



**RAPIDAN SERVICE AUTHORITY
BOARD OF MEMBERS AGENDA
16-Mar-23**

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**NOTE: MEETING TO BE HELD AT THE ORANGE COUNTY AIRPORT, AT 2:00 PM.
11275 AVIATION WAY, ORANGE, VA 22960**

A regular meeting of the Board of Members of Rapidan Service Authority was held on February 16, 2023 at the Madison County Administration Building.

The meeting was called to order at 2:00 PM. A quorum was established followed by the Pledge of Allegiance.

Present: Members: Bowman, Coppage, Frame, Martin
Clay Jackson attended in place of Mr. Yowell.

Staff: GM Clemons, DO Jarrell, DA Gaskins, Terry Lynn, RSA Attorney

Visitors: Jonathan Weakly, Media

Prior to adopting the agenda, the Chairman noted that the Greene County VRA Consent Agreement under agenda item 7D, includes a resolution, not included in the original agenda package, for the Board's consideration. The General Manager has placed this resolution, to be added to the agenda, at each of the Board member's seating location. The amended agenda for the meeting was adopted on a motion by Bowman, seconded by Coppage and approved unanimously on a voice vote.

On a motion made by Bowman, seconded by Martin, the minutes of the January 19, 2023 Board meeting were approved 4-0 on a voice vote with Mr. Jackson abstaining.

There was no old business. During the opportunity for public comment, Mr. Weakley asked if the required public comment opportunity for the Madison wastewater permit modification was now past. It is and the permit has been issued. RSA is currently focusing its energies on the Madison water system upgrade, however, as there is a funding deadline associated with the project.

There was a request from a Greene County customer for relief on his water bill, which greatly increased for no known reason. On a motion by Coppage, seconded by Martin, the Board unanimously voted by a voice vote to uphold current RSA policy which does not permit the waiver of charges in this situation.

The Board then discussed the Greene County VRA Consent Agreement. Attorney Lynn noted that the resolution being presented today is very slightly modified from the original version sent to her by Greene County and is now ready for consideration by the RSA Board. Greene County has signed the agreement and once RSA has done so, it will be forwarded to the Virginia Resources Authority for signature. After that is complete, it will be submitted to Orange and Madison Counties for signature, as seen. Mr. Bowman indicated that Greene County is nearly ready to begin operations and should give the 14-day countdown notice within the next 30 days. On a motion by Bowman, seconded by Coppage, the Board unanimously passed the agreement on a rollcall vote.

The Board then considered the acceptance of Four Seasons Phase 2B into the RSA water/sewer systems. GM Clemons pointed out that this would eventually be transferred to Greene County when the withdrawal is complete, but that current Board policy requires official Board acceptance of any developments greater than 15 units. On a motion by Martin, seconded by Bowman, the

Board unanimously approved the acceptance of Four Seasons Phase 2B into the RSA system on a voice vote.

GM Clemons reported that construction is continuing on the Wilderness water plant upgrade and that work has started on the Madison water treatment plant. Additionally, RSA is preparing for its annual audit.

Attorney Lynn reported that many of the documents associated with the withdrawal are now in final form. The one item still being worked on is the easement transfer and, more particularly, the schedule of that. Greene County's legal counsel is still looking for a description of the Madison line and Kelley Kemp is drafting an agreement regarding the Eheart property.

As there was no further business to be brought before the Board, Bowman made a motion, seconded by Martin, that the meeting be adjourned. The motion passed on a unanimous voice vote at 2:10 PM.

Subsequent to the meeting it was discovered that a paragraph had dropped from the VRA Consent Agreement. The General Manager communicated with each Board member that had attended the February, 2023 meeting and each gave their written approval for the Chairman executing a complete Consent Agreement (attached).

Chairman

**Rapidan Service Authority
February 16, 2023 Meeting
Consent Agreement with VRA**

RESOLUTION

**A RESOLUTION APPROVING THE CONSENT AGREEMENT WITH VIRGINIA
RESOURCE AUTHORITY AND GRANTING AUTHORITY TO THE RAPIDAN
SERVICE AUTHORITY CHAIRMAN TO ENDORSE SAID CONSENT AGREEMENT**

WHEREAS, Rapidan Service Authority ("RSA") is an authority established and operating under the Virginia Water and Waste Authority's Act, Virginia Code § 15.2-5100 *et seq.* Greene County and the Counties of Orange and Madison are member counties of RSA pursuant to § 15.2-5102 and 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 Board of Supervisors of Orange and Madison to consent to Greene's withdrawal from RSA pursuant to Va. Code § 15.2-5112; and

WHEREAS, on April 13, 2021, the Orange Board of Supervisors and the Madison Board of Supervisors each adopted resolutions consenting to Greene's withdrawal from RSA pursuant to Va. Code § 15.2-5112; 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 providing for the governance and operation of RSA after Greene's withdrawal; and

WHEREAS, in a letter dated October 29, 2021, Virginia Resource Authority ("VRA") conditionally consented to the withdrawal of Greene County from RSA under certain conditions; and

WHEREAS, on June 14, 2022, Greene County, Orange County, Madison County, and on June 16, 2022, RSA entered into a Withdrawal and Transition Agreement setting forth the terms and conditions by which Greene County will withdraw from RSA, including but not limited to the transfer of facilities and equipment from RSA to Greene County and the transition of water and sewer services for the residents of Greene County; and

WHEREAS, one of the conditions of the Withdrawal Agreement is that Greene will submit a request to VRA for final approval of Greene's withdrawal from RSA and Greene shall provide evidence reasonably satisfactory to confirm VRA's final approval of the withdrawal; and

WHEREAS, Greene County has represented by resolution executed on January 24, 2023, that it has met the terms of VRA's conditional approval of withdrawal, including but not limited to, establishing a water and sewer department, hiring water and sewer operators, and drafting and passing a water and sewer ordinance including a rate structure; and

WHEREAS, Greene County in that same January 24, 2023 resolution, represented that it has completed substantial parts of the withdrawal process and is prepared to complete said process by drafting deeds for the transfer of land, is ready to request a Certificate of Withdrawal from the State Corporation Commission and is ready to receive a transfer of all water and wastewater permits issued by the Department of Health and the Virginia Department of Environmental Quality once it is appropriate to do so; and

WHEREAS, Greene County, in that same January 24, 2023 resolution, represented that once it is appropriate, Greene County will request that VRA give final approval to the Consent Agreement drafted by VRA based on Greene County's demonstrated preparedness to withdraw from RSA and assume all responsibilities associated with running a water and sewer system; and

WHEREAS, on January 24, 2023 the Greene County Board passed a Resolution giving its Chair authority to sign the Consent Agreement attached hereto as Exhibit "A;" and

WHEREAS, based on the representations in the January 24, 2023 resolution of Greene County, Rapidan Service Authority gives its support for the VRA Consent Agreement.

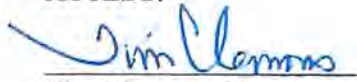
NOW, THEREFORE BE IT RESOLVED, that the Rapidan Service Authority Board does hereby approve the Consent Agreement attached hereto as Exhibit A and all of its Recitals and Terms.

BE IT FURTHER RESOLVED that the Rapidan Service Authority Board authorizes its chairman to execute the VRA Consent Agreement attached hereto as Exhibit "A."

Adopted: February 16, 2023


Lee Frame, Chairman
Rapidan Service Authority

ATTEST:


Tim Clemons, Secretary
Rapidan Service Authority

M:\Rapidan Service Authority\Greene Withdrawal\RSA Resolution Re VRA Consent Agreement\Docx

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, dated as of January 1, 2023 (this "Agreement"), is entered into by and among the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), the RAPIDAN SERVICE AUTHORITY, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia ("RSA"), and the COUNTY OF GREENE, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Greene" and together with VRA and RSA, the "Parties").

RECITALS

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

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

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

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

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

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

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

H. On April 13, 2021, the Orange Board of Supervisors and the Madison Board of Supervisors each adopted resolutions consenting to Greene's withdrawal from RSA pursuant to Va. Code § 15.2-5112;

I. In a letter dated October 29, 2021 and attached hereto as Exhibit A (the "VRA Letter"), VRA conditionally consented to the withdrawal of Greene from RSA under certain conditions set forth in the VRA Letter;

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

K. On June 14, 2022, Greene, Orange, Madison, and RSA entered into a Withdrawal and Transition Agreement (the "Withdrawal Agreement") setting forth the terms and conditions by which Greene will withdraw from RSA, including but not limited to the transfer of facilities and equipment from RSA to Greene and the transition of water and sewer services for the residents of Greene;

L. One of the conditions of the Withdrawal Agreement is that Greene will submit a request to VRA for final approval of Greene's withdrawal from RSA and Greene shall provide evidence reasonably satisfactory to confirm VRA's final approval of the withdrawal.

TERMS

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

ARTICLE I. CONDITIONAL APPROVAL AND CONSENT.

1.01 VRA represents that it has received evidence satisfactory to it that RSA and Greene have satisfied all of the conditions set forth in the VRA Letter except evidence of (i) the final transfer of related water and wastewater permits from RSA to Greene by the Virginia Department of Health and the Virginia Department of Environmental Quality, as necessary; (ii) the issuance of a Certificate of Withdrawal from the Virginia State Corporation Commission; (iii) the dismissal of all litigation between Greene and RSA regarding Greene's withdrawal and related utility matters; and (iv) the payment by Greene of VRA's legal fees associated with the documentation and review associated with the withdrawal from RSA (the "VRA Legal Fees").

1.02 RSA and Greene hereby request VRA's final approval of and consent to Greene's withdrawal from RSA, as required by Section 1.02(c) of the Withdrawal Agreement and Va. Code § 15.2-5112. VRA hereby approves of and consents to the withdrawal of Greene conditioned upon: (i) VRA's receipt of evidence satisfactory to VRA of final transfer of related water and wastewater permits from RSA to Greene by the Virginia Department of Health and the Virginia Department of Environmental Quality by no later than March 31, 2023; (ii) VRA's receipt of a copy of the Certificate of Withdrawal from the Virginia State Corporation Commission by no later than March 31, 2023; (iii) VRA's receipt of evidence of compliance with Section 6.04 of the Withdrawal Agreement by each of the parties to the Withdrawal Agreement by no later than March 31, 2023; and (iv) VRA's receipt by no later than January 31, 2023, from Greene of funds in the amount of \$88,500 to pay or reimburse VRA for its payment of the VRA Legal Fees.

It is agreed by the Parties that (i) through (iv) of the preceding paragraph are conditions subsequent and if any of the conditions are not met VRA's approval and consent shall be no longer effective. The Executive Director of VRA may amend, waive or extend the deadline to meet any of the conditions subsequent by letter addressed to Greene and RSA.

ARTICLE II. REPRESENTATIONS. RSA and Greene each represent and warrant to VRA that:

2.01 The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by existing board resolutions or other necessary corporate action and are not in contravention of any statute, law or regulation applicable to RSA or Greene, or of any material terms of any instrument, document, agreement or undertaking to which it is a party or by which it is bound.

2.02 This Agreement is the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

2.03 After giving effect to the agreements contained herein, the representations and warranties contained in Article IV of the Withdrawal Agreement are true and correct in all material respects on and as of the date hereof with the same force and effect as if made on and as of the date hereof (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

2.04 Immediately before and after giving effect to the consents, waivers and other agreements contained herein, no Default or Event of Default exists or has occurred and is continuing on the date hereof.

2.05 RSA represents that VRA is the only holder of RSA bonds pursuant to Va. Code § 15.2-5112A.

2.06. The terms and conditions of RSA and Greene's respective outstanding debt remain in full force and effect.

ARTICLE III. MISCELLANEOUS.

3.01 Except as expressly amended hereby, each of the parties to this Agreement agrees that the Withdrawal Agreement is ratified and confirmed and shall remain in full force and effect in accordance with their terms and that they are not aware of any set off, counterclaim, defense or other claim or dispute with respect to any of the foregoing. Nothing herein shall be deemed to entitle any party to this Agreement to any future consent to, or waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Withdrawal Agreement.

3.02 This Agreement may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

3.03 The governing law, jurisdiction, and waiver of jury trial provisions set forth in Sections 8.06, 8.07 and 8.08 of the Withdrawal Agreement are hereby incorporated by reference, *mutatis mutandis*.

3.04 If VRA is named the defendant in or becomes subject to any proceeding, action, suit, complaint, claim or counterclaim, whether judicial or administrative in nature, in any way connected to Greene's withdrawal from RSA (a "Legal Action"), Greene will, to the extent permitted by law and from legally available and appropriated funds, pay or provide for the payment of any and all of VRA's losses, damages, judgments, liabilities, amounts paid in settlement, fines, penalties, litigation costs, fees and expenses, including without limitation the reasonable fees and expenses of VRA's attorneys and financial advisors, of whatever kind or nature incurred in or arising from the Legal Action or defending itself in the Legal Action.

3.05 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIRGINIA RESOURCES AUTHORITY

By: _____
Name: Shawn B. Crumlish
Title: Executive Director

RAPIDAN SERVICE AUTHORITY

By: Lee Frame
Name: Lee Frame
Title: Chair, Rapidan Service Authority
Board of Directors

COUNTY OF GREENE, VIRGINIA

By: Dale Herring
Name: Dale Herring
Title: Chair, Greene County Board
of Supervisors

Receipt Acknowledged:

COUNTY OF MADISON, VIRGINIA

By: _____
Name: _____
Title: _____

COUNTY OF ORANGE, VIRGINIA

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CONSENT AGREEMENT]

EXHIBIT A

VRA Letter

(attached)

**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

M:\Rapidan Service Authority\Greene Withdrawal\RSA Resolution Re SCC Application.Docx

Exhibit 1

**COMMONWEALTH OF VIRGINIA
BEFORE THE
STATE CORPORATION COMMISSION**

APPLICATION OF GREENE COUNTY,)
VIRGINIA AND THE BOARD OF)
SUPERVISORS OF GREENE COUNTY,)
VIRGINIA)

CASE NO. _____

To Withdraw from Rapidan Service)
Authority Pursuant to Va. Code § 15.2-5112)

APPLICATION

**APPLICATION OF GREENE COUNTY, VIRGINIA AND
THE BOARD OF SUPERVISORS OF GREENE COUNTY, VIRGINIA**

TABLE OF CONTENTS

I. APPLICATION

II. EXHIBITS AND ATTACHMENTS

Exhibit A	July 28, 2020 Resolution of the Board of Supervisors of Greene County
Exhibit B	April 5, 2021 Resolution of the Board of Supervisors of Greene County
Exhibit C	April 13, 2021 Resolution of the Board of Supervisors of Orange County
Exhibit D	April 13, 2021 Resolution of the Board of Supervisors of Madison County
Exhibit E	May 25, 2021 Memorandum of Agreement/Withdrawal of Greene County, Virginia from Rapidan Service Authority
Exhibit F	December 14, 2021, December 21, 2021, and August 23, 2022 Concurrent Resolution of the Boards of Supervisors of Orange County, Madison County, and Greene County, Virginia, Amending the Articles of Incorporation of Rapidan Service Authority.
Exhibit G	June 14, 2022 Concurrent Resolution of the Boards of Supervisors of Greene County, Orange County, and Madison County and the signed Withdrawal and Transition Agreement
Exhibit H	June 16, 2022 Resolution of Rapidan Service Authority Board of Members
Exhibit I	June 30, 2022 Resolution of Rapidan Service Authority Board of Members
Exhibit J	July 26, 2022 Resolution of the Board of Supervisors of Greene County
Exhibit K	July 26, 2022 and September 27, 2022 Resolutions of the Board of Supervisors of Madison County
Exhibit L	August 9, 2022 Resolution of the Board of Supervisors of Orange County
Exhibit M	Virginia Resources Authority Consent Agreement, dated as of January 1, 2023.

VIRGINIA:

IN THE VIRGINIA STATE CORPORATION COMMISSION

APPLICATION OF GREENE COUNTY,)
VIRGINIA AND THE BOARD OF SUPERVIORS)
OF GREENE COUNTY, VIRGINIA)
To Withdraw from Rapidan Service)
Authority Pursuant to Va. Code § 15.2-5112)

CASE NO. _____

APPLICATION

Greene County, Virginia and the Board of Supervisors of Greene County (collectively “Greene County”) by counsel, pursuant to Va. Code § 15.2-5112, submits this Application to Withdraw from Rapidan Service Authority (“RSA”). The State Corporation Commission should approve this Application and issue to Greene County a certificate of withdrawal from RSA pursuant to Va. Code § 15.2-5112(E). This Application, with the accompanying Exhibits, establishes that Greene County and RSA, with the other participating localities in RSA (Orange County and Madison County), have complied with the provisions of § 15.2-5112 with respect to Greene County’s withdrawal from RSA. The Virginia Resources Authority, as the sole holder of bonds issued by RSA, has consented to Greene’s withdrawal from RSA. In support of this Application, Greene County states as follows:

I. Background

RSA is an authority established and operating under the Virginia Water and Waste Authorities Act, § 15.2-5100 et seq. (the “Act”). Greene County, Orange County, Virginia (“Orange County”) and Madison County, Virginia (“Madison County”) are participating localities

of RSA pursuant to § 15.2-5102. RSA was created by concurrent resolutions adopted in June, 1969.

RSA's responsibility in its geographical area is the provision of water, sewer and solid waste services. RSA provides service to over 8,500 homes and businesses through approximately 329 miles of water and sewer mains along with eight water and wastewater plants within its service area. In Greene County, water service is available in and around the Ruckersville and Stanardsville areas and sewer service is provided in the Town of Stanardsville and the surrounding area as well as the commercial area of Route 29 in Ruckersville.

RSA is managed by a Board of Members made up of six members with two members from each participating locality appointed by the respective Boards of Supervisors.

II. Greene County's Request to Withdraw

A. Greene County's Resolutions Requesting to Withdraw

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's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B). A copy of this Resolution is attached as **Exhibit A**.

On April 5, 2021, the Board of Supervisors of Greene County adopted its Second Resolution calling for the Boards of Supervisors of Orange and Madison to consent to Greene's withdrawal from RSA pursuant to Va. Code § 15.2-5112(B). A copy of this Resolution is attached as **Exhibit B**.

B. Orange County and Madison County Consent Resolutions

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. Copies of these Resolutions are attached as **Exhibits C** and **D**. On May 25, 2021, Orange County and Madison County entered into a Memorandum of Agreement/Withdrawal of Greene County, Virginia from RSA. A copy of this Memorandum of Agreement is attached as **Exhibit E**. This Memorandum of Agreement provides for the governance and operation of RSA after Greene's withdrawal.

On December 14, 2021, December 21, 2021 and August 23, 2022, the Boards of Supervisors of Greene County, Orange County and Madison County adopted a Concurrent Resolution Amending the Articles of Incorporation of Rapidan Service Authority. A copy of this Resolution is attached as **Exhibit F**.

C. Approval of Withdrawal and Transition Agreement

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. Copies of the Concurrent Resolution and the Agreement are attached as **Exhibit G**.

On June 16, 2022, RSA's Board of Members adopted a Resolution approving the Withdrawal and Transition Agreement. A copy of the Resolution is attached as **Exhibit H**.

D. Consent Resolutions

On June 30, 2022, RSA's Board of Members adopted a Resolution consenting to Greene County's withdrawal from RSA. A copy of this Resolution is attached as **Exhibit I**.

