

**WESTMORELAND COUNTY BOARD OF SUPERVISORS MINUTES –
NOVEMBER 24, 2025**

A joint meeting of the Westmoreland County Board of Supervisors was held on Monday, November 24, 2025, in the public meeting room of the George D. English, Sr. Memorial Building, located at 111 Polk Street, Montross, Virginia.

Present:	<u>Board of Supervisors</u>	<u>School Board</u>
	Darryl E. Fisher, Chairman	Ralph Fallin, Chairman
	Timothy J. Trivett, Vice Chairman	Rosemary Mahan, Vice Chairman
	Jeffrey McCormack	Rebecca Minor (Absent)
	Matthew Ingram (Virtual)	Amy Richards
	Woody Hynson	Dr. Daniel Wallace

Industrial Development Authority (IDA)

James W. Latane, Jr., Chairman
Zebulon Brundage
Eileen B. McConkie
Rebecca M. Gillions
Robert T. Lynch (Absent)

Staff

Richard Stuart, County Attorney
Donna L. Cogswell, Assistant County Administrator
James P. Taylor, County Administrator (absent)

1. Call to Order Joint Meeting of Board of Supervisors, Westmoreland County School Board & Industrial Development Authority (IDA)

Chairman Fallin called the School Board meeting to order at 6:06 p.m.

He mentioned that Rebecca Minor was unable to attend due to illness.

Chairman Latane called the IDA meeting to order at 6:06 p.m.

Chairman Fisher called the Board of Supervisors meeting to order at 6:09 p.m.

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2. CONSIDERATION OF AMENDMENTS TO THE AGENDA

Chairman Fisher stated that all board members are present, except Mr. Ingram, who is joining the meeting electronically. He noted there is a policy that allows the members to be absent and still vote electronically.

Chairman Fisher then asked whether there were any additions or omissions to the agenda.

Mr. McCormack asked to **remove Action item 3Av. – MOU between the County and the School Board.**

With no further discussion, upon motion by Mr. McCormack, seconded by Mr. Trivett, carried unanimously with Chairman Fisher, Mr. Ingram, Mr. Hynson, Mr. Trivett and Mr. McCormack voted “aye” to amend today’s agenda.

Chairman Fisher thanked the School Board and the IDA for their attendance and hoped to be able to deliberate on the matters at hand.

3. ACTION ITEMS

- A. Capital Improvement Plan 2026-2030: **Public Hearing** & discussion on the proposed Capital Improvement Plan 2026-2030, as well as, financing to support the same, estimated \$18 million to be financed.

Richard Stuart, Jr., interim Director of Land Use Administration discussed the Capital Improvement Plan (CIP). He explained that he was asked by Mr. Taylor to prepare the CIP to present to the Planning Commission and conduct a public hearing. Once he received recommendations from the Planning Commission he would present to the Board, School Board, and IDA members.

Mr. Stuart then provided a brief overview of the CIP, noting that it offers a high-level summary of the larger requests included in the project. His first slide covered the county's fiscal year 25-26 budget process. He mentioned that the operating budget was adopted in April 2025, with the understanding that capital needs would be addressed separately after the financial review. Departments and schools were asked to submit CIP requests. He noted that the water and wastewater CIP would be separate. The next slide listed high-cost items such as the radio system replacement, new Colonial Beach Rescue Squad Building, new Mt. Holly Rescue Squad Building, and others. Following that, he displayed a page from

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Davenport and Company's spending plan, providing more detail on the county projects and each department's needs. He pointed out that these needs are categorized into both short-term and long-term. He then reviewed the Public Safety Radio System upgrade, scheduled the end of 2027. The original system was implemented in 1999, with upgrades occurring from 2018 to 2020. He also stated that outdated technology, which lacks interoperability with neighboring jurisdictions, requires core upgrades to support internal LTE capabilities. The hardware is aging quickly and nearing the end of its service life. The current hub-and-spoke design can cause system failures. The new design will use a ring configuration to prevent extreme outages and will require a microwave upgrade. Support for the current system will end on December 31, 2027. The microwave system will still operate, but no further support will be provided. His next slide focused on the Colonial Beach Volunteer Rescue Squad Building. He stated that the building on Denison Street is original to the rescue squad and does not meet current Modern EMS standards for 24/7 staffing. He said that it is located in a floodplain. There is no other feasible site within the town to relocate to without new construction. The Town is willing to dedicate land, and the Volunteer Rescue Squad has raised funds for a new building. The county will fund the remaining \$1.5 million for the project. The site and design are yet to be determined. His next slide showed a conceptual rendering of the proposed building. The following slide featured the Mt. Holly Station, scheduled FY 2028. He stated that it was initially discussed in 2020 with the addition of the fourth ambulance. Four ambulances were part of the initial design from a VDFP study in 2007, but the County opted for three. There is an EMS coverage gap in the county, with response times of 15 minutes or more occurring in rapidly developing areas like Cabin Point and Glebe Harbor. There is an option to build a new station on county-owned land or to collaborate with the Westmoreland County Fire Department to add an extension similar to Company 6 in the Cople district. He noted that county volume is increasing, but public safety growth outside the original 2005 recommendation is limited. He then showed a picture of the current Mt. Holly Station. His next slide highlighted the school CIP, including the security vestibule/entrance at Washington District Elementary School (WDES), the gymnasium at Cople Elementary School (CES), school buses, HVAC, and building and grounds. The following slide provided a detailed description of the school's

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capital needs from Davenport's presentation, along with a long-term list of needs. His subsequent slide offered a detailed description of the WDES Security Vestibule/Entrance, emphasizing that the planned improvements will significantly enhance safety and security. The new main office will be located next to the entry vestibule, creating multiple checkpoints to deter intruders. The main office will have clear visibility of anyone approaching the building, and the main entry glass will be fitted with security film. The existing main office will be converted into administrative offices adjacent to the main lobby, allowing direct supervision of the entry and providing more storage space. He then presented the project timeline: construction documents are complete, the anticipated bid is early to mid-November, and construction is scheduled to begin on May 22, 2026, with substantial completion expected by the end of July 2026. Architectural diagrams illustrating the improvements were also displayed. He then discussed the Cople Elementary School (CES) gymnasium project. It was originally designed as an open space with no initial gym. The plan is to construct a standalone gym/multi-purpose addition next to the school, connected to the school by an enclosed corridor. The project estimate in the CIP is based on an Order of Magnitude Cost Estimate obtained in July 2024, with an anticipated 5% annual escalation. He then went over the project timeline: the architectural and engineering design will be 2027-2028, year 3 of the CIP, and construction will begin 2029-2030, year 5 of the CIP.

After the presentation, Mr. Stuart went over the recommendations received from the Planning Commission meeting, as well as the public hearing. They reviewed the CIP, and there were some differences in language as they changed their recommendation. The motion to approve the CIP was made by Kyle Schick, seconded by Mr. Jimmy Coates, with a vote of 4-1, with Mr. Thompson voting Nay. The Westmoreland County Planning Commission recommended that the comprehensive plan calls for and is in compliance with the CIP FY2026-2030 and recommended that the Board approve the CIP FY2026-FY2030 with the request that future submittals are received with adequate time to review prior to the public hearing. Mr. Stuart then asked if there were any questions.

Chairman Fisher asked if the IDA members had any questions.

Chairman Latane stated that the IDA members have no questions.

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Chairman Fallin asked the School Board members if they had any questions, but none were raised.

Chairman Fisher asked if any board members had any questions.

Mr. Trivett stated that he attended the Planning Commission meeting and understood their frustration, but the Planning Commission recognized that there had been many personnel changes and that Mr. Stuart, Jr. had been in his interim role for only a month. He added that it is unfortunate they only received the information three days prior and that they are on a time crunch. He noted that the Planning Commission asked questions he felt were already answered. Mr. Trivett agreed with the Planning Commission that there needs to be a schedule to ensure this is reviewed yearly.

Mr. Stuart then introduced Mr. David Rose from Davenport to present their financial standing.

David Rose introduced himself to the attendees and then delivered a presentation on the next steps, along with a brief summary of the three-part funding plan for county and school capital needs. His first slide provided background information and stated that the board authorized Davenport to proceed and to determine what made financial sense for the county and school. He mentioned that they were directed in a joint meeting with the School Board and the Board of Supervisors on October 8, 2025, to solicit bids from banking institutions for a three-part funding plan. He stated that they received multiple responses and presented their findings at the November 12, 2025, meeting. The first being the 2025A Bond from Webster Bank, the 2025B Note from Capital One with a 3-year maturity option, and the 2025 Lease from Bank of America. He noted that there were discussions about vehicle funding, and they recommended exploring pay-as-you-go financing and putting in place a mechanism to borrow for vehicles, if needed. He stated that the Master Lease from Bank of America is very flexible as it allows a combination of borrowing and pay-as-you-go, and there is no penalty if those funds are not borrowed over the next several years. Mr. Rose stated that they are seeking a series of approvals from the Board of Supervisors, the School Board, and the IDA, and that Webster Day, Legal Counsel, will walk through the approvals needed. He stated that they started the process several months earlier in October, and are looking to see whether the county is financially able, and they are. Its

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budget is structurally balanced and it has financial policies in place that it has been adhering to. As a result, it has two solid credit ratings. He noted that what they are doing tonight does not have any harm on those credit ratings as long as the county continues to operate in a strictly balanced rate and does not exceed them. He stated that the Chairman mentioned \$18 million, but it could be an additional \$5 million if they wanted to move forward with the Cople Elementary School gymnasium project sooner in the CIP than anticipated and it would be done through the interim funding with Capital One. He noted that the county will not pay interest until such time as it draws down those funds. He then showed the variety of resolutions from each body for all three pieces. He showed a list of what the Board of Supervisors need to consider, which is a resolution for each part of the financing. He then showed the School Board what it would need to consider for approval, the resolutions for parts 1 and 2 and the IDA will need to consider a form for parts 1 and 2. He noted that he has been before each body and has spoken about the various responsibilities and requirements. His last slide was the schedule and next steps. He stated that he spoke at the Planning Commission meeting earlier in the afternoon and was asked to make comments. He stated that the MOA between the council and the school is not ready, but there will be no borrowings or moving forward until both parties agree and complete it. He then stated that in years past, the Planning Commission received information on the CIP earlier, so they are comfortable making the correct determination and recommendation. He stated that at the meeting, the commission members had good observations, one of which was making sure everyone recognizes to do these funding pieces if they are all done in the time frame allotted, there will be an equivalent capital requirement that would be there by 2029, if it is decided to not include the Cople Elementary School gymnasium, it will be the equivalent of three pennies, if so, then it will be a penny to a penny and a half that is needed on top of the three pennies. Over the next fiscal years, as budgets evolve and approvals are granted, funds could be set aside to avoid the increase. Mr. Rose felt the county could handle that. He stated that there was a question about delaying the approvals for another week, that there are 3 banking institutions, and that he has already received an extension from all parties. He felt that the county would be playing Russian roulette if they were to ask for another extension, given

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that this is the calendar year, and when you hit a new year, the funding can change for the banks. It is anticipated that the MOA will be completed, that staff will work closely together, and that Davenport would be involved if needed, to ensure the evolving CIP is done in a way that makes sense and allows updates on where things stand. He stated that the goal is for the 3-part financing to be flexible, for example, if another sheriff's vehicle is needed within those 5 years. Mr. Rose asked if the public hearing is next or if they will hear from Mr. Day prior to the public hearing.

