVISION 3 – EXEMPTIONS FOR ELDERLY AND HANDICAPPED

Ms. Kim Tate presented the proposed amendments to the Greene County Code regarding exemptions for the elderly and handicapped. Tate explained that the current combined household income limit is $27,000, and the recommendation is to increase this to $35,000 starting January 1, 2025. Tate noted that the last time this limit was changed was in 2012, and the proposed increase is intended to provide more tax relief for eligible elderly and handicapped residents.

Upon motion by Steve Catalano, second by Davis Lamb and unanimous roll call vote, the Board agreed to the amendments to the County Code as presented. (See Attachment "D")

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

Motion carried.

RE: PUBLIC HEARING TO CONSIDER AMENDING THE BUDGET TO ADJUST THE AGGREGATE AMOUNT TO BE APPROPRIATED DURING THE CURRENT FISCAL YEAR FOR AN APPROPRIATION WHICH IS IN EXCESS OF ONE PERCENT OF THE TOTAL EXPENDITURES SHOWN ON THE CURRENT ADOPTED BUDGET FOR A SUPPLEMENTAL APPROPRIATION OF $6,902,058.77 OF CARRYOVER FUNDS

Mr. Dan Chipman provided an overview of the carryover funds for the current fiscal year. He explained that carryover is a normal occurrence for counties, as it allows them to carry forward unspent grant funds, capital project funds, and other monies to the next budget year. Chipman stated that Greene County had a $9 million carryover three years ago, $6 million two years ago, $4 million last year, and is now requesting $6.9 million in carryover for the current year. He broke down the $6.9 million into categories like general fund impact, federal/state grants, capital projects, and water/sewer needs. Chipman noted that the Code of Virginia requires a public hearing for carryover amounts over $1 million.

Ms. Schafrik provided additional details on how the carryover funds could be utilized. She suggested using the one-time funds for several priorities, including:

1. Redesigning the space for the Department of Social Services and Sheriff's Department.
2. Accelerating the volunteer fire department apparatus replacement program.
3. Addressing issues like the aging vehicle lift in the Vehicle Maintenance department and funding the parks master plan.
4. Establishing a legal fund to cover ongoing litigation expenses.
5. Providing $200,000 to seed a repair and replacement account for the water and sewer system.
6. Funding additional staff positions for the water and sewer operations, including treatment plant operators and a high-level finance/operations manager.

Schafrik explained that these were options for the Board to consider using the carryover funds, rather than just adding the money to the general fund balance. She, Mr. Chipman and Mr. Hutka all emphasized the importance of adding additional staff positions for the water and sewer operations. Mr. Catalano suggested the use of the funds obtained in the lawsuit with RSA to fund them.

The Public Hearing was opened and closed with no speakers.

The Board discussed various examples of how to use the carryover funds, but finally decided to let the funds fall to fund balance and decide how to best use them during the next budget process.

Upon motion by Steve Catalano, second by Francis McGuigan and affirmative roll call vote, the Board agreed to let the carryover funds fall back to the fund balance and decide how they are to be appropriated at a later date to be determined.

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

Motion carried.

RE: PUBLIC HEARING TO CONSIDER AMENDING THE BUDGET TO ADJUST THE AGGREGATE AMOUNT TO BE APPROPRIATED DURING THE CURRENT FISCAL YEAR FOR AN APPROPRIATION WHICH IS IN EXCESS OF ONE PERCENT OF THE TOTAL EXPENDITURES SHOWN ON THE CURRENT ADOPTED BUDGET FOR A SUPPLEMENTAL APPROPRIATION OF $1,540,207.00 FOR AN ADDITIONAL STATE FUNDING AWARD

Ms. Andrea Whitmarsh, Superintendent of Greene County Public Schools, presented the request to appropriate an additional $1,540,207 in state funding. She explained that this includes $339,332 for a compensation supplement and $1,200,875 in additional at-risk funding for prevention, remediation, and support for students. Whitmarsh noted that the state budget was finalized after the county's budget was adopted, so this appropriation is necessary to accept and utilize the additional state funds. She explained that they are not going to give an additional raise, but instead use the funds to help payback those they used for their employees raise.

The public hearing was opened and closed with no comments.

Upon motion by Francis McGuigan, second by Steve Catalano and Unanimous roll call vote, the Board agreed accept and appropriate the additional state funds to the school's budget as presented. (See Attachment "E")

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

Motion carried.

RE: PUBLIC HEARING TO CONSIDER AMENDING CHAPTER 31 – WATER AND SEWERS OF THE GREENE COUNTY CODE INCLUDING, BUT NOT LIMITED TO, AVAILABILITY AND CONNECTION FEES AND RATES, WATER AND SEWER RATES

Mr. Tom Hutka, Director of Water and Sewer, presented the proposed amendments to Chapter 31 of the Greene County Code regarding water and sewer rates and fees. Hutka provided background on the challenges Greene County has faced since taking over the water and sewer system from RSA, including deferred maintenance, unmet regulatory requirements, staffing vacancies, and inherited late rates that were too low to properly support the system. Hutka outlined the two key resolutions - one to increase development (EDU) fees by 12.5% and another to increase user fees by an overall 12.5%. He explained the rationale behind the conservation-based rate structure, which aims to incentivize water conservation by decreasing rates for low users and increasing rates for high volume users. Hutka emphasized the need for regular rate adjustments to keep pace with inflation and future system needs in order to operate the utilities as a self-supporting enterprise fund. He also discussed the amendment which would add a $45 per month fee to pay for maintenance costs of the county owned sewer grinder pumps, which is an unusual happenstance that was inherited from RSA.

Mr. Catalano expressed concerns about the proposed $45 per month fee for county-owned grinder pumps. He stated that after numerous discussions with staff and residents, the grinder pump issue seems to be a complex and convoluted system that was set up through a grant in the past. Catalano felt the proposed increase would create an unfair burden, especially for residents with financial needs in that area. He recommended removing the grinder pump discussion from the current proposal and revisiting it at a later time to ensure fairness for all customers. It was the consensus of the Board to include this sentiment in the final motion that will be made after the public hearing is held.

Mr. McGuigan questioned why the proposed ordinance did not include any increases to the meter fees for bulk water users, when the residential meter fees were being increased by 50-114%. McGuigan pointed out that the ordinance language specifically referenced meter fees for bulk water sales, and he felt this should be updated in a similar manner to the residential meter fees to ensure equitable treatment. The representatives from the water department acknowledged that they had not reviewed or updated the bulk water meter fees as part of this proposal and agreed to look into making those changes as well.

Mr. McGuigan raised several concerns and questions about the proposed water and sewer rate increases. He pointed out that the percentage increases vary significantly between different water usage tiers, with the middle tier users seeing the highest increases of around 19-26%, while the highest volume users only seeing 10% increases. McGuigan argued that this structure actually incentivizes higher water usage, which seems counterproductive to the stated goal of conservation. He also highlighted that the sewer rate increases range from 18-36%, again with the highest volume users seeing the lowest percentage increases. Mr. Hutka tried to better explain the financial model. Mr. Catalano interrupted and asked that we hold the public hearing.