Pursuant to Va. Code § 15.2-5112(D), the governing bodies of RSA's participating localities advertised and held public hearings in accordance with Va. Code § 15.2-5104 on the Withdrawal and Transition Agreement. On July 26, 2022, the Greene County Board of Supervisors

adopted a Resolution approving Greene County's withdrawal from RSA. A copy of this Resolution is attached as **Exhibit J**. On July 26, 2022 and September 27, 2022, the Madison County Board of Supervisors adopted Resolutions approving Greene County's withdrawal from RSA. A copy of these Resolutions are attached as **Exhibit K**. On August 9, 2027, the Orange County Board of Supervisors adopted a Resolution approving Greene County's withdrawal from RSA. A copy of this Resolution is attached as **Exhibit L**.

E. Virginia Resources Authority Consent

The Virginia Resources Authority entered into a Consent Agreement with Greene County and RSA (the "VRA Consent Agreement"), dated as of January 1, 2023. Pursuant to the VRA Consent Agreement, the Virginia Resources Authority, as the sole holder of bonds issued by RSA, consented to Greene County's withdrawal from RSA. Orange County and Madison County have acknowledged receipt of the VRA Consent Agreement. A copy of the VRA Consent Agreement is attached as **Exhibit M**.

III. Request for Commission Approval

Applicant Greene County respectfully requests, pursuant to Va. Code § 15.2-5112, that the Commission approve Greene County's withdrawal from RSA.

IV. Statutory Standard

Va. Code § 15.2-5112(E) provides that:

If the State Corporation Commission finds that the application conforms to law, it shall approve the application. When all proper fees and charges have been paid, it shall file the approved application and issue to the applicant a certificate of withdrawal or a certificate of joinder, whichever applies, attached to a copy of the approved application. The withdrawal or joinder shall become effective upon the issuing of such certificate.

This Application and the accompanying Exhibits establish that the Application conforms to the requirements of § 15.2-5112 for the withdrawal of Greene County from RSA.

WHEREFORE, for the reasons set forth in this Application, Greene County requests that the State Corporation Commission find that this Application conforms to law and approve the application pursuant to § 15.2-5112(E). Greene County further requests that the Commission issue a certificate of withdrawal to Greene County.

Respectfully Requested,

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

By: _____
Of Counsel

Gregory D. Habeeb (VSB No. 46926)
GENTRY LOCKE ATTORNEYS
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Gregory J. Haley (VSB No. 23971)
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Roanoke, Virginia 24022
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Fax: (540) 983-9400
Email: haley@gentrylocke.com

*Counsel for Greene County, Virginia
and the Board of Supervisors of
Greene County, Virginia*

By: DL Herring

Name: Dale Herring

Its: Chairman

ATTEST: Kimberly L. Morris

(SEAL)

Brenda L. Garton
Clerk, Board of Supervisors of
Greene County, Virginia

JOINED BY:

RAPIDAN SERVICE AUTHORITY
BOARD OF MEMBERS

By: _____

Name: _____

Its: _____

ATTEST:

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true copy of the foregoing was mailed by email and by first-class mail, postage prepaid on March __, 2023 to:

Stefan M. Calos, Esq.
Sands Anderson
1111 E. Main Street, Suite 2400
Richmond, VA 23219
Email: scalos@sandsanderson.com

sryan@sandsanderson.com
Counsel for Orange County

Sean D. Gregg, Esq.
County Attorney
Madison County
111 E. Main Street
Orange, VA 22960
Email: sgregg@johnstongregg.com
County Attorney for Madison County

Terry Lynn, Esq.
Law Offices of Terry Lynn PLLC
P.O. Box 374
Earlysville, VA 22936
Email: terry@terrylynnlaw.com; tlassist@terrylynnlaw.com
Counsel for Rapidan Service Authority

Exhibit A

**RESOLUTION CALLING FOR THE UNANIMOUS CONSENT OF
ORANGE AND MADISON COUNTIES TO THE WITHDRAWAL OF
GREENE COUNTY FROM THE RAPIDAN SERVICE AUTHORITY (RSA)
PURSUANT TO VA. CODE §15.2-5112**

WHEREAS, on June 17, 1969 the counties of Greene, Orange and Madison formed the Rapidan Service Authority ("RSA") in compliance with the Virginia Water and Waste Authorities Act and

WHEREAS, the original purpose in forming RSA was for the acquisition, construction, operation and maintenance of water transmission for certain parts of Orange County, Greene County and Madison County; and

WHEREAS, RSA was also specifically formed in part for the express purposes of "the acquisition, construction, operation and maintenance of water supply and treatment facilities plus a water transmission, storage and distribution system in Greene County that will supply, treat and transmit water from a water impoundment site near Stanardsville..."; and

WHEREAS, RSA is governed by a Board of Members consisting of six (6) total members, two (2) of which are appointed by the Board of Supervisors of each of the member Counties; and

WHEREAS, historically RSA has kept the operations, revenues and debts of RSA in a segregated manner with respect to each member County; and

WHEREAS, historically the Board of Members of RSA has voted in support of various projects within each of the three (3) Counties as each member County's appointed Members have requested or recommended, and the Board Members have deferred to the determination of each County as to its needs; and

WHEREAS, historically RSA Board of Members have not sought to impose their will or determine the needs, fees, expenses, infrastructure or development actions or priorities in the other member Counties; and

WHEREAS, historically, each member County's elected Board of Supervisors has been able to trust that their appointed Members to the RSA Board would be respected and deferred to, in order that the plans, priorities, decisions, and directives of each member County Board of Supervisors would be dutifully advanced by RSA for the benefit of their respective County; and

WHEREAS, Greene County has experienced a large growth in its population and has increasing needs for water that RSA is unwilling or incapable of providing; and

WHEREAS, in 2005 RSA and Greene County entered into a "Water System Ownership and Management Agreement" ("2005 Agreement"); and

WHEREAS, Greene County assumed a portion of RSA's debt as part of the consideration on the 2005 Agreement; and

WHEREAS, pursuant to the 2005 Agreement, Greene County would collect water availability fees for the Ruckersville Water System, which money would be used to help pay debt service, and for new infrastructure; and

WHEREAS, on September 9, 2014, the 2005 Agreement was amended whereby RSA agreed to charge a "water system facility fee" and pay said fee to Greene County to be used for (1) debt service for debt incurred by the County, (2) debt service on the RSA debt Greene County assumed and (3) new water facilities "as determined by the County."; and

WHEREAS, pursuant to the 2014 amendment RSA began collecting a facility fee on behalf of the County as required by the 2014 Amendment; and

WHEREAS, the Greene County Board of Supervisors asked RSA to raise the facility fee in 2020 pursuant to Greene County's financing plan for managing the County's existing and anticipated debt service and infrastructure improvements costs, and to ensure payment of debt assumed from RSA by Greene County, and including funding a water impoundment for which Greene County has already spent \$11 million; and

WHEREAS, on July 16, 2020 the RSA Board, led by the Members of Orange and Madison Counties broke from the historical practices of the RSA Board of Members, disregarded the arguments and wishes of the Greene County Members on the Board, and took the unprecedented step of determining for Greene County what was best for its citizens; and

WHEREAS, on July 16, 2020 the appointed RSA Board Members from Orange County and Madison County failed to even meaningfully consult with the Greene County Members before making significant decisions affecting only Greene County, nor did the Orange and Madison Board Members properly inform their Greene County counterparts of the actions they planned to take; and

WHEREAS, on July 16, 2020 by a vote made by the Orange and Madison County Members, without any consideration to the desires of Greene County or the stated concerns of Greene County's Members on the RSA Board, did vote to unilaterally breach the 2005 Agreement by ordering that all water availability fees would be paid directly to RSA; and

WHEREAS, on July 16, 2020 by a vote made by the Orange and Madison County Members, without any consideration to the desires of Greene County or the stated concerns of Greene County's Members on the RSA Board, voted to unilaterally breach the 2014 Amendment stating that it would no longer collect facility fees as mandated by the 2014 Amendment; and

WHEREAS, on July 16, 2020 RSA did issue a press release, without any consultation or authorization from the Greene County Members, and did falsely state that the 2005 Agreement required Greene County to "build White Run Reservoir Project, water treatment facility, and other improvements" by 2008. This is a false statement verifiable as such by reading the 2005 Agreement; and

WHEREAS, it has become clear that RSA no longer wishes to fulfil its mission with respect to the citizens of Greene County; and

WHEREAS, it has become clear that the RSA Members from Orange County and Madison County intend to make all determinations as to what they believe is best for the citizens and taxpayers of Greene County in place of the Greene County Board of Supervisors; and

WHEREAS, the Board of Supervisors of Greene County does not believe it is in the best interests of the citizens of Greene County, to have Orange County and Madison County RSA Board Members ignore our adopted plans and priorities, disregard our vision for and investments in our community, and make decisions in our place to control our water infrastructure and supplies, especially since those Members have zero accountability to the citizens of Greene County; and

WHEREAS, the Board of Supervisors of Greene County has lost confidence in RSA's ability to properly, equitably, and fairly, address or provide for the future water needs of Greene County; and

WHEREAS, the Board of Supervisors of Greene County has lost all confidence that RSA can be trusted to provide any loyalty or faithfulness to Greene County;

NOW THEREFORE BE IT RESOLVED that pursuant to Virginia Code §15.2-5112(B), the Board of Supervisors of Greene County does hereby signify its desire to withdraw from RSA.

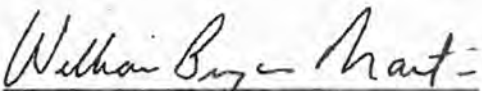
IT IS FURTHER RESOLVED that pursuant to Virginia Code §15.2-5112(A), the Board of Supervisors of Greene County does hereby call upon the Board of Supervisors of Orange County and the Board of Supervisors of Madison County to consent to the withdrawal from RSA.

IT IS FURTHER RESOLVED that if an amicable and agreed-upon withdrawal from RSA is denied by Orange County and Madison County, the County Attorney for Greene County shall file all necessary legal proceedings to enforce the breaches of contract referenced above, and shall take such additional legal action as necessary to force RSA to comply with its contractual and legal obligations to the Greene County Board of Supervisors and to the citizens of Greene County.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON JULY 28, 2020

Motion: Steve Bowman
Second: Dale Herring

Votes:
Martin: Yes
Durrer: Yes
Bowman: Yes
Herring: Yes
Lamb: Yes


William Bryan Martin, Chair
Greene County Board of Supervisors

ATTEST:



Mark B. Taylor, Clerk
Greene County Board of Supervisors

Exhibit B

**SECOND RESOLUTION CALLING FOR THE UNANIMOUS CONSENT
OF ORANGE AND MADISON COUNTIES TO THE WITHDRAWAL OF
GREENE COUNTY FROM THE RAPIDAN SERVICE AUTHORITY (RSA)
PURSUANT TO VA. CODE §15.2-5112**

WHEREAS, on June 17, 1969 the counties of Greene, Orange and Madison formed the Rapidan Service Authority ("RSA") in compliance with the Virginia Water and Waste Authorities Act; and

WHEREAS, the original purpose in forming RSA was for the acquisition, construction, operation and maintenance of water transmission for certain parts of Orange County, Greene County and Madison County; and

WHEREAS, RSA was also specifically formed in part for the express purposes of "the acquisition, construction, operation and maintenance of water supply and treatment facilities plus a water transmission, storage and distribution system in Greene County that will supply, treat and transmit water from a water impoundment site near Stanardsville..."; and

WHEREAS, RSA is governed by a Board of Members consisting of six (6) total members, two (2) of which are appointed by the Board of Supervisors of each of the member Counties; and

WHEREAS, historically RSA has kept the operations, revenues and debts of RSA in a segregated manner with respect to each member County; and

WHEREAS, historically the RSA Board of Members has voted in support of various projects within each of the three (3) Counties as each member County's appointed Members have requested or recommended, and the Board Members has deferred to the determinations of each County as to its individual needs; and

WHEREAS, historically the RSA Board of Members has deferred to each of the three (3) member Counties on all matters relating to the needs, fees, expenses, infrastructure or development actions or priorities within or pertaining to their County; and

WHEREAS, historically, each member County's elected Board of Supervisors has understood that their appointed Members on the RSA Board would be listened to and deferred to, in order that the plans, priorities, decisions, and directives of each member County Board of Supervisors would be advanced by RSA for the benefit of their respective County; and

WHEREAS, Greene County has experienced much growth in its population and has increasing needs for water, and the methods and strategies for meeting such needs have become matters of disagreement between Greene County and RSA; and

WHEREAS, in 2005 RSA and Greene County entered into a "Water System Ownership and Management Agreement" ("2005 Agreement"); and

WHEREAS, Greene County assumed a portion of RSA's debt as part of the consideration on the 2005 Agreement; and

WHEREAS, pursuant to the 2005 Agreement, Greene County would collect water availability fees for the Ruckersville Water System, which money would be used to help pay debt service, and for new infrastructure; and

WHEREAS, on September 9, 2014, the 2005 Agreement was amended whereby RSA agreed to charge a "water system facility fee" and pay said fee to Greene County to be used for (1) debt service for debt incurred by the County, (2) debt service on the RSA debt Greene County assumed and (3) new water facilities "as determined by the County." ("2014 Amendment"); and

WHEREAS, pursuant to the 2014 Amendment RSA began collecting a facility fee on behalf of Greene County and shared the facility fee revenue with Greene County; and

WHEREAS, the Greene County Board of Supervisors asked RSA to raise the facility fee in 2020 pursuant to Greene County's financing plan to ensure payment of debt Greene County assumed from RSA and to include funding a water impoundment for which Greene County has already spent more than \$14 million; and

WHEREAS, on July 16, 2020 the appointed RSA Board Members from Orange County and Madison County failed to notify or meaningfully consult with the Greene County Members before making significant decisions affecting only Greene County that were known by them to be contrary to the wishes of Greene County; and

WHEREAS, on July 16, 2020 by a vote made by the Orange and Madison County Members without consideration for the desires of Greene County or the concerns of Greene County's Members, the RSA Board voted to act contrary to the 2005 Agreement by ordering that all Greene County water availability fees be paid directly to RSA; and

WHEREAS, on July 16, 2020 by a vote made by the Orange and Madison County Members without consideration for the desires of Greene County or the concerns of Greene County's Members, the RSA Board voted to terminate fee sharing with Greene County contrary to the provisions of the 2014 Amendment stating that it would no longer collect Greene County facility fees as called for in the 2014 Amendment; and

WHEREAS, on July 16, 2020 RSA issued a press release without consultation or authorization from the Greene County Members, incorrectly stating that the 2005 Agreement required Greene County to "build White Run Reservoir Project, water treatment facility, and other improvements" by 2008; and

WHEREAS, it has become clear that Greene County and RSA no longer agree on how the needs and wishes of Greene County relating to the provision of water and sewer services to Greene County citizens should be met; and

WHEREAS, the Board of Supervisors of Greene County has lost confidence in RSA's ability to properly, equitably, and fairly, address or provide for the future water needs of Greene County; and

WHEREAS, the Board of Supervisors of Greene County unanimously passed its first "RESOLUTION CALLING FOR THE UNANIMOUS CONSENT OF ORANGE AND MADISON COUNTIES TO THE WITHDRAWAL OF GREENE COUNTY FROM THE RAPIDAN SERVICE AUTHORITY (RSA) PURSUANT TO VA. CODE §15.2-5112" on July 28, 2020; and

WHEREAS, the Boards of Supervisors of Orange County and Madison County each rejected Greene County's first "RESOLUTION CALLING FOR THE UNANIMOUS CONSENT OF ORANGE AND MADISON COUNTIES TO THE WITHDRAWAL OF GREENE COUNTY FROM THE RAPIDAN SERVICE AUTHORITY (RSA) PURSUANT TO VA. CODE §15.2-5112"; and

WHEREAS, at a special meeting of the RSA Board of Members at the Orange County Airport of April 1, 2021, Orange County RSA Board representative Jim Crozier suggested that Greene County issue a new resolution requesting withdrawal from RSA, which suggestion elicited support from all members of the RSA Board and from the RSA's attorney; and

WHEREAS, the entire RSA Board of Members, at the special meeting of the RSA Board at the Orange County Airport of April 1, 2021, acknowledged that the passage of resolutions by the RSA member counties consenting to the withdrawal of Greene County would initiate a process as described in the Code of Virginia for the equitable and proper separation of Greene County from RSA.

NOW THEREFORE BE IT RESOLVED that pursuant to Virginia Code §15.2-5112(B), the Board of Supervisors of Greene County does hereby signify, once again, and at the request of the RSA Board, its desire to withdraw from RSA.

IT IS FURTHER RESOLVED that pursuant to Virginia Code §15.2-5112(A), the Board of Supervisors of Greene County does hereby call upon the Board of Supervisors of Orange County and the Board of Supervisors of Madison County to consent to the withdrawal of Greene County from RSA on fair and equitable terms.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON APRIL 5, 2021

Motion: Steve Bowman

Second: Marie Durrer

Votes:

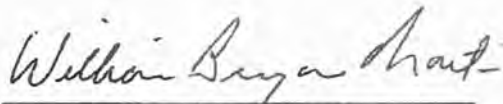
Martin: Yes

Durrer: Yes

Bowman: Yes

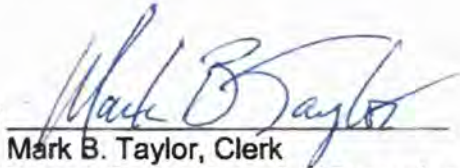
Herring: Yes

Lamb: Yes



William Bryan Martin, Chair
Greene County Board of Supervisors

ATTEST:



Mark B. Taylor, Clerk
Greene County Board of Supervisors

Exhibit C

ORANGE COUNTY, VIRGINIA
BOARD OF SUPERVISORS

R. MARK JOHNSON, DISTRICT ONE
JAMES K. WHITE, DISTRICT TWO
KEITH F. MARSHALL, DISTRICT THREE
JAMES P. CROZIER, DISTRICT FOUR
LEE H. FRAME, DISTRICT FIVE

THEODORE L. VOORHEES
COUNTY ADMINISTRATOR

PHONE: (540) 672-3313
FAX: (540) 672-1679



MAILING ADDRESS:
P. O. BOX 111
ORANGE, VA 22960

PHYSICAL ADDRESS:
R. LINDSAY GORDON III BUILDING
112 WEST MAIN STREET
ORANGE, VIRGINIA 22960

orangecountyva.gov

MOTION: WHITE

SECOND: JOHNSON

April 13, 2021
Regular Meeting
Res. No. 210413 – 5D

RE: RESOLUTION OF UNANIMOUS CONSENT TO THE WITHDRAWAL OF
GREENE COUNTY FROM THE RAPIDAN SERVICE AUTHORITY (RSA),
PURSUANT TO VIRGINIA CODE §15.2-5112

WHEREAS, on June 17, 1969, the Counties of Greene, Madison, and Orange formed the Rapidan Service Authority ("RSA") in compliance with the Virginia Water and Waste Authorities Act; and

WHEREAS, the original purpose of forming RSA was for the acquisition, construction, operation, and maintenance of water transmission for certain parts of Greene, Madison, and Orange Counties; and

WHEREAS, following recent matters of disagreement between Greene County and RSA, the Greene County Board of Supervisors adopted, on April 5, 2021, its "Second Resolution Calling for the Unanimous Consent of Orange and Madison Counties to the Withdrawal of Greene County from the Rapidan Service Authority";

NOW, THEREFORE, BE IT RESOLVED, on this 13th day of April, 2021, that the Orange County Board of Supervisors hereby gives its unanimous consent to the withdrawal of Greene County from the Rapidan Service Authority, pursuant to Virginia Code §15.2-5112, and supports the initiation of the process for the proper separation of Greene County from RSA; and

BE IT FURTHER RESOLVED, that this resolution is adopted subject to Orange County and Madison County entering into an agreement to configure the RSA Board with an Orange County majority after Greene County's departure, which must be completed within 45 days.