Chairman Fisher stated that they will hear from Mr. Day when they get to the financing side of things. He then asked if the school board or IDA members had any questions before the public hearing.

Chairman Fallin asked if the School Board members had any questions.

Ms. Mahan stated that everything looked as they had read it before.

Chairman Fallin assumed that, prior to voting on the CIP, they would need to decide whether the Cople Elementary School gymnasium would be included.

Chairman Latane asked if the IDA members had any questions, and there were none.

Chairman Fisher asked if any Board members had any questions.

Mr. McCormack stated that they have identified other needs in the county recently that need to be addressed outside of what is already in the CIP. He asked if there was a way to add projects along or use the funding outside of what is presented, or if it would require another public hearing.

Mr. Rose stated that these monies are being borrowed on a tax-exempt basis, but those funds that are being lent to the county are being done on a specific carve-out by the federal government. The project has to meet certain requirements. In part 2 of the financing, there were certain projects that were identified, which doesn't mean that you can't substitute and get the appropriate approvals from the bodies, but at the same time, they do need to meet the federal requirements on a tax-exempt basis. He noted that most things local governments borrow fit the criteria, but if not, they will let them know.

Mr. McCormack thanked Mr. Rose for his response and stated that if the CIP is approved tonight, he recommended that the Board would ask that the CIP projects come before the Board before the expenditures are made.

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Mr. Trivett thanked Mr. Rose for meeting with him and Ms. Cogswell prior to the meeting and was able to answer questions that Mr. Trivett felt was important. Mr. Trivett stated that he wasn't able to get with Sheriff Balderson, and he had concerns about his vehicles in the CIP, but felt that Sheriff Balderson would feel better and Mr. Rose agreed to meet with him to explain what was talked about, and is able to get the vehicles he needs on a yearly basis. He mentioned that Mr. Rose would be glad to meet with any department head if they had concerns or questions and how they can be addressed.

Mr. Rose stated that it is something that they do on a regular basis with local governments, it is part of an ongoing process. He stated that Mr. Taylor and Ms. Cogswell are new in their roles, and it has been a while since the county has done something like this on a multi-year approach. Mr. Rose stated that they expect to be a part of the process, they are not the ones to decide what the county does or does not do, but they want to make sure that the county is not surprised if something costs more than it is supposed to. He stated that just because it is the CIP does not mean that it is being borrowed; typically, there is a combination of funding sources, such as borrowing, cash from a local government, and grants. Mr. Rose stated that he likes to see a CIP that is more holistic, with all potential vehicles listed, an estimated dollar amount, and a general period. Then look on a yearly basis if it is affordable in that year. He stated what will hopefully be approved it pots of money to where you can get started in a very holistic way.

Mr. Trivett hoped they could adopt a resolution stating that any CIP project must come before the board to ensure they know the details before any funds are dispersed.

Mr. Ingram stated that they need to explain to citizens the rationale for the borrowing and financing. The financing is how they establish the credit rating they have and help it grow. He stated that they are always looking forward and need the proper financing in place to make sure all entities are taken care of. Mr. Ingram echoed Mr. McCormack's comments about another project that has been identified and hopes they can substitute.

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Chairman Fisher then opened the Public Hearing & discussion on the proposed Capital Improvement Plan 2026-2030, as well as, financing to support the same, estimated \$18 million to be financed. Below is who spoke during the public hearing.

Keri Cusick - Director of Social Services and came before the Board due to the recent events at the department building. She would like the board to look at the CIP plan and potentially move the building project up to the 5-year plan.

Richard Wilkins - He stated that the Board should look into doing a regional radio system to reduce the cost and to have a backup plan just in case something happens. He asked how the financing will be paid back from the CIP. He stated that he was told there was COVID money intended for the WDES vestibule project that was spent on other things, leaving funds left over when the audit was done. He asked if they found out whether those monies can be used for these projects or not.

Helen Wilkins-Ball - commended the different bodies for their hard work with the CIP and stated that many of the projects need to be included. She echoed Ms. Cusick's comments on the social services building and mentioned it should have been addressed a while ago. She expressed her desire to meet with people and share the building's history and voiced concern that it is not included now. She asked her representative to vote to table it until some issues are resolved. She understood Davenport's response, which said there is flexibility within the financings, but the cost is that something originally important may be delayed. She feels that social services has been deprioritized compared to other projects, which is legitimate, but issues have not been addressed for a long time. She is urging the board to consider it due to serious health issues in that office.

Rekita Thompson- is a primary services specialist at social services, working there for nearly three years. She echoed others in mentioning that the social services building was not included in the initial CIP. She explained that they are currently not working in that building due to certain issues. She also shared that she has experienced health problems, such as upper respiratory issues, which have led her to develop asthma. She had never experienced these issues before working in that building and is currently recovering from a cough that has lasted more than 2 months. It took her doctor prescribing additional medication and her using her inhaler multiple times daily to help her get better. She noted that she does

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not have these health issues anywhere else and considers it a health concern. She mentioned that these services are vital to the community, and it would be beneficial to have a safe building where staff can work and residents can come.

Annette Thrift - stated that due to breathing issues, Veronica would read her statement. She has been a benefit specialist for 19 years and has dedicated her career to many causes because serving the community matters to her. Over the years, she has noticed a decline in her health while working in the building. She was born with asthma, which was manageable, but it worsened since working at the Social Services building. In her first year there, she developed bronchitis and has experienced flare-ups every year since. She has been hospitalized multiple times due to breathing complications and now requires injections twice a month to stay stable, which cause side effects that make her miss work. She has also developed peripheral neuropathy, joint pain, headaches, difficulty concentrating, anxiety, and depression. After consulting her doctor, she was told that all these symptoms could be linked to long-term exposure to water-damaged buildings and mold. She is not claiming that mold is the cause of all her health problems, but the pattern is clear. She mentioned that in her previous office, water flooded the room twice, and during heavy rains, water would enter under the back doors, causing damage to the walls—issues that were never properly addressed. She noted that these concerns have been raised many times in the past, and different leadership has been aware of the ongoing water damage and mold growth, but no action has been taken. The mold has become so severe that they had to evacuate the building, which highlights how unsafe the working environment is. She stated that before returning to the building, they deserve reassurance that every hazard has been identified, addressed, and made safe. She emphasized that employees should not have to work in such conditions, as it makes them sick. She expects the Board to protect the people who work every day to serve the residents.

Employee of Social Services - She reiterated her previous statements about the condition of the social services building. She has been with social services for 2 years, and when she started, she was reasonably healthy. She was taking thyroid medication and other treatments in 2021, noting that she has her own medical issues that affect her in different ways. She stated that her health has worsened since working at social services, with

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prolonged sinus infections and headaches that eased when she got home. She experienced constant aches and pains all over, which she thought was her new normal, so she pushed through it. Since May 2025, she has had a complete personality change, which she believes is due to constant pain. She also got dizzy at work one time, and her husband had to come get her and take her to the doctor. The doctor mentioned testing for mold toxicity. She chose not to have the test because of the cost, but has worsened with joint and muscle pain, skin irritation. In October, she was diagnosed with Lupus, advanced fibromyalgia, CFS, and AS. All of her issues stem from chronic issues in her body that will never go away, and she stated that she will find a way to pay for the mold toxicity test. If she tests positive, she wants to know what will be done.

Let the record show that no one else came to the podium to speak, and Chairman Fisher closed the Public Hearing & discussion on the proposed Capital Improvement Plan 2026-2030, as well as financing to support the same, estimated \$18 million to be financed.

Chairman Fisher stated that, based on those who spoke, the Board would consider including a proposed renovation or replacement building for social services. He thanked all who spoke and said that the concerns had been heard.

Chairman Fisher asked if there were any questions.

Chairman Fallin stated that before anything is decided they need to decide if they are going to include the CES gymnasium project in the 3-year financing plan for part 2.

Chairman Fisher felt it appropriate to explore the financial adjustments that would be required if the CES gym project were included or excluded. He asked Mr. Rose and Mr. Day to give more information.

Mr. Rose stated that \$5 million would be necessary and could be equivalent to 1 ½ pennies needed by 2029.

Chairman Fallin stated the gymnasium project is currently in the 5 year plan and he wasn't sure if Mr. Rose could include the increase in cost due to escalation if they wait until the 5 year plan.

Mr. Rose stated that he is unable to give an exact at this time, but in relation to construction, inflation could be at 3-5 %, and construction tends to go up higher than that.

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Sometimes when the economy gets rocky, contractors tend to get hungry and the rates tend to be steady. He stated for the moment they aren't necessarily seeing the ladder. Chairman Fallin, they have noticed that it is hard to find skilled labor in certain areas, and delays might make it even harder.

Mr. Rose stated that the project has been considered, which is why they are discussing it now. The way the interim funding is set up, for example, if you go out for bid and it comes back considerably higher than the number you thought. There is a choice to make. He stated that it is like a hunting license, there is the ability to draw down the 5 million, but it doesn't mean they have to.

Chairman Fisher stated that he would assume that the School Board would like to have the CES gymnasium project to remain in the plan, to have the money set aside toward the project.

Chairman Fallin asked for each of the School Board members input.

Ms. Richards preferred to leave it in the plan.

Dr. Wallace agreed to leave it in the plan.

Ms. Mahan also agreed to leave it in the plan.

Chairman Fallin gave a strong yes to leave it in the plan.

Chairman Fisher asked the Board's desire.

Mr. McCormack thanked the School Board for the physical conservancy, noting that the county only provided the required local effort for the school system, nothing more. He explained that, in addition to the 1.5 cents needed, there is also a 3-cent increase, bringing the total to 4.5 cents. However, property values have increased, and they will be establishing an easement soon, which means the tax rate will probably decrease, potentially lowering the 4.5 cents needed. He added that they previously discussed billing twice a year for taxes, which would generate \$9 million to be placed in an interest-bearing account. Mr. McCormack supports adding the gym into the plan now, as building costs will only rise the longer they wait.

Mr. Ingram stated the school was built in 1979, and a gym is important to students' health and well-being. It is good for them to have a safe place to run around that they might not have anywhere else, and to learn. He supports the gym 100%.

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Mr. Hynson stated that they have 2 important things, and the hard task is deciding which one to do first and in contingency with the other. He never understood why they never built a school without a gym, but he can't ask the employees of social services to work in a building that isn't good for their health. He does not believe that anyone should work in a place that isn't healthy and felt no matter what they need to look at all the factors and facts and see what the intelligent thing to do is. He stated that he needs to know more than now to make a proper determination due to them having an obligation to each other and figure out what is important.

Mr. Trivett agreed with Mr. Hynson's comments. Mr. Trivett wasn't aware of the issues with the building until it just came to their attention. He had no idea employees were working in that environment, if it is as bad as they say it is. He noted that he has no reason to doubt that they are sincere and know what is going on. He mentioned that they are in the process of taking steps to make things happen, and they do have the old W & L School that could possibly be repurposed. Mr. Trivett noted that the School Board might want to use the building for something but felt that it could be utilized for things that they are talking about with a much lesser cost for \$25 million. He felt that there was nothing on the CIP more important for them to address than public health and safety. The board recognizes it has come to their attention and believes they will look into it quickly to resolve the issue.