The Public Hearing was opened. There were 13 speakers. Some of their concerns are listed below:

1. The potential impact on the sewer bills for the residents of Greene Mountain Lake, which are going to increase from $36.27 to $61. After discussion, Mr. Hutka assured that the county would work to adjust bills for residents who have lower than average water usage, rather than automatically applying the 4,000 gallon per month average. Hutka committed to working with individual customers to ensure their bills accurately reflect their actual water consumption.
2. The grinder pump issue
3. Funding sources for the large water and sewer projects
4. A reasonable lead time before the new rates go into effect
5. The costs of the projects should be equitably distributed between current residents, future residents and developers
6. The Board should balance the impacts on the community with the need to generate sufficient revenue
7. Lack of transparency with rate model
8. All users should pay their fair share through connection fees

The Public Hearing was closed.

Mr. McGuigan questioned the assumptions and projections used in the financial model, stating that the long-term costs and revenue sources do not appear to be adequately accounted for.

He expressed skepticism about the fairness and sustainability of the proposed rate structure and urged the board to scrutinize the underlying financial data and assumptions more closely.

Mr. McGuigan made a motion that the EDU policy is updated to reflect a water EDU fee of $17,000 and a sewer EDU fee of $17,000. This motion died for lack of a second.

Mr. McGuigan made a motion the no real estate tax revenue will be used to provide debt service relief for the water and sewer department. This motion died for lack of a second.

Mr. McGuigan made a motion that any money that is utilized to alleviate the debt service for the water and sewer department will be provided by the general fund and assessed on equal increases in real estate tax, personal property tax, business property tax, machinery and tools tax, lodging tax and meals tax. He added that anyone who owns a small business should abstain from this vote due to a conflict of interest. This motion died for lack of a second.

Upon motion by Steve Catalano, second by Davis Lamb and affirmative roll call vote, the Board agreed to adopt the revised water and sewer rates and EDU rates, to remove the additional rate fee for users with county owned grinder pumps, and to phase the rate increases into two equal increments, six months apart, effective January 1, 2025. (See Attachment "F")

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

Motion carried.

RE: CONSENT AGENDA

Upon motion by Steve Catalano, second by Davis Lamb, and unanimous roll call vote, the Board approved the consent agenda as presented.

a. Minutes of previous meetings
b. Resolution to accept and appropriate $7,500.00 for the Local Emergency Management Performance Grant (See Attachment "G")
c. Approval of the FY26 Budget Calendar (See Attachment "H")
d. Resolution to accept and appropriate $1,533.00 in additional funds received from the State for the Litter Prevention and Recycling Program Grant (See Attachment "I")
e. Approval for the County Administrator, County Attorney, and the Director of Emergency Services/EMS Chief to sign the attached addendum to the Operational Medical Director Agreement Addendum to include Dyke Volunteer Fire Company (See Attachment "J")
f. Approve the County Administrator and Sheriff to sign the contract regarding the required upgrade to the current recorder at the Greene County Emergency Communications Center (See Attachment "K")

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

Motion carried.

RE: BOARD LIAISON REPORTS

Mr. Lamb said that he attended the Culpeper Soil and Water meeting as well as the awards banquet with Ms. Schafrik.

RE: MONTHLY REPORTS

Ms. Durrer thanked the departments for their reports.

RE: COUNTY ADMINISTRATOR UPDATE

Ms. Schafrik said that she had just returned from the VACo Conference and noted that the budget outlook presented at the conference was particularly "doom and gloom" due to discussions about potential changes to the tax system that could impact both the state and localities. She said that they are something the county will need to closely monitor, as it could have significant implications for Green County's future budgeting and financial planning.

RE: OTHER ITEMS FROM THE BOARD

There were none.

RE: ADJOURN

Upon motion by Steve Catalano, second by Davis Lamb and unanimous roll call vote, the Board meeting was adjourned.

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

Motion carried.

Marie Durrer

Marie Durrer, Chair
Greene County Board of Supervisors

Cathy Schafrik

Cathy Schafrik, Clerk
Greene County Board of Supervisors

Thomas Jefferson
Planning District Commission
Regional Vision • Collaborative Leadership • Professional Service

November 4, 2024

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

FROM: David C. Blount, Director of Legislative Services

RE: 2025 TJPD Legislative Program Approval

Attached for your review and consideration is the draft 2025 TJPD Legislative Program. I will be seeking approval of it at your November 12 meeting. The draft program continues three top legislative priorities for 2025 as follows:

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

The accompanying "Legislative Positions" section focuses on the most critical recommendations and positions in other areas of current interest and concern in the region. Items in this section that have been substantively amended are noted following this memo.

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

I look forward to discussing the draft program and seeking approval of it at your November 12 meeting. Thank you.

Recommended Action: Approve the draft 2025 TJPD Legislative Program

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

401 East Water Street • Post Office Box 1505 • Charlottesville, Virginia 22902-1505
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Substantive Changes to Legislative Positions Section

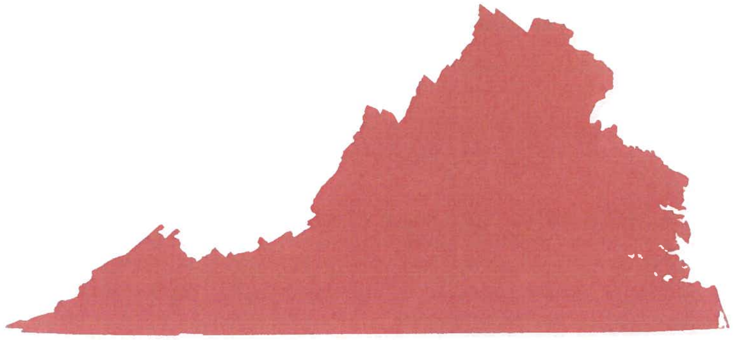
Environmental and Water Quality (p. 5; first bullet): Added specific support for state assistance to improve water quality of Lake Anna.

General Government (p. 6, seventh bullet): Added a position in support of local discretion to determine the best uses of artificial intelligence (AI).

Health and Human Services (p. 6, second bullet): Revised existing language to support improvements in state hospital capacity to accept individuals under a TDO.

Housing (p. 7, first bullet): Added language to support funding for rental assistance to low-income families with school-aged children.

Public Safety (p. 7, second bullet): Revised existing language on recruitment/retention of volunteers by adding a provision to oppose actions that hinder the provision of emergency services by increasing costs of operations or deterring recruitment and retention.



Thomas Jefferson Planning District

2025 LEGISLATIVE PROGRAM

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

October 2024

Tony O'Brien, Chairman
Christine Jacobs, Executive Director
David Blount, Director of Legislative Services

TOP LEGISLATIVE PRIORITIES

Public Education Funding

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

The State will spend more than $18 billion dollars on direct aid to public education in the current biennium. Additional state funding for teacher salaries, at-risk students and childcare subsidies in the current biennium are appreciated. However, we continue to believe that the State should increase its commitment to K-12 education in a manner that reflects the true costs of K-12 education. The 2023 Joint Legislative Audit and Review Commission (JLARC) report on K-12 education funding confirmed this, finding that public education in Virginia is underfunded, while noting that local school divisions receive less K–12 funding per student than divisions in other states and several key funding benchmarks.