Votes:

Johnson: Aye
White: Aye
Marshall: Aye
Crozier: Aye
Frame: Aye

For Information: Thomas E. Lacheney, County Attorney

CERTIFIED COPY


Clerk to the Board of Supervisors

Page 1 of 1

Res. No. 210413 – 5D



Exhibit D

RESOLUTION
CONSENT TO GREENE COUNTY'S REQUEST TO
WITHDRAW FROM RAPIDAN SERVICE AUTHORITY
PURSUANT TO VIRGINIA CODE §15.2-5112
#2021-7

WHEREAS, on June 17, 1969, Madison County, Virginia formed Rapidan Service Authority with Orange County and Greene County, in compliance with the Virginia Water and Waste Authorities Act; and

WHEREAS, the purpose of forming Rapidan Service Authority was for the acquisition, construction, operation, and maintenance of water and sewer transmission systems for certain parts of Orange County, Greene County, and Madison County; and

WHEREAS, Rapidan Service Authority has used, and continues to use, Madison County's resources to develop and maintain water and sewer facilities serving portions of Orange County, Madison County and Greene County; and

WHEREAS, Rapidan Service Authority has served its customers from the time of its creation until the present; and

WHEREAS, in an opinion letter dated May 15, 2020, the Greene County Circuit Court raised issues related to the legality of a facility fee being charged to Rapidan Service Authority customers in Greene County; and

WHEREAS, after the opinion letter was issued, the Rapidan Service Authority Board voted to discontinue the collection of the facility fee; and

WHEREAS, since Rapidan Service Authority's Board's vote to discontinue the facility fee, Greene County has sought to withdraw from Rapidan Service Authority; and

WHEREAS, on April 6, 2021 Madison County was served with a lawsuit on RSA matters by Greene County, and

WHEREAS, despite the efforts by Greene County to withdraw, Rapidan Service Authority has continued its mission to provide water and sewer service to its customers; and

WHEREAS, Madison County is mindful that allowing Greene County to withdraw from Rapidan Service Authority will have a substantial impact upon Rapidan Service Authority's ability to borrow money to complete infrastructure, maintenance and development for Madison County and Orange County; and

WHEREAS, Madison County has been advised that the Orange County and Greene County representatives of Rapidan Service Authority would likely vote to dissolve the Rapidan Service Authority, unless Madison County consents to Greene County's withdrawal.

WHEREAS, Madison County is mindful that allowing Greene County to withdraw from Rapidan Service Authority will have a substantial negative impact on the rates Rapidan Service Authority will be forced to charge its existing water and sewer users in Madison County and Orange County; and

WHEREAS, Orange County has represented that it will agree to continue its agreement with Rapidan Service Authority for no less than five years after Greene County's withdrawal.

WHEREAS, issues related to each County's respective debt must be resolved as part of the process of Greene County's withdrawal from Rapidan Service Authority; and

WHEREAS, the Bond Holders of Rapidan Service Authority and of Greene County shall have input into whether Greene County is allowed to withdraw from Rapidan Service Authority; and

WHEREAS, Virginia Code §15.2-5112 allows a locality to withdraw from an authority, provided it has unanimous consent from its localities, and so long as the Bond Holders consent to such withdrawal; and

WHEREAS, Madison County will reluctantly grant its Consent, so that Greene County can pursue its own water and sewer service authority; and

NOW, THEREFORE, BE IT RESOLVED Madison County hereby consents to the withdrawal by Greene County on the condition that Greene County provide evidence that the bond holders of both Greene County and Rapidan Service Authority consent to this withdrawal, and that the withdrawal follow the approvals and protocols set forth in §15.2-5112.

I, R. Clay Jackson, do hereby certify that the foregoing writing is true, correct copy of a Resolution duly adopted by the Board of Supervisors of Madison County, Virginia, by a vote of 5 to 0 as recorded below, at a meeting held on, April 13, 2021.



R. Clay Jackson, Chair
Madison County Board of Supervisors

Attest: 
Jack Hobbs, Clerk of the Board

	Aye	Nay	Abstain	Absent
R. Clay Jackson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Charlotte Hoffman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin McGhee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amber Foster	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carty Yowell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit E

**MEMORANDUM OF AGREEMENT
WITHDRAWAL OF GREENE COUNTY, VIRGINIA
FROM RAPIDAN SERVICE AUTHORITY**

This Memorandum of Agreement (this "Agreement") is by and between the COUNTY OF MADISON, VIRGINIA ("Madison"), and the COUNTY OF ORANGE, VIRGINIA ("Orange").

WITNESS THE FOLLOWING:

WHEREAS, the Rapidan Service Authority (the "RSA") was organized in 1969 with the boards of supervisors of Madison, Orange, and the County of Greene ("Greene") each appointing two representatives to serve on the RSA governing board; and

WHEREAS, the RSA's chartered responsibility is the provision of water, sewer, and solid waste services in the geographical areas of Madison, Orange, and Greene as participating counties; and

WHEREAS, the participating counties have no ongoing financial responsibility to the RSA; the RSA is perpetual, and no participating county has access to either RSA's resources or surpluses, nor is any participating county liable for the RSA's debts or deficits; and

WHEREAS, the RSA has the ability to finance its capital projects through user fees or other charges and through the sale of revenue bonds, and the RSA is not a component unit of any of the participating counties; and

WHEREAS, Madison and Orange each appoint and have appointed two representatives to the six-member RSA governing board; and,

WHEREAS, Greene is able to comply with all legal requirements to withdraw from the RSA, Orange and Madison have consented to Greene's withdrawal from participation in the RSA, conditioned upon the satisfaction of RSA's bond holders, and conditioned upon the satisfaction of the Virginia Resources Authority that Greene is capable of meeting obligations to current RSA users in the RSA's Greene service area; and

WHEREAS, as a term and condition of their agreement to allow Greene to withdraw, Madison and Orange have agreed that no further withdrawal or dissolution of the RSA will occur while this Agreement is in effect.

Upon consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, Madison and Orange, hereby agree as follows:


1. **TERM:** This Agreement is effective until June 1, 2027, subject to the provisions of paragraph 3 below, and each party hereby empowers its county administrator and any successor to comply with and enforce the provisions of this Agreement to the fullest extent allowed by law.

2. SERVICE FEES: Charges to RSA users that are not direct costs or capital costs shall be assessed equitably.
3. BOARD REPRESENTATION AND VOTING: Prior to Greene's withdrawal from participation in the RSA, the board of supervisors of each of the participating localities of Greene, Madison, and Orange will adopt a concurrent resolution to amend the RSA's articles of incorporation so that, effective upon Greene's withdrawal, the governing board of the RSA as reorganized hereunder shall consist of five representatives. Orange shall appoint three representatives, and Madison shall appoint two representatives. If, on or before June 1, 2023, Greene has not withdrawn from participation in the RSA and the boards of supervisors of Greene, Madison, and Orange have not adopted a concurrent resolution to amend the RSA's articles of incorporation as set forth in this paragraph, this Agreement becomes void.
4. GOVERNANCE: The RSA will otherwise continue to be governed in the same manner and format as currently exists, with the exception that meetings will be held on a rotating basis between Madison and Orange.
5. STABILITY: Neither Madison nor Orange shall take action to withdraw from the RSA while this Agreement is in effect.
6. NOTICES:
 - a. Any and all notices or other communications affecting this Agreement may be served by the parties to their authorized agents.
 - b. The Madison County agent shall be the Madison County Administrator, whose address is 414 N. Main Street, PO Box 705, Madison, Virginia 22727.
 - c. The Orange County agent shall be the Orange County Administrator, whose address is 112 W. Main Street, P.O. Box 111, Orange, VA 22960.

Witness the follow signatures, duly authorized by resolutions adopted by the parties' respective boards of supervisors:

COUNTY OF MADISON, VIRGINIA

COUNTY OF ORANGE, VIRGINIA

By: 
Chair, Board of Supervisors

By: _____
Chair, Board of Supervisors

Date of execution: May 23, 2021

Date of execution: May __, 2021

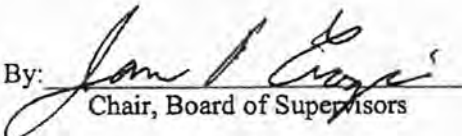
2. SERVICE FEES: Charges to RSA users that are not direct costs or capital costs shall be assessed equitably.
3. BOARD REPRESENTATION AND VOTING: Prior to Greene's withdrawal from participation in the RSA, the board of supervisors of each of the participating localities of Greene, Madison, and Orange will adopt a concurrent resolution to amend the RSA's articles of incorporation so that, effective upon Greene's withdrawal, the governing board of the RSA as reorganized hereunder shall consist of five representatives. Orange shall appoint three representatives, and Madison shall appoint two representatives. If, on or before June 1, 2023, Greene has not withdrawn from participation in the RSA and the boards of supervisors of Greene, Madison, and Orange have not adopted a concurrent resolution to amend the RSA's articles of incorporation as set forth in this paragraph, this Agreement becomes void.
4. GOVERNANCE: The RSA will otherwise continue to be governed in the same manner and format as currently exists, with the exception that meetings will be held on a rotating basis between Madison and Orange.
5. STABILITY: Neither Madison nor Orange shall take action to withdraw from the RSA while this Agreement is in effect.
6. NOTICES:
 - a. Any and all notices or other communications affecting this Agreement may be served by the parties to their authorized agents.
 - b. The Madison County agent shall be the Madison County Administrator, whose address is 414 N. Main Street, PO Box 705, Madison, Virginia 22727.
 - c. The Orange County agent shall be the Orange County Administrator, whose address is 112 W. Main Street, P.O. Box 111, Orange, VA 22960.

Witness the follow signatures, duly authorized by resolutions adopted by the parties' respective boards of supervisors:

COUNTY OF MADISON, VIRGINIA

COUNTY OF ORANGE, VIRGINIA

By: _____
Chair, Board of Supervisors

By: 
Chair, Board of Supervisors

Date of execution: May __, 2021

Date of execution: May 25, 2021

Exhibit F

**CONCURRENT RESOLUTION OF THE BOARDS OF SUPERVISORS OF
ORANGE COUNTY, MADISON COUNTY, AND GREENE COUNTY, VIRGINIA,
AMENDING THE ARTICLES OF INCORPORATION OF
THE RAPIDAN SERVICE AUTHORITY**

WHEREAS, on June 2, 1969, the Boards of Supervisors of Orange County ("Orange"), Madison County ("Madison"), and Greene County ("Greene"), Virginia (collectively, "the Counties"), adopted a concurrent resolution signifying their intention to create the Rapidan Service Authority (the "RSA"), and setting forth proposed Articles of Incorporation of the RSA (the "Articles");

WHEREAS, on June 17, 1969, following a duly-advertised public hearing, the Board of Supervisors of each of the Counties adopted a resolution concurring in the creation of the RSA as set forth in the June 2, 1969 concurrent resolution, thereby adopting the Articles and creating the RSA under the Virginia Water and Sewer Authorities Act, now the Virginia Water and Waste Authorities Act, Virginia Code § 15.2-5100 *et seq.*;

WHEREAS, on June 24, 1969, the State Corporation Commission of Virginia (the "SCC") issued a Certificate of Incorporation of the RSA;

WHEREAS, on April 5, April 8, and May 13, 1980, the Boards of Supervisors of Greene, Orange, and Madison, respectively, adopted a concurrent resolution signifying their intention to amend sections "(a)" and "(c)" of the Articles;

WHEREAS, on May 3, May 13, and June 10, 1980, the Boards of Supervisors of Greene, Orange, and Madison, respectively, each following a duly-advertised public hearing, amended section "(a)" of the Articles by changing the RSA's principal office address from Orange County to Ruckersville in Greene County, and amended section "(c)" of the Articles by providing that the RSA governing board shall have six members, with the Boards of Supervisors of the Counties appointing two members each, and on July 18, 1980, the SCC issued a Certificate of Amendment;

WHEREAS, on March 7, March 13, and May 8, 1984, the Boards of Supervisors of Greene, Orange, and Madison, respectively, adopted a concurrent resolution signifying their intention to amend section “(e)” of the Articles;

WHEREAS, on May 8, 1984, the Boards of Supervisors of Orange and Madison, and on June 12, 1984, the Board of Supervisors of Greene, each following a duly-advertised public hearing, amended section “(e)” of the Articles to provide that the RSA exist as a corporation for a term of 50 years from January 1, 1984, and on August 31, 1984, the SCC issued a Certificate of Amendment;

WHEREAS, on September 13, September 16, and October 11, 2011, the Chairmen of the Boards of Supervisors of Greene, Madison, and Orange, respectively, executed a concurrent resolution further amending section “(e)” of the Articles, to provide that the RSA exist as a corporation for a term of 50 years from January 1, 2011, and on December 5, 2011, the SCC issued a Certificate of Amendment;

WHEREAS, on September 14, 2020, the Greene County Board of Supervisors filed in the Circuit Court of Greene County, as Case Number CL20-689-00, a Complaint against the RSA, and on January 19, 2021, an Amended Complaint against the RSA, Orange, and Madison, seeking withdrawal from the RSA under Virginia Code § 15.2-5112 (*withdrawal from authority*);

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

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

WHEREAS, on April 13, 2021, the Board of Supervisors of Madison adopted a resolution unanimously consenting to the withdrawal of Greene on the condition that Greene provide

evidence that the bond holders of Greene and the RSA consent to the withdrawal, and that the withdrawal follow the approvals and protocols set forth in § 15.2-5112;

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

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

WHEREAS, Virginia Code § 15.2-5110 (*Amendment of articles of incorporation*) permits amendment to the Articles "by following the procedure prescribed by law for the creation of" a water or sewer authority; and

WHEREAS, Virginia Code § 15.2-5102 (*One or more localities may create authority*), provides for creation of an authority by concurrent resolution of the governing bodies of the participating localities, adopted after a public hearing has been held;

THEREFORE, under Virginia Code § 15.2-5110, amendment to the Articles is by concurrent resolution of the Boards of Supervisors of each of the Counties after a public hearing, and it is hereby resolved by each Board of Supervisors, after a duly-advertised public hearing pursuant to Virginia Code § 15.2-5104 (*Advertisement of resolution and notice of hearing*), that

the Articles, as previously amended by other concurrent resolutions and as set forth in Certificates of Amendment, are hereby further amended, effective as set forth below, and as follows:

Section (a) is amended by deletion of:

the address of its principal office shall be Ruckersville, Greene County, Virginia

and insertion in its place of:

the principal office shall be within the Rapidan Service Authority's service area.

Section (c) is amended by deletion of:

Hereafter, the number of members who shall exercise the powers of the Authority shall be six. Two members shall be appointed by the Board of Supervisors of Greene County, two members shall be appointed by the Board of Supervisors of Orange County and two members shall be appointed by the Board of Supervisors of Madison County.

and insertion in its place of:

Hereafter, the number of members of the governing Board which exercises the powers of the Rapidan Service Authority shall be five. Three members of the governing Board of the Rapidan Service Authority shall be appointed by the Board of Supervisors of Orange County, and two members of the governing Board of the Rapidan Service Authority shall be appointed by the Board of Supervisors of Madison County.

IN WITNESS THEREOF, the Boards of Supervisors of Orange, Madison, and Greene have adopted this concurrent resolution constituting the fourth amendment to the Articles. The amended Articles shall become effective immediately upon issuance of a certificate of withdrawal to Greene by the SCC pursuant to Virginia Code § 15.2-5112(E), and the Board of Supervisors of Orange shall pursuant to Virginia Code § 15.2-5107 thereafter file with the SCC this concurrent resolution as the fourth amended Articles.

[Execution Page follows]

**CONCURRENT RESOLUTION OF THE BOARDS OF SUPERVISORS OF
ORANGE COUNTY, MADISON COUNTY, AND GREENE COUNTY, VIRGINIA,
AMENDING THE ARTICLES OF INCORPORATION OF
THE RAPIDAN SERVICE AUTHORITY
Execution Page**

ORANGE COUNTY, VIRGINIA

By: 
Chair, Board of Supervisors

Date of Adoption: 12-21-2021

MADISON COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: _____

GREENE COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: _____

**CONCURRENT RESOLUTION OF THE BOARDS OF SUPERVISORS OF
ORANGE COUNTY, MADISON COUNTY, AND GREENE COUNTY, VIRGINIA,
AMENDING THE ARTICLES OF INCORPORATION OF
THE RAPIDAN SERVICE AUTHORITY
Execution Page**

ORANGE COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: _____

MADISON COUNTY, VIRGINIA

By:  _____
Chair, Board of Supervisors

Date of Adoption: 8-27-22

GREENE COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: _____

CONCURRENT RESOLUTION OF THE BOARDS OF SUPERVISORS OF
ORANGE COUNTY, MADISON COUNTY, AND GREENE COUNTY, VIRGINIA,
AMENDING THE ARTICLES OF INCORPORATION OF
THE RAPIDAN SERVICE AUTHORITY
Execution Page

ORANGE COUNTY, VIRGINIA

By _____
Chair, Board of Supervisors

Date of Adoption: _____

MADISON COUNTY, VIRGINIA

By _____
Chair, Board of Supervisors

Date of Adoption: _____

GREENE COUNTY, VIRGINIA

By: William By - Antti
Chair, Board of Supervisors

Date of Adoption: .. December 14, 2021

Exhibit G

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

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

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

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

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

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

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

five representatives, three of whom shall be appointed by Orange, and two of whom shall be appointed by Madison; and

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

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

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

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

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

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

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

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

ORANGE COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: _____

MADISON COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: _____

GREENE COUNTY, VIRGINIA

By: 
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: 

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

ORANGE COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: _____

MADISON COUNTY, VIRGINIA

By: 
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: _____

GREENE COUNTY, VIRGINIA

By: _____
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: _____

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

ORANGE COUNTY, VIRGINIA

By: 
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest: 

MADISON COUNTY, VIRGINIA

By:
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest:

GREENE COUNTY, VIRGINIA

By:
Chair, Board of Supervisors

Date of Adoption: June 14, 2022

Attest:

WITHDRAWAL AND TRANSITION AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I WITHDRAWAL

Section 1.01 Withdrawal by Greene; Continuation of RSA. Greene shall withdraw as a participating locality, or "member," of the RSA pursuant to Va. Code § 15.2-5112.¹ Greene's withdrawal will not terminate the RSA. The RSA shall continue after Greene's withdrawal. Madison and Orange will remain as participating localities of the RSA.

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

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

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

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

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

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

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

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

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

ARTICLE II

TRANSFER OF REAL ESTATE AND OTHER ASSETS; ASSUMPTION OF LIABILITIES

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

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

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

(c) At least fourteen (14) days prior to the Asset Transfer Date, the RSA will direct its engineer to walk through the facilities being transferred with Greene's engineer, who

may inspect the Assets and prepare a report as he and Greene see fit; however, any such inspection or report will in no way be deemed to create a right, warranty, duty, or other obligation not expressly set forth in this Agreement.