Chairman Fisher stated that concurrence from the Board is needed for the recommendation coming from the school board that they would like to leave the gym project in their side of the plan. Chairman Fisher felt that it would not be an either-or situation, but as they move forward to address it, it will be done whether it's internally, by repurposing another space, or through new construction. Chairman Fisher asked for the Board's pleasure.

Mr. Trivett, Mr. Ingram, and Mr. McCormack agreed to keep the CES gym in the plan.

Mr. Hynson felt it best to continue where they started, but something needs to be done with the Social Services building, and he does not care how it gets fixed.

Mr. Hynson asked if they needed a motion to move forward.

Chairman Fisher was not sure a motion was needed because the original proposal had the gym project.

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Chairman Fisher confirmed with Chairman Latane, Jr. that the information provided included the CES gym project as well. Chairman Fisher asked if the IDA members had any comments for discussion, and they had none.

Mr. McCormack asked what the debt ratio was with the gym project added; he thought it was 6% with the \$18 million. Mr. McCormack thought it was still under 10%.

Mr. Rose answered yes; it is in accordance with the policies in place.

i. Resolution of the Board of Supervisors approving a financing plan of capital projects

Chairman Fisher stated that on behalf of the Board of Supervisors there is a resolution for approving the financing plan for capital projects. Chairman Fisher asked what the pleasure of the Board was.

With no further discussion, upon motion by Mr. McCormack, seconded by Mr. Trivett, and carried unanimously, with Mr. McCormack, Mr. Ingram, Mr. Hynson, Mr. Trivett, and Chairman Fisher voting “aye”. The Board approved the Resolution for the financing plan of capital improvement projects (CIP), as presented.

ii. Resolution of the School Board approving a financing plan of capital projects

Chairman Fallin asked for a motion to approve the financial plan for capital projects. With no further discussion, upon motion by Ms. Mahan, seconded by Dr. Wallace, and carried unanimously, with Ms. Mahan, Ms. Richards, Dr. Wallace and Chairman Fallin voting “aye”. The School Board approved the Resolution approving the financing plan of capital improvement projects (CIP), as presented.

iii. Resolution of the Industrial Development Authority (IDA) approving a financing plan of capital projects;

Chairman Latane asked for a motion to approve the financial plan for capital projects. With no further discussion, upon motion by Mr. Hickman, seconded by Ms. McConkie, and carried unanimously, with Mr. Hickman, Ms. Gillions, Ms. McConkie, Mr. Brundage and Chairman Latane, Jr. voting “aye”. The Industrial Development

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Authority (IDA) approved the Resolution for the financing plan of capital improvement projects (CIP), as presented.

iv. Resolution of the Board of Supervisors approving Lease Financing

Webster Day, a lawyer with Spilman, Thomas & Battle, approached the podium to explain each resolution that must be signed by the present bodies. He mentioned that the firm has enjoyed working with the county for many years as bond counsel on various capital projects. He explained that he would discuss the common elements of the three financings before the boards. He clarified that these are moral obligations with the county; they are not legally binding. They are not payable from the county's full faith and credit, and no tax increase is required. He stated that the Board of Supervisors currently intends to make annual appropriations each year in an amount sufficient for debt repayment. If the board decides not to appropriate that amount, it would be up to the individual board members at that time. He noted that the current board would recommend to future boards that they continue to appropriate those funds until the debt is fully paid. He emphasized that, essentially, the county is saying that their word is their bond. He stated that the first is the master lease financing with Bank of America, second is the long-term bond with Webster Bank and third is interim financing with Capital One. All 3 projects are intended to fund school and county projects. Mr. Day stated that he will start with the Master Lease first due to it just involving the Board of Supervisors.

Master Lease- Bank of America

Mr. Day stated that the resolution is to approve the lease financing of specific equipment pursuant to separate schedules, with the county's existing master lease purchasing agreement with Bank of America. The county went into an agreement with Bank of America in 2018 to finance radio equipment. He stated that the agreement is still in effect and it allows for schedules and leases from time to time to be entered between the bank and the county. He mentioned that the resolution states that the Board of Supervisors approves up to \$6 million under new leases under that agreement, which can be entered into between now and 2028. He noted

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that it does not say you have to borrow up to \$6 million; it is flexible, as Mr. Rose discussed. He stated that if you buy a vehicle under the lease, the payment arrangement is up to the county. The maximum term of any lease would be 10 years; most likely, it is closer to 3, 5, or 7 years, depending on the asset purchase and the lease financing. The maximum authorized interest rates are 5.5% tax-exempt and 7.5% taxable. During those 3 years, the rates would have to fall below that level to be authorized under the resolution. He stated that the resolution authorizes the chairman, vice chairman, or the county administrator to execute the leases and any other necessary documents. He stated again that it provides the moral obligation for the Board of Supervisors to pay the debt. The resolution expires at the end of FY2028 and approves the term that Bank of America has proposed in its term sheet. Chairman Fisher asked whether there were any questions and asked that each resolution be acted on individually.

With no further discussion, upon motion by Mr. McCormack, seconded by Mr. Hynson, and carried unanimously, with Mr. McCormack, Mr. Ingram, Mr. Hynson, Mr. Trivett, and Chairman Fisher voting “aye”. The Board approved the resolution approving the lease financing of certain equipment pursuant to separate schedules to the county’s existing master equipment lease/ purchase agreement and related documents and actions, as presented.

2025 Bond with Webster Bank

Mr. Day stated that the next item is the long-term bond with Webster Bank, and there are three resolutions requiring action—one by the Board of Supervisors, one by the School Board, and one by the IDA. He reiterated that all parties acknowledge a specific financing plan for these projects, involving a maximum bond amount of \$7,100,000.00, with a maximum interest rate of 4.29% and a maximum term of 20 years. He explained that this is the proposed structure from Webster Bank for the bond's term. He noted that the county's moral obligation backs the structure, which would involve a lease arrangement because it is a long-term obligation. Counties in Virginia are not required to hold a referendum to issue long-term debt beyond the

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current year. The financing arrangement would have the county leasing the George D. English Building to the IDA under a prime lease with a 20-30 year term. The IDA would then lease the building back to the county and the Board of Supervisors at a rent sufficient to cover interest and principal payments on the bond. The county must make these rental payments, subject to annual approval by the Board. The lease is signed by the IDA to Webster Bank, serving as security for the bond. If the Board does not appropriate the funds, the lease could potentially be terminated, and the county could lose the use of the building. The plan of financing is in the Board of Supervisors resolution as well as the moral obligation.

Resolution for the Board of Supervisors

Chairman Fisher asked if the Board had any questions.

With no further discussion, upon motion by Mr. McCormack, seconded by Mr. Hynson, and carried unanimously, with Mr. McCormack, Mr. Ingram, Mr. Hynson, Mr. Trivett, and Chairman Fisher voting “aye”. The Board approved the resolution of the Board of Supervisors of Westmoreland County, Virginia, approving a plan of financing of county and school capital projects, authorizing the execution of certain leases, and providing for the county’s moral obligation to make certain related appropriations as presented.

Resolution for the School Board

He stated that there is a draft resolution in the agenda packet that was provided prior to the meeting. He mentioned that there has been a change since it was sent to the School Board members. He explained that the change adds a sentence to section 2 on page 2 to clarify that the school board is approving certain documents related to financing, but the School Board is not a party to those documents and has no obligations. Mr. Day noted that the change was made today at the request of the School Board's counsel. After he reviewed it, the draft was circulated to all present parties, including the superintendent. He stated that the resolution approves the documents, basically, which would be entered by the Board of Supervisors and the

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IDA , the general plan financing since the school board will be the beneficiary of part of this financing.

Mr. Day asked if the School Board had any questions.

Chairman Fallin asked what the school board pleasure was.

With no further discussion, upon motion by Dr. Wallace, seconded by Ms. Richards, and carried unanimously, with Ms. Mahan, Ms. Richards, Dr. Wallace and Chairman Fallin voting "aye". The School Board approved the resolution of the Westmoreland County School Board approving the plan of financing of county and school capital projects as presented.

Resolution for the IDA

Mr. Day stated that the resolution for the IDA also included changes, made at the request of Webster Bank's attorney and to reflect changes the School Board attorney requested. He stated that the resolution approves the financing plan discussed earlier. It authorizes the execution of the bond and sets forth the bond in the resolution and states that it is a limited obligation of the IDA. The IDA's sole responsibility is to make any monies received from the board under the lease to make payments on the bond. The maximum rate is 4.9%, maximum amount of \$7,100,000.00 with a maximum term of 20 years. It authorizes the execution of the prime lease, the lease agreement, the signed agreement, and the necessary tax documents, so that the interest on the bond will be tax-exempt.

Chairman Latane, Jr. asked for a motion to approve the resolution.

With no further discussion, upon motion by Mr. Hickman, seconded by Ms. McConkie, and carried unanimously, with Mr. Hickman, Ms. Gillions, Ms. McConkie, Mr. Brundage and Chairman Latane, Jr. voting "aye". The Industrial Development Authority (IDA) approved the resolution of the Industrial Development Authority of Westmoreland County, Virginia, approving a plan of financing of county and school capital projects and authorizing the issuance, sale and award of a lease revenue bond, providing for the form, details and payment of the bond and authorizing certain related actions.

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The 2025 Note with Capital One

He stated that this is through Capital One and there was a term sheet provided. This involves the lease arrangement, prime lease, lease agreement and assignment agreement. Under this financing, there are 3 properties that are able to be provided as collateral, the A.T Johnson Building, Cople Elementary School, and the Judicial Center. He noted if any of those building are in the lease does not mean that any financing will go to that facility; that would have to be a separate decision made by the boards. Those requests were done by Capital One due to them wanting a certain amount of value of the leases. Any 2 of those are acceptable to the lender; that decision will be made before the financing closes. The plan of financing is the maximum amount of \$11,700,000.00, the maximum rate the resolutions authorize is 4.5% and term is a maximum of 5 years. He stated that it is a drawdown note, meaning that it is fully funded at the point of closing. The Board would draw the money down as each portions of the project are needed and gives you flexibility as to when you borrow. You do not pay interest on the amounts that you haven't drawn under the bond until you actually pull the money down to apply it to a project.

Resolution for the Board of Supervisors

He stated that changes were made to all 3 resolutions to make clear that the leases involve both the Board of Supervisors and the School Board, depending on which property is under the lease. The verbiage for maximum amounts and interest rates are as what was presented in the packets. This resolution approves that plan of financing and authorizes the chairman, vice chairman or county administrator to sign the documents as needed. It also authorizes the tax documents and provides for the moral obligation of the Board to make the payments.

Chairman Fisher asked if any Board members had any questions.

With no further discussion, upon motion by Mr. McCormack, seconded by Mr.

Hynson, and carried unanimously, with Mr. McCormack, Mr. Ingram, Mr. Hynson, Mr. Trivett, and Chairman Fisher voting "aye". The Board approved the Resolution of the

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Board of Supervisors of Westmoreland County approving the plan of interim financing of county and school capital improvement projects, authorizing the exaction of certain leases, and providing for the county's moral obligation to make certain related appropriations, as presented.

