



**RAPIDAN SERVICE AUTHORITY
BOARD OF MEMBERS AGENDA
20-Apr-23**

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**NOTE: MEETING TO BE HELD AT THE MADISON COUNTY ADMINISTRATION BUILDING, AT 2:00 PM.
414 N. MAIN STREET, MADISON VA 22727**

A regular meeting of the Board of Members of Rapidan Service Authority was held on March 16, 2023 at the Orange County Airport.

The meeting was called to order at 1:58 PM. A quorum was established followed by the Pledge of Allegiance.

Present:	Members:	Bowman, Coppage, Crozier, Frame, Yowell Marie Durrer attended in place of Mr. Martin.
	Staff:	GM Clemons, DO Jarrell, DA Gaskins
	Attorney:	Terry Lynn
	Visitors:	Jim Frydl, Kim Morris, Debbie Baugher, Media

The agenda for the meeting was adopted on a motion by Bowman, seconded by Yowell and approved unanimously on a voice vote.

On a motion made by Coppage, seconded by Bowman, the minutes of the February 16, 2023 Board meeting were approved 4-0 on a voice vote with Mr. Yowell and Ms. Durrer abstaining as they were not present at the meeting.

There was no old business, public comment, customer requests or Board comment.

A motion was made by Bowman and seconded by Durrer to approve a resolution approving the SCC application for Greene County's withdrawal from Rapidan Service Authority and granting authority to the Rapidan Service Authority Chairman to endorse said SCC application. The motion passed 6-0 on a rollcall vote.

A motion was made by Bowman and seconded by Durrer to approve a resolution approving the asset transfer documents associated with Greene County's withdrawal from Rapidan Service Authority and granting authority to the Rapidan Service Authority Chairman to endorse said transfer documents at the appropriate time. The motion passed 6-0 on a rollcall vote.

The Board then considered the acceptance of Wilderness Shores Subdivision Section 11 into the RSA water/sewer systems. This section includes 76 lots. On a motion by Crozier, seconded by Bowman, the Board unanimously approved the acceptance of Wilderness Shores Subdivision Section 11 into the RSA system on a voice vote.

The Board then considered the acceptance of Wilderness Shores Subdivision Sections 15 and 16 into the RSA water/sewer systems. These sections include 168 lots. On a motion by Crozier, seconded by Bowman, the Board unanimously approved the acceptance of Wilderness Shores Subdivision Sections 15 and 16 into the RSA system on a voice vote.

GM Clemons reported that the audit has been completed and he hopes to have it presented at the next Board meeting. He then mentioned a recent newspaper article concerning the EPA's regulation of PFAS. This regulation would be four parts per trillion and would be very expensive to test for and treat. The Chairman indicated that he planned to write a response to the article which claimed that utilities would foot the bill, pointing out that customers would be the ones ultimately paying the bill. Coppage asked if there was anything new on the Madison water and sewer projects.

The project design for the ARPA water improvements is approximately 60% complete and will hopefully be out to bid by the end of May. The sewer project will move forward once the water project bidding is done. Mr. Crozier asked about the status of Tricord and the new sewer force main project. Plans have been sent to VCC and Clark's Directional Boring to look at, and RSA is ready to proceed as soon they come back.

Attorney Lynn gave her report. She outlined the process that will take place once the SCC has approved Greene County's application to withdraw from RSA. Three days after the SCC approval, dismissal orders will be filed in court to dismiss Greene County's lawsuit against RSA. The paperwork to transfer the permit to Greene County will already be signed and ready to go to DEQ/VDH. Once the permits have been transferred, Attorney Lynn will have the Chairman sign the deed and asset transfer papers. DEQ and VDH would prefer that this be on the first of the month. Greene County hopes for April 1.

Before the meeting adjourned, Mr. Crozier spoke briefly about the Wilderness Crossing rezoning proposition that the Orange County Planning Commission is presently considering and getting ready to hold a public hearing on. RSA, through its General Manager and Orange County representatives on the RSA Board, has been included in the background work for this and is well prepared to deal with it if it is passed. This project, if approved, will have a long-term impact on both development in Orange County and water and sewer needs in the area to be met by RSA.