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

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

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

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

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

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

Section 2.03 Permits. The permits identified on **Exhibit A** will, to the extent they are assignable or otherwise transferrable, be reassigned or transferred to Greene. The Parties will reasonably cooperate with requests from the Virginia Department of Health and Virginia Department of Environmental Quality to facilitate the transfer of permits. If any permits, Assets, or any other items that the Parties agree may be assigned or otherwise transferred under this Agreement are precluded from assignment or other transfer by prior agreement between any Party and a third party, by law or other regulation, or by any other means, the contemplated assignment or other transfer will not occur, and Greene will procure any such permits or other

items it requires or desires directly from the issuing body or other parties, and neither the RSA, Orange, nor Madison will have any liability for the inability to assign or transfer any such items.

Section 2.04 Assumption of Liabilities and Debt.

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

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

ARTICLE III

TRANSITION OF OPERATIONS AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.11 Liberty Fabrics Lace Factory. The owner of the former Liberty Fabrics Lace Factory property (the "Liberty Fabrics Property"), located in Madison County, is the only RSA customer outside of Greene that is served by water facilities located in Greene. This factory has been closed for several years; the facility is currently used for storage and no water line extends from the Madison water plant to this property. The current condition of the water main and any other lines to the Liberty Fabrics Property is unknown. Greene shall have no obligation to replace or upgrade the water main and any other lines or related facilities serving

the Liberty Fabrics Property. Greene shall make water service available to the Liberty Fabrics Property, and cost of service/usage shall be based on Greene's established rate structure. Greene shall have no obligation to provide water to any other property outside of Greene nor to allow additional lines or connections to the water line serving the Liberty Fabrics Property, or unless Parties enter into a subsequent agreement for the provision of additional service. Greene shall be responsible for water quality and maintaining of the water main and any other lines to include maintenance, repairs, servicing and flushing of fire hydrants that are part of the water main that serves the Liberty Fabrics Property.

ARTICLE IV REPRESENTATIONS OF THE PARTIES

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

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

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

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

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

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

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

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

ARTICLE V PAYMENTS

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

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

ARTICLE VI TERMINATION OF EXISTING AGREEMENTS; MUTUAL RELEASES

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

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

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

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

ARTICLE VII DEFAULT; REMEDIES

Section 7.01 Default.

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

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

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

ARTICLE VIII MISCELLANEOUS

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

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

If to Greene County:

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

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

If to Madison County:

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

With a copy to sgregg@johnstongregg.com

If to Orange County:

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

With a copy to scalos@sandsanderson.com

If to Rapidan Service Authority:

Attention: Executive Director
3489 Germanna Hwy.
P. O. Box 736
Locust Grove, Virginia 22508
E-mail: tclemons@rapidan.org

With a copy to terry@terrylynnlaw.com

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

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

With a copy to anderson@mcquirewoods.com

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

Section 8.03 Enforcement. Each Party is entitled to enforcement of this Agreement against every other Party. The Parties agree that certain breaches of the Agreement could cause irreparable harm, not remediable by the award of monetary damages. The

obligations of any and all Parties may be enforced by injunction or by a suit for specific performance, so long as the Party seeking to enforce such obligations has (i) substantially completed the performance of his, her, or its obligations under this Agreement or (ii) has begun performance of the same such that failure to enforce the obligations of the other Party would work a hardship on the Party seeking enforcement that is not wholly remediable by monetary damages.

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

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

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

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

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

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

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

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

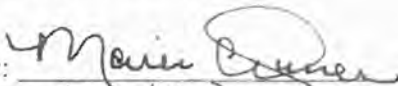
Section 8.12 Counterparts. The Parties may sign this Agreement in counterparts with the same effect as if all signing Parties signed the same document. All counterparts shall be construed together and constitute one and the same Agreement.

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

[SIGNATURE PAGE FOLLOWS]

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

GREENE COUNTY

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

MADISON COUNTY

By: _____
Name: _____
Title: _____

ORANGE COUNTY

By: _____
Name: _____
Title: _____

RAPIDAN SERVICE AUTHORITY

By: _____
Name: _____
Title: _____

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

GREENE COUNTY

By: _____
Name:
Title: Chairman, Board of Supervisors

MADISON COUNTY

By: 
Name: R. Clary Jackson
Title: Chairman, Board of Supervisors

ORANGE COUNTY

By: _____
Name:
Title:

RAPIDAN SERVICE AUTHORITY

By: _____
Name:
Title:

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


GREENE COUNTY

By: _____
Name:
Title: Chairman, Board of Supervisors

MADISON COUNTY

By: _____
Name:
Title:

ORANGE COUNTY

By: 
Name: R. Mark Johnson
Title: Chairman, Board of Supervisors

RAPIDAN SERVICE AUTHORITY

By: _____
Name:
Title:

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

GREENE COUNTY

By: _____
Name:
Title: Chairman, Board of Supervisors

MADISON COUNTY

By: _____
Name:
Title:

ORANGE COUNTY

By: _____
Name:
Title:

RAPIDAN SERVICE AUTHORITY

By: Lee Lamm
Name:
Title: Chairman

Exhibit A

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

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

13. Administration building at 11235 Spotswood Trail in Ruckersville, subject to the lease from Greene to the RSA through December 31, 2023.
14. The Virginia Department of Health (VDH) and the Virginia Department of Environmental Quality (VDEQ) permits related to the operation of water and sewer facilities in Greene County, conditioned upon and to the extent those permits can be transferred to Greene.
15. Customer and billing information, records and the software license in a usable electronic format reasonably necessary to continue to serve customers in Greene, conditioned upon and to the extent such license can be transferred to Greene. Greene, at its sole cost, will purchase any necessary software license.
 - (a) List of delinquent RSA customers in Greene County.
16. Maintenance, service and similar records reasonably necessary to continue to operate the water and sewer facilities and related equipment Assets.
17. Construction and design records reasonably necessary to continue to operate the water and sewer facilities and related equipment.
18. All assets related to ongoing or planned capital projects located in Greene, including, but not limited to, permits, plans, engineering studies, specifications, documentation, budgets, materials, equipment, supplies, etc., conditioned upon and to the extent such permits, plans, studies, specifications, documentation, and other materials can be transferred to Greene.
 - (a) RSA lists three “ongoing” capital projects:
 - Pump Station Electrical Upgrades.
 - Pump Station Upgrades with New Variable Speed Pumps.
 - Upgrade Water Meters.

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

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

 - Construct 12” Water Main from Quinque to Stanardsville.
 - Construct Storage Tank in Stanardsville.
 - Repaint Elevated Storage Tanks.

Retrofit or Replace Water Treatment Plant.

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

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

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

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

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

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

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

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

Replace aging cast iron water pipe in Stanardsville.

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

Sewer Main Rt. 33 to Nursing Home.

Repair Aging Sewer Mains – Stanardsville.

Upgrade Sewer Force Mains in Greene Mountain Lake.

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

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

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

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

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

Exhibit B
Form of Deed

Exhibit C

Form of Easement Conveyance

Exhibit D
Form of Bill of Sale

Exhibit E

Form of Assignment of Contract

Exhibit H

**RESOLUTION OF RAPIDAN SERVICE AUTHORITY APPROVING THE
WITHDRAWAL AND TRANSITION AGREEMENT FOR GREENE COUNTY'S
WITHDRAWAL FROM THE RAPIDAN SERVICE AUTHORITY**

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

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

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

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

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

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

five representatives, three of whom shall be appointed by Orange, and two of whom shall be appointed by Madison; and

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

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

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

WHEREAS, by Resolutions adopted June 14, 2022, the Orange, Madison, and Greene County Boards of Supervisors approved the attached Withdrawal and Transition Agreement to resolve the pending dispute and to complete Greene's withdrawal from the RSA.

NOW, THEREFORE, BE IT RESOLVED that, consistent with the Resolutions adopted by the Boards of Supervisors of the three participating localities of the Rapidan Service Authority, the Rapidan Service Authority hereby approves the attached Withdrawal and Transition Agreement and authorizes and directs its Chair and/or Vice-Chair to sign the attached Agreement at its June 16, 2022 meeting or as soon thereafter as is possible.

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

RAPIDAN SERVICE AUTHORITY

By: Lee Frank

Its: Chairman

Date of Adoption: June 16, 2022

Attest: Donna L. Clemens

Exhibit I

**RESOLUTION OF THE RAPIDAN SERVICE AUTHORITY BOARD OF
MEMBERS CONSENTING TO THE WITHDRAWAL OF GREENE COUNTY
FROM RAPIDAN SERVICE AUTHORITY**

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

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

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

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

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

WHEREAS, on May 25, 2021, Madison and Orange entered into a Memorandum of Agreement agreeing that prior to Greene's withdrawal from participation in RSA, the Boards of Supervisors of Greene, Madison, and Orange would adopt concurrent resolutions to amend the Articles so that, effective upon Greene's withdrawal, the RSA's governing board would consist of

five representatives, three of whom shall be appointed by Orange, and two of whom shall be appointed by Madison; and

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

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

WHEREAS, on June 14, 2022 the Orange, Madison, and Greene Boards of Supervisors did approve and execute a Concurrent Resolution approving the Withdrawal and Transition Agreement, and pursuant to the resolution executed the Withdrawal and Transition Agreement on that date; and

WHEREAS, on June 16, 2022, the RSA Board of Members did adopt a resolution approving the Withdrawal and Transition Agreement and pursuant to the resolution executed the Withdrawal and Transition Agreement on that date; and

WHEREAS, Article 1, Section 1.02 (a) of the Withdrawal and Transition Agreement requires that within fifteen (15) days after the full execution of the Agreement, the RSA Board shall consider and adopt a resolution consenting to the withdrawal by Greene, pursuant to Va. Code § 15.2-5112 (D); and

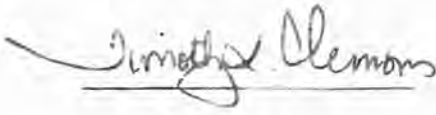
WHEREAS, RSA recognizes that pursuant to Va. Code § 15.2-5112 (D) and Article 1, Section 1.02 (c) & (d) of the Withdrawal and Transition Agreement, the withdrawal of Greene from RSA requires the final approval of VRA and the SCC; and

WHEREAS, RSA by this resolution considers Greene County's withdrawal from RSA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Members of the Rapidan Service Authority does hereby approve and adopt this resolution, pursuant to Article 1, Section

1.02 (a) of the Withdrawal and Transition Agreement, and consents to the withdrawal of Greene County from RSA pursuant to Virginia Code § 15.2-5112 (D).

IN WITNESS THEREOF, the Board of Members of the Rapidan Service Authority on June 30, 2022 hereby adopt this resolution approving the withdrawal of Greene County as a participating locality in RSA.



Secretary



Chairman

Exhibit J

**RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENE COUNTY,
VIRGINIA PURSUANT TO VIRGINIA CODE § 15.2-5112(D) APPROVING THE
WITHDRAWAL AND TRANSITION AGREEMENT AND THE WITHDRAWAL OF
GREENE COUNTY FROM THE RSA**

JULY 26, 2022

RECITALS

WHEREAS, the Boards of Supervisors of Greene County, Orange County, and Madison County adopted the “Concurrent Resolution of the Boards of Supervisors of Orange County, Madison County and Greene County, Virginia Approving the Withdrawal and Transition Agreement for Greene County Withdrawal from the Rapidan Service Authority” on June 14, 2022.

WHEREAS, the Board of Members of the Rapidan Service Authority adopted the “Resolution of Rapidan Service Authority Approving Withdrawal and Transition Agreement for Greene County’s Withdrawal from the Rapidan Service Authority” on June 16, 2022.

WHEREAS, the Board of Members of the Rapidan Service Authority adopted the “Resolution of the Rapidan Service Authority Board of Members Consenting to the Withdrawal of Greene County from Rapidan Service Authority” on June 30, 2022.

WHEREAS, the Board of Supervisors of Greene County advertised for a public hearing on July 26, 2022 for the Board of Supervisors to receive and consider public comment on the Withdrawal and Transition Agreement and Greene County’s withdrawal from the Rapidan Service Authority.

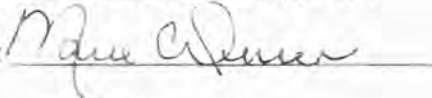
WHEREAS, the Board of Supervisors held a public hearing on the Withdrawal and Transition Agreement and Greene County’s withdrawal from the Rapidan Service Authority on July 26, 2022 in accordance with Va. Code § 15.2-5112(D) and received public comment on the Withdrawal and Transition Agreement and Greene County’s withdrawal from the Rapidan Service Authority.

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

1. After conducting the public hearing provided for in Va. Code § 15.2-5112(D) and receiving public comment on Greene's withdrawal from the Rapidan Service Authority and the Withdrawal and Transition Agreement, the Board of Supervisors approves Greene County's withdrawal from the Rapidan Service Authority and approves the Withdrawal and Transition Agreement.

IN WITNESS THEREOF, the Board of Supervisors of Greene County has adopted this Resolution approving the Withdrawal and Transition Agreement and approving Greene County's Withdrawal from the Rapidan Service Authority.

GREENE COUNTY, VIRGINIA

By: 
Chair, Board of Supervisors

Date of Adoption: July 26, 2022

Attest: 

Exhibit K

Chairman
R. Clay Jackson

Vice-Chairman
Carty Yowell

Board Members
Charlotte Hoffman
Dustin Dawson
James Jewett

MADISON COUNTY BOARD OF SUPERVISORS

County Administrator
Jonathon Weakley

County Attorney
Sean Gregg

*414 N Main Street
P.O. Box 705
Madison, Virginia 22727
PH: (540) 948-7500
FAX: (540) 948-3843*

RESOLUTION NO. 2022-11

RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, VIRGINIA PURSUANT TO VIRGINIA CODE § 15.2-5112(D) APPROVING THE WITHDRAWAL AND TRANSITION AGREEMENT AND THE WITHDRAWAL OF GREENE COUNTY FROM THE RSA

JULY 26, 2022

WHEREAS, the Boards of Supervisors of Madison County, Orange County, and Greene County adopted the “Concurrent Resolution of the Boards of Supervisors of Madison County, Orange County and Greene County, Virginia Approving the Withdrawal and Transition Agreement for Greene County Withdrawal from the Rapidan Service Authority” on June 14, 2022.

WHEREAS, the Board of Members of the Rapidan Service Authority adopted the “Resolution of Rapidan Service Authority Approving Withdrawal and Transition Agreement for Greene County’s Withdrawal from the Rapidan Service Authority” on June 16, 2022.

WHEREAS, the Board of Members of the Rapidan Service Authority adopted the “Resolution of the Rapidan Service Authority Board of Members Consenting to the Withdrawal of Greene County from Rapidan Service Authority” on June 30, 2022.

WHEREAS, the Board of Supervisors of Madison County advertised for a public hearing on July 26, 2022 for the Board of Supervisors to receive and consider public comment

on the Withdrawal and Transition Agreement and Greene County's withdrawal from the Rapidan Service Authority.

WHEREAS, the Board of Supervisors held a public hearing on the Withdrawal and Transition Agreement and Greene County's withdrawal from the Rapidan Service Authority on July 26, 2022 in accordance with Va. Code § 15.2-5112(D) and received public comment on the Withdrawal and Transition Agreement and Greene County's withdrawal from the Rapidan Service Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Board of Supervisors approves the Withdrawal and Transition Agreement regarding the withdrawal from Rapidan Service Authority of Greene, whose Board of Supervisors shall, under Virginia Code § 15.2-5112(D), file with the State Corporation Commission an application to withdraw from RSA, such withdrawal to be effective upon the issuance of a certificate of withdrawal by the State Corporation Commission.

IN WITNESS THEREOF, the Board of Supervisors of Madison County has adopted this Resolution approving the Withdrawal and Transition Agreement and approving Greene County's Withdrawal from the Rapidan Service Authority.

MADISON COUNTY, VIRGINIA

By:

Chair, Board of Supervisors

Date of Adoption: July 26, 2022

Attest:


~~R. Clay Jackson, Chairman~~
~~Madison County Board of Supervisors~~

Jonathon Weakley, County Administrator

	Aye	Nay	Abstain	Absent
R. Clay Jackson	<u>X</u>	—	—	—
Carty Yowell	<u>1</u>	—	—	—
Charlotte Hoffman	<u>X</u>	—	—	—
Dustin Dawson	<u>2</u>	—	—	—
James Jewett	<u>X</u>	—	—	—

**RESOLUTION OF THE BOARD OF SUPERVISORS OF MADISON COUNTY,
VIRGINIA PURSUANT TO VIRGINIA CODE § 15.2-5112(D) APPROVING THE
WITHDRAWAL AND TRANSITION AGREEMENT AND THE WITHDRAWAL OF
GREENE COUNTY FROM THE RSA**

SEPTEMBER 27, 2022

WHEREAS, the Boards of Supervisors of Madison County, Orange County, and Greene County adopted the "Concurrent Resolution of the Boards of Supervisors of Madison County, Orange County and Greene County, Virginia Approving the Withdrawal and Transition Agreement for Greene County Withdrawal from the Rapidan Service Authority" on June 14, 2022.

WHEREAS, the Board of Members of the Rapidan Service Authority adopted the "Resolution of Rapidan Service Authority Approving Withdrawal and Transition Agreement for Greene County's Withdrawal from the Rapidan Service Authority" on June 16, 2022.

WHEREAS, the Board of Members of the Rapidan Service Authority adopted the "Resolution of the Rapidan Service Authority Board of Members Consenting to the Withdrawal of Greene County from Rapidan Service Authority" on June 30, 2022.

WHEREAS, the Board of Supervisors of Madison County advertised for a public hearing on September 27, 2022 for the Board of Supervisors to receive and consider public comment on the Withdrawal and Transition Agreement and Greene County's withdrawal from the Rapidan Service Authority.

WHEREAS, the Board of Supervisors held a public hearing on the Withdrawal and Transition Agreement and Greene County's withdrawal from the Rapidan Service Authority on September 27, 2022 in accordance with Va. Code § 15.2-5112(D) and received public comment on the Withdrawal and Transition Agreement and Greene County's withdrawal from the Rapidan Service Authority.

NOW, THEREFORE, BE IT RESOLVED, that the Madison County Board of Supervisors approves the Withdrawal and Transition Agreement regarding the withdrawal from Rapidan Service Authority of Greene, whose Board of Supervisors shall, under Virginia Code § 15.2-5112(D), file with the State Corporation Commission an application to withdraw from RSA, such withdrawal to be effective upon the issuance of a certificate of withdrawal by the State Corporation Commission.

IN WITNESS THEREOF, the Board of Supervisors of Madison County has adopted this Resolution approving the Withdrawal and Transition Agreement and approving Greene County's Withdrawal from the Rapidan Service Authority.