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

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

Budgets and Funding

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

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

We oppose unfunded state and federal mandates and the cost shifting that occurs when the State or the federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver required services or those demanded by residents.

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

Land Use and Growth Management

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

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

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

Broadband

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

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

Children's Services Act

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

- We support local ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools.
- We support the state maintaining cost shares on a sum sufficient basis by both the State and local governments; changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.
- We support enhanced state funding for local CSA administrative costs.
- We support a cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children.
- We support the State being proactive in making residential facilities, services and service providers available, especially in rural areas, and in supporting locality efforts to provide facilities and services on a regional level.
- We oppose state efforts to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

Economic and Workforce Development

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

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

Education

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

• Concerning school facilities:
>We support allowing all localities the option of levying a one-cent sales tax to be used for construction or renovation of school facilities.
>The State should discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.
>We appreciate and support the school construction assistance programs enacted in 2022 and request that they be consistently funded.
• We support 1) amending the LCI formula to recognize the land use taxation value, rather than the true value, of real property; and 2) preserving current *Code* provisions stipulating that local school funds unexpended at the end of the year be retained by the local governing body.
• We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government.

Environmental and Water Quality

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

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

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

• We support continued investment in the Stormwater Local Assistance Fund (SLAF) to assist localities with much-needed stormwater projects and in response to any new regulatory requirements. Any such requirements should be balanced, flexible and not require waiver of stormwater charges.

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

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

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

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

General Government

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

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

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

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

• Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant local dollars and additional personnel beyond those funded by the State. We also support the use of a notarized waiver to allow volunteer workers to state they are willing to provide volunteer services and waive any associated compensation.

• We urge state funding to address shortfalls in elections administration dollars, as administration has become more complex and federal and state financial support for elections continues to lag

behind the need. We request adequate funding for costs associated with voting equipment, registrar offices, early voting requirements and election security standards.
• We urge state funding necessary for agencies to carry out tasks such as processing applications, reviewing permits and other critical administrative functions.
• We support expanding the allowable use of electronic meetings for all local public bodies, with flexibility for them to determine public comment, participation and other procedures. Also, any changes to FOIA should preserve 1) a local governing body's ability to meet in closed session; 2) the list of records currently exempt from disclosure; and 3) provisions concerning the creation of customized records.
• We support the use of alternatives to newspapers for publishing various legal advertisements and public notices.
• We support federal and state funding for localities to acquire and maintain advanced cybersecurity to protect critical systems and sensitive data.
• We support enhanced state funding for local and regional libraries.
• We support expanding local authority to regulate smoking in public places.
• The State should not inhibit the ability of localities to determine how best to use artificial intelligence (AI) or require any related reporting requirements that are unreasonable.

Health and Human Services

The Planning District's member localities recognize that special attention must be given to helping disabled people, poor people, and young and elderly people achieve their full potential. Transparent state policies and funding for at-risk individuals and families to access appropriate services are critical. Accordingly, we take the following positions:

• We support full state funding for any local costs associated with Medicaid expansion, including local eligibility workers and case managers, but oppose any shifting of Medicaid matching requirements from the State to localities.
• The State should provide sufficient funding to allow Community Services Boards to meet the challenges of providing a community-based system of care for people with behavioral health and developmental disability service needs that helps divert people from needing state hospital care, as well as having services such as outpatient and permanent supportive housing available. We also support improvements in state hospital capacity to accept individuals under a TDO.
• We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
• We support continued operation and enhancement of early intervention and prevention programs, including the Virginia Preschool Initiative and Part C of the Individuals with Disabilities Education Act (infants and toddlers).

Housing

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

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

Public Safety

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

• The Compensation Board should fully fund local positions that fall under its purview, to include supporting realistic levels of staffing to enable constitutional offices to meet their responsibilities and limit the need for localities to provide additional locally-funded positions. The Compensation Board should not increase the local share of funding for Constitutional offices or divert money away from them, and localities should be afforded flexibility in the state use of state funds for compensation for these offices.
• We encourage state support and incentives for paid and volunteer fire/EMS/first responders and related equipment needs, given the ever-increasing importance they play in local communities. We oppose regulatory action that hinders the provision of emergency services by increasing costs of operations or deterring recruitment and retention of emergency services employees.
• We support state efforts to assist localities in recruiting and retaining law enforcement personnel.
• We support changes to the Line of Duty Act (LODA) to afford officers employed by private police departments the benefits available under LODA.
• We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
• We support adequate and necessary funding for mental health and substance abuse services at juvenile and adult detention facilities and jails.
• We encourage needed funding for successful implementation of policies and programs that 1) supplement law enforcement responses to help individuals in crisis to get evaluation services and treatment; 2) provide alternative transportation options for such individuals; and 3) reduce the amount of time police officers must spend handling mental health detention orders.
• In an effort to fairly share future cost increases, we support indexing jail per diem costs as a fixed percentage of the actual, statewide daily expense average, as set forth in the annual Jail Cost Report.
• We support the ability of local governments to 1) adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities, and 2) utilize photo speed camera devices to address safety concerns, including on locally-designated highway segments.

Transportation

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges; for attracting and retaining businesses, residents and tourism; and for keeping pace with growing public needs and expectations. We encourage the State to prioritize funding for local and regional transportation needs. Accordingly, we take the following positions:

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

AN ORDINANCE (O-2024-0015) TO GRANT A SPECIAL USE PERMIT TO BORDERLINE, LLC FOR A CHURCH AND PRIVATE EDUCATIONAL INSTITUTION, AS REQUIRED BY ARTICLES 6-1-2.1 AND 6-1-2.9 OF THE GREENE COUNTY ZONING ORDINANCE. THE PARCEL IS IDENTIFIED AS TMP#65-(A)-47, LOCATED AT 2995 SEMINOLE TRAIL. THE PROPERTY HAS TWO DIFFERENT ZONING DESIGNATIONS ESTABLISHED WITHIN IT – 5.4 ACRES DESIGNATED AS B-3 AND 6.73 ACRES DESIGNATED AS R-2 ZONING DISTRICT. THIS REQUEST IS SPECIFIC TO THE 6.73 ACRES OF THE PROPERTY ZONED R-2. THE GREENE COUNTY FUTURE LAND USE MAP DESIGNATES IT AS A "MIXED USE RESIDENTIAL" (SUP24-007)

WHEREAS, §15.2-1427 and §15.2-1433 of the Code of Virginia, 1950, as may be amended from time to time, enable a local governing body to adopt, amend, and codify ordinances or portions thereof; and

WHEREAS, §15.2-2280, §15.2-2285, and §15.2-2286 of the Code of Virginia, 1950, as amended, enables a local governing body to adopt and amend zoning ordinances; and

WHEREAS, on October 16, 2024, the Greene County Planning Commission held a public hearing on this matter, and all of those who spoke on this topic were heard; and

WHEREAS, on October 16, 2024, the Greene County Planning Commission voted 4-0 to recommend the approval of the request to grant the Special Use Permit (SUP); and

WHEREAS, the Greene County Board of Supervisors caused to be published a notice of public hearing on this matter in The Greene Journal on October 30, 2024, and November 6, 2024; and

WHEREAS, the complete application was available for public inspection in the Greene County Administration Building, Room 226, 40 Celt Road, Stanardsville, Virginia 22973; and

WHEREAS, on November 12, 2024, the Greene County Board of Supervisors held a public hearing on this matter, and all of those who spoke on this topic were heard.