As there was no further business to be brought before the Board, Bowman made a motion, seconded by Crozier, that the meeting be adjourned. The motion passed on a unanimous voice vote at 2:12 PM.

Chairman

Rapidan Service Authority

March 16, 2023 Meeting

SCC Application for Greene County's Withdrawal from RSA

RESOLUTION

**A RESOLUTION APPROVING THE SCC APPLICATION FOR GREENE COUNTY'S
WITHDRAWAL FROM RAPIDAN SERVICE AUTHORITY AND GRANTING
AUTHORITY TO THE RAPIDAN SERVICE AUTHORITY CHAIRMAN TO ENDORSE
SAID SCC APPLICATION**

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

WHEREAS on July 28, 2020, the Board of Supervisors of Greene County adopted a Resolution calling for the Boards of Supervisors of Orange County and Madison County to consent to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on April 5, 2021, the Board of Supervisors of Greene County adopted its Second Resolution calling for the Boards of Supervisors of Orange County and Madison County to consent to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on April 13, 2021, the Boards of Supervisors of Orange County and Madison County adopted Resolutions consenting to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on May 25, 2021, Orange County and Madison County entered into a Memorandum of Agreement/Withdrawal of Greene County, Virginia from Rapidan Service Authority. This Memorandum of Agreement provided for the governance and operation of RSA after Greene County's withdrawal; and

WHEREAS on June 14, 2022, the participating localities, including Greene County, adopted a Concurrent Resolution Approving a Withdrawal and Transition Agreement for Greene County's Withdrawal from RSA. On the same date, the respective officers of the participating localities signed the Withdrawal and Transition Agreement; and

WHEREAS on June 16, 2022, RSA's Board of Members adopted a Resolution approving the Withdrawal and Transition Agreement; and

WHEREAS, on June 30, 2022, RSA's Board of Members adopted a Resolution consenting to Greene County's withdrawal from RSA; and

WHEREAS The Virginia Resources Authority entered into a Consent Agreement with Greene County and RSA dated as of January 1, 2023, agreeing to Greene County's withdrawal from RSA; and

WHEREAS having received Virginia Resources Authority's consent for the withdrawal, Greene County must seek approval from the SCC to withdraw from RSA; and

WHEREAS the Greene County Board of Supervisor's Chair has executed the SCC Application. The signed application presented from Greene County is attached hereto as Exhibit "A;" and

WHEREAS based on the representations in the application, RSA gives its support for the SCC Application to be submitted to the SCC.


NOW, THEREFORE BE IT RESOLVED, that the Rapidan Service Authority Board does hereby approve the SCC Application attached hereto as Exhibit "1" and all of its Recitals and Terms.

BE IT FURTHER RESOLVED that the Rapidan Service Authority Board authorizes its chairman to execute the SCC Application attached hereto as Exhibit "1."

Adopted: March 16, 2023


Lee Frame, Chairman
Rapidan Service Authority

ATTEST:


Tim Clemons, Secretary
Rapidan Service Authority

**Rapidan Service Authority
March 16, 2023 Meeting
Transfer Documents for Greene County's Withdrawal from RSA**

RESOLUTION

**A RESOLUTION APPROVING THE TRANSFER DOCUMENTS FOR GREENE
COUNTY'S WITHDRAWAL FROM RAPIDAN SERVICE AUTHORITY AND
GRANTING AUTHORITY TO THE RAPIDAN SERVICE AUTHORITY CHAIRMAN
TO ENDORSE SAID TRANSFER DOCUMENTS**