Resolution of the School Board

Mr. Day stated that the changes were made to allow the School Board to be a party to the leases, depending on which property is taken by the lender. He noted that other than that, the same basic documents are approved if the school board has to sign those documents.

Dr. Wallace understood that the Cople Elementary School would be used for collateral but the way the funding filters will it affect the funding through the county and does it affect the required local effort.

Mr. Rose and Mr. Guise shook their head no that it will not affect it and Mr. Day agreed that it would not.

Mr. Day stated that the lease arrangement does not affect the funding arrangement between the board of supervisors and the school board.

Chairman Fallin asked what the school board pleasure was.

With no further discussion, upon motion by Ms. Richard, seconded by Dr. Wallace, and carried unanimously, with Ms. Mahan, Ms. Richards, Dr. Wallace and Chairman Fallin voting "aye". The School Board approved the Resolution of the Westmoreland County School Board approving a plan of interim financing of county and school capital improvement projects and authorizing the execution of certain leases, as presented.

Resolution of the IDA

He stated that the resolution that is before the IDA is the most recent draft and approves the plan of financing plan and goes into the form of the note. It is a limited obligation of the IDA payable solely from the receipts that it gets under the lease, which is assigned to Capital One as security.

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Chairman Latane, Jr. asked for a motion to approve the resolution.

With no further discussion, upon motion by Mr. Hickman, seconded by Ms. McConkie, and carried unanimously, with Mr. Hickman, Ms. Gillions, Ms. McConkie, Mr. Brundage, and Chairman Latane, Jr. voting “aye”. The IDA approved the Resolution of the Industrial Development Authority of Westmoreland County, approving a plan of interim financing of county and school capital improvement projects and authorizing the issuance, sale, and award of a lease revenue note, providing for the form, details, and payment of the note and authorizing certain related actions.

Chairman Fisher stated as it relates to the business that is before them with the CIP with the exception that they will come back and address the MOA between the School Board and the Board of Supervisors when it’s completed. He stated that their board has one more item on the agenda and if the IDA and the School board is inclined to adjourn, they can at this time.

Chairman Fallin stated that the school board would stay until the end of the meeting. Chairman Latane, Jr. asked for a motion to adjourn.

With no further business, upon motion by Chairman Latane, seconded by Ms. McConkie, carried unanimously. The IDA adjourned the meeting at 7:49 p.m.

Chairman Fisher thanked the IDA members for their hard work, patience, and sacrifice, and for the blessing on the project.

B. Resolution Supporting the Introduction of Legislation to Prohibit Hunting in Monroe Bay.

Mr. Trivett was done after talking with our State Senator and talking with the representatives of the Town of Colonial Beach, which is located in the 5th district. The Town Council voted and passed a Resolution and provided a map of the area that they are asking to be considered off limits to hunting in Monroe Bay, a small section that goes to the state line on the river in front of the Dockside restaurant. He stated this was based on numerous complaints with hunters hunting seven (7) days a week during hunting season and building blinds next to commercial and residential areas. Mr. Trivett asked to pass the

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Resolution that is before the board to provide to Senator Stuart and has also spoken with the delegate as well to be considered at the general assembly to deal with the issue of prohibiting hunting in that area. Mr. Trivett noted between fishing, kayaking, boats getting to the Potomac and other activities in this area, has now become a safety issue and will only get worse.

Mr. Hynson stated that the last time he fought over an issue on Monroe Bay, the center of the creek was the division between the 4th and the 5th District. He asked Mr. Trivett for a map or a line showing the area in a while.

Mr. Trivett stated that the map of the area was provided in the board packet prior to the meeting.

Mr. Trivett stated that there is no centerline and they are asking that the whole creek from the yacht club down to the town limit. He stated if they approve half of the creek, someone could still build a duck blind right on the other side, which is the reason why the town has asked for the Boards support. He noted that he does not have a map showing the centerline, as the request is to ban hunting across the entire Monroe Bay Creek.

Mr. Hynson understood why there is a need to control duck blinds in the creek due to the shot could hit the house.

Mr. Hynson stated that he had the same issues as Mr. Trivett in the same creek and was able to beat the case, making the person take the blind down because it was too close to one house. He felt that if you outlaw one thing in the creek you would have to outlaw everything. He does not want to ruin a landowner's right to build a blind on the other side of the creek if the distance is great enough.

Mr. Stuart stated that it had to go before the General Assembly and did not think they were talking about all the way back in the creek.

Mr. Trivett stated it is just outside of the mouth of the creek, goes back into the town line and passed the church by the cove in Potomac Landing.

Mr. Hynson stated that the safety of the people in the town is okay but does not want to affect property owners on the other side of the creek so they have the right to hunt if they want. He felt it would be easier to just go after the individual and the blind, but is not sure how to.

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Mr. Trivett understood what Mr. Hynson was saying and for the many complaints they have received in both districts has been a lot. The riparian rights were taken back at the yacht club and the person build one across the creek next to residences and built another one. He state that it has been an issue that he has been discussing with many landowners. He mentioned that he is not in favor of taking anyone's rights however, this area has gotten densely populated as well as the many businesses in Monroe bay even during duck season and there is people in the river to kayak. Mr. Trivett felt that it is a public safety issue and if nothing is done about it, it will only get worse. Mr. Trivett stated that he tied to talk to the individual and then he posed on Facebook about shooting ruddy ducks and it turned into a big mess between hunters and non-hunters. Mr. Trivett respects the right of hunters and they have a right to use something until you encroach on someone else's rights in a densely populated area and commercial buildings. Senator Stuart passed a bill stating that you cannot shoot within 150 yards of a residence. He noted that the bill did not say anything about commercial and thought about looking at that angle to see if it can be added. There eight marinas on that creek. He appreciated Mr. Hynson's support if he decides to give it only to that fact of it being a public safety issue.

Chairman Fisher felt that once legislation is proposed there will be a series of hearings and comments an there will be a compromise there. He sated if the Board were to advance the resolution it gets it into the hands of the people who can help hammer out a solution that will be good for all.

Chairman Fisher asked what the pleasure of the Board was.

With no further discussion, upon motion by Mr. Trivett, seconded by Mr. Ingram, and carried unanimously, with Mr. McCormack, Mr. Ingram, Mr. Hynson, Mr. Trivett, and Chairman Fisher voting "aye". The Board approved the Resolution supporting the Introduction of Legislation to Prohibit Hunting in Monroe Bay Creek, as presented.

Before adjourning, Chairman Fallin stated that that they are appreciative of the support from the Board and all the effort that has gone in with the CIP. He thanked everyone for their hard work.

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Chairman Fisher feels we are moving in the right direction to be able to accomplish and achieve the goals at a minimal impact to the taxpayers due to history showing that if you try to do the projects individually it is very costly. He felt if they could continue to have the relationship and work together and pull resources, to get a lot accomplished. Chairman Fisher expressed his gratitude on behalf of their Board to the Schoolboard.

Chairman Fallin stated that this way will provide good visibility not just for them but for the citizens which is important.

Chairman Fallin asked for a motion to adjourn the school board.

With no further business, upon motion by Dr. Wallace, seconded by Ms. Richards, carried unanimously. The School Board adjourned the meeting at 8:05 p.m.

Mr. McCormack thanked Social Services for their attendance and stated that he has been reading his bible a lot recently. 10 years ago when Mr. McCormack was in the army, and he was responsible for handling a fitness test where 50 soldiers and have ones that fail sometimes which wasn't a big deal. On one particular day, one of the officers failed the fitness test and walked off the field. He stated later that day he was in a meeting and there was a list of everyone who failed the test and his name was not on there. The gentleman breaded everyone's name who was. He stated that he was mad and waited until the end of the meeting and went to the commanding officers office and told him what was on his chest and that the person failed the test. He stated that he felt like the weight of the world was on his chest going to leadership due to feeling like you have a target on your back and that his evaluation would reflect. He felt that the people who he led after that, trusted him more. He told Ms. Cusick that he can tell that the employees trust her and are here to support her. He appreciated social services for bringing the issue to the Board's attention.

Chairman Fisher stated that the historically, social services had a building built just for them during a time when the Board was looking at adjusting a major financial move in this county and seemed prudent to make the transition to the existing location. Some issues have developed and will be addressed. We will see what can be done, it might not be an

WESTMORELAND COUNTY BOARD OF SUPERVISORS MINUTES –
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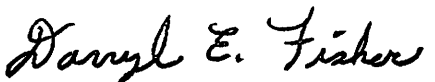
instant thing but the concerns would be addressed and corrective action will be taken. He asked them to be patient and that it will be addressed. He is glad the building issues have come before the Board and it will be addressed, please be patient. We now know we need to prepare a corrective plan of action and we will address the issues at the building.

4. ADJOURNMENT

Chairman Fisher asked if there was any further business to bring before the board, and then he asked for a motion to adjourn.

With no further business, upon motion by Mr. Trivett, seconded by Mr. McCormack, carried unanimously. The Board adjourned the meeting at 8:12 p.m.

The next scheduled meeting is Monday, December 8, 2025, at 6:00 p.m. in the George D. English, Sr. Memorial Building.



Chairman, _____



Westmoreland County, Virginia
LAND USE ADMINISTRATION
PO Box 1000
Montross, VA 22520
804-493-0120

Building Official
Zoning Official
Planning Commission
Board of Zoning Appeals
Board of Building Appeals
Wetlands Board

Capital Improvement Plan (CIP) FY 2026-2030
Staff Report

Date: November 12, 2025
From: Richard Stuart Jr, *Interim Director*
Case #: Capital Improvement Plan (CIP) FY 2026-2030
Site Location: County-wide
Project Description: The CIP is advisory and helps to identify major expenditures that need to be addressed in the county budget over time.
PC Work Session: Monday, November 24, 2025 (3:00 pm, English Building)
Board of Supervisors: Monday, November 24, 2025 (6:00 pm, English Building)

Background:

The Capital Improvement Plan (CIP) for the upcoming fiscal year and beyond, county wide departments were invite to submit requests to be considered for inclusion in the plan for Fiscal year 2026 through 20230 (Five years). Potential projects have a cost exceeding \$50,000 and have a long-term useful life. Examples include real property acquisition, construction or other improvements, major equipment purchases, and extensive repairs/maintenance to an existing capital item. The CIP is advisory and helps to identify major expenditures that need to be addressed in the county budget over time. A draft spreadsheet showing the most recent plan is attached for your review.

Need for Board Action:

The Capital Improvement Plan is public financial planning document that requires a Public hearing and recommendation by the Planning Commission, and Public hearing and adoption by the Board of Supervisors for the allocation of County funds.

Recommendation

The Westmoreland County Planning Commission Recommend the Westmoreland County Board of Supervisors to approve Capital Improvement Plan FY 2026-2030.