NOW, THEREFORE, BE IT ORDAINED by the Greene County Board of Supervisors, in accordance with Article 16-2 of the Greene County Zoning Ordinance, public necessity, convenience, general welfare, and good zoning practice, that the SUP request is hereby approved with the following condition:

1. The site plan submitted for the Church/School and accessory uses shall generally be in accordance with the concept plan created by Shimp Engineering, PC, dated 6/10/2024

O-2024-015

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON NOVEMER 12, 2024.

Motion: Steve Catalano
Second: Francis McGuigan

Votes:

Durrer: Yes

Lamb: Yes

Goolsby: Absent

McGuigan: Yes

Catalano: Yes

Marie Durrer, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors

AN ORDINANCE AMENDING THE GREENE COUNTY CODE OF ORDINANCES TO AMEND SECTIONS OF CHAPTER 66 TAXATION.

WHEREAS, Sections 15.2-1427 and 15.2-1433 of the Code of Virginia, 1950, as may be amended from time to time, enable a local governing body to adopt, amend, and codify ordinances or portions thereof; and

WHEREAS, Section 66-119 of the Greene County Code of Ordinances has not been updated in many years and the current fees are not adequate to cover administrative and mailing costs; and

WHEREAS, the Greene County Commissioner of the Revenue recommends increasing the fees; and

WHEREAS, the Greene County Commissioner of the Revenue also recommends having property owners revalidate the land use every two years; and

WHEREAS, the proper advertisement and public hearing was conducted as required by law; and

WHEREAS, the full text of this amendment was available for public inspection in the County Administrator's Office, Greene County Administration Building, 40 Celt Road, Stanardsville, Virginia 22973; and

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF GREENE that the Code of the County of Greene is amended as follows:

CODE OF THE COUNTY OF GREENE, VIRGINIA

CHAPTTER 66 - TAXATION.

Sec. 66-119. Additional opinions; appeal to courts; separate applications per land parcel; fees.

(c) Each such application shall be accompanied by a fee of $60.00, , and every second year the applicant shall file, if he wishes his land to be assessed under this article, a revalidation on forms provided by the state, and which shall be filed not later than 60 days prior to the year for which assessment is sought; provided, however, that if such application is sought in a year in which there is a general reassessment, this deadline shall be extended to 30 days after the assessment notice is mailed, and which revalidation shall be accompanied by a fee of $60.00 every sixth year.

Be it further ordained that this shall be effective January 1, 2025.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON NOVEMER 12, 2024.

Motion: Francis McGuigan

Second: Steve Catalano

Votes:

Durrer:	Yes
Lamb:	Yes
Goolsby:	Absent
McGuigan:	Yes
Catalano:	Yes

Marie Durrer, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors

AN ORDINANCE AMENDING THE GREENE COUNTY CODE OF ORDINANCES TO AMEND SECTIONS OF CHAPTER 66 TAXATION.

WHEREAS, Sections 15.2-1427 and 15.2-1433 of the Code of Virginia, 1950, as may be amended from time to time, enable a local governing body to adopt, amend, and codify ordinances or portions thereof; and

WHEREAS, Section 66, Division 3 – Exemptions for Elderly and Handicapped in the Greene County Code of Ordinances has not been updated in many years; and

WHEREAS, the current income limitations to qualify for tax relief are too low and not reflective of the current poverty levels; and

WHEREAS, the Greene County Commissioner of the Revenue recommends increasing the income limitations; and

WHEREAS, the proper advertisement and public hearing was conducted as required by law; and

WHEREAS, the full text of this amendment was available for public inspection in the County Administrator's Office, Greene County Administration Building, 40 Celt Road, Stanardsville, Virginia 22973; and

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF GREENE that the Code of the County of Greene is amended as follows:

CODE OF THE COUNTY OF GREENE, VIRGINIA

CHAPTTER 66 - TAXATION.

DIVISION 3. EXEMPTIONS FOR ELDERLY AND HANDICAPPED[1]

[1]State law reference(s)—Exemptions for elderly and handicapped, Code of Virginia, § 58.1-3210 et seq.

Sec. 66-76. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Net combined financial worth means all assets of the owners of the dwelling who reside therein, and the spouse of any owner living in the dwelling, including equitable interest, but excluding the value of the dwelling and the land, not exceeding five acres, upon which it is situated. (Such amount shall not exceed $100,000.00)

Permanently and totally disabled means a person is permanently and totally disabled if he/she is so certified as prescribed by this division and state law and is found by the commissioner of the revenue to be unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment or deformity which can be expected to result in death or can be expected to last for the duration of such person's life.

Taxable year means the calendar year for which the exemption is claimed.

Total combined income means gross income from all sources of the owners of the dwelling residing therein and of the owner's relatives living in the dwelling during the preceding calendar year, except that the first $6,500.00 of income from each relative, other than the owner's spouse, residing in the dwelling, and who does not qualify for the exemption provided by Code of Virginia, § 58.1-3211 (1)(b), is excluded from the calculation of gross income.

(Ord. of 5-9-89, § 1-1; Ord. of 1-10-06(4); Ord. of 2-14-12)

Cross reference(s)—Definitions generally, § 1-2.

State law reference(s)—Similar provisions, Code of Virginia, § 58.1-3217.

Sec. 66-77. Violations of division a misdemeanor.

Any person falsely claiming an exemption under this division shall be guilty of a Class 1 misdemeanor, punishable as provided by law.

(Ord. of 5-9-89, § 1-8; Ord. of 1-10-06(4); Ord. of 2-14-12)

Sec. 66-78. Administration of division.

The exemption from real estates taxes for certain elderly and handicapped persons shall be administered by the Commissioner of the Revenue, who is hereby authorized and empowered to prescribe, adopt, promulgate and enforce such rules and regulations in conformance with the provisions of this division, including the right to require answers under oath, as may be reasonably necessary to determine eligibility for exemption. The Commissioner of the Revenue may also require the production of certified tax returns and appraisal reports to establish total combined income or net combined financial worth.

(Ord. of 5-9-89, § 1-2; Ord. of 1-10-06(4); Ord. of 2-14-12)

Sec. 66-79. Exemption—Generally.

There is hereby provided for owners and occupiers of real estate in the County an exemption from taxation of such real estate or any portion thereof, which is owned by, and occupied as a sole dwelling of a person not less than 65 years or age, or determined to be permanently and totally disabled, subject to the restrictions and conditions prescribed by this article and state law.