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

WHEREAS on July 28, 2020, the Board of Supervisors of Greene County adopted a Resolution calling for the Boards of Supervisors of Orange County and Madison County to consent to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on April 5, 2021, the Board of Supervisors of Greene County adopted its Second Resolution calling for the Boards of Supervisors of Orange County and Madison County to consent to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on April 13, 2021, the Boards of Supervisors of Orange County and Madison County adopted Resolutions consenting to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on May 25, 2021, Orange County and Madison County entered into a Memorandum of Agreement/Withdrawal of Greene County, Virginia from Rapidan Service Authority. This Memorandum of Agreement provided for the governance and operation of RSA after Greene County's withdrawal; and

WHEREAS on June 14, 2022, the participating localities, including Greene County, adopted a Concurrent Resolution Approving a Withdrawal and Transition Agreement for Greene County's Withdrawal from RSA. On the same date, the respective officers of the participating localities signed the Withdrawal and Transition Agreement; and

WHEREAS on June 16, 2022, RSA's Board of Members adopted a Resolution approving the Withdrawal and Transition Agreement; and

WHEREAS on June 30, 2022, RSA's Board of Members adopted a Resolution consenting to Greene County's withdrawal from RSA; and

WHEREAS The Virginia Resources Authority entered into a Consent Agreement with Greene County and RSA dated as of January 1, 2023, agreeing to Greene County's withdrawal from RSA; and

WHEREAS having received The Virginia Resources Authority's consent for the withdrawal, Greene County must seek approval from the SCC to withdraw from RSA; and

WHEREAS the Greene County Board of Supervisor's Chair has executed the SCC Application; and

WHEREAS the Rapidan Service Authority Board has approved the SCC Application and all of its Recitals and Terms and given its chairman authority to execute the Application; and

WHEREAS Greene County has been working with the Virginia Department of Health and the Virginia Department of Environmental Quality to procure the necessary permits; and

WHEREAS upon SCC's approval of the Application and issuance of a Certificate of Withdrawal, Greene County will be ready to procure the needed permits; and

WHEREAS RSA's Greene County Assets as set forth in the Withdrawal and Transition Agreement, need to be transferred to Greene County simultaneously with Greene County's receipt of the permits; and

WHEREAS the transfer of assets will be done through the execution of the following documents:

- Bill of Sale;
- Quitclaim Deed;
- Three Deeds of Easements;
- Assignment of Contracts;
- No Financing Affidavit; and
- Owner's Affidavit and Agreement


NOW, THEREFORE BE IT RESOLVED, that the Rapidan Service Authority Board does hereby approve the Bill of Sale, Quitclaim Deed, Deed of Easement for Greene, the Deed of Easement for Orange, the Deed of Easement for Madison, the Assignment of Contracts, No Financing Affidavit, and the Owner's Affidavit and Agreement attached hereto as Exhibit "1" and all of the Recitals and Terms contained in these documents.

BE IT FURTHER RESOLVED that the Rapidan Service Authority Board authorizes its chairman to execute the Bill of Sale, Quitclaim Deed, Deed of Easement for Greene, the Deed of Easement for Orange, the Deed of Easement for Madison, Assignment of Contracts, No Financing Affidavit, and the Owner's Affidavit and Agreement attached hereto as Exhibit "1" on the "asset transfer date" as defined in Article II Section 2.01 of the Withdrawal and Transition Agreement.

Adopted: March 16, 2023


Lee Frame, Chairman
Rapidan Service Authority

ATTEST:


Tim Clemons, Secretary
Rapidan Service Authority

LEASE AGREEMENT

THIS LEASE (this "Lease") is made effective this _____ day of _____, 2023 (the "Commencement Date"), by and between GREENE COUNTY, a political subdivision of the Commonwealth of Virginia ("Landlord"), and RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia ("Tenant").

WITNESSETH:

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on an "AS IS, WHERE IS" basis, that certain real estate located at 11235 Spotswood Trail, Ruckersville, Virginia 22968, in Greene County, Virginia, together with all buildings and other improvements thereon, including the "administration building" located thereon, as more particularly described as Tax Map Number 50-A-3 (the "Premises"). Except as expressly provided herein, Landlord makes no representations or warranties concerning the condition or fitness of the Premises.