Attachments:

- A. Draft Capital Improvement Plan (CIP) FY 2026-2030**
- B. Draft FY 2026-FY 2030 Capital Funding Needs, Prepared by Davenport & Company**
- C. Department Requests**

DRAFT pending review and BOS approval

Item	Department/Project	Total	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Department Priority
SUMMARY - CAPITAL IMPROVEMENTS PROGRAM FY2025-2026								
A	Administration							
B	Other County Offices	1,758,000	1,000,000	258,000	700,000			
	-Maintenance Dept	700,000	138,000	120,000	120,000	358,000		
C	Courts and Commonwealth Attorney	-						
D	Social Services	25,000,000	-				25,000,000	
E	Schools	77,253,618	2,580,316	2,981,398	1371668	331,668	69,988,668	
F	Sheriff	1,240,000	290,000	-	235,000	470,000	245,000	
H	Emergency Services							
	-EMS Department	5,600,000	1,635,000	240,000	2,280,000	800,000	645,000	
	-Emergency Management	190,000		190,000				
	-Radio system	6,250,000	350,000	4,850,000	350,000	350,000	350,000	
HF	Volunteer Fire Depts	400,000		400,000				
J	Roads							
K	Sewer							
L	Glebe Harbor-Cabin Point Sanitary District	1,385,163		50,000	799,000	236,163	300,000	
	TOTAL FOR ALL PROJECTS	119,776,781	5,993,316	9,089,398	5,855,668	2,545,831	96,528,668	

DRAFT pending review and BOS approval

Item	Department/Project	Total	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Department Priority
DETAILS - CAPITAL IMPROVEMENTS PROGRAM FY2025-2026								
B	Other County Offices							
B-1	Maintenance Dept: fleet replacement (4)	276,000	138,000			138,000		1
B-2	Maintenance Dept: CB vacuum station upgrade	220,000				220,000		2
B-3	Registrar Voting Machines	158,000		158,000				
B-4	Finance Financial Software	700,000			700,000			
B-5	Courts HVAC Replacement	900,000	900,000					
B-6	250th Anniversary	200,000	100,000	100,000				
	Other County Offices Total	2,454,000	1,138,000	258,000	700,000	358,000	-	
D	Social Services							
D-1	New DSS building	25,000,000					25,000,000	1
	Social Services Total	25,000,000	-	-	-	-	25,000,000	
E	Schools							
E-1	High school: lighting behind bleachers	50,000	8,000				42,000	
E-2	Middle school: re-keying	200,000					200,000	
E-3	Washington District Elementary: paving	150,000					150,000	
E-4	Middle school: paving	350,000					350,000	
E-5	Washington District Elementary: bathroom reno	100,000					100,000	
E-6	Cople District Elementary: gymnasium	3,000,000					3,000,000	
E-7	Cople District Elementary: re-keying int.doors	200,000					200,000	
E-8	High school: paint arrows for traffic direction	50,000					50,000	
E-9	W&L HS Renovation	500,000					500,000	
E-10	Technology Infrastructure (switches) (CES)	100,000	100,000					
E-11	Technology Infrastructure (access points) (CES)	79,000		79,000				
E-12	Technology Infrastructure (access points) (WDES)	79,000		79,000				
E-13	Chrome Book Replacement (WHS)	225,000	225,000					
E-14	Key Plan- hardware for Interior Doors (CES)	156,634	156,634					
E-15	Key Plan- hardware for Interior Doors (MMS)	25,000		25,000				
E-16	Key Plan- hardware, panic devices Ext. & Int (WHS)	122,000		122,000				
E-17	Replace All Ceiling Tiles (CES)	25,000	25,000					

DRAFT pending review and BOS approval

Item	Department/Project	Total	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Department Priority
E-18	Replace Kitchen Tiles(CES)	51,000	51,000					
E-19	Replace Marquee (CES)	35,000	35,000					
E-20	Replace Gymnasium Lighting (MMS)	99,000	99,000					
E-21	Add Awning to Bus Loop Entrance (MMS)	75,000		75,000				
E-22	Replace All Ceiling Tiles (MMS)	25,000	25,000					
E-23	Add Exterior Lights (MMS)	15,000	15,000					
E-24	Replace Marquee (MMS)	35,000		35,000				
E-25	Door Alarm Hardware (MMS)	7,500		7,500				
E-26	Repave Parking Lot (MMS)	150,000			150,000			
E-27	Signage in Parking Lot (WDES)	2,000	2,000					
E-28	Add ADA Stage Handicap Lift (WDES)	25,000	25,000					
E-29	Replace Fence around Chillers (WDES)	15,000	15,000					
E-30	Paint Interior Doors (WDES)	30,000	30,000					
E-31	Replace Kitchen Tiles(WDES)	14,082	14,182					
E-32	Replace Marquee (WDES)	35,000			35,000			
E-33	Equip Outdoor Classroom (WHS)	50,000	50,000					
E-34	Equip Fitness Room (WHS)	30,000	30,000					
E-35	Nutrient Credits (WHS)	117,500	117,500					
E-36	Sideline Benches for Football Field (WHS)	5,000	5,000					
E-37	Faculty/ Staff Laptop Replacment (Admin)	300,000			300,000			
E-38	Bus Transportation (3)	1,791,672	475,000	321,668	326,668	331,668	336,668	
E-39	Floor Equipment (12)	120,000	60,000				60,000	
E-40	Generators (2)	60,000	60,000					
E-41	Mower (72" Zero Turn)	15,000			15,000			
E-42	Four Cafeteria Units (HVAC) (CES)	418,200	418,200					
E-43	Three Roof Units (HVAC) (CES)	120,000			120,000			
E-44	A&E for Gymnasium (CES)	300,000			300,000			
E-45	Gymnasium (CES)	5,000,000					5,000,000	
E-46	Gymnasium Exterior Wood (Fascia) (MMS)	64,300	64,300					
E-47	Replace Remaining Exterior Doors (16) (MMS)	72,000		72,000				
E-48	HVAC (MMS)	56,200	56,200					
E-49	Interior Doors (MMS)	128,230		128,230				
E-50	New Middle School (MMS)	60,000,000					60,000,000	
E-51	HVAC (WDES)	233,700	233,700					
E-52	Construct New Sercurity Vestibule (WDES)	2,000,000		2,000,000				
E-53	Non-classroom Interior Doors (WDES)	37,000		37,000				
E-54	Replace All Bathroom Patitions (WDES)	75,000			75,000			
E-55	Practice Field (WHS)	100,000	100,000					
E-56	Pole Lighting for Stadium Plaza (WHS)	40,000	40,000					

DRAFT pending review and BOS approval

Item	Department/Project	Total	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Department Priority
E-57	HVAC (WHS)	27,600	27,600					
E-58	HVAC (Admin)	5,000	5,000					
E-59	Admin Front Roof Replacement (Admin)	50,000			50,000			
E-60	Roof Repair / Replacment	7,000	7,000					
E-61	HVAC (TD)	5,000	5,000					
	Schools Total	77,253,618	2,580,316	2,981,398	1,371,668	331,668	69,988,668	
F	Sheriff							
F-1	Animal shelter Renovation	405,000				405,000		
F-2	Animal shelter Vehicle	130,000	65,000			65,000		1
F-3	Sheriff's Vehicles (3 Vehicles + Upfit)	705,000	225,000		235,000		245,000	
	Sheriff Total	835,000	290,000	-	235,000	470,000	245,000	
H	Emergency Services							
	<i>-Emergency Services Dept.</i>							
H-1	Front line ambulance replacement	923,000		428,000		495,000		
H-2	Colonial Beach EMS station replacement	1,500,000	1,500,000					
H-3	Lucas automated CPR device	135,000	135,000					
H-4	Life Pack 35 replacement	240,000		240,000				
H-5	Life Pack 35 replacement	240,000			240,000			
H-6	Front line ambulance replacement	450,000			450,000			
H-7	Mt Holly station addition	1,500,000			1,500,000			
H-8	EMS supervisors vehicle replacement	90,000			90,000			
H-9	Front line ambulance replacement	470,000				470,000		
H-10	Deputy Chief vehicle replacement	90,000				90,000		
H-11	EMS stretchers replacement	150,000				150,000		
H-12	Logistics vehicle replacement	90,000				90,000		
H-13	Front line ambulance replacement	495,000					495,000	
H-14	EMS stretchers replacement	150,000				150,000		
	<i>-Emergency management</i>							
H-15	EM-mobile command	100,000			100,000			
H-16	Prime Mover	90,000		90,000				
	<i>-Radio system needs</i>							
H-17	Public Safety radio: hardware replacement	1,750,000	350,000	350,000	350,000	350,000	350,000	

DRAFT pending review and BOS approval

Item	Department/Project	Total	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Department Priority
H-18	Radio system upgrade	4,500,000		4,500,000				
H-19								
		-						
		-						
	Emergency Services Total	12,963,000	1,985,000	5,608,000	2,730,000	1,795,000	845,000	
HF	Volunteer Fire Departments							
	-Colonial Beach VFD							
HF-1	New building				500,000			
	-Westmoreland VFD							
HF-2	Replacement engine tanker				600,000			1
HF-3	Replacement brush & response unit			400,000				2
	Volunteer Fire Depts Total	1,500,000	-	400,000	1,100,000	-	-	
L	GH-CP Sanitary District							
L-1	Dredging of Cabin Point Creek	799,000		50,000	749,000			1
L-2	Clubhouse renovation	236,163				236,163		2
L-3	Re-surface tennis/pickleball courts	50,000		50,000				3
L-4	Dredging of Cabin Point & Weatherall Creeks	120,000					120,000	4
L-5	Replace Cabin Point boat ramp	180,000					180,000	5
	GH-CP Sanitary District Total	1,385,163	-	100,000	749,000	236,163	300,000	

FY 2026 - FY 2030 Capital Funding Needs					
	2026	2027	2028	2029	2030
County					
<u>Pay-Go Capital</u>					
250th Anniversary	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
Total County Pay-Go Capital	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -
<u>Vehicles, Equipment & Other Short-Term Capital</u>					
Mobile Command	\$ -	\$ -	\$ -	\$ -	\$ -
Voting Machines	-	158,000	-	-	-
Ambulances	-	450,000	-	495,000	-
Lucas automated CPR device	135,000	-	-	-	-
Library Technology and Equipment	-	114,000	-	-	-
Life Pack 35 replacement	-	240,000	240,000	-	-
EMS supervisors vehicle replacement	-	-	90,000	-	-
Deputy Chief vehicle replacement	-	-	-	90,000	-
EMS stretchers replacement	-	-	-	150,000	150,000
Logistics vehicle replacement	-	-	-	90,000	-
Public Safety Radio - Hardware replacement	350,000	350,000	350,000	350,000	350,000
Sheriff's Vehicles (3 Vehicles + Upfit, \$75,000, 10K added in subsequent years for inflation)	225,000	-	235,000	-	245,000
Animal Shelter Vehicle	65,000	-	-	65,000	-
Other Vehicles (3 Vehicles, Cost of Ford F150 - \$46K used as base)	138,000	-	-	138,000	-
Financial Software	-	-	700,000	-	-
Total County Vehicles, Equipment & Other Short-term Capital	\$ 913,000	\$ 1,312,000	\$ 1,615,000	\$ 1,378,000	\$ 745,000
<u>Long-Term Capital</u>					
Radio System	-	4,500,000	-	-	-
CB Rescue Station	1,500,000	-	-	-	-
Mount Holly Station	-	-	1,500,000	-	-
Park Improvements	-	200,000	-	-	200,000
W&L HS Renovation	-	500,000	-	-	-
HVAC Replacement	900,000	-	-	-	-
Animal Shelter Renovation	-	-	-	-	405,000
Total County Long-term Capital	\$ 2,400,000	\$ 5,200,000	\$ 1,500,000	\$ -	\$ 605,000
Total County Capital	\$ 3,413,000	\$ 6,612,000	\$ 3,115,000	\$ 1,378,000	\$ 1,350,000