(Ord. of 5-9-89, § 1-3; Ord. of 1-10-06(4); Ord. of 2-14-12)

Sec. 66-80. Same—Eligibility; restrictions.

Exemption from real estate taxes permitted under this division shall be granted, subject to the following restrictions and conditions:

(1) The head of the household occupying the dwelling and owning title or partial title thereto shall have reached the age of 65 years prior to the taxable year for which the exemption is claimed, unless the head of the household is determined to be permanently and totally disabled as provided in subsection (2) of this section. Whenever the spouse of the head of the household is also joint owner and less than 65 years of age, eligibility shall be determined as if the head of the household was the sole owner.

(2) The head of the household occupying the dwelling and owning title or partial title thereto is determined to be permanently and totally disabled. Such determination must be certified as required by section 66-83(a). Further, the commissioner of the revenue must find that such person is permanently and totally disabled.

(3) Title or partial title to the real estate for which the exemption is claimed shall be owned on January 1 of the taxable year by the person claiming such exemption.

(4) The total combined income shall not exceed $35,000 for the calendar year immediately preceding the taxable year.

(5) The net combined financial worth shall not exceed $100,000.00 as of December 31 of the calendar year immediately preceding the taxable year.

(6) The person claiming the exemption shall file the affidavit required by this division no earlier than January 2, nor later than April 1 of each taxable year.

(Ord. of 5-9-89, § 1-4; Ord. of 1-10-06(4); Ord. of 2-14-12)

Sec. 66-81. Same—Mobile homes; eligibility; restrictions.

For the purpose of this division, mobile homes shall be real estate if the owner's intention that it be permanently affixed is shown by the facts that:

(1) It is located on land belonging in whole or in part to the owner of the mobile home, his/her spouse, parent or child, and is connected to permanent water and sewage lines or facilities; or

(2) Whether or not it is located on and belonging to persons described in subsection (1) of this section, it rests on a permanent foundation and consists of two or more mobile units which are connected in such a manner that they cannot be towed together on a highway, or consists of a mobile unit and other connected rooms or additions which must be removed before the mobile unit can be towed on a highway.

(Ord. of 5-9-89, § 1-4.1; Ord. of 1-10-06(4); Ord. of 2-14-12)

Sec. 66-82. Same—Calculation of amount; limitation.

For eligible claimants, the amount of exemption from real estate tax for any taxable year shall be as follows:

Gross Combined Income	Exemption
$ 0.00—$ $15,000	100%
$15,001 - $25,000	75%
$25,001 - $35,000	55%

Be it further ordained that this shall be effective January 1, 2025.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON NOVEMER 12, 2024.

Motion: Steve Catalano
Second: Davis Lamb

Votes:

Durrer: _Yes__

Lamb: _Yes__

Goolsby: _Absent__

McGuigan: _Yes__

Catalano: _Yes__

Marie Durrer, Chair
Greene County Board of Supervisors

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

November 12, 2024
Attachment E

RESOLUTION TO ACCEPT AND APPROPRIATE ONE MILLION TWO HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS FOR ADDITIONAL EXPENSES

WHEREAS, the County of Greene will receive additional State Funds for instructional and operational expenditures from the State Government and is reducing the local funds approved appropriation; and

WHEREAS, the funds in the amount of one million two hundred eighty-six thousand one hundred seventy-two dollars ($1,286,172) need to be appropriated to the appropriate line item in the 2024-2025 budget of the County of Greene, Virginia.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that one million two hundred eight-six thousand one hundred seventy-two dollars ($1,286,172) be appropriated to the 2024-2025 budget of the County of Greene.

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

Adopted this 12th day of November 2024.

Motion: Francis McGuigan
Second: Steve Catalano

Recorded Vote:

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

Marie C. Durrer, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors

RESOLUTION TO ADOPT CHANGES TO CHAPTER 31 OF THE GREENE COUNTY CODE OF ORDINANCES REVISING WATER AND SEWER RATES AND OTHER ADMINISTRATIVE FEES

WHEREAS, The Greene County Code of Ordinances, Chapter 31 addresses Water and Sewer issues; and

WHEREAS, Beginning June 23, 2023, Greene County has assumed all ownership, operations and billing for water and wastewater utilities in Greene County; and

WHEREAS, Greene County is required to set and maintain rates that are equal to the cost of providing water and sewer service to users; and

WHEREAS, Greene County Water & Sewer staff have completed a professional review of Chapter 31 – Water, Sewer and Sewage Disposal of the Greene County Code of Ordinances: and

WHEREAS, the review identified areas where the proposed rates and other charges do not cover the necessary expenditures of water and sewer services to the users; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Greene County, Virginia that the revised Ordinance Chapter 31 be adopted as amended. (Code Section attached)

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON NOVEMBER 12, 2024.

Marie C Durrer

Marie Durrer, Chairman
Greene County Board of Supervisors

ATTEST:

Cathy Schafrik

Cathy Schafrik, Clerk
Greene County Board of Supervisors

⅝ or ⅝ × ¾	~~$400.00~~ $ 600.00
¾	~~$450.00~~ $ 700.00
1	~~$500.00~~ $ 800.00
1½	~~$600.00~~ $1,200.00
2	~~$700.00~~ $1,500.00
Greater than 2 inches and compound meters	125 percent of actual costs

(Ord. No. O-2022-6, 8-9-22; Ord. of 3-28-23)

Sec. 31-70. Meter sizing.

For the purposes of determining availability fees, water meter sizing shall be determined by the administrator.

(a) The meter sizing shall be determined using AWWA's latest edition of M31-Sizing Water Service Lines and Meters.

(b) Should the size or number of meters actually installed on new or altered services differ from the size and number of meters used for determining availability fees, the availability fees shall be adjusted to reflect the actual installation.

(c) For any user which, for fire suppression purposes, has limited area sprinkler systems attached to the service line, the availability fee shall be based on the nominal meter size that would be required without the limited area sprinkler system.

(d) For users with compound meters, an availability fee shall be charged for each nominal size or measuring chamber contained within the compound meter.

(Ord. No. O-2022-6, 8-9-22; Ord. of 3-28-23)

Secs. 31-71—31-95. Reserved.

DIVISION 4. METERS

Sec. 31-96. Installation within structure.

Where approved by the administrator, water meters for new customers may be installed on the premises within a structure in a location which will protect the meter from freezing or damage. Such meters shall be installed as close as possible to the point of entry of the water service into the structure. Customers shall be responsible for the cost of all repairs and damages to the water facilities or premises arising from any freezing, leaking or failure of any of the service line, piping, fittings, or other water service facilities located on the premises and not within an easement explicitly reserved for county-owned water facilities.

(Ord. No. O-2022-6, 8-9-22)

Sec. 31-128. Water rates.

Individual water usage and the applicable rates provided herein notwithstanding, all water accounts shall be subject to a minimum monthly water rate of ~~$44.50~~ $38.00. The water usage rates charged shall otherwise be as set forth in chart 31-128, below.