MADISON COUNTY, VIRGINIA

By: 

Chair, Board of Supervisors

Date of Adoption: September 27, 2022

Attest: 

Exhibit L

ORANGE COUNTY, VIRGINIA

BOARD OF SUPERVISORS

R. MARK JOHNSON, DISTRICT ONE
JAMES K. WHITE, DISTRICT TWO
KEITH F. MARSHALL, DISTRICT THREE
JAMES P. CROZIER, DISTRICT FOUR
LEE H. FRAME, DISTRICT FIVE

THEODORE L. VOORHEES
COUNTY ADMINISTRATOR

PHONE: (540) 672-3313
FAX: (540) 672-1679



MAILING ADDRESS:
P. O. BOX 111
ORANGE, VA 22960

PHYSICAL ADDRESS:
R. LINDSAY GORDON III BUILDING
112 WEST MAIN STREET
ORANGE, VIRGINIA 22960

orangecountyva.gov

MOTION: FRAME

SECOND: CROZIER

August 9, 2022
Regular Meeting
Res. No. 220809 – PH1

RE: RESOLUTION APPROVING, UNDER VIRGINIA CODE § 15.2-5112(D), THE WITHDRAWAL AND TRANSITION AGREEMENT REGARDING GREENE COUNTY'S WITHDRAWAL FROM THE RAPIDAN SERVICE AUTHORITY

WHEREAS, the Boards of Supervisors of the Counties of Greene, Madison, and Orange each adopted, on June 14, 2022, the "Concurrent Resolution of the Boards of Supervisors of Orange County, Madison County, and Greene County, Virginia, Approving the Withdrawal and Transition Agreement for Greene County Withdrawal from the Rapidan Service Authority"; and

WHEREAS, the Board of Members of the Rapidan Service Authority ("RSA") adopted, on June 16, 2022, the "Resolution of Rapidan Service Authority Approving Withdrawal and Transition Agreement for Greene County's Withdrawal from the Rapidan Service Authority"; and

WHEREAS, the RSA Board of Members adopted, on June 30, 2022, the "Resolution of the Rapidan Service Authority Board of Members Consenting to the Withdrawal of Greene County from Rapidan Service Authority"; and

WHEREAS, the Orange County Board of Supervisors, in accordance with Virginia Code §§ 15.2-5112(D) and 15.2-5104, advertised for and held, on August 9, 2022, a public hearing on the Withdrawal and Transition Agreement, and to receive comments and consider Greene County's withdrawal from RSA;

NOW, THEREFORE, BE IT RESOLVED, on this 9th day of August, 2022, that the Orange County Board of Supervisors hereby approves the Withdrawal and Transition Agreement regarding the withdrawal from RSA of Greene County, whose Board of Supervisors shall, pursuant to Virginia Code § 15.2-5112(D), file with the State Corporation Commission an application to withdraw from RSA, such withdrawal to be effective upon the issuance of a certificate of withdrawal by the State Corporation Commission; and

BE IT FURTHER RESOLVED, that in witness thereof, the Orange County Board of Supervisors has adopted this resolution approving the Withdrawal and Transition Agreement regarding Greene County's withdrawal from the Rapidan Service Authority.

Votes:
Johnson: Aye
White: Aye
Marshall: Aye
Crozier: Aye
Frame: Aye

CERTIFIED COPY

Alyson A. Symon
Chief Deputy Clerk to the Board of Supervisors



Exhibit M

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, dated as of January 1, 2023 (this "Agreement"), is entered into by and among the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), the RAPIDAN SERVICE AUTHORITY, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia ("RSA"), and the COUNTY OF GREENE, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("Greene" and together with VRA and RSA, the "Parties").

RECITALS

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

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

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

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

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

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

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

H. On April 13, 2021, the Orange Board of Supervisors and the Madison Board of Supervisors each adopted resolutions consenting to Greene's withdrawal from RSA pursuant to Va. Code § 15.2-5112;

I. In a letter dated October 29, 2021 and attached hereto as Exhibit A (the "VRA Letter"), VRA conditionally consented to the withdrawal of Greene from RSA under certain conditions set forth in the VRA Letter;

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

K. On June 14, 2022, Greene, Orange, Madison, and RSA entered into a Withdrawal and Transition Agreement (the "Withdrawal Agreement") setting forth the terms and conditions by which Greene will withdraw from RSA, including but not limited to the transfer of facilities and equipment from RSA to Greene and the transition of water and sewer services for the residents of Greene;

L. One of the conditions of the Withdrawal Agreement is that Greene will submit a request to VRA for final approval of Greene's withdrawal from RSA and Greene shall provide evidence reasonably satisfactory to confirm VRA's final approval of the withdrawal.

TERMS

In consideration of the premises and of the mutual agreements herein contained, the parties agree as follows:

ARTICLE I. CONDITIONAL APPROVAL AND CONSENT.

1.01 VRA represents that it has received evidence satisfactory to it that RSA and Greene have satisfied all of the conditions set forth in the VRA Letter except evidence of (i) the final transfer of related water and wastewater permits from RSA to Greene by the Virginia Department of Health and the Virginia Department of Environmental Quality, as necessary; (ii) the issuance of a Certificate of Withdrawal from the Virginia State Corporation Commission; (iii) the dismissal of all litigation between Greene and RSA regarding Greene's withdrawal and related utility matters; and (iv) the payment by Greene of VRA's legal fees associated with the documentation and review associated with the withdrawal from RSA (the "VRA Legal Fees").

1.02 RSA and Greene hereby request VRA's final approval of and consent to Greene's withdrawal from RSA, as required by Section 1.02(c) of the Withdrawal Agreement and Va. Code § 15.2-5112. VRA hereby approves of and consents to the withdrawal of Greene conditioned upon: (i) VRA's receipt of evidence satisfactory to VRA of final transfer of related water and wastewater permits from RSA to Greene by the Virginia Department of Health and the Virginia Department of Environmental Quality by no later than March 31, 2023; (ii) VRA's receipt of a copy of the Certificate of Withdrawal from the Virginia State Corporation Commission by no later than March 31, 2023; (iii) VRA's receipt of evidence of compliance with Section 6.04 of the Withdrawal Agreement by each of the parties to the Withdrawal Agreement by no later than March 31, 2023; and (iv) VRA's receipt by no later than January 31, 2023, from Greene of funds in the amount of \$88,500 to pay or reimburse VRA for its payment of the VRA Legal Fees.

It is agreed by the Parties that (i) through (iv) of the preceding paragraph are conditions subsequent and if any of the conditions are not met VRA's approval and consent shall be no longer effective. The Executive Director of VRA may amend, waive or extend the deadline to meet any of the conditions subsequent by letter addressed to Greene and RSA.

ARTICLE II. REPRESENTATIONS. RSA and Greene each represent and warrant to VRA that:

2.01 The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by existing board resolutions or other necessary corporate action and are not in contravention of any statute, law or regulation applicable to RSA or Greene, or of any material terms of any instrument, document, agreement or undertaking to which it is a party or by which it is bound.

2.02 This Agreement is the legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof, except as enforceability may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

2.03 After giving effect to the agreements contained herein, the representations and warranties contained in Article IV of the Withdrawal Agreement are true and correct in all material respects on and as of the date hereof with the same force and effect as if made on and as of the date hereof (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date, and that any representation or warranty which is subject to any materiality qualifier shall be required to be true and correct in all respects).

2.04 Immediately before and after giving effect to the consents, waivers and other agreements contained herein, no Default or Event of Default exists or has occurred and is continuing on the date hereof.

2.05 RSA represents that VRA is the only holder of RSA bonds pursuant to Va. Code § 15.2-5112A.

2.06 The terms and conditions of RSA and Greene's respective outstanding debt remain in full force and effect.

ARTICLE III. MISCELLANEOUS.

3.01 Except as expressly amended hereby, each of the parties to this Agreement agrees that the Withdrawal Agreement is ratified and confirmed and shall remain in full force and effect in accordance with their terms and that they are not aware of any set off, counterclaim, defense or other claim or dispute with respect to any of the foregoing. Nothing herein shall be deemed to entitle any party to this Agreement to any future consent to, or waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Withdrawal Agreement.

3.02 This Agreement may be signed upon any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

3.03 The governing law, jurisdiction, and waiver of jury trial provisions set forth in Sections 8.06, 8.07 and 8.08 of the Withdrawal Agreement are hereby incorporated by reference, *mutatis mutandis*.

3.04 If VRA is named the defendant in or becomes subject to any proceeding, action, suit, complaint, claim or counterclaim, whether judicial or administrative in nature, in any way connected to Greene's withdrawal from RSA (a "Legal Action"), Greene will, to the extent permitted by law and from legally available and appropriated funds, pay or provide for the payment of any and all of VRA's losses, damages, judgments, liabilities, amounts paid in settlement, fines, penalties, litigation costs, fees and expenses, including without limitation the reasonable fees and expenses of VRA's attorneys and financial advisors, of whatever kind or nature incurred in or arising from the Legal Action or defending itself in the Legal Action.

3.05 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIRGINIA RESOURCES AUTHORITY

By: Shawn B. Crumlish
Name: Shawn B. Crumlish
Title: Executive Director

RAPIDAN SERVICE AUTHORITY

By: _____
Name: _____
Title: _____

COUNTY OF GREENE, VIRGINIA

By: _____
Name: _____
Title: _____

Receipt Acknowledged:

COUNTY OF MADISON, VIRGINIA

By: _____
Name: _____
Title: _____

COUNTY OF ORANGE, VIRGINIA

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CONSENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIRGINIA RESOURCES AUTHORITY

By: _____
Name: Shawn B. Crumlish
Title: Executive Director

RAPIDAN SERVICE AUTHORITY

By: Lee Frame
Name: Lee Frame
Title: Chair, Rapidan Service Authority
Board of Directors

COUNTY OF GREENE, VIRGINIA

By: Dale Herring
Name: Dale Herring
Title: Chair, Greene County Board
of Supervisors
Receipt Acknowledged:

COUNTY OF MADISON, VIRGINIA

By: _____
Name: _____
Title: _____

COUNTY OF ORANGE, VIRGINIA

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CONSENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIRGINIA RESOURCES AUTHORITY

By: _____
Name: Shawn B. Crumlish
Title: Executive Director

RAPIDAN SERVICE AUTHORITY

By: _____
Name: _____
Title: _____

COUNTY OF GREENE, VIRGINIA

By: Dale Herring
Name: Dale Herring
Title: Chair, Greene County Board
of Supervisors
Receipt Acknowledged:

COUNTY OF MADISON, VIRGINIA

By: R. Clay Jackson
Name: R. Clay Jackson
Title: MC BOS Chairman

COUNTY OF ORANGE, VIRGINIA

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO CONSENT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VIRGINIA RESOURCES AUTHORITY

By: _____
Name: Shawn B. Crumlish
Title: Executive Director

RAPIDAN SERVICE AUTHORITY

By: _____
Name: _____
Title: _____

COUNTY OF GREENE, VIRGINIA

By: Dale Herring
Name: Dale Herring
Title: Chair, Greene County Board
of Supervisors
Receipt Acknowledged:

COUNTY OF MADISON, VIRGINIA

By: _____
Name: _____
Title: _____

COUNTY OF ORANGE, VIRGINIA

By: R. Mark Johnson
Name: R. Mark Johnson
Title: Chairman, Board of Supervisors

[SIGNATURE PAGE TO CONSENT AGREEMENT]

EXHIBIT A

VRA Letter
(attached)

27210/4000/10941919v1

October 29, 2021

Mr. Mark Taylor
County Administrator
Greene County
40 Celt Road
Stanardsville, Virginia 22973

RE: Greene County – Rapidan Service Authority

Dear Mr. Taylor:

VRA has completed the analysis associated with Greene County's request for consent to withdrawal from the Rapidan Service Authority (RSA). VRA is a strong proponent of regionalism due to the operational and economic efficiencies that often accompany the delivery of public services on a regional basis; however, it is understood that in certain extraordinary circumstances, regional cooperation may not always be possible. While VRA had hoped for an amicable and efficient resolution to the dispute between Greene and RSA, based on the strained relationship between the two localities and differing visions for the future delivery of water and sewer service to Greene customers, VRA has completed a review of the revenue generating capacity of Greene and RSA in a scenario where Greene is no longer a member jurisdiction of RSA.

Based on the review of Greene and RSA and their situation as we understand it today, VRA conditionally consents to the withdrawal of Greene from RSA under the following conditions:

- Completion of binding mediation as it relates to the terms and conditions of Greene's withdrawal from RSA;
- Successful negotiation and execution of a comprehensive withdrawal agreement among Greene, RSA, and the Counties of Orange and Madison;
- Evidence of Greene's ability to provide for the day-to-day operations of the utility facilities serving Greene customers; such evidence may include the executed third-party operator contract or evidence of hiring certified water and sewer plant operators by Greene;
- Evidence of a water and sewer rate schedule adopted by the Greene Board of Supervisors that establishes rates, fees, and charges (inclusive of any budgeted general fund transfers under existing support agreements) sufficient to provide for the operating and maintenance costs and debt service of the Greene water and sewer utility system, with the understanding that future rate increases may be necessary to provide for future capital improvements;
- Evidence of the establishment of a Greene water and sewer system enterprise fund within the County's accounting system;

- Final transfer of related water and wastewater permits from RSA to Greene by the Virginia Department of Health and the Virginia Department of Environmental Quality as necessary;
- Issuance of a Certificate of Withdrawal from the Virginia State Corporation Commission;
- Dismissal of all litigation between Greene County and RSA regarding Greene's withdrawal and related utility matters;
- Completion of satisfactory tax and other legal due diligence review by VRA's bond counsel as it relates to any private activity associated with the Greene water and sewer utility system; VRA reserves the right to require additional conditions that may be necessary based on the legal due diligence review to be completed by VRA's bond counsel, which could potentially include tax remediation measures if required under tax law;
- Greene's payment of VRA legal fees associated with the documentation and review associated with the withdrawal from RSA; and
- Any other items or action that VRA deems necessary based on any additional information received.

Notwithstanding the foregoing, if VRA is named the defendant in or becomes subject to any proceeding, action, suit, complaint, claim or counterclaim, whether judicial or administrative in nature, in any way connected with Greene's proposed withdrawal from RSA (a Legal Action), the conditional consent provided herein will be void and VRA will not be obligated to proceed in the withdrawal process or enter any appearance in such Legal Action unless VRA is satisfied that Greene has made provision for the payment by Greene of any and all of VRA's losses, damages, judgments, liabilities, amounts paid in settlement, fines, penalties, litigation costs, fees and expenses, including without limitation the fees and expenses of VRA's attorneys and financial advisors, of whatever kind or nature incurred in or arising from the Legal Action or defending itself in the Legal Action. The agreement by which VRA will evidence its final consent to Greene's withdrawal from RSA will contain a similar provision regarding Legal Actions arising after the withdrawal date.

As noted in prior correspondence, VRA is eager to assist Greene and RSA in bringing this matter to closure. Please contact Peter D'Alema of my staff at 804-616-3446 (pdalema@virginiareources.org) if VRA can be of further assistance at this time.

Best regards,



Stephanie L. Hamlett
Executive Director

Cc: Arthur Anderson, McGuireWoods
Tim Clemons, 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

M:\Rapidan Service Authority\Greene Withdrawal\RSA Resolution Re Transfer Documents, .Docx

1

This deed prepared by: *James M. Bowling, IV*
VSB No. 14232
St. John, Bowling & Lawrence, PLC

TMP: None
Consideration: N/A
Tax Assessment: N/A

This deed is exempt from recordation tax pursuant to 58.1-811(A)(3) and 58.1-811(C)(4) of the Code of Virginia (1950), as amended.

DEED OF CONVEYANCE AND DEED OF EASEMENTS

THIS DEED OF CONVEYANCE AND DEED OF EASEMENTS (“**Deed**”), dated as of _____, _____, 2023, by and between RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia (“**RSA**” or “Grantor”) and GREENE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“**Greene County**” or “Grantee”).

WHEREAS, RSA is the holder of certain express and prescriptive easements on certain parcels of real estate located in Greene County, Virginia with respect to the services provided by the RSA (the “**Easements**”).

WITNESSETH

NOW, THEREFORE, for and in consideration of the provisions of the Withdrawal and Transition Agreement dated as of June 14, 2022:

RSA hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS and QUITCLAIMS to Greene County, its successors, and assigns, all of RSA’s right, title, and interest, if any, in and to the Easements (including any prescriptive easements, which Greene County and RSA understand and agree run with the real estate). This conveyance includes all easements that can be conveyed for water and wastewater lines and facilities and appurtenances thereto, including fire hydrants, pump stations, and force mains, located within Greene County. The easements conveyed include, but are not limited to, those easements identified in SCHEDULE A attached hereto. Greene County hereby accepts such assignment, transfer, and conveyance from RSA.

Final 3/10/23

Greene

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Conveyance and Deed of Easements to be executed by the officers whose names appear below.

RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)

Name:

Title:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

Notary Public

My Commission Expires: _____

GREENE COUNTY, VIRGINIA

By: Dale Herring (SEAL)

Name: Dale Herring

Title: Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Greene

The foregoing instrument was acknowledged before me this 10th day of March, 2023, by Dale Herring, Chairman, Board of Supervisors, Greene County, Virginia.

Kimberly L. Morris
Notary Public

My Commission Expires: 5/31/24



Acceptance authorized pursuant to § 15.2-1803 of the Code of Virginia (1950), as amended

APPROVED AS TO FORM:

By: Kelley Kemp

Name: Kelley Kemp, County Attorney

SCHEDULE A

This conveyance includes all easements that can be conveyed for water and wastewater lines and facilities and appurtenances thereto (including any prescriptive easements, which Greene and RSA understand and agree run with the real estate) located within Greene County, including, but not limited to, the following:

NEED: Instrument for easement for waterline serving Liberty Fabrics Property in Madison County [to be added].