FY 2026 - FY 2030 Capital Funding Needs

	2026	2027	2028	2029	2030
Schools					
Technology Infrastructure (switches) (CES)	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Technology Infrastructure (access points) (CES)	-	79,000	-	-	-
Technology Infrastructure (access points) (WDES)	-	79,000	-	-	-
Chrome Book Replacement (WHS)	225,000	-	-	-	-
Key Plan - hardware for Interior Classroom Doors and Replace Exterior Classroom Doors (CES)	156,634	-	-	-	-
Key Plan - hardware for Interior Classroom Doors (MMS)	-	25,000	-	-	-
Key Plan - hardware, panic devices Ext. & Int Classroom Doors (WDES)	-	122,000	-	-	-
Total Schools Pay-Go Capital	\$ 481,634	\$ 305,000	\$ -	\$ -	\$ -
Vehicles, Equipment & Other Short-term Capital					
Replace All Ceiling Tiles (CES)	\$ 25,000	\$ -	\$ -	\$ -	\$ -
Replace Kitchen Tiles (per Health Department) (CES)	51,000	-	-	-	-
Replace Marquee (CES)	35,000	-	-	-	-
Replace Gymnasium Lighting (MMS)	99,000	-	-	-	-
Add Awning to Bus Loop Entrance (MMS)	-	75,000	-	-	-
Replace All Ceiling Tiles (MMS)	25,000	-	-	-	-
Add Exterior Lights (MMS)	15,000	-	-	-	-
Replace Marquee (MMS)	-	35,000	-	-	-
Door Alarm Hardware (MMS)	-	7,500	-	-	-
Repave Parking Lot (MMS)	-	-	150,000	-	-
Signage in Parking Lot (WDES)	2,000	-	-	-	-
Add ADA Stage Handicap Lift (WDES)	25,000	-	-	-	-
Replace Fence around Chilliers (WDES)	15,000	-	-	-	-
Paint Interior Doors (WDES)	30,000	-	-	-	-
Replace Kitchen Tiles (per Health Department) (WDES)	14,182	-	-	-	-
Replace Marquee (WDES)	-	-	35,000	-	-
Lightning Behind Bleachers (WHS)	8,000	-	-	-	-
Equip Outdoor Classroom (WHS)	50,000	-	-	-	-
Equip Fitness Room (WHS)	30,000	-	-	-	-
Nutrient Credits (WHS)	117,500	-	-	-	-
Sideline Benches for Football Field (WHS)	5,000	-	-	-	-
Faculty/Staff Laptops Replacement (Admin)	-	-	300,000	-	-
Bus Transportation (3)	475,000	321,668	326,668	331,668	336,668
Floor Equipment (12)	60,000	-	-	-	60,000
Generators (2)	60,000	-	-	-	-
Mower ("72 Zero Turn)	-	-	15,000	-	-
Total Schools Vehicles, Equipment & Other Short-term Capital	\$ 1,141,682	\$ 439,168	\$ 828,668	\$ 331,668	\$ 396,668

FY 2026 - FY 2030 Capital Funding Needs					
	2026	2027	2028	2029	2030
Schools (cont.)					
Long-term Capital Needs					
Four cafeteria package units (HVAC) (CES)	\$ 418,200	\$ -	\$ -	\$ -	\$ -
Three Roof Units (HVAC) (CES)	-	-	120,000	-	-
A & E for Gymnasium (CES)	-	-	300,000	-	-
Gymnasium (CES)	-	-	-	-	5,000,000
Gymnasium Exterior Wood Replacement (Fascia) (MMS)	64,300	-	-	-	-
Repair Gymnasium Exhaust Fans (MMS)	TBD	-	-	-	-
Replace Remaining Exterior Doors (16) (MMS)	-	72,000	-	-	-
HVAC (MMS)	56,200	-	-	-	-
Interior Doors (MMS)	-	128,230	-	-	-
New Middle School (MMS)	-	-	-	-	60,000,000
HVAC (WDES)	233,700	-	-	-	-
Construct New Security Vestibule / Entrance (WDES)	-	2,000,000	-	-	-
Non-classroom Interior Doors (WDES)	-	37,000	-	-	-
Replace All Bathroom Partitions (WDES)	-	-	75,000	-	-
Add Additional Parking (WDES)	-	-	-	TBD	-
Practice Field (WHS)	100,000	-	-	-	-
Pole Lighting for Stadium Plaza (WHS)	40,000	-	-	-	-
HVAC (WHS)	27,600	-	-	-	-
Rear Sidewalk Lighting (WHS)	-	-	-	-	TBD
HVAC (Admin)	5,000	-	-	-	-
Admin Front Roof Replacement (Admin)	-	-	50,000	-	-
Roof Repair / Replacement	7,000	-	-	-	-
Exterior Door Replacement	TBD	-	-	-	-
HVAC (TD)	5,000	-	-	-	-
Total Schools Long-term Capital	\$ 957,000	\$ 2,237,230	\$ 545,000	\$ -	\$ 65,000,000
Total Schools Capital	\$ 2,580,316	\$ 2,981,398	\$ 1,371,668	\$ 331,668	\$ 65,396,668
Grand Total County and Schools Capital	\$ 5,993,316	\$ 9,593,398	\$ 4,486,668	\$ 1,709,668	\$ 66,746,668



Board of Supervisors,
School Board, and
Industrial Development
Authority (IDA) Meeting

Public Hearing - Capital
Improvement Plan

November 24, 2025



County FY26 Budget Process



- Operating budget adopted in April
- Understanding that capital needs would be handled separately after financial review
- Departments and Schools were asked to submit CIP requests
- Working with Davenport, we have developed 5-year spending plan
- Water and Wastewater CIP separate

County CIP Highlights



- Radio System
- Colonial Beach Rescue Squad Building
- Mt. Holly Station
- HVAC Judicial Center
- Ambulances
- Sheriff's Vehicles
- Voting Machines
- Financial Software
- W&L HS Building Renovation
- Animal Shelter Renovation
- EMS Equipment
- Park Improvements
- Library Technology Improvements for Our Branches
- 250th Anniversary

Detailed County Capital Projects



FY 2026 - FY 2030 Capital Funding Needs						Dev. Est.
	2026	2027	2028	2029	2030	Useful Life
County						
<u>Pay-Go Capital</u>						
250th Anniversary	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	Pay-Go
Total Pay-Go Capital	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	
<u>Vehicles, Equipment & Other Short-term Capital</u>						
Mobile Command	\$ -	\$ -	\$ -	\$ -	\$ -	10
Voting Machines	-	158,000	-	-	-	10
Ambulances	-	450,000	-	495,000	-	7
Lucas automated CPR device	135,000	-	-	-	-	5
Library Technology and Equipment	-	114,000	-	-	-	5
Life Pack 35 replacement	-	240,000	240,000	-	-	5
EMS supervisors vehicle replacement	-	-	90,000	-	-	5
Deputy Chief vehicle replacement	-	-	-	90,000	-	5
EMS stretchers replacement	-	-	-	150,000	150,000	5
Logistics vehicle replacement	-	-	-	90,000	-	5
Public Safety Radio - Hardware replacement	350,000	350,000	350,000	350,000	350,000	7
Sheriff's Vehicles (3 Vehicles + Upfit, \$75,000, 10K added in subsequent years for inflation)	225,000	-	235,000	-	245,000	5
Animal Shelter Vehicle	65,000	-	-	65,000	-	5
Other Vehicles (3 Vehicles, Cost of Ford F150 - \$46K used as base)	138,000	-	-	138,000	-	5
Financial Software	-	-	700,000	-	-	5
Total Vehicles, Equipment & Other Short-term Capital	\$ 913,000	\$ 1,312,000	\$ 1,615,000	\$ 1,378,000	\$ 745,000	
<u>Long-term Capital Needs</u>						
Radio System	-	4,500,000	-	-	-	15
CB Rescue Station	1,500,000	-	-	-	-	20
Mount Holly Station	-	-	1,500,000	-	-	20
Park Improvements	-	200,000	-	-	200,000	15
W&L HS Renovation	-	500,000	-	-	-	20
HVAC Replacement	900,000	-	-	-	-	20
Animal Shelter Renovation	-	-	-	-	405,000	20
Total Long-term Capital Needs	\$ 2,400,000	\$ 5,200,000	\$ 1,500,000	\$ -	\$ 605,000	
Total County Needs	\$ 3,413,000	\$ 6,612,000	\$ 3,115,000	\$ 1,378,000	\$ 1,350,000	

Public Safety Radio System (2027)

- Original system implemented in 1999; upgrades done in 2018-2020.
- Outdated technology lacking interoperability with neighboring jurisdictions.
- Core upgrade required to offer internal LTE capabilities.
- Rapidly aging hardware (radios) that are nearing/reached end of service life.
- Hub and spoke design currently, leading to the failure of the system with a single lightning strike - new design is a ring configuration to prevent future outages.
- Required microwave upgrade - current loses support on 12/31/2027. The microwave will still work but any support will not be offered.

Rescue Squad Building – Colonial Beach (2026)

- Building on Dennison Street is original to the rescue squad-not current on modern EMS models of 24/7 staffing.
- Located in a flood plain-has to be evacuated for any impending flooding from hurricanes/tropical storms.
- No other feasible sites currently in the Town of Colonial Beach to relocate without new construction.
- Not suitable for any future needs-additional ambulances.
- Town is willing to dedicate land and Volunteer Rescue Squad has raised funds for a new building
- Westmoreland County funding the remainder of the project estimated at \$1.5 mil
- Site and design to be determined

Rescue Squad Building – Colonial Beach (concept)



COLONIAL BEACH RESCUE SQUAD

JOHN J BURGER ARCHITECT

Mt. Holly station (2028)

- Originally discussed in 2020 with the addition of the 4th ambulance. (4 ambulances were part of the initial design from a VDFP study in 2007. The County opted for 3.)
- Coverage gap in the County for EMS. (>15 minute response time to rapidly developing Cabin Point/Glebe Harbor.)
- Second/third due ambulance times exceed 20+ minutes.
- Current location would require total retrofit - feasible but costly.
- Option is to build a new station on current County owned property.
- Another option is a partnership with WVFD to build an addition similar to Company 6 (Cople District VFD).
- County volume is increasing and limited growth for public safety outside of original recommendations from approximately 2005.