Chart 31-128

The following rates per 1,000 gallons shall be based on monthly consumption above ~~2,000~~ 1,000 gallons:

Tier	Use in Gallons	Water Rate per 1,000 gallons
1	~~2,001—7,500~~ 1,000-5,000	~~$7.55~~ $ 8.00
2	~~7,501—12,000~~ 5001-10,000	~~$8.31~~ $ 9,00
3	~~12,001—~~ 10,001 --	~~$9.55~~ $10.50

Water service established to provide residential or nonresidential irrigation service shall be subject to a 30 percent surcharge on the total monthly bill.

For any water service with a compound meter, the rates given herein shall be applied to each register on the meter.

(These rates take effect July 1, 2025. Rates of one half of the increase from rates in effect on November 12, 2024 take effect on January 1, 2025.

(Ord. No. O-2022-6, 8-9-22; Ord. of 3-28-23; Ord. of 7-11-23)

Sec. 31-129. Debt service charge.

Each water service user may be assessed a monthly debt service charge for each EDU, as adopted by the board from time to time. Revenue generated by water debt service charges shall be used to defray costs of debt service on water projects only. If this charge is assessed, it shall be shown on the water service bill.

(Ord. No. O-2022-6, 8-9-22; Ord. of 3-28-23)

Sec. 31-130. Charges when meter fails and services provided; service calls.

In the event a water meter fails for any reason to register the actual amount of water consumed by a consumer and the consumer has received water services during the period when the water meter failed to register the actual amount consumed, the consumer shall be billed and shall owe an amount based upon the average reading of consumption for the three months preceding the month during which the water meter failed as applied to the period during which the consumer received water services and the water meter failed to register the actual amount. If the usage history for those three months is not available, the consumer shall be billed and shall owe an amount based on readings taken over a ten-day period after the water meter has returned to accurately measure the amount of water consumed by the consumer, as applied to the period during which the consumer received water services and the water meter failed to register the actual amount. These retroactive charges shall be limited to a maximum period of six months during which a water meter fails for any reason to register the actual amount of water consumed by a consumer and the consumer has received water services.

(b) For users whose water supply is solely from sources other than the county's water works, the EDUs required shall be determined by the administrator based upon the land use.

(Ord. No. O-2022-6, 8-9-22; Ord. of 3-28-23)

Secs. 31-310—31-335. Reserved.

DIVISION 4. SERVICE CHARGES

Sec. 31-336. Account transaction fee.

Consumers shall pay a nonrefundable $35.00 account transaction fee when establishing or re-establishing a water, irrigation or water and sewer account.

(Ord. No. O-2022-6, 8-9-22; Ord. of 7-11-23)

State law reference(s)—Code of Virginia, §§ 15.2-2119, 15.2-2121 and 15.2-2131.

Sec. 31-337. Sewer rates.

For connections not served by county water, the minimum monthly sewer charge shall be ~~$36.27~~ $61.00. If the sewer discharge includes water from a source other than or in addition to a metered county source, the administrator may set a minimum monthly charge based on the calculated EDUs or by using such other information determined by him to accurately demonstrate the monthly sewage flow into the system.

For connections served by county water or other metered public water system, all sewer accounts shall be subject to a minimum monthly sewer rate of ~~$28.50~~ $25.00. The sewer usage rates charged shall otherwise be as set forth in chart 31-337, below:

Chart 31-337

The following rates per 1,000 gallons shall be based on monthly-metered water consumption above ~~2,000~~ 1,000 gallons:

For Sewer Connections Served by County Water	Use in Gallons	Sewer Rate per 1,000 Gallons
1	~~2,001—7,500~~ 1,000-5000	~~$10.35~~ $12.00
2	~~7,501—12,000~~ 5,001-10,000	~~$11.39~~ $13.50
3	~~12,001—~~ 10,001 --	~~$13.09~~ $15.50

(These rates take effect July 1, 2025. Rates of one half of the increase from rates in effect on November 12, 2024 take effect on January 1, 2025.

(Ord. No. O-2022-6, 8-9-22; Ord. of 3-28-23; Ord. of 7-11-23)

State law reference(s)—Code of Virginia, §§ 15.2-2119, 15.2-2121 and 15.2-2131.

RESOLUTION TO ACCEPT AND APPROPRIATE SEVEN THOUSAND FIVE HUNDRED DOLLARS FOR THE FEMA EMERGENCY MANAGEMENT PERFORMANCE GRANT

WHEREAS, the Federal Emergency Management Agency ("FEMA") has awarded Greene County funding through its Fiscal Year 2024 Emergency Management Performance Grant program; and

WHEREAS, the funds in the amount of seven thousand five hundred dollars ($7,500.00) need to be accepted and appropriated to the correct line item in the 2024-2025 budget of the County of Greene, Virginia.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that seven thousand five hundred dollars ($7,500.00) be appropriated to the 2024-2025 budget of the County of Greene.

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

Adopted this 12th day of November, 2024.

Motion: Steve Catalano
Second: Davis Lamb

Recorded Vote:

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

Marie C. Durrer, Chair
Greene County Board of Supervisors

ATTEST:
Cathy Schafrik, Clerk
Greene County Board of Supervisors

COUNTY BUDGET PROCESS/SCHEDULE
FY 2026

December 6th	Department Budgets due
January 14th	Audit Presentation
January 28th	Budget Workshop on Priorities – 4:30 p.m.
February 11th	Joint PC/BOS workshop for CIP Presentation – 4:30 p.m.
February 19th	School Board adopts budget to send to Board of Supervisors
February 28th	All Budget Information to Board of Supervisors
March 4th	Budget Workshop – 4:30 p.m. County Administrator Budget Presentation Constitutional Officers
March 6th	Budget Workshop – 4:30 p.m. EMS, Water and Sewer Department, Department of Social Services, Department of Information Technology
March 11th	Budget Workshop during regular meeting School Board, JABA, Jaunt, JMRL, Jail Authorize Tax Rates for advertisement
March 13th	Budget Workshop - Deadline to authorize advertised tax rates
March 20th	Budget Townhall at Dyke Volunteer Fire Station 6 p.m.
March 21st	Deadline for ad to be submitted for advertised budget
March 25th	Advertise budget for public hearing
March 27th	Budget Townhall at Stanardsville Volunteer Fire Station 6 p.m.
April 22nd	Public Hearing on Budget & Tax Rates, Adopt Tax Rate
May 13th	Adopt Budget

NOTE: Yellow highlighted dates are additional meeting dates

RESOLUTION TO ACCEPT AND APPROPRIATE ONE THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS FOR ADDITIONAL FUNDS RECEIVED FROM THE STATE FOR THE LITTER PREVENTION AND RECYCLING PROGRAM GRANT

WHEREAS, the County of Greene received additional funds from the State for the Litter Prevention and Recycling Program Grant than what was approved in the 2024-2025 budget; and

WHEREAS, the funds in the amount of one thousand five hundred thirty-three dollars ($1,533.00) need to be accepted and appropriated to the correct line item in the 2024-2025 budget of the County of Greene, Virginia.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that one thousand five hundred thirty-three dollars ($1,533.00) be appropriated to the 2024-2025 budget of the County of Greene.