FROM (GRANTOR)	TO (GRANTEE)	DATED	DEED BOOK/PAGES INST. NO.	PAGE OF DOC 10854272
1. Allen Lenwood Hord	RSA	May 5, 1971	53 - 103-105	4-7
2. Leroy W. Berry and Meda D. Berry	RSA	May 14, 1973	66 - 90A	12
3. Town Council of the Town of Stanardsville, Virginia	RSA	April 27, 1973	66 - 228-229	13-14
4. William W. Talbott and Barbara Talbott, and R. B. Stephenson, Jr. and Jane E. Stephenson	RSA	July 11, 1973 Rec 7/17/73	68 - 086-087	15-16
5. Deerfield Ltd.	RSA ¹	May 25, 1973 Rec 8/8/73	68 - 344-346	17-21
6. Piedmont Acres, Ltd.	RSA	November 19, 1975	90 - 176-178-Plat Bk 3 Page 142	22-25
7. Greene County Housing Development Corporation	RSA	May 14, 1976 Rec 7/12/76	95 - 150-151 PB2-223,2-224	34-39
8. American Legion	RSA	May 27, 1977 Rec 11/15/77	102 - 532-534, 534A	40-43
9. Zirkle Blakey and Jean D. Blakey	RSA	May 27, 1977 Rec 11/15/77	102 - 535-537A,B	44-48
10. Sally Blakey	RSA	October 12, 1977 Rec 11/15/77	102 - 538-540/540A	49-52
11. Wilson Bright and Ada Bright	RSA	July 19, 1977 Rec 11/15/77	102 - 541-543A/B	53-57
12. James Early and Sallie Early	RSA	July 18, 1977 Rec 11/15/77	102 - 544-546B	58-62

¹ and Don E. Burch and Frederick R. Coates, Trustees, parties of the third part

	FROM (GRANTOR)	TO (GRANTEE)	DATED	DEED BOOK/PAGES INST. NO.	PAGE OF DOC 10854272
13.	Thomas Early and Mattie B. Early	RSA	October 11, 1977 Rec 11/15/77	102 - 547-549A	63-66
14.	Angus Buddy Gibbons	RSA	May 27, 1977 Rec 11/15/77	102 - 550-552A/B	67-71
15.	Sallie Gibbons	RSA	July 27, 1977 Rec 11/15/77	102 - 553-555A	72-75
16.	Willie Graves and Bertha Graves	RSA	July 18, 1977 Rec 11/15/77	102 - 556-558A	76-79
17.	James Phil Johnson, Jr. and Sara H. Johnson	RSA	May 27, 1977 Rec 11/15/77	102 - 559-561A	80-83
18.	Nelie Mae Johnson	RSA	July 20, 1977 Rec 11/15/77	102 - 562-564A	84-87
19.	Frank L. Lamb and Mary D. Lamb	RSA	May 27, 1977 Rec 11/15/77	102 - 565-567A	88-91
20.	Alfred Strother and Georgia Strother	RSA	July 20, 1977 Rec 11/15/77	102 - 568-570A	92-95
21.	Gene J. Strother and Betty G. Strother	RSA	October 14, 1977 Rec 11/15/77	102 - 571-573	96
22.	Serena Williams	RSA	June 8, 1977 Rec 11/15/77	102 - 574-576A	100
23.	Ruth Williboy	RSA	July 27, 1977	102 - 577-579A	104
24.	Marie Burley and Mack Burley	RSA	July 20, 1977	102 - 672-675	108
25.	Edith Graves	RSA	January 6, 1978	103 - 480-483	112
26.	Lucy Brock Prince	RSA	January 6, 1978	103 - 484-487	116
27.	The Potomac Edison Company	RSA	October 17, 1977	103 - 582-586	120
28.	Page Holmes	RSA	July 18, 1977	104 - 015-017	126
29.	Robert E. Brock and Barbara Brock	RSA	February 21, 1978	104 - 042-045	130
30.	Davis-Dickey Associates	RSA ²	March 13, 1978	104 - 306-309	134
31.	Robert W. Coppedge and Hannah Bickers Coppedge	RSA	September 26, 1978	106 - 717-719/720-721	139
32.	Lynn E. and Norma J. Jarrell	RSA	September 27, 1978	106 - 745-747/748	144
33.	Nationwide Homes, Incorporated	RSA	June 9, 1983	139 - 281-282	162-16

² and Charles D. Barrell and Steve Will, Trustees parties of the Third Part

	FROM (GRANTOR)	TO (GRANTEE)	DATED	DEED BOOK/PAGES INST. NO.	PAGE OF DOC 10854272
34.	David F. Berry and Doris M. Berry, and D. Michael Berry and Paula Greer Berry	RSA	September 2, 1983 Rec 9/21/83	141 - 312-313	164-165
35.	Orbin F. Carter, Trustee for the Forloines Land Trust #1	RSA	August 22, 1984	152 - 111-112/PC556	166-168
36.	Grover W. Forloines and Son, Inc.	RSA	August 22, 1984 Rec 10/30/84	152 - 113-114/PC557	169-171
37.	Greene County Industrial Development Authority	RSA	September 25, 1984 Rec 1/3/85	153 - 322-323	172-173
38.	Charles Gregory Wells, and Gary Wells, Michael Wells, and Laura Faulkner	RSA	October __, 1984 Rec 1/3/85	153 - 324-326/327	174-177
39.	Edith Graves and C. G. Graves	RSA	November 2, 1984	153 - 328-331	178-181
40.	Mollie Faulkner	RSA	October 15, 1984	153 - 332-335	182-185
41.	David Brock and Margaret Brock	RSA	October 24, 1984 Rec 1/3/85	153 - 336-338/339	186-189
42.	Booker Home Sales, Inc.	RSA	March 7, 1985 Rec 3/11/85	155 - 164-165	190-191
43.	Joseph F. Pasternak and Henrietta B. Pasternak	RSA	April 8, 1985 Rec 9/19/85	160 - 290-293	192-195
44.	Ruth M. Morris, Grover C. Morris, Jr., Viola M. Cassidy and Gene M. Oakey, heirs at law of Grover C. Morris	RSA	May 24, 1985 <i>mailed RSA 10/3/85</i> Rec 9/19/85	160 - 294-297/298	196-200
45.	Ackline D. Deane	RSA	December 10, 1985	163 - 312-314/315	201-204
46.	James Marks and Mary T. Marks	RSA	January 20, 1986	164 - 310-312	205-208
47.	James W. Breeden and Vella M. Breeden	RSA	March 11, 1986	167 - 234-236	215-218
48.	Edwin E. Dillon and Nora P. Dillon	RSA	April 30, 1986	167 - 238-240/241	219-222
49.	Edward O. Breeden and Sabrina S. Breeden	RSA	April 7, 1986	167 - 242-246	223-227
50.	Samuel Clyburne and Juanita Clyburne	RSA	March 29, 1986	167 - 247-250	228-231
51.	E. C. Compton and Dorothy A. Compton	RSA	February 27, 1986	167 - 251-254	232-235
52.	Florence Victoria Roach	RSA	April 2, 1986	167 - 255-258	236-239
53.	Carrie E. Herndon, Widow	RSA	May 21, 1986 Rec 5/29/86	168 - 64-67	240-243
54.	Eunice Mae White	RSA	May 27, 1986 Rec 5/29/86	168 - 68-71	244-247

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55. Maggie Lamb	RSA	July 8, 1986 Rec 7/10/86	169 – 343-346	251-254
56. Lance Oliver	RSA	July 18, 1986	170 – 103-106	255-258
57. Leo W. Kennon and Reta T. Kennon	RSA	July 30, 1986	170 – 314-317	259-262
58. Robert F. Galione and Ann C. Galione	RSA*	July 22, 1986 Rec 8/1/86	170 – 337-341	263-267
59. Glenn Ray Brill	RSA	August 4, 1986 Rec 8/4/86	171 – 13-16	268-271
60. Michael D. Graves and Linda B. Graves	RSA	July 14, 1986	171 – 60-64	272-276
61. Hugh Fletcher Jackson and Edna Bell Jackson	RSA	August 28, 1986	172 – 02-05	277-280
62. William H. Brill and Ila V. Brill	RSA	September 3, 1986 Rec 9/3/86	172 – 75-78	281-284
63. William H. Brill and Ila V. Brill	RSA	September 3, 1986	172 – 79-82	285-288
64. Leon D. Taylor	RSA	September 8, 1986 Rec 9/11/86	172 – 173-176	289-292
65. Patricia Ann Woodfolk	RSA	September 12, 1986	172 – 210-213	293-296
66. Nathaniel Greene Development Corporation	RSA	September 12, 1986	172/306-307	297-298
67. Nathaniel Greene Development Corporation	RSA	September 12, 1986	173 – 126-132	299-305
68. Rapidan Service Authority	RSA	September 22, 1986	173 – 153-156	10854279 p. 61
69. George A. Teed, R. and Eleanor P. Teed	RSA	February 17, 1987 Rec 2/18/87	178 – 203-206	306-309
70. SJR, Inc.	RSA	May 8, 1987 Rec 5/8/87	181 – 271-283	310-311
71. James F. Gibbs, Jr. and Helen C. Gibbs	RSA	May 8, 1987 Rec 5/8/87	181/281-283	312-314
72. Sung H. Bahk and Patricia Ann Bahk	RSA	August 24, 1987	186 – 324-327	376-379
73. Wendall Lamb and Janice R. Lamb	RSA ³	February 18, 1988 Rec 3/24/88	194 – 29-34 PC980	388-394
74. Lance Oliver	RSA ⁴	May 24, 1988 Rec 5/25/88	196 – 124-128	395-399

³ and Mary D Lamb, lienholder, party of the third part

⁴ and Mary D. Lamb, party of the third part

*Orbin F. Carter, Trustee under a certain Deed of Trust, party of the third part, and Frances E. Gregerson, Noteholder

	FROM (GRANTOR)	TO (GRANTEE)	DATED	DEED BOOK/PAGES INST. NO.	PAGE OF DOC 10854272
75.	Barbara Massie	RSA	April 18, 1988	196 – 129-131	400-403
76.	Donald G. Harper and Ann P. Harper	RSA	February 23, 1988	196 – 133-135	404-407
77.	Gene H. Collier	RSA	May 5, 1988	195 – 137-140	408-411
78.	Lemuel E. Dickerson and Blanche Dickerson	RSA	May 4, 1988	196 – 141-144	412-415
79.	Walker W. Breeden and Mary P. Breeden	RSA	May 4, 1988	196 – 145-148	416-419
80.	Loretta S. McDaniel	RSA	May 9, 1988	196 – 149-152	420-423
81.	William M. Decker and Alice G. Decker	RSA	May 9, 1988	196 – 153-156	424-427
82.	Clifton McClure and Robert M Callaghan, Trustees of the Stanardsville Land Trust	RSA	December 15, 1988	205 – 329-332	428-432
83.	SJR, Inc.	RSA	January 27, 1989 Rec 3/4/89	208/287	433-434
84.	Davis-Dickey Associates	RSA	January 29, 1990	224 – 49-51	522-524
85.	Violette Moyers	RSA	January 9, 1990	224 – 151-155	525-529
86.	Silas A. Reynolds and Jewell R. Reynolds, and Silas A. Reynolds, attorney-in-fact for Fred A. Barkley and Carol R. Barkley, and Earl A. Reynolds	RSA	March 14, 1989	224 – 156-160	530
87.	B. G. Sowder, Trustee, Grantor	RSA	February 5, 1990	225 – 72-75	535-538
88.	Ronald W. Lamm and Mary R. Lamm	RSA	February 6, 1990	220 – 01-02	539-540
89.	Kyle __, Wood	RSA	August 9, 1990	232 – 293-299	541-547
90.	Terra Corp.	RSA	September 4, 1990	234 – 165-172	553-554
91.	T & D Associates	RSA	April 30, 1990	234/167-172	555-560
92.	Lawrence and Susan Sullivan	RSA	June 29, 1990	234 – 173-176	561-564
93.	School Board of the County of Greene	RSA	October 1, 1990	236 – 72-76	10854279 p. 352
94.	Evergreene Cottages Phase I Incorporated	RSA	December 12, 1990	238 – 355-356	565-566
95.	Spotswood Development Corporation, David F. Berry and Doris M. Berry, and Morris House Associates	RSA	December 13, 1990	244 – 28-32	567-566
96.	Silas A. and Jewell Reynolds (RSA reservation of preexisting easement)	RSA	January 8, 1991	241 – 79-81	10854279 p. 357
97.	B.G. Sowder (RSA reservation of preexisting easement)	RSA	January 8, 1991	256 – 245-247	10854279 p. 367

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98.	Kyle Wood	RSA	January 23, 1991	201 – 316-317	10854279 p. 380
99.	T&D Associates (RSA reservation of preexisting easement).	RSA	April 30, 1991	246 – 103-105	10854279 p. 360
100.	B & P Enterprises and AB and P Land Trust	RSA	July 31, 1991	250 – 142-145	10854279 – p. 363
101.	Daughtry & Company, Raymond A. Daughtry, General Partner	RSA	October 9, 1991	254 – 277-279	572-574
102.	T&D Associates	RSA	August 15, 1991	261 – 310-312	575-577
103.	Terra Corporation (RSA reservation of preexisting easement).	RSA	October 16, 1991	256 – 294-296 256 – 325-327	10854279 p. 370
104.	S.A. Reynolds and Jewell R. Reynolds, and S.A. Reynolds acting as attorney-in-fact for Fred A. Barkley and Carol R. Barkley, and Earl A. Reynolds	RSA	April 9, 1992	266 – 200-203	578-581
105.	Richmond Development, Inc.	RSA	May 5, 1992	271 – 231-233	582-584
106.	The Insurance Institute for Highway Safety	RSA	July 20, 1992	274 – 185-187	585-587
107.	Greene County Industrial Development Authority	RSA	August 18, 1992	280 – 326-327	588-589
108.	James P. Johnson	RSA	January 6, 1993	286 – 110-113	590-593
109.	Evergreene Associates Limited Partnership, and Evergreene Property Development Goup	RSA	March 26, 1990	318 – 88-91	594-597
110.	Ronald H. and Mary R. Lamm (RSA reservation of preexisting easement).	RSA	September 13, 1993	311 – 340-342	10854279 p. 397
111.	James B. Spence, Jr.	RSA	January 31, 1995	343 – 65-67	598-600
112.	T&D Associates	RSA	February 1, 1996	368 – 169-171	603-6-5
113.	Deer Field, L.C.	RSA	October 31, 1997	436 – 135-137	606-620
114.	Bank of Greene Land Trust	RSA	October 23, 1997	436 – 138-140	621-624
115.	Virginia Oil Company	RSA	November 4, 1997	436 – 142-144	625-628
116.	Daisy Harlow	RSA	October 21, 1997	436 – 146-149	629-632
117.	Richard F. Daniel, Jr.	RSA	October 31, 1997 Rec 2/12/98	436 – 150-153	633-636
118.	Robert D. Brugh	RSA	October 23, 1997	436 – 154-157	637-640

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119.	Mary A. McMullen Estate	RSA	October 29 1997	436 - 158-161	641-644
120.	John F. Bukrim and Lorie A. Bukrim	RSA	October 21, 1997 Rec 2/12/98	436 - 162-165	645-648
121.	B.B. Shotwell Estate	RSA	October 28, 1997 Rec 2/12/98	436 - 166-168	649-651
122.	Carlyle Weaver and J. Daniel Crigler	RSA	October 20, 1997 Rec 2/12/98	436 - 169-172	652-655
123.	Harold C. Phillips and Katie M. Phillips	RSA	October 23, 1997 Rec 2/12/98	436 - 173-177	656-660
124.	The Norman and Patricia Dean Partnership	RSA	October 27, 1997 Rec 2/12/98	436 - 178-181	661-664
125.	Lucinda Sims Estate	RSA	October 28, 1997	436 - 182-186	665-669
126.	The Norman and Patricia Dean Partnership	RSA	October 27, 1997	436 - 187-190	670-673
127.	Piedmont Development Association Ltd.	RSA	November 3, 1997	436 - 191-194	674-677
128.	Village Green Partnership	RSA	November 3, 1997 Rec 2/12/98	436 - 195-197	678-680
129.	James B. Eddins, et al.	RSA	October 15, 1997	436 - 198-202	681-685
130.	George R. Haney, Jr.	RSA	November 5, 1997 Rec 2/12/98	436 - 203-206	686-689
131.	Norman O. Dean	RSA	November 5, 1997 Rec 2/12/98	436 - 207-210	690-693
132.	O. P. Shiftett, via POA Francis A. Shiftett	RSA	November 24, 1997 Rec 2/12/98	436 - 211-214	694-697
133.	NationsBank, N.A.	RSA	November 3, 1997	436 - 215-218	698-701
134.	Katherine Gale Chapman	RSA	November 3, 1997	436 - 219-222	702-705
135.	NationsBank N.A.	RSA	November 3, 1997 Rec 2/12/98	436 - 223-226	706-709
136.	Stephen B. Birchell	RSA	November 5, 1997 Rec 2/12/98	436 - 227-230	710-713
137.	John Irvin Melone, Jr.	RSA	October 17, 1997 Rec 2/12/98	436 - 231-234	714-717
138.	AB&P Land Trust	RSA	October 31, 1997 Rec 2/12/98	436 - 235-238	718-721
139.	Barbara M. Talbott	RSA	November 5, 1997 Rec 2/12/98	436 - 243-246	722-725

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140.	Village Greene Partnership	RSA	October 16, 1997 Rec 2/12/98	436 - 247-250	726-729
141.	Roy Kieth Conley	RSA	November 1, 1997 Rec 2/12/98	436 - 251-254	730-733
142.	James K. Daly	RSA	October 20, 1997 Rec 2/12/98	436 - 255-258	734-737
143.	Tiger Fuel Company	RSA	November 5, 1997 Rec 2/12/98	436 - 264-267	738-741
144.	Thomas R. Snoddy and Ronald Snoddy	RSA	October 21, 1997 Rec 2/12/98	436 - 268-270	742-744
145.	Mary L. Dudding	RSA	November 5, 1997	436 - 271-273	745-747
146.	George A. Teed, Jr. and Eleanor P. Teed	RSA	May 29, 1998 Rec 5/29/98	449 - 245-249	748-752
147.	James Powell and Joyce Powell	RSA	May 28, 1998 Rec 5/29/98	449 - 250-253	753-756
148.	Deerfield L.C.	RSA	April 11, 1999	494 - 181-185	10854279 p. 408
149.	Deerfield, L.C.	RSA	April 16, 1999 Rec 4/28/99	494 - 181-185	762-766
150.	Charlottesville Realty Corporation	RSA	September 7, 2000 Rec 9/13/00	556 - 183-187	767-771
151.	Travenor Harlow, Jr. and Charlotte T. Harlow	RSA	March 5, 2001	575 - 333-338	772-777
152.	America First Homes, Inc.	RSA	March 5, 2001 Rec 3/8/01	575 - 339-344	778-783
153.	Travenor Harlow and Evelyn Harlow, Trustees of the Travenor and Evelyn Harlow Revocable Trust Agreement, America First Homes, Inc., Additional Grantor	RSA	March 5, 2001 Rec 3/8/01	575 - 345-350	784-789
154.	Sung H. Bahk	RSA	September 25, 2000 Rec 4/12/01	582 - 44-47	790-793
155.	Virginia Oil Company, Inc.	RSA	September 28, 2000 Rec 4/12/01	582 - 48-51	794-797
156.	Deerfield L.C.	RSA	August 14, 2001 Rec 8/14/01	604 - 214-217	798-801
157.	Ronald W. Lamm and Mary R. Lamm	RSA	August 3, 2001 Rec 8/14/01	604 - 244-245	802-806

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158.	Eugene D. Powell	RSA	January 18, 2002 Rec 4/2/02	648 – 24-27	810-813
159.	James F. Stephens	RSA	March 26, 2002 Rec 4/2/02	648 – 28-31	814-817
160.	Olivia Haney	RSA	September 28, 2001 Rec 4/2/02	648 – 32-35	818-821
161.	Watson and Company	RSA	September 28, 2001 Rec 4/2/02	648 – 36-39	824-827
162.	Randolph Wayne Haney	RSA	October 9, 2001	648 – 40-43	828-831
163.	Charles Henry Gibson	RSA	September 3, 2001 Rec 4/2/02	648 – 44-47	832-835
164.	Bobby F. McDaniel and Joann McDaniel	RSA	October 29, 2001 Rec 4/2/02	648 – 48-51	836-839
165.	Franklin Robertson and Paula Robertson	RSA	October 1, 2001 Rec 4/2/02	648 – 52-54	840-843
166.	August C. Goldsmith and Audrey A. Goldsmith	RSA	December 17, 2001 Rec 4/2/02	648 – 56-58	844-848
167.	William E. McDaniel	RSA	October 30, 2001 Rec 4/2/02	648 – 59-61	849-853
168.	Joe D. Ford and Betty A. Ford	RSA	December 5, 2001	648 – 62-64	854-859
169.	Betty A. Ford, Richard Early, Michael R. Vincel, Jr., and James A. Henshaw, Trustees of the Westover United Methodist Church	RSA	December 12, 2001 Rec 4/2/02	648 – 65-70	860-865
170.	Tri-County Development Corporation	RSA	February 14, 1996 Rec 4/2/02	648 – 71-73	866-868
171.	Tri-County Development Corp.	RSA	November 22, 1999 Rec 4/2/02	648 – 74-77	869-872
172.	Alvis G. Perkinson, III	RSA	November 5, 2001 Rec 4/2/02	648 – 78-81	873-876
173.	J. Carl Lamb	RSA	August 23, 2001	648 – 82-86	877-881
174.	J. Carl Lamb	RSA	April 11, 2002	654 – 324-328	882-886
175.	Anna W. Florence	RSA	September 12, 2002	677/123-129	887-894
176.	Westwood Associates, L.L.C.	RSA	March 17, 2003	719 – 344-346	895-897