2. **Term.** The term of this Lease (the "Term") shall begin on the Commencement Date and expire on December 31, 2023 (the "Expiration Date"). Tenant shall not have the option to extend the Term beyond the Expiration Date.

3. **Rent.** Tenant shall pay Landlord rent in an aggregate amount equal to One Dollar (\$1.00), which shall be due and payable in advance on the Commencement Date.

4. **Property Taxes.** Tenant acknowledges and agrees that the Premises is exempt from taxation under Section 58.1-3606 of the Code of Virginia (1950). Tenant shall take no actions that would impair such tax-exempt status. In the event Tenant takes any action that would violate this Section 4, Tenant shall promptly pay, at Tenant's sole expense, as and when due, all resulting taxes related to the Premises that may be levied and assessed by any governmental authority upon the Premises and any improvement thereon, including all real estate taxes and assessments.

5. **Utilities and Services.** Tenant shall pay for all utilities provided to the Premises, including, but not limited to, those necessary for heat, ventilation, air conditioning, gas, hot and cold water, electricity, internet, garbage disposal, and sewer services.

6. **Maintenance Responsibilities.** During the Term, Landlord shall be responsible for the repairs and maintenance of the major structural elements of the Premises, including the roof, exterior walls, foundation, HVAC system, plumbing, electrical and mechanical devices. During the Term, Tenant shall be responsible for the repairs and maintenance of the interior of the Premises and outdoor landscaping. Tenant shall take good care of the Premises and shall not do or suffer any waste with respect thereto. Landlord shall promptly make all repairs to the Premises, of every kind and nature, necessary to keep the Premises in good order and condition. Tenant shall keep and maintain all portions of the Premises, including, without limitation, the fixtures and equipment thereof and the bathrooms facilities contained therein, in a clean and orderly condition, free of accumulation of dirt, rubbish, and other obstructions. All damage or injury to the Premises

or any part thereof caused by Tenant or its employees, agents, or invitees, shall be promptly repaired at Tenant's sole cost and expense.

7. **Improvements.** Tenant shall not make any material alterations, additions, or other improvements to the Premises without Landlord's prior written consent. The ownership of any such approved alterations, additions, or improvements shall vest in Landlord at the expiration of this Lease, unless otherwise agreed by Landlord.

8. **Signage.** Within thirty (30) days after the Commencement Date, Tenant shall remove all signage from the Premises that identifies or otherwise references Tenant; provided, that Tenant shall leave the brick sign structure located on the Premises in place and undamaged. Tenant shall not install any additional signage during the Term without Landlord's prior written consent.

9. **Right of Entry.** Landlord and Landlord's agents shall have the right during reasonable hours and upon reasonable prior notice to Tenant to enter the Premises, and upon such notice, Tenant shall permit Landlord, its agents, employees and contractors to enter the Premises and all parts thereof at any reasonable time; provided, that, Landlord shall not unreasonably disrupt Tenant's business operations.

10. **Insurance.** For the duration of the Term, Landlord shall maintain in full force and effect fire and extended coverage insurance on the buildings and improvements on the Premises in amounts as determined by Landlord but not less than the value of the property and improvements shown on the Greene County WebGIS of \$259,300. Tenant shall keep and maintain in full force and effect a policy of insurance on the contents of the building, naming Landlord as an additional insured thereon. Tenant shall maintain in full force and effect a general liability policy insuring both the Landlord and Tenant against the risk of loss due to personal injury or property damage arising from the use of the premises.

11. **Environmental Matters.**

11.1 As used in this Lease: (i) "**Hazardous Wastes**" means all waste materials subject to regulation under the Comprehensive Environmental Response, Compensation, and Liability Act as modified by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or applicable state law and any other applicable federal, state or local laws and their regulations now in force or hereafter enacted relating to hazardous waste disposal; and (ii) "**Toxic Substances**" means and includes any materials present on the Premises which have been shown to have significant adverse effects on human health or which are subject to regulation under the Toxic Substances Control Act, applicable state law, or any other applicable federal, state or local laws now in force or hereafter enacted relating to toxic substances. "Toxic Substances" includes, but is not limited to, asbestos, polychlorinated biphenyls (PCB's), petroleum products, and lead-based paints. All such laws relating to Hazardous Waste disposal and Toxic Substances are collectively referred to herein as "**Environmental Laws**".