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

Adopted this 12th day of November, 2024.

Motion: Steve Catalano
Second: Davis Lamb

Recorded Vote:

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

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

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

Operational Medical Director Agreement Addendum

This Addendum, dated 11/12/2024, is entered into by and between Dr. Jacob Mace, hereinafter referred to as the "**Operational Medical Director**" or "**OMD,**" and the Greene County Office of Emergency Services, the Greene County Sheriff's Office, the Greene County Emergency Communications Center, the Ruckersville Volunteer Fire Company, and the Stanardsville Volunteer Fire Company, hereinafter the **"Agencies,"** all of which are affiliated with the Thomas Jefferson EMS Council, Inc.

The parties recite and declare:

Whereas, the Agencies and the Operational Medical Director have entered a contract for medical oversight and quality assurance, dated November 1st, 2022; and

Whereas, the Agencies desire to add the Dyke Volunteer Fire Company as a participating entity under the terms of the Operational Medical Director Agreement, hereinafter referred to as the "**Original Contract**;"

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

The Agencies and the OMD hereby agree to add the Dyke Volunteer Fire Company as a participating entity under the Original Contract. The Dyke Volunteer Fire Company shall be subject to all the terms and conditions of the Original Contract, including but not limited to, the Operational Medical Director's oversight, quality assurance requirements, and adherence to established protocols.

The Agencies and the OMD shall negotiate and agree upon any necessary amendments to the fees and services provided under the Original Contract to accommodate the addition of Dyke Volunteer Fire Company during the Fiscal Year 2025-2026 County budget process.

This Addendum shall become effective upon the signature of all parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above:

By: Cathy Schafrik Date: 11/14/2024

Cathy Schafrik
Greene County Administrator

By: Melissa G. Meador Date: 11/20/2024

Melissa G. Meador, Director/EMS Chief
Greene County Emergency Medical Services

By: Steven Smith Date: 11-19-24

Steven S. Smith, Sheriff
Greene County Sheriff's Office

By: ______________________ Date: 11/19/24

Gary M. Carpenter, 911 Operations Manager
Greene County Emergency Communications Center

By: Enoch S. Hord Date: 12-10-24

Enoch Hord, Chief
Ruckersville Volunteer Fire Company

By: ______________________ Date: 11/19/24

Dustin Clay, Chief
Stanardsville Volunteer Fire Company

By: Scott Shifflett

Date: 11/19/2024

Scott Shifflett, Chief
Dyke Volunteer Fire Company

By:

Date: 12/10/24

Jacob D. Mace, DO
Operational Medical Director

Approve as to form:

By: Kelley Kemp

Date: 11/13/24

Kelley M. Kemp, County Attorney
Greene County

November 12, 2024
Attachement K

3363306%CONTRACT%11 15 2024

SFP Non App BQ VPA

GOVERNMENT OBLIGATION CONTRACT

Obligor	**Obligee**
County of Greene, Virginia	Fleetwood Finance Leasing LLC
40 Celt Road	184 North Avenue East
Stanardsville, Virginia 22973	Cranford, New Jersey 07016

Dated as of November 15, 2024

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below

I. **Definitions**

Section 1 01 Definitions The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1 103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract

II. **Obligor Warranties**

Section 2 01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1 103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.

(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract, Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract The officer of Obligor executing this Contract has the authority to execute and deliver this Contract This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.

(d) Obligor shall use the Equipment only for essential, traditional government purposes

(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt

(f) Obligor has never non-appropriated funds under a contract similar to this Contract.

(g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.

(h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.

(i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U S C 9601 et seq as amended and supplemented.

(j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made

(k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

(l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public

(m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

(n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200 216 and 2 CFR § 200 471

(o) Obligor warrants that it understands and has complied with 2 CFR § 200 322 in relation to domestic preferences for procurements, as applicable

Section 2 02 Escrow Agreement In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay [illegible]

Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.
Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall, at Obligee's sole discretion, either a) be returned to Obligor, or b) be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.
Section 10.05 Recalculation of Contract Payments. Should Obligee decide to apply the Surplus Amount to the then applicable Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.
Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.
Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.
Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.
Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.
Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

County of Greene, Virginia	**Fleetwood Finance Leasing LLC**
Signature	Signature
Cathy Schafrik, County administrator	
Printed Name and Title	Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Eventide Nexlog DX Recorder System Upgrade

Physical Address of Equipment after Delivery : ______________________________

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

Date of First Payment:	At Closing
Original Balance:	$111,824.12
Total Number of Payments:	Sixty (60)
Number of Payments Per Year:	Twelve (12)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	$2,301.41	$0.00	$2,301.41	Not Available
2	15-Dec-24	$2,301.41	$816.86	$1,484.55	Not Available
3	15-Jan-25	$2,301.41	$805.79	$1,495.62	Not Available
4	15-Feb-25	$2,301.41	$794.63	$1,506.78	Not Available
5	15-Mar-25	$2,301.41	$783.40	$1,518.01	$111,435.36
6	15-Apr-25	$2,301.41	$772.07	$1,529.34	$109,653.05
7	15-May-25	$2,301.41	$760.67	$1,540.74	$107,862.44
8	15-Jun-25	$2,301.41	$749.18	$1,552.23	$106,063.49
9	15-Jul-25	$2,301.41	$737.60	$1,563.81	$104,256.16
10	15-Aug-25	$2,301.41	$725.94	$1,575.47	$102,440.41
11	15-Sep-25	$2,301.41	$714.19	$1,587.22	$100,616.20
12	15-Oct-25	$2,301.41	$702.35	$1,599.06	$98,783.49
13	15-Nov-25	$2,301.41	$690.42	$1,610.99	$96,942.25
14	15-Dec-25	$2,301.41	$678.41	$1,623.00	$95,092.43
15	15-Jan-26	$2,301.41	$666.30	$1,635.11	$93,233.99
16	15-Feb-26	$2,301.41	$654.11	$1,647.30	$91,366.90
17	15-Mar-26	$2,301.41	$641.82	$1,659.59	$89,491.11
18	15-Apr-26	$2,301.41	$629.44	$1,671.97	$87,606.58
19	15-May-26	$2,301.41	$616.97	$1,684.44	$85,713.27
20	15-Jun-26	$2,301.41	$604.41	$1,697.00	$83,811.14
21	15-Jul-26	$2,301.41	$591.75	$1,709.66	$81,900.15
22	15-Aug-26	$2,301.41	$579.00	$1,722.41	$79,980.26
23	15-Sep-26	$2,301.41	$566.15	$1,735.26	$78,051.42
24	15-Oct-26	$2,301.41	$553.21	$1,748.20	$76,113.60
25	15-Nov-26	$2,301.41	$540.17	$1,761.24	$74,166.75
26	15-Dec-26	$2,301.41	$527.04	$1,774.37	$72,210.83
27	15-Jan-27	$2,301.41	$513.80	$1,787.61	$70,245.80
28	15-Feb-27	$2,301.41	$500.47	$1,800.94	$68,271.62
29	15-Mar-27	$2,301.41	$487.04	$1,814.37	$66,288.24
30	15-Apr-27	$2,301.41	$473.51	$1,827.90	$64,295.62
31	15-May-27	$2,301.41	$459.87	$1,841.54	$62,293.72
32	15-Jun-27	$2,301.41	$446.14	$1,855.27	$60,282.49
33	15-Jul-27	$2,301.41	$432.30	$1,869.11	$58,261.90
34	15-Aug-27	$2,301.41	$418.36	$1,883.05	$56,231.89
35	15-Sep-27	$2,301.41	$404.32	$1,897.09	$54,192.43
36	15-Oct-27	$2,301.41	$390.17	$1,911.24	$52,143.47
37	15-Nov-27	$2,301.41	$375.91	$1,925.50	$50,084.96
38	15-Dec-27	$2,301.41	$361.55	$1,939.86	$48,016.86
39	15-Jan-28	$2,301.41	$347.08	$1,954.33	$45,939.13
40	15-Feb-28	$2,301.41	$332.51	$1,968.90	$43,851.72