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177.	William Earl Shiftlett	RSA ⁵	June 30, 2003 Rec 6/25/03	747 - 227-229	898-900
178.	WillowLake Land Trust	RSA	October 14, 2003	786 - 308-319	902-925
179.	Willow Lake Land Trust	RSA	December 12, 2003	801 - 214-225	926-937
180.	Ronald W. Lamm and Mary R. Lamm	RSA	April 14, 2004	830 - 04-08	938-944
181.	David P. Eddins and William E. Thacker	RSA	May 3, 2004	835 - 43-46	948-951
182.	Crescent Development Group, L.L.C.	RSA	June 10, 2004	846 - 220-222	952-954
183.	Crescent Development Group, L.L.C., and Summit Construction Company of Virginia, Inc.	RSA	March 11, 2005	910 - 100-103	967-973
184.	Prentice E. Roach and Ester B. Roach	RSA	January 6, 2006	992 - 290-292	974-976
185.	Boyd S. Few and Angola C. Few	RSA	July 5, 2005	995 - 158-161	977-981
186.	North Charlottesville Development, LLC	RSA	May 10, 2006 Rec 5/11/06	1041 - 300-306	988-994
187.	Tiger Fuel Company	RSA ⁶	January 31, 2006	999 - 142-144	982-987
188.	Landmark Developers LLC	RSA	October 20, 2006	1054 - 247-249	999-1001
189.	Ted Corp, Inc.	RSA	June 8, 2007	1103 - 335-337	1002-1005
190.	Larry B. Hall and Barbara A. Hall	RSA	October 22, 2007	1131 - 307-309	1006-1008
191.	Gateway Market Center, L.L.C.	RSA	October 19, 2007	1131 - 310-312	1009-1011
192.	Wexford Subdivision, LLC	RSA	July 16, 2008	1176 - 75-77	1012-1018
193.	Greene County	RSA	June 11, 2008 Rec 9/10/08	1182/53-54	1019-1020
194.	Greene County	RSA	June 23, 2008	1182 - 55-57	1021-1023
195.	Southern Property, LLC	RSA	April 14, 2009 Rec 4/15/09	1210 - 86-88	1024-1029
196.	Waters Edge Investments LLC	RSA	April 14, 2009	1210 - 89-91	1030-1032
197.	Greene County	RSA	April 15, 2009 Rec 4/20/09	1211 - 54-55	1033-1034
198.	Greene County	RSA	April 15, 2009 Rec 4/20/09	1211 - 56-59	1035-1038

⁵ Elkay Partners, LLC, party of the second part, Grantee
⁶ and Greene County

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199.	Greene County	RSA	April 15, 2009 Rec 4/20/09	1211 - 60-61	1039-1040
200.	Greene County	RSA	April 15, 2009 Rec 4/20/09	1211 - 62-64	1041-1043
201.	The County of Greene	RSA	April 15, 2009 Rec 4/20/09	1211 - 65-67	1044-1052
202.	Greene County	RSA	Rec 4/28/09	1212-186/196-198	1054-1055
203.	Greene County	RSA	April 21, 2009 Rec 4/28/09	1212 - 199-201	1056-1058
204.	The County of Greene	RSA	April 21, 2009 Rec 4/28/09	1212 - 202-204	1059-1073
205.	Greene County	RSA	June 23, 2009 Rec 6/25/09	1222 - 02-04	1074-1076
206.	Greene County	RSA	June 23, 2009 Rec 6/25/09	1222 - 05-07	1077-1079
207.	Northridge Land Trust	RSA	August 11, 2009 Rec 8/21/09	1232 - 21-23	1080-1082
208.	CVS 75711 VA, L.L.C.	RSA	December 14, 2009 Rec 12/16/09	1248 - 150-154	1087-1091
209.	Greene County	RSA	November 10, 2009 Rec 2/11/10	1253 - 325-327	1092-1094
210.	Greene County	RSA	December 8, 2009 Rec 2/11/10	1253 - 328 -330	1095-1097
211.	Greene County	RSA	December 8, 2009 Rec 2/11/10	1253 - 331-335	1098-1102
212.	Gateway Market Center L.L.C.	RSA	February 24, 2010 Rec 3/16/10	1257 - 327-331	1103-1107
213.	Greene County	RSA	September 14, 2010 Rec 10/8/10	1283 - 239-241	1108-1110
214.	Lamm Properties, LLC	RSA/Predddy Gibbs	December 7, 2010 Rec 12/27/10	1295 - 353-360	1111-1118
215.	Greene County	RSA	December 7, 2011 Rec 12/16/11	1337 - 301-303	1119-1121
216.	Sunnyside Land Trust	RSA	January 3, 2013 Rec 1/3/13	1384 - 357-359	1122-1124
217.	Northridge Land Trust	RSA	December 29, 2013 Rec 1/3/14	1424 - 313-315	1135-1138

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218.	Tractor Supply Company	RSA	July 28, 2015	1474 – 244-249	1146-1151
219.	Corner Store, LLC	RSA	September 14, 2015	1479 – 300-302	1152-1155
220.	Corner Store, LLC	RSA	September 13, 2016	1510 – 297-299	1159-1162
221.	Hamilton Properties, LLC	RSA	November 7, 2016	1516 – 366-368	1163-1166
222.	Greene County	RSA	December 20, 2016	1523 – 380-388	1167-1175
223.	Apex LLC	RSA	October 23, 2015	000531	1176-1179
224.	Lan LLC	RSA	October 16, 2018	002408	1180-1187
225.	Lan LLC	RSA	March 26, 2019	001592	1188-1190
226.	Hawk's Landing VA LLC	RSA	May 1, 2020	200001140	1191-1195
227.	Gateway Market Center, L.L.C.	RSA	April 8, 2020	CLR200001493	1196-1201
228.	Pearl E. Eways, individually and as devisee of Frank S. Eways, deceased	RSA	May 4, 2020	CLR200001494	1202-1205
229.	Zach & Ben, LLC, and Reed & Reed, P.C. Attorneys and Counselors at Law, Trustee, and Pioneer Bank	RSA	June 9, 2020 Rec 6/18/20	CLR200001495	1206-1212
230.	Pearl E. Eways, Individually and as devisee of Frank S. Eways, deceased	RSA	August 10, 2020 Rec 8/17/20	CLR200002134	1213-1218
231.	Charlottesville Land Development Group, LLC	RSA ⁷	undated (May 2021?)	CLR210001815	1219-1231
232.	Charlottesville Land Development Group, LLC	RSA ⁸	undated (May 2021?)	CLR210001816	1232-1237
233.	Stoneridge Place Holdings, LLC, and Blue Ridge Bank, National Association, Additional Grantor	RSA	October 25, 2021	220000141	1238-1244
234.	Tim Anderson	RSA	April 12, 2022 Rec 4/12/22	220000986	1245-1247
235.	Vabe Ghazarian	RSA	May 5, 2022	220001264	1248-1250

⁷ and the Board of Supervisors of Greene County, Virginia, a Grantee
⁸ and the Board of Supervisors of Greene County, Virginia, a Grantee

	FROM (GRANTOR)	TO (GRANTEE)	DATED	DEED BOOK/PAGES INST. NO.	PAGE OF DOC 10854272
236.	Esther B. Roach	RSA ⁹	August 11, 2022 Rec 9/19/22	220002380	1251-1253

⁹ And Greene County, Virginia

This deed prepared by: *James M. Bowling, IV*
VSB No. 14232
St. John, Bowling & Lawrence, PLC

TMP: None

Consideration: N/A

Tax Assessment: N/A

This deed is exempt from recordation tax pursuant to 58.1-811(A)(3) and 58.1-811(C)(4) of the Code of Virginia (1950), as amended.

DEED OF CONVEYANCE AND DEED OF EASEMENTS

THIS DEED OF CONVEYANCE AND DEED OF EASEMENTS (“**Deed**”), dated as of _____, _____, 2023, by and between RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia (“**RSA**” or “Grantor”) and GREENE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“**Greene County**” or “Grantee”).

WITNESSETH

NOW, THEREFORE, for and in consideration of the provisions of the Withdrawal and Transition Agreement dated as of June 14, 2022:

RSA hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS and QUITCLAIMS to Greene County, its successors, and assigns, all of RSA’s right, title, and interest, if any, in and to approximately 5000 feet of water lines and appurtenances thereto, including fire hydrants, extending from the Madison County line north, in the Virginia Department of Transportation right of way on the west side of Route 29, and terminating at the old Liberty Lace Factory, just north of Seville Road in Madison County, Virginia, including easements and rights in connection with these water lines and appurtenances (including any prescriptive easements, which Greene County and RSA understand and agree run with the real estate). Greene County hereby accepts such assignment, transfer, and conveyance from RSA.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Conveyance and Deed of Easements to be executed by the officers whose names appear below.

RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)

Name:

Title:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

Notary Public

My Commission Expires: _____

GREENE COUNTY, VIRGINIA

By: Dale Herring (SEAL)

Name: Dale Herring

Title: Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Greene

The foregoing instrument was acknowledged before me this 10th day of March, 2023, by Dale Herring, Chairman, Board of Supervisors, Greene County, Virginia.

Kimberly L. Morris
Notary Public

My Commission Expires: 5/31/24



Acceptance authorized pursuant to § 15.2-1803 of the Code of Virginia (1950), as amended

APPROVED AS TO FORM:

By: Kelley Kemp

Name: Kelley Kemp, County Attorney

This deed prepared by: *James M. Bowling, IV*
VSB No. 14232
St. John, Bowling & Lawrence, PLC

TMP: None
Consideration: N/A
Tax Assessment: N/A

This deed is exempt from recordation tax pursuant to 58.1-811(A)(3) and 58.1-811(C)(4) of the Code of Virginia (1950), as amended.

DEED OF CONVEYANCE AND DEED OF EASEMENTS

THIS DEED OF CONVEYANCE AND DEED OF EASEMENTS (“**Deed**”), dated as of _____, _____, 2023, by and between RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia (“**RSA**” or “Grantor”) and GREENE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“**Greene County**” or “Grantee”).

WITNESSETH

NOW, THEREFORE, for and in consideration of the provisions of the Withdrawal and Transition Agreement dated as of June 14, 2022:

RSA hereby GRANTS, CONVEYS, ASSIGNS, TRANSFERS and QUITCLAIMS to Greene County, its successors, and assigns, all of RSA’s right, title, and interest, if any, in and to a water system, including waterlines and appurtenances thereto, including fire hydrants, serving a subdivision in Orange County, Virginia, known as the Eheart Subdivision, as described in the Deed of Conveyance and Deed of Easement by and between TWW, Inc., as Grantor, and RSA, as Grantee, dated March 20, 2002, and recorded as Instrument Number CLR230000843 in the Office of the Clerk of the Circuit Court in Orange County, Virginia (including any prescriptive easements, which Greene County and RSA understand and agree run with the real estate). Greene County hereby accepts such assignment, transfer, and conveyance from RSA.

IN WITNESS WHEREOF, the parties hereto have caused this Deed of Conveyance and Deed of Easements to be executed by the officers whose names appear below.

RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)

Name:

Title:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____.

Notary Public

My Commission Expires: _____

GREENE COUNTY, VIRGINIA

By: Dale Herring (SEAL)

Name: Dale Herring

Title: Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Greene

The foregoing instrument was acknowledged before me this 10th day of March, 2023, by Dale Herring, Chairman, Board of Supervisors, Greene County, Virginia.

Kimberly L. Morris
Notary Public

My Commission Expires: 5/31/24



Acceptance authorized pursuant to § 15.2-1803 of the Code of Virginia (1950), as amended

APPROVED AS TO FORM:

By:

Kelley Kemp

Name:

Kelley Kemp, County Attorney

BILL OF SALE

THIS BILL OF SALE ("**Bill of Sale**"), dated as of _____, 2023, is entered into by and between GREENE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia ("**Greene**"), and RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia ("**RSA**").

WHEREAS, Greene and RSA are parties to that certain Withdrawal and Transition Agreement by and among Greene, RSA, Orange County, Virginia, a political subdivision of the Commonwealth of Virginia, and Madison County, Virginia, a political subdivision of the Commonwealth of Virginia (the "**Withdrawal and Transition Agreement**"); and

WHEREAS, pursuant to the Withdrawal and Transition Agreement, RSA has agreed, as of the Effective Date, to transfer all its right, title, and interest to the Assets, as such term is defined in the Withdrawal and Transition Agreement, to Greene.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Withdrawal and Transition Agreement.

2. **Sale.** RSA hereby GRANTS, CONVEYS, SELLS, TRANSFERS, DELIVERS, and QUITCLAIMS to Greene all of RSA's right, title, and interest in and to the following tangible personal property:

References to **Exhibit A** to the Withdrawal and Transition Agreement.

1. The portable lab equipment, desk and chair in the Greene Water Treatment Plant.

7. The portable lab equipment, desk and chair in the Wastewater Treatment Plant.

8. Chevrolet S10 pickup truck; VIN 1GCCS1449XK161729.

11. Grinder pumps and grinder pump repair parts, and Godwin portable pump purchased for use with sewage pump stations, all within Greene County which if not used before the transfer date will be the following:

Grinder pumps bearing serial numbers: DH806579, DH813820, DH813821, DH813827;
Grinder Pump Repair parts on hand.

Godwin portable pump Model number CD140M, Serial Number 0955895/02;

(These grinder pumps and parts will be transferred to the extent they have not been installed or utilized for the Greene system before the asset transfer date.)

Kohler Generator Make 50R02261 Serial # 226589.
Kohler Generator Make 50R02261 Serial # 226591.

Myers 40HP Submersible Pump

15. Customer and billing information and records most of which have already been transferred to Greene County, any updated information will be transferred.

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

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

18. Assets related to recent proposed capital projects located in Greene County, which consists of a Mangrum report for retrofitting the water treatment plant; memos from Mangrum regarding constructing a storage tank in Stanardsville, and a contract with VDOT for installing a 12" water main to bypass the Rt. 33/29 intersection.

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

20. Keys and locks needed to access or use facilities located in Greene or equipment transferred pursuant to this Agreement.

3. **Terms of the Withdrawal and Transition Agreement.** The terms of the Withdrawal and Transition Agreement are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Withdrawal and Transition Agreement shall not be superseded by this Bill of Sale, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Withdrawal and Transition Agreement and this Bill of Sale, the terms of the Withdrawal and Transition Agreement shall govern.

4. **Amendments; Waivers.** This Bill of Sale may not be amended, and no provision of this Bill of Sale may be waived, unless such amendment or waiver is in writing and signed, in the case of any amendment, by the parties hereto, or in the case of any waiver, by the party against whom the waiver is to be effective.

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

6. **Headings.** The headings in this Bill of Sale are for reference only and shall not affect the interpretation of this Bill of Sale .

7. **Counterparts.** This Bill of Sale may be executed in one or more counterparts, and by different parties hereto on separate counterparts, including by electronic transmission, each of which shall be deemed one and the same agreement. A signed copy of this Bill of Sale 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 Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed by the officers whose names appear below.

RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of March, 2023,
by _____.

My Commission Expires: _____

Notary Public

GREENE COUNTY, VIRGINIA

By: Dale Herring (SEAL)
Name: Dale Herring
Title: Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Greene

The foregoing instrument was acknowledged before me this 10th day of March, 2023,
by Dale Herring, Chairman, Board of Supervisors, Greene County, Virginia.

Kimberly L. Morris
Notary Public

My Commission Expires:

5/31/24



Prepared by and return to:
James M. Bowling, IV
VSB No. 14232
St. John, Bowling & Lawrence, PLC

Grantee's Address:
County of Greene
Administration Building
40 Celt Road
Stanardsville, VA 22973

Tax Map Nos.: 28-A-22A, 38-A-39A, 38-A-19, 37B-3-F-9A, 37-A-24, 40-A-4, 50-33-C, 50-A-3, 60A-12-8, 65-A-49A, 50-A-37

Title Insurance: Chicago Title Insurance Company Commitment No. C21666

This deed is exempt from recordation tax pursuant to 58.1-811(A)(3) and 58.1-811(C)(4) of the Code of Virginia (1950), as amended.

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of _____, 2023, by and between **RAPIDAN SERVICE AUTHORITY**, a political subdivision of the Commonwealth of Virginia, herein referred to as "**Grantor**," and **GREENE COUNTY**, a political subdivision of the Commonwealth of Virginia, herein referred to as "**Grantee**," and provides as follows:

WITNESSETH

NOW, THEREFORE, for and in consideration of the provisions of the Withdrawal and Transition Agreement dated as of June 14, 2022:

The Grantor does hereby quitclaim, release, grant, and convey unto Grantee any and all right, title, and interest that Grantor may possess in and to those certain lots or parcels of real property with all appurtenances thereunto belonging, lying and being situate in County of Greene, Virginia, and more particularly described as follows:

PLEASE SEE SCHEDULE A ATTACHED HERETO

This conveyance is made expressly subject to all easements, conditions, restrictions, and reservations contained in duly recorded deeds, plats, and other instruments constituting constructive notice in the chain of title to the above-described property hereby conveyed, which

ACCEPTED BY GRANTEE:

GREENE COUNTY, VIRGINIA, a political
subdivision of the Commonwealth of Virginia

By Dale Herring (SEAL)
Name Dale Herring
Title Chairman

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Greene) to-wit:

The foregoing Quitclaim Deed was acknowledged before me, this 10th day of March, 2023, by Dale Herring, of Greene County, Virginia, a political subdivision of the Commonwealth of Virginia, on behalf of Greene County, Virginia.

Kimberly L. Morris
Notary Public
Registration No. 341196

My commission expires:
5/31/24



Acceptance authorized pursuant to § 15.2-1803 of the Code of Virginia (1950), as amended

APPROVED AS TO FORM:

By: Kelley Kemp
Name: Kelley Kemp, County Attorney

SCHEDULE A

PARCEL ONE: TMP 28-A-22A

ALL that certain piece, parcel or tract of land, lying, being and situate in Greene County, Virginia, containing 88.52 acres, more or less, near the Town of Stanardsville, and adjoining lands now or formerly owned by Teed, Call and Brick Kiln Farm Real Estate Trust, and shown as Parcel A on a plat of survey made by G. T. Wilson, Jr., C.L.S., dated September 7, 1982, recorded in the Clerk's Office, Circuit Court, County of Greene, Virginia, as Plat Card 796.

BEING the same property acquired by Rapidan Service Authority (RSA) by Certificate of Take dated September 9, 1986, recorded September 25, 1986, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 173, page 141.

PARCEL TWO: TMP 38-A-39A

Tract 1: ALL that certain piece, parcel or tract of land, lying, being and situate in Greene County, Virginia, containing 51.57 acres, more or less, near the Town of Stanardsville, and adjoining lands now or formerly owned by Call, Brick Kiln Farm Real Estate Trust, Lillard, the Rapidan Service Authority and the residue of Teed, and shown as Parcel B on a plat of survey by G. T. Wilson, Jr., C.L.S., dated September 7, 1982, and recorded in the Clerk's Office, Circuit Court, County of Greene, Virginia, as Plat Card 795. LESS AND EXCEPT that certain lot or parcel of land containing .87 acre, more or less and identified as Parcel X on a plat of survey by Roger W. Ray dated February 10, 2000, and recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 2921.