11.2 Tenant shall comply in all respects with all Environmental Laws and shall not, without Landlord's prior written consent, permit any activity at or on the Premises that involves, or could involve, (i) the use, manufacture, storage or disposal of Hazardous Wastes or Toxic Substances,

or (ii) the imposition of liability on the Landlord or any other subsequent owner of the Premises or the creation of a lien on the Premises under any Environmental Laws. Tenant shall promptly notify Landlord in the event of the discovery of any Hazardous Wastes or Toxic Substances as the Premises, any spillage or leak of Hazardous Wastes or Toxic Substances, and any violation or potential violation of any Environmental Law at or on the Premises.

12. **Eminent Domain.** If any part of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase in lieu thereof, then Tenant shall have the option to terminate this Lease as of the date that title shall be taken. All compensation awarded or paid in any such eminent domain proceeding shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority.

13. **Default.** In the event either party fails to perform, or violates any of the covenants, conditions, provisions or agreements herein contained when due, and such failure or violation continues for thirty (30) days after written notice thereof from the non-defaulting party (or such longer period of time as may be reasonable under the circumstances), the non-defaulting party shall have the right to terminate this Lease upon at least five (5) days' written notice to the defaulting party. A termination under this Section 14 shall not waive any claim the non-defaulting party has against the defaulting party; and upon any such termination, the non-defaulting party shall, in addition to all other rights and remedies it may have at law or in equity, be entitled to enforce any or all of the defaulting party's obligations hereunder by specific performance and shall be entitled to collect all damages it may incur on account of such default, including, but not limited to, reasonable attorney fees.

14. **No Assignments or Subleases.** Tenant shall not assign, mortgage or in any manner transfer this Lease or any estate or interest herein or permit any such assignment or transfer to occur by operation of law or otherwise sublet the Premises or any part thereof without the prior written consent of Landlord.

15. **Surrender.** Upon the expiration of this Lease, Tenant shall surrender the Premises broom clean, in good order and condition, and in substantially the same condition as leased to Tenant on the Commencement Date, normal wear and tear and damage due to acts of God excepted, subject to requirements of Section 7 above.

16. **Notices.** All notices, demands, requests and other instruments that are required or may be given under this Lease or the law, shall be given by US. mail, postage prepaid, registered, or certified, return receipt requested, properly addressed at the addresses set forth below with sufficient postage prepaid.

17. **Governing Law.** All of the terms hereof shall be governed and construed by the laws of the Commonwealth of Virginia.

18. **Entire Agreement; Waivers.** This Lease forms the entire agreement between Landlord and Tenant and supersedes all prior agreements with respect to the subject matter herein

and no provision hereof shall be altered, waived, amended, or extended, except in a writing signed by both parties. No Party shall be considered to have waived any of the rights, covenants, or conditions of this Lease unless evidenced by its written waiver and the waiver of one default or right shall not constitute the waiver of any other.

19. **Severability**. If any term or provision of this Lease is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction.

20. **Survival**. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term hereof until fully performed or waived in writing by Landlord.

21. **Counterparts**. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same agreement. A signed copy of this Lease delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written above.