Mt. Holly Station



Schools CIP Highlights



- Security Vestibule/entrance (WDES)
- Gymnasium (CES)
- School buses
- HVAC
- Buildings and Grounds

Detailed School Capital Projects



FY 2026 - FY 2030 Capital Funding Needs						Dev. Est. Useful Life
	2026	2027	2028	2029	2030	
Schools						
Technology Infrastructure (switches) (CES)	\$ 100,000	\$ -	\$ -	\$ -	\$ -	Grant
Technology Infrastructure (access points) (CES)	-	79,000	-	-	-	Grant
Technology Infrastructure (access points) (WDES)	-	79,000	-	-	-	Grant
Chrome Book Replacement (WHS)	225,000	-	-	-	-	Grant
Key Plan - hardware for Interior Classroom Doors and Replace Exterior Classroom Doors (CES)	156,634	-	-	-	-	Grant
Key Plan - hardware for Interior Classroom Doors (MMS)	-	25,000	-	-	-	Grant
Key Plan - hardware, panic devices Ext. & Int Classroom Doors (WDES)	-	122,000	-	-	-	Grant
Total Pay-Go Capital	\$ 481,634	\$ 305,000	\$ -	\$ -	\$ -	
Vehicles, Equipment & Other Short-term Capital						
Replace All Ceiling Tiles (CES)	\$ 25,000	\$ -	\$ -	\$ -	\$ -	10
Replace Kitchen Tiles (per Health Department) (CES)	51,000	-	-	-	-	10
Replace Marquee (CES)	35,000	-	-	-	-	10
Replace Gymnasium Lighting (MMS)	99,000	-	-	-	-	5
Add Awning to Bus Loop Entrance (MMS)	-	75,000	-	-	-	10
Replace All Ceiling Tiles (MMS)	25,000	-	-	-	-	10
Add Exterior Lights (MMS)	15,000	-	-	-	-	5
Replace Marquee (MMS)	-	35,000	-	-	-	10
Door Alarm Hardware (MMS)	-	7,500	-	-	-	5
Repave Parking Lot (MMS)	-	-	150,000	-	-	10
Signage in Parking Lot (WDES)	2,000	-	-	-	-	5
Add ADA Stage Handicap Lift (WDES)	25,000	-	-	-	-	10
Replace Fence around Chiller (WDES)	15,000	-	-	-	-	5
Paint Interior Doors (WDES)	30,000	-	-	-	-	5
Replace Kitchen Tiles (per Health Department) (WDES)	14,182	-	-	-	-	10
Replace Marquee (WDES)	-	-	35,000	-	-	10
Lighting Behind Bleachers (WHS)	8,000	-	-	-	-	5
Equip Outdoor Classroom (WHS)	50,000	-	-	-	-	10
Equip Fitness Room (WHS)	30,000	-	-	-	-	10
Nutrient Credits (WHS)	117,500	-	-	-	-	5
Sideline Benches for Football Field (WHS)	5,000	-	-	-	-	5
Faculty/Staff Laptops Replacement (Admin)	-	-	300,000	-	-	5
Bus Transportation (3)	475,000	321,668	326,668	331,668	336,668	10
Floor Equipment (12)	60,000	-	-	-	60,000	5
Generators (2)	60,000	-	-	-	-	5
Mower (72 Zero Turn)	-	-	15,000	-	-	5
Total Vehicles, Equipment & Other Short-term Capital	\$ 1,141,682	\$ 439,168	\$ 826,668	\$ 331,668	\$ 396,668	

Detailed School Capital Projects (cont.)



FY 2026 - FY 2030 Capital Funding Needs						Dev. Est. Useful Life
	2026	2027	2028	2029	2030	
Long-term Capital Needs						
Four cafeteria package units (HVAC) (CES)	\$ 418,200	\$ -	\$ -	\$ -	\$ -	15
Three Roof Units (HVAC) (CES)	-	-	120,000	-	-	15
A & E for Gymnasium (CES)	-	-	300,000	-	-	20
Gymnasium (CES)	-	-	-	-	5,000,000	20
Gymnasium Exterior Wood Replacement (Fascia) (MMS)	TBD	-	-	-	-	0
Repair Gymnasium Exhaust Fans (MMS)	TBD	-	-	-	-	0
Replace Remaining Exterior Doors (16) (MMS)	-	72,000	-	-	-	15
HVAC (MMS)	56,200	-	-	-	-	15
Interior Doors (MMS)	-	TBD	-	-	-	0
New Middle School (MMS)	-	-	-	-	60,000,000	30
HVAC (WDES)	233,700	-	-	-	-	15
Construct New Security Vestibule / Entrance (WDES)	-	2,000,000	-	-	-	20
Non-classroom Interior Doors (WDES)	-	37,000	-	-	-	15
Replace All Bathroom Partitions (WDES)	-	-	75,000	-	-	15
Add Additional Parking (WDES)	-	-	-	TBD	-	0
Practice Field (WHS)	100,000	-	-	-	-	20
Pole Lighting for Stadium Plaza (WHS)	40,000	-	-	-	-	15
HVAC (WHS)	27,600	-	-	-	-	15
Rear Sidewalk Lighting (WHS)	-	-	-	-	TBD	0
HVAC (Admin)	5,000	-	-	-	-	15
Admin Front Roof Replacement (Admin)	-	-	50,000	-	-	20
Roof Repair / Replacement	7,000	-	-	-	-	10
Exterior Door Replacement	TBD	-	-	-	-	0
HVAC (TD)	5,000	-	-	-	-	15
Total Long-term Capital Needs	\$ 892,700	\$ 2,109,000	\$ 545,000	\$ -	\$ 65,000,000	
Total School Needs	\$ 2,516,016	\$ 2,853,168	\$ 1,371,668	\$ 331,668	\$ 65,396,668	

WDES Security Vestibule/Entrance

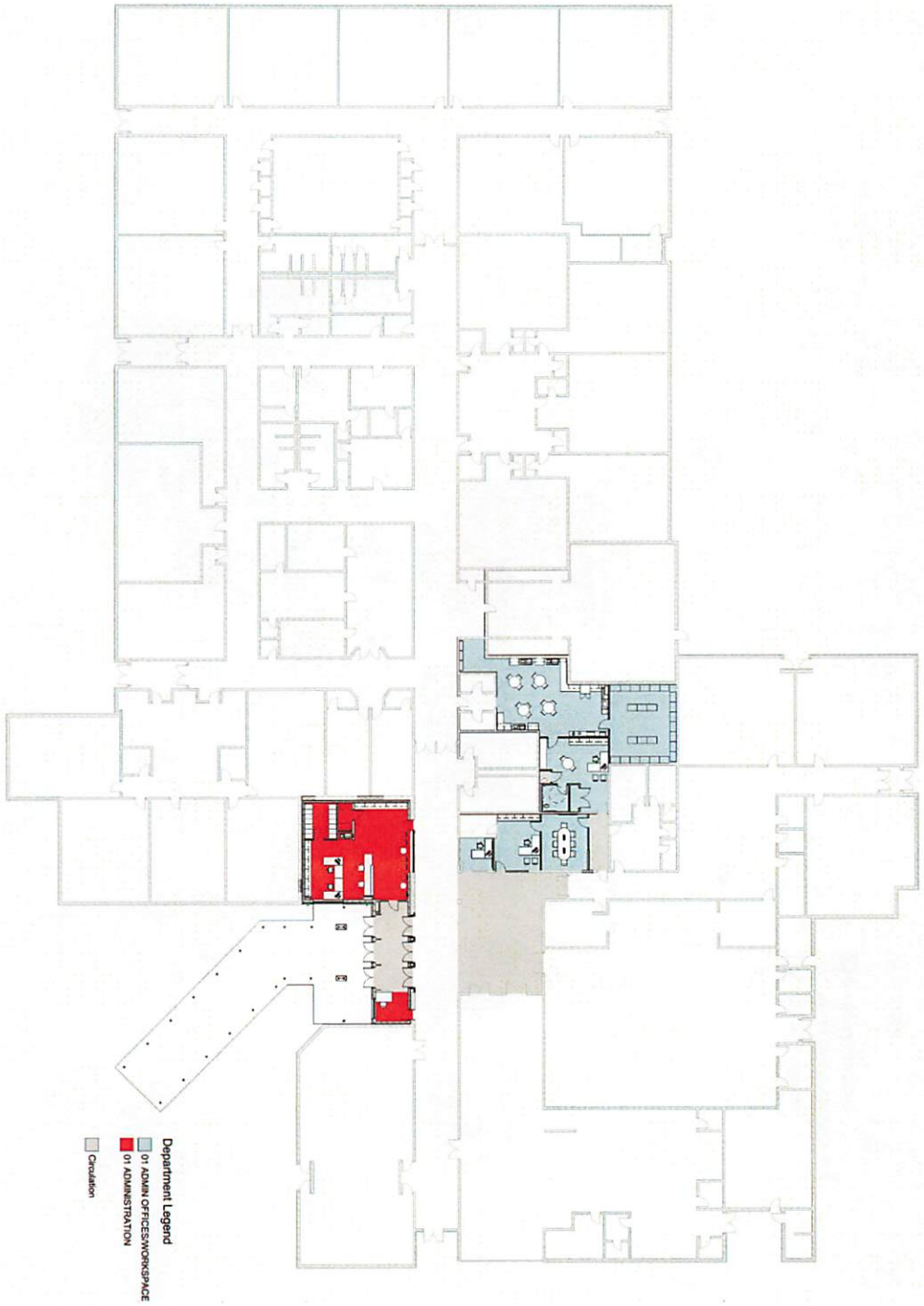


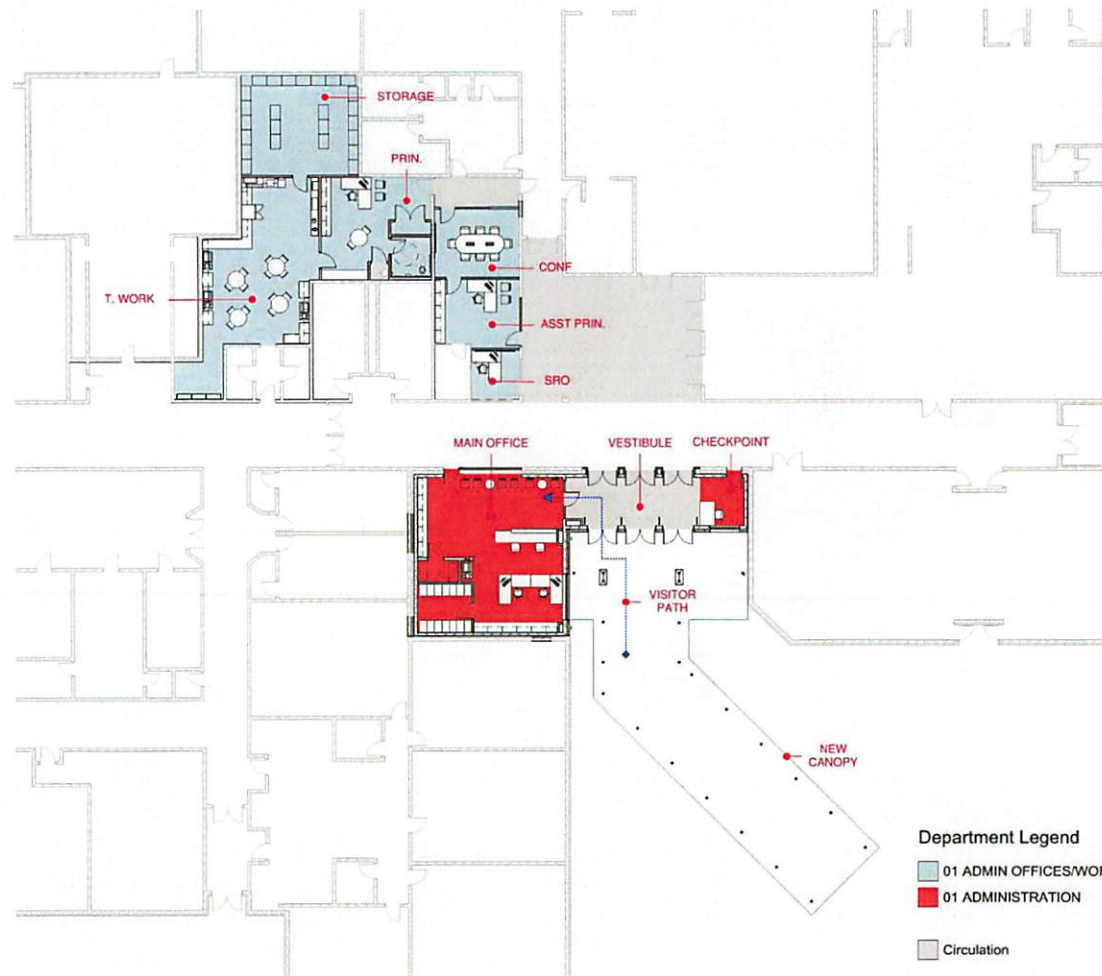
- Planned improvements significantly enhance safety and security
- New main office adjacent to the entry vestibule
- Creates various checkpoints to deter intruders
- Main office has direct visibility to anyone approaching the building
- Main entry glass treated with security film
- Existing main office converted to administrative offices directly adjacent to main lobby with direct supervision of the entry (Principal, Assistant Principal, SRO)
- Also creates storage space and more efficient work space