BEING the same property acquired by Rapidan Service Authority (RSA) by Certificate of Take dated September 9, 1986, recorded September 25, 1986, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 173, page 139.

Tract 2: ALL that certain lot or parcel of land containing .23 acre, more or less and identified as Parcel Y on a plat of survey by Roger W. Ray dated February 10, 2000, and recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 2921.

BEING the same property conveyed to Rapidan Service Authority by Deed of Exchange from George A. Teed, Jr. and Eleanor P. Teed, dated June 1, 2000, recorded April 12, 2001, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 582, page 52, with Teed retaining a non-exclusive right of access in 50' easement as shown on Plat Card 2921.

PARCEL THREE: TMP: 38-A-19

ALL that certain piece, parcel or tract of land, lying, being and situate in Greene County, Virginia, containing 6.68 acres, more or less, near the Town of Stanardsville, and adjoining lands now or formerly owned by Teed, Powell, Lillard and Wafle and shown as Parcel C on a plat of survey by G. T. Wilson, Jr., C.L.S., dated September 7, 1982, and recorded in the Clerk's Office, Circuit Court, County of Greene, Virginia, as Plat Card 726.

BEING the same property conveyed to Rapidan Service Authority by Deed from Ferris Bleight Wafle and Phyllis T. Wafle, dated June 5, 1986, recorded June 5, 1986, in the Clerk's Office, Circuit Court Greene County, Virginia, in Deed Book 168, page 230.

PARCEL FOUR: TMP: 37B-3-F-9A

ALL that certain tract of parcel of land lying, being and situate in Greene County, Virginia, just west of the Stanardsville Corporate limits and just north of U. S. Highway 33, on what is commonly known as "Reservoir Hill", consisting of a parcel surrounding the present underground concrete water storage tank property of Rapidan Service Authority formerly owned by the Town of Stanardsville, Inc., extending ten feet from the north, east and west boundaries of said property and 30 feet south of the south boundary so as to constitute a tract or parcel hereafter measuring 80 feet by 100 feet instead of the former dimensions of 60 feet by 60 feet as described in a deed from Otis M. Bray and Hannah Bray, his wife to the Town of Stanardsville, dated January 1, 1940, and recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia, in Deed Book 25, page 360, more particularly described as Lot X on a plat of a survey made by Roger W. Ray & Assoc., Inc., dated August 17, 1990, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 1358.

BEING the same property conveyed to Rapidan Service Authority, by Deed from David F. Berry and Doris M. Berry, husband and wife, dated August 28, 1990, recorded August 28, 1990, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 233, page 247.

PARCEL FIVE: TMP: 37-A-24

ALL that certain tract or parcel of land, lying, being and situate in the Town of Stanardsville, Greene County, Virginia, containing 26,000 square feet, more or less, being more particularly described in metes and bounds as follows: Beginning on the Western Boundary of Lot No. 2 as described in a Deed of record in the Greene County Clerk's Office in Deed Book 15 at Page 205, as a concrete marker 440 ft. from the Southern boundary of the aforesaid Lot No. 2; thence S. 83 E. 100 ft. to a concrete marker; thence N. 7 East 260 ft. to a concrete marker, thence N. 83 W. 100 feet to a concrete marker on the fence line; thence S. 7 West 260 ft. to the point of beginning, containing 26,000 sq. ft.

BEING the same property conveyed to Rapidan Service Authority, by Deed from The Town of Stanardsville, dated February 11, 1981, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 122, page 127.

PARCEL SIX: TMP: 40-A-4

ALL that certain tract or parcel of land lying, being and situate in Greene County, Virginia, being more particularly described in metes and bounds as follows: Beginning at an iron pipe which is located on the border of the southbound lane of U.S. Rt. 29, 200 ft. southwest of highway marker 48' 989-00 and running thence with Rt. 29, S. 52 degrees 37' 56" W., 500 ft. to an iron pipe; thence N. 37 degrees 22' 4" W. 272.09 ft. to an iron pipe; thence N. 39 degrees 56'

36" E. 35 ft. more or less to the center line of the Rapidan River; thence in a generally easterly direction along the center line of the Rapidan River for 510 ft., more or less, to a point on the center line of said river which is 50.10 ft. N. 37 degrees 22' 04" W. of a pipe set on a line from the point of beginning; thence continuing from that point through the pipe, S. 37 degrees 22' 04" E. 335 ft. to the point of beginning, containing an area of 3.22 acres, 2.82 acres of which is land and 0.4 acre of which lies within the bounds and meanders of the Rapidan River, all as shown on plat of survey made by Martin, Clifford & Associates, dated April 1971, revised May 1971, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Book 2, page 88.

BEING the same property conveyed to Rapidan Service Authority, by Deed from John Carol Lamb and Marguerite O. Lamb, dated May 14, 1971, recorded July 29, 1971, in the Clerk's Office, Circuit Court Greene County, Virginia, in Deed Book 53, page 346.

PARCEL SEVEN: TMP 50-33-C

ALL that certain tract or parcel of land lying, being and situate in Greene County, Virginia located on the south side of Rt. 33 about two miles east of Stanardsville, containing 1.048 acres, more or less, as set forth and described on plat of Martin, Clifford & Associates dated May 1971, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Book 2, page 89.

BEING the same property conveyed to Rapidan Service Authority, by Deed from Carl Richard Carey and Marian R. Carey, dated May 5, 1971, recorded June 15, 1971, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 53, page 101.

PARCEL EIGHT: TMP 50-A-3

ALL that certain tract or parcel of land lying, being and situate in Greene County, Virginia, containing 5.45 acres, more or less, as shown on a plat of survey made by Roger W. Ray, C.L.S., dated August 29, 1983, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 709.

BEING the same property conveyed to Rapidan Service Authority by Deed from David C. Dickey, Special Commissioner, and Iverson T. Eddins, Jr., by David C. Dickey, his attorney in fact, dated May 9, 1986, recorded May 9, 1986, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 167, page 185.

PARCEL NINE: TMP 60A-12-8

ALL that certain tract or parcel of land, lying, being and situate in Greene County, Virginia, in the subdivision known as Midway Acres, containing 0.230 acre, more or less, shown as "Well Lot" on a plat of survey by R. O. Snow and R. W. Ray, Inc., P.C., dated September 29, 1981, revised June 10, 1982, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 317, together with a perpetual easement of right of way twenty feet in width for ingress and egress and installation, above and below ground of utilities, extending from the well lot to the margin of U.S. Route 33, as shown on plat referenced above.

BEING the same property conveyed to Rapidan Service Authority, by Deed from Midway Acres Real Estate Trust, dated June 16, 1982, recorded June 21, 1982, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 131, page 115.

PARCEL TEN: TMP: 65-A-49A

ALL that certain tract or parcel of land, lying and being situate in Greene County, Virginia, containing 0.3407 acres, more or less, being more particularly described on a plat of survey made by Roger W. Ray, C.L.S., dated June 27, 1990; recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 1353; together with an ingress/egress easement depicted on the aforesaid plat as a 30- foot ingress and egress easement.

BEING the same property conveyed to Rapidan Service Authority, by Deed and Deed of Easement from Kyle Wood, dated August 9, 1990, recorded August 9, 1990, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 232, page 293.

PARCEL ELEVEN: TMP: 50-A-37

ALL that certain tract or parcel of land, lying and being situate in Greene County, Virginia, a short distance west of Quinque fronting 20 feet, more or less, on the northern margin of State Secondary Route 633 and containing 0.60 acre, more or less, of land shown and described on a plat of survey by Gilbert W. Clifford & Associates, Inc., dated April 16, 1982, recorded in the Clerk's Office, Circuit Court, Greene County, Virginia, in Plat Card 346.

BEING the same property conveyed to Rapidan Service Authority, by Deed from George Hulette Parrott and Blanche M. Parrot, dated October 8, 1982, recorded October 8, 1982, in the Clerk's Office, Circuit Court, Greene County, Virginia, in Deed Book 133, page 236.

ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT OF CONTRACTS (“**Assignment**”), dated as of _____, _____, 2023, is entered into by and between GREENE COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (“**Greene**”), and RAPIDAN SERVICE AUTHORITY, a political subdivision of the Commonwealth of Virginia (“**RSA**”).

WHEREAS, Greene and RSA are parties to that certain Withdrawal and Transition Agreement by and among Greene, RSA, Orange County, Virginia, a political subdivision of the Commonwealth of Virginia, and Madison County, Virginia, a political subdivision of the Commonwealth of Virginia (the “**Withdrawal and Transition Agreement**”);

WHEREAS, RSA is a party to the contracts listed on **Exhibit A** (the “**Assigned Contracts**”), which is attached hereto and incorporated herein; and

WHEREAS, pursuant to the Withdrawal and Transition Agreement, RSA has agreed to assign the Assigned Contracts to Greene.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Withdrawal and Transition Agreement.

2. **Assignment.** RSA does hereby ASSIGN, TRANSFER, CONVEY, and QUITCLAIM to Greene all of RSA’s rights, benefits, privileges, and interests in and to, and all of RSA’s burdens, obligations, and liabilities in connection with the Assigned Contracts arising after the date of this Assignment, and Greene hereby accepts such assignment, transfer, and conveyance from RSA.

3. **Terms of the Withdrawal and Transition Agreement.** The terms of the Withdrawal and Transition Agreement are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Withdrawal and Transition Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Withdrawal and Transition Agreement and the terms of this Assignment, the terms of the Withdrawal and Transition Agreement shall govern.

4. **Further Assurances.** RSA agrees, for itself and its successors and assigns, to do, execute, and deliver, or cause to be done, executed, and delivered, all such further acts, transfers, assignments, instruments, and conveyances, for the better assigning, transferring, and conveying unto Greene, and its successors and assigns, the Assigned Contracts hereby assigned, transferred, and conveyed, as Greene and its successors and assigns shall reasonably request.

5. **Binding Effect; Assignment.** This Assignment and the respective rights, covenants, conditions, and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors, permitted assigns, and legal representatives, but shall not create any rights enforceable by any other person.

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

7. **Headings.** The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

8. **Counterparts.** This Assignment may be executed in one or more counterparts, and by different parties hereto on separate counterparts, including by electronic transmission, each of which shall be deemed one and the same agreement. A signed copy of this Assignment 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

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

GREENE COUNTY, VIRGINIA

By: Dale Herring (SEAL)
Name: Dale Herring
Title: Chairman, Board of Supervisors

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Greene

The foregoing instrument was acknowledged before me this 10th day of March, 2023, by Dale Herring, Chairman, Board of Supervisors, Greene County, Virginia.

Kimberly L. Morris
Notary Public

My Commission Expires: 5/31/24



RAPIDAN SERVICE AUTHORITY

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____.

Notary Public

My Commission Expires: _____

EXHIBIT A

Assigned Contracts

1. All cell tower leases on RSA real estate located in Greene County, Virginia, as may be amended or assigned to third parties, including, but not limited to, the following:
 - a. Virginia PCS – May 6, 1998 - 12241 Seminole Trail Ruckersville VA 22968 40-A-4
 - b. Virginia PCS – August 21, 2000 – 11170 Spotswood Trail Ruckersville, VA 22968 50-3-C
 - c. Cellco Partnership – August 22, 2013 – Rt. 33 approximately 2 miles east of Stanardsville.
 - d. New Cingular Wireless PCS – March 21, 2011 - Rt. 33 approximately 3 miles east of Stanardsville

Chicago Title Insurance Company

OWNER'S AFFIDAVIT AND AGREEMENT

State of _____

Commitment No. C21666

County of _____

Rapidan Service Authority ("Affiant"), being duly sworn according to law, deposes and says as follows:

1. That Affiant is the Chairman of Rapidan Service Authority, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia corporation ("Company"), and that Affiant has personal knowledge of the facts sworn to in this affidavit, and is fully authorized and qualified to make this affidavit.
2. That Company is the owner of the premises described in the Commitment(s) listed above ("the Property").
3. That there has been no work, services or labor performed or material furnished in connection with repairs or improvements on the property within one hundred twenty-three (123) days prior to the date of this Affidavit; or, that in the event work has been performed, services rendered, or materials furnished in connection with construction, repair, or improvement on the property during such 123-day period, that all such work performed, services rendered, or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid or will pay upon receipt of an invoice, in full all contractors, laborers, and materialmen for such work performed, services rendered, or material furnished in connection with construction, repairs, or improvements on the property during such 123-day period, except as shown on exhibit attached hereto. NO EXHIBIT ____ SEE EXHIBIT ATTACHED ____
4. That there are no unrecorded tenancies, leases or other occupancies on the Property except as listed below, and that if any such unrecorded leases, tenancies or other occupancies are listed below, they contain no options to purchase, rights of renewal, or other unusual provisions except as shown on exhibit attached hereto. NO EXHIBIT ____ SEE EXHIBIT ATTACHED X
Assignment of Cell Tower Leases
5. ~~That no other person has possession or any right to possession of the Property or any interest therein, including oil, gas or other minerals.~~
6. That there are no financing statements, chattel mortgages, ~~conditional bills of sale~~ or retention of title agreements affecting any fixtures located on the Property.
7. ~~That there are no unrecorded easements or claims of easement; no disputes, discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this affidavit is given.~~
8. That there are no unrecorded judgments, liens, mortgages or other claims against the Property.
9. That no proceeding in bankruptcy has ever been instituted by or against the Company (and if a partnership, against the general partner(s) thereof), nor has the Company ever made an assignment for the benefit of creditors).
10. That there is no action or proceeding relating to the Property in any state or federal court in the United States nor any state or federal judgment or any federal lien of any kind or nature whatever which now constitutes a lien or charge upon the Property.
11. That there are no delinquent state, county, city, school district, water district, or other governmental agency taxes
 - a. due or owing against said property and that
 - b. no tax suit has been filed by any state, county, city, school district, water district, or other governmental agency for taxes levied against the Property.
12. That there has been no notice nor does Affiant have any knowledge of any
 - a. recent or future planned improvements (such as street paving, sidewalks
 - b. street lights, etc.) that would result in a special assessment against the property
 - c. any proceeding which could result in an increase tax or assessment liability against the Property.
13. ~~That all management fees, if any, are fully paid, except as shown on exhibit attached hereto.~~ NO EXHIBIT ____ SEE EXHIBIT ATTACHED ____

~~Company, recognizing that funding may occur prior to the Deed or Deed of Trust being officially filed for record in the appropriate Clerk's Office, agrees that in consideration of Chicago Title Insurance Company (hereinafter "Chicago") issuing a policy without exception to any matters which may arise between the effective date of the commitment for title insurance and the date the documents creating the interest being insured are filed for record, which matters may constitute an encumbrance on or~~

~~affect the title (the "GAP"), to promptly defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title which may arise or be filed, as the case may be, against said property during the GAP. Company further agrees to hold harmless and indemnify Chicago against all losses, expenses, costs and fees, including, but not limited to, attorney fees, which may arise out of Company's failure to so remove, bond or otherwise dispose of any said liens, encumbrances or objectionable matters.~~

~~This Affidavit is given to induce Chicago to issue its policy or policies of title insurance with full knowledge that the Company will rely upon the accuracy of same. The Company does hereby indemnify and hold Chicago harmless of and from any and all loss, cost, damage, and expense of every kind, including attorneys' fees, which Chicago shall suffer or incur or become liable for under its said policy or policies directly or indirectly, due to its reliance on the accuracy of the foregoing statements or in connection with its enforcement of its rights under this Agreement.~~

By: _____ Print Name _____ Title: _____

Sworn, subscribed to and acknowledged before me this ____ day of _____, _____.

My Commission expires: Notary Public

NO FINANCING AFFIDAVIT

I/we, **Rapidan Service Authority** the owner(s) of property more particularly described in as
Parcels 1, 2, 3, 4, 5, 6, 7, 9, 10, and 11 on **Commitment No. C21666**, do hereby state:

- 1 I/we acknowledge that no recorded deed of trust or mortgage was found affecting the Property in a search of the land records in the county/city where the Property is located;
- 2 The Property is owned by me/us free and clear of liens, ~~other than the lien of real estate taxes;~~
- 3 There are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations intended by the mortgagee, lender or noteholder to be paid prior to sale or refinance of the Property;
- 4 The Property has not been pledged as security for the repayment of any personal or business loans.

This affidavit is made for the purpose of inducing **Chicago Title Insurance Company** (the "Company") to issue its policy or policies of title insurance as to the Property and is given with full knowledge that the Company will rely upon the accuracy of statements made herein. The undersigned further states that he/she is familiar with the nature of an oath and with the penalties provided by the laws of the Commonwealth of Virginia for falsely swearing to statements made in an instrument of this nature.

The undersigned further certifies that he/she has read and understands the full facts of this Affidavit.

FURTHER YOUR AFFIANT(S) SAYETH NAUGHT.

Rapidan Service Authority

By: _____
Print Name _____
Title: _____

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20, by _____ of
Rapidan Service Authority, on behalf of Rapidan Service Authority.

Notary Public: _____
My commission expires: _____
Notary registration number: _____

RAPIDAN SERVICE AUTHORITY
11235 SPOTSWOOD TRAIL
PO BOX 148
RUCKERSVILLE, VA 22968
TEL 434-985-7811
FAX 434-985-6075

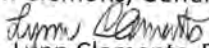


RAPIDAN SERVICE AUTHORITY
3489 GERMANNA HWY
PO BOX 736
LOCUST GROVE, VA 22508
TEL 540-972-2133
FAX 540-972-7065

MEMO TO FILE

DATE: March 1, 2023

TO: Tim Clemons, General Manager

FROM:  Lynn Clements, Director of Projects

RE: Wilderness Shores Subdivision, Section 11, Water Main and Sewer Main Acceptance

The developers of Wilderness Shores Subdivision (Tricord, Inc.) have completed the installation of water mains and gravity sewer mains to serve 76 lots on Coyote Trail and Bears Den Drive of the Wilderness water distribution system in Orange County. The gravity sewer mains are an extension of the Wilderness sewer collection system in Orange County.

All documentation has been received and is correct. RSA policy requires formal Board acceptance of infrastructure serving 15 or more equivalent residential units.

Therefore, I recommend that RSA accept the water and sewer infrastructure serving this residential subdivision into RSA's Wilderness water and sewer systems in Orange County.

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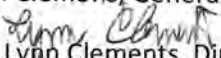


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FAX 540-972-7065

MEMO TO FILE

DATE: March 1, 2023

TO: Tim Clemons, General Manager

FROM:  Lynn Clements, Director of Projects

RE: Wilderness Shores Subdivision, Sections 15 and 16, Water Main and Sewer Main Acceptance

The developers of Wilderness Shores Subdivision (Denali Capital Group, LLC.) have completed the installation of water mains and gravity sewer mains to serve 168 lots on White Tail Drive, Misty Meadow Lane, Pine Needle Lane, Turning Leaf Court, Bobcat Terrace, and Aspen Way of the Wilderness water distribution system in Orange County. The gravity sewer mains are an extension of the Wilderness sewer collection system in Orange County.

All documentation has been received and is correct. RSA policy requires formal Board acceptance of infrastructure serving 15 or more equivalent residential units.

Therefore, I recommend that RSA accept the water and sewer infrastructure serving this residential subdivision into RSA's Wilderness water and sewer systems in Orange County.