LANDLORD:

Greene County

By: _____

Name: _____

Title: _____

Address for Notices:

TENANT:

Rapidan Service Authority

By: _____

Name: _____

Title: _____

Address for Notices:

Approved as to form: _____

County Attorney

**Rapidan Service Authority
April 20, 2023 Meeting
Lease**

RESOLUTION

**A RESOLUTION APPROVING THE LEASE FOR RAPIDAN SERVICE AUTHORITY
AND GRANTING AUTHORITY TO THE RAPIDAN SERVICE AUTHORITY
CHAIRMAN TO ENDORSE SAID LEASE**

WHEREAS Rapidan Service Authority (“RSA”) is an authority established and operating under the Virginia Water and Waste Authorities Act, Virginia Code § 15.2-5100 et seq. Greene County and the Counties of Orange and Madison are participating localities of RSA pursuant to §15.2-5102. RSA was created by concurrent resolutions adopted in June, 1969; and

WHEREAS on July 28, 2020, the Board of Supervisors of Greene County adopted a Resolution calling for the Boards of Supervisors of Orange County and Madison County to consent to Greene County's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on April 5, 2021, the Board of Supervisors of Greene County adopted its Second Resolution calling for the Boards of Supervisors of Orange County and Madison County to consent to Greene County’s withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on April 13, 2021, the Boards of Supervisors of Orange County and Madison County adopted Resolutions consenting to Greene County’s withdrawal from RSA pursuant to Va. Code § 15.2-5112(B); and

WHEREAS on May 25, 2021, Orange County and Madison County entered into a Memorandum of Agreement/Withdrawal of Greene County, Virginia from Rapidan Service Authority. This Memorandum of Agreement provided for the governance and operation of RSA after Greene County's withdrawal; and

WHEREAS on June 14, 2022, the participating localities, including Greene County, adopted a Concurrent Resolution Approving a Withdrawal and Transition Agreement for Greene County’s Withdrawal from RSA. On the same date, the respective officers of the participating localities signed the Withdrawal and Transition Agreement; and

WHEREAS on June 16, 2022, RSA’s Board of Members adopted a Resolution approving the Withdrawal and Transition Agreement; and

WHEREAS, on June 30, 2022, RSA’s Board of Members adopted a Resolution consenting to Greene County’s withdrawal from RSA; and

WHEREAS Section 2.01(d) of the Withdrawal and Transition Agreement provides that “After the Asset Transfer Date, Greene shall lease the administration building and grounds on Route 33 to RSA through December 31, 2023, for rent of \$1.00.” Pursuant to the provisions of

Section 2.01(d) of the Withdrawal and Transition Agreement, a lease has been prepared and approved by Greene County. A copy of the approved lease is attached hereto as Exhibit “1.” Greene County has agreed to execute the lease upon transfer of the assets; and

WHEREAS The Virginia Resources Authority entered into a Consent Agreement with Greene County and RSA dated as of January 1, 2023, agreeing to Greene County’s withdrawal from RSA; and

WHEREAS Greene County has submitted the SCC Application to the SCC requesting issuance of a Certificate of Withdrawal; and

WHEREAS Greene County has been working with the Virginia Department of Health and the Virginia Department of Environmental Quality to procure the necessary permits; and

WHEREAS upon SCC’s approval of the Application and issuance of a Certificate of Withdrawal, Greene County will be ready to procure the needed permits; and

WHEREAS RSA’s Greene County Assets as set forth in the Withdrawal and Transition Agreement, need to be transferred to Greene County simultaneously with Greene County’s receipt of the permits; and

WHEREAS RSA will need an executed lease once the assets including the administration building are transferred to Greene County.

WHEREAS RSA gives its approval to the terms of the Lease attached hereto as Exhibit “1,”

NOW, THEREFORE BE IT RESOLVED, that the Rapidan Service Authority Board does hereby approve the Lease attached hereto as Exhibit “1” and all of its Recitals and Terms.

BE IT FURTHER RESOLVED that the Rapidan Service Authority Board authorizes its chairman to execute the lease attached hereto as Exhibit “1” after the lease is signed by Greene County and upon the “asset transfer date” as defined in Article II Section 2.01 of the Withdrawal and Transition Agreement.

Adopted: April 20, 2023

Lee Frame, Chairman
Rapidan Service Authority

ATTEST:

Tim Clemons, Secretary
Rapidan Service Authority

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