EXHIBIT B - CONTINUED

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
41	15-Mar-28	$2,301.41	$317.82	$1,983.59	$41,754.59
42	15-Apr-28	$2,301.41	$303.03	$1,998.38	$39,647.69
43	15-May-28	$2,301.41	$288.12	$2,013.29	$37,530.97
44	15-Jun-28	$2,301.41	$273.11	$2,028.30	$35,404.39
45	15-Jul-28	$2,301.41	$257.98	$2,043.43	$33,267.91
46	15-Aug-28	$2,301.41	$242.74	$2,058.67	$31,121.47
47	15-Sep-28	$2,301.41	$227.38	$2,074.03	$28,965.03
48	15-Oct-28	$2,301.41	$211.91	$2,089.50	$26,798.55
49	15-Nov-28	$2,301.41	$196.33	$2,105.08	$24,621.98
50	15-Dec-28	$2,301.41	$180.63	$2,120.78	$22,435.27
51	15-Jan-29	$2,301.41	$164.81	$2,136.60	$20,238.37
52	15-Feb-29	$2,301.41	$148.88	$2,152.53	$18,031.24
53	15-Mar-29	$2,301.41	$132.82	$2,168.59	$15,813.83
54	15-Apr-29	$2,301.41	$116.65	$2,184.76	$13,586.09
55	15-May-29	$2,301.41	$100.35	$2,201.06	$11,347.97
56	15-Jun-29	$2,301.41	$83.94	$2,217.47	$9,099.42
57	15-Jul-29	$2,301.41	$67.40	$2,234.01	$6,840.40
58	15-Aug-29	$2,301.41	$50.74	$2,250.67	$4,570.85
59	15-Sep-29	$2,301.41	$33.95	$2,267.46	$2,290.73
60	15-Oct-29	$2,301.41	$16.98	$2,284.43	$0.00

County of Greene, Virginia

Signature

Cathy Schafrik, County Administrator

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

(a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;

(b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;

(c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;

(d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

County of Greene, Virginia

Cathy Schafrik

Signature

Cathy Schafrik, County administrator

Printed Name and Title

EXHIBIT D

CERTIFICATE OF AUTHORIZATION

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

1. **Determination of Need.** The Governing Body of Obligor, either through direct board action or indirectly through its officers, officials, or other authorized representatives, has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of November 15, 2024, between County of Greene, Virginia (Obligor) and Fleetwood Finance Leasing LLC (Obligee).

2. **Approval and Authorization.** The Governing Body of Obligor, either through direct board action or indirectly through its officers, officials, or other authorized representatives, has determined that it is in the best interest of the Obligor to enter into a capital lease substantially in the form of the Contract to finance the purchase of the Equipment described on Exhibit A of the Contract. The Governing Body of Obligor has duly authorized the individuals listed below to execute the Contract and all documents related thereto on behalf of the Obligor. Such authorization derives from either direct board action or indirectly through established policies and procedures or bylaws, all as allowed by law.

Authorized Individual(s): ______________________________
(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Certificate of Authorization.

Signature: ______________________________
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: Cathy Schafrik, County Administrator
(Printed Name and Title of individual who signed directly above)

Attested By: ______________________________
(Signature of one additional person who can witness the passage of this Certificate of Authorization)

Printed Name & Title: ______________________________
(Printed Name of individual who signed directly above)

Schedule (01)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

County of Greene, Virginia

Signature

Cathy Schafrik, County Administrator

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is $________________________ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: ____

   ____

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: smiller@fleetwoodfinance.com

Please call (908) 472-3675 if you have any questions.

County of Greene, Virginia

[signature]

Signature

Cathy Schafrik, County Administrator

Printed Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from County of Greene, Virginia.

County of Greene, Virginia

Signature

Cathy Schafrik, County Administrator

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Steven S Smith Sheriff

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: ______________________________
Equipment: ______________________________
Cost of Equipment: ______________________________

Vendor Name: ______________________________
Equipment: ______________________________
Cost of Equipment: ______________________________

Vendor Name: ______________________________
Equipment: ______________________________
Cost of Equipment: ______________________________

Vendor Name: ______________________________
Equipment: ______________________________
Cost of Equipment: ______________________________

Vendor Name: ______________________________
Equipment: ______________________________
Cost of Equipment: ______________________________

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of November 15, 2024, between Fleetwood Finance Leasing LLC (Obligee) and County of Greene, Virginia (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than $10,000,000.

County of Greene, Virginia

Signature

Cathy Schafrik, County Administrator

Printed Name and Title

NOTICE OF ASSIGNMENT

NOVEMBER 15, 2024

Fleetwood Finance Leasing LLC (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and County of Greene, Virginia, dated as of November 15, 2024.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

Fleetwood Finance Leasing LLC, Obligee/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

County of Greene, Virginia (Obligor) as party to a Government Obligation Contract dated as of November 15, 2024 between Obligor and Fleetwood Finance Leasing LLC (Obligee), hereby acknowledges receipt of a Notice of Assignment dated November 15, 2024 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 1608
Manhattan, Kansas 66505

County of Greene, Virginia

Signature

Cathy Schafrik, County Administrator

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:	**Certificate Holder:**
County of Greene, Virginia	KS StateBank AOIA (and/or Its Assigns)
40 Celt Road	1010 Westloop, P.O. Box 69
Stanardsville, Virginia 22973	Manhattan, Kansas 66505-0069

1. **Equipment Description**
   - Eventide Nexlog DX Recorder System Upgrade
   - Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
   - All risk coverage to guarantee proceeds of at least $111,824.12.
3. **Loss Payee**
   - KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: smiller@fleetwoodfinance.com

Please complete the information below and return this form along with the Contract.

County of Greene, Virginia

Insurance Company: VACorp

Agent's Name: ______

Telephone #: 888-822-6772

Fax #: ______

Address: 1819 Electric Road, Suite C

City, State Zip: Roanoke, VA 24018

Email: info@riskprograms.com