WDES Project Timeline



- Construction documents are complete
- Anticipate bid period beginning early/mid November
- Construction to begin May 22, 2026 (end of current school year)
- Substantial completion by end of July 2026 (in time for August 10 first day of school)





CES Gymnasium

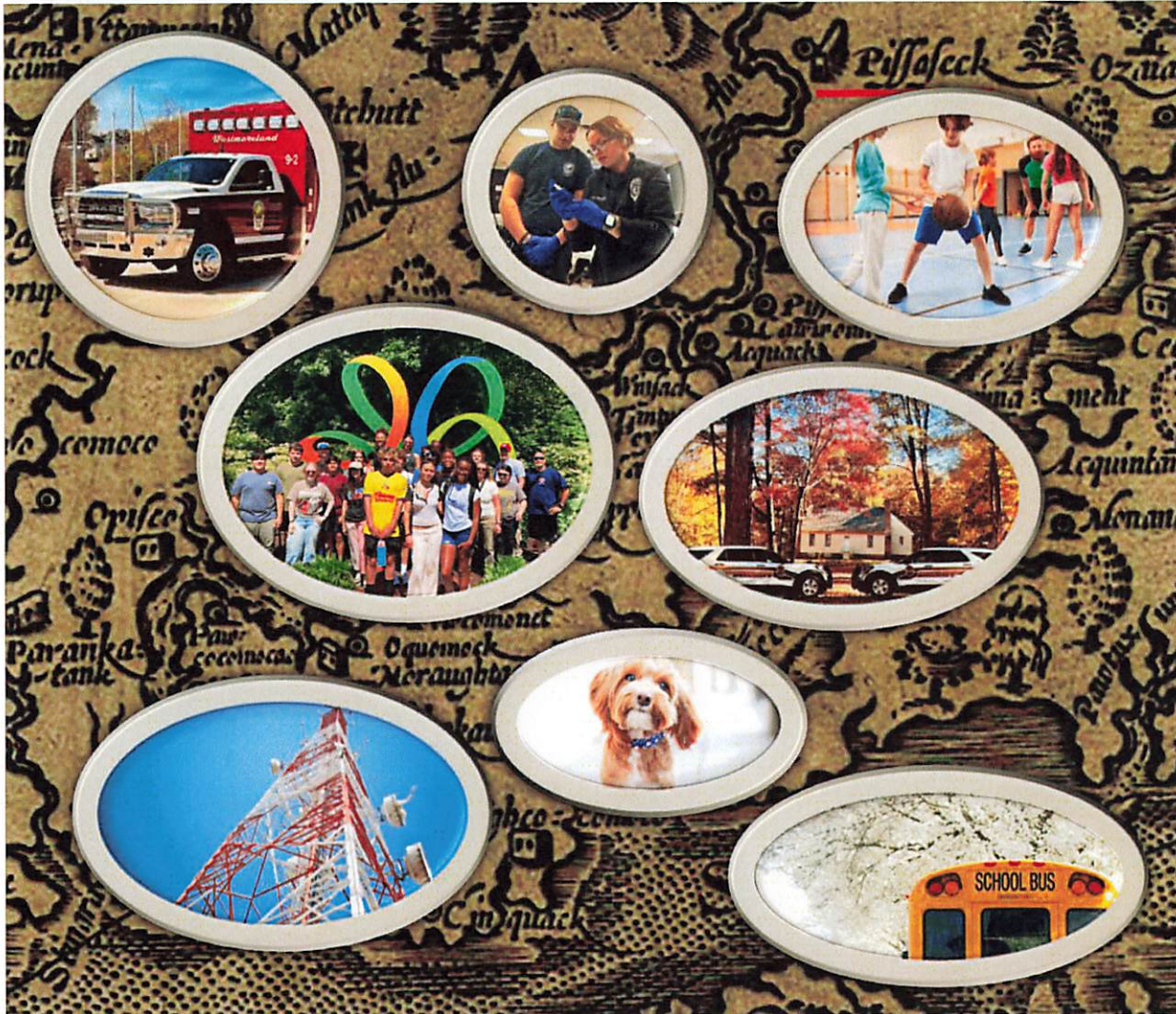


- Cople Elementary School was constructed as an open concept school and has no gymnasium
- Plan is to construct a free-standing gymnasium/multipurpose addition next to Cople Elementary with a connecting enclosed corridor.
- The project estimate in the CIP is based on an Order of Magnitude Cost Estimate obtained in July 2024. Anticipate an approximate 5% annual cost escalation.

CES Project Timeline



- Architectural & engineering design: 2027-2028 (year 3 of CIP)
- Construction: 2029-2030 (year 5 of CIP)



Questions



Westmoreland County, Virginia

Summary and Next Steps - Three-Part Funding Plan for County and School Capital Needs



November 24, 2025

Background



- Davenport & Company LLC (“Davenport”) has served as Financial Advisor to the County for approximately three decades.

- Earlier this Fall, Davenport was asked by County Staff to:
 - 1) Update the Board of Supervisors on the County’s financial condition via a Comprehensive Financial Review; and,
 - 2) Develop a sustainable funding strategy (i.e., a plan) for funding Identified County and School Capital Needs over the next three to five fiscal years.

- The results of this Comprehensive Financial Review and Sustainable Funding Strategy were presented to the Board of Supervisors, the School Board, and the Public on October 8th, 2025.

- Following the Joint Meeting on October 8th, Davenport and Bond Counsel met with the Industrial Development Authority (“IDA”) on October 22nd.
 - The IDA was briefed on the proposed Capital Improvement Program, the Three-Part Funding Plan, as well as their role in the financing process.



Background (cont.)

- As directed by the County Board of Supervisors and School Board at the October 8th Joint Meeting, Davenport issued a Request for Proposals (“RFP”) to local, regional and national lending institutions to solicit proposals for each component of the Three-Part Funding Plan.
- On October 31, 2025, Davenport, on behalf of the County, received multiple bids from lending institutions for each of the Three Funding Parts.
- At the November 12th Board of Supervisors Meeting, Davenport presented the results of the RFP process, and recommended that the County move forward with the following:
 - **Part One – 2025A Bond:** Webster Bank;
 - **Part Two – 2025B Note:** Capital One (three-year final maturity option); and
 - **Part Three – 2025 Lease:** Bank of America.
- As described in the November 12th presentation, in order to move forward with the three financing components, certain approvals will be required from the County Board of Supervisors, the School Board, and the IDA.
- Per County policy, the Planning Commission also needs to approve the Capital Improvement Program itself.

Financing Related Approvals – November 24th Meetings



- On the afternoon/evening of November 24th, the County Board of Supervisors, Planning Commission, School Board, and Industrial Development Authority Board will consider providing approvals.
- The Planning Commission will consider approval of the Capital Improvement Program at it's 3 pm meeting.
- Following the Planning Commission meeting, the County Board of Supervisors, School Board, and Industrial Development Authority will hold a Joint Meeting on the evening of November 24th.
- The Joint Meeting will include the following on the Agenda:
 - A public hearing on the proposed Capital Improvement Plan; and,
 - Each Board, as necessary, will consider approval of resolutions pertaining to the three financing components, as described on the following page.

Financing Related Approvals – November 24th Meetings (cont.)



- The following will be considered by the **Board of Supervisors**:
 - **Part 1: 2025A Bond** - Approval of a resolution authorizing the lease revenue Bond structure with Webster Bank, and authorization to execute related leases/financing documents;
 - **Part 2: 2025B Note** - Approval of a resolution authorizing the lease revenue Note structure with Capital One, and authorization to execute related leases/financing documents; and,
 - **Part 3: 2025C Master Lease** - Approval of a resolution authorizing additional leases to be undertaken through Bank of America pursuant to the original 2018 Master Lease Purchase Agreement.

- The following will be considered by the **School Board**:
 - **Part 1: 2025A Bond** - Approval of the financing plan for school-related improvements and authorization concurs in the related bond documents; and,
 - **Part 2: 2025B Note** - Approval of the financing plan for school-related improvements and authorization to execute related lease-revenue Note documents as needed.

- The following will be considered by the **IDA***:
 - **Part 1: 2025A Bond** - Approval of the issuance of the 2025A Bond as conduit issuer, and authorization to execute related lease-revenue Bond documents; and,
 - **Part 2: 2025B Note** - Approval of the issuance of the 2025B Note as conduit issuer, and authorization to execute related lease-revenue Bond documents as needed.

*Note: The IDA serves solely as the conduit issuer as required by Virginia Law. Neither the IDA nor the IDA Board members assume any liability pertaining to the contemplated financings.

Next Steps



Date	Task
November 12 th	 <u>Board of Supervisors Meeting</u> Davenport Presents Results of RFP Process
Afternoon of November 24 th	<u>Planning Commission Meeting</u> Planning Commission considers adoption / approval of the Capital Improvement Plan
Evening of November 24 th	<u>Joint Board of Supervisors, IDA & School Board Meeting</u> - Board of Supervisors, IDA & School Board consider adoption / approval of the Capital Improvement Plan - Board of Supervisors, IDA & School Board consider formal approval of the 2025A Bond, 2025B Note, and 2025 Lease financing documents and resolutions.
Early December	Working group prepares closing documents, necessary signatures and other items required for closing.
December 10 th	Closing on financings – funds received/available.



Appendix



Inclusion of the Cople Gymnasium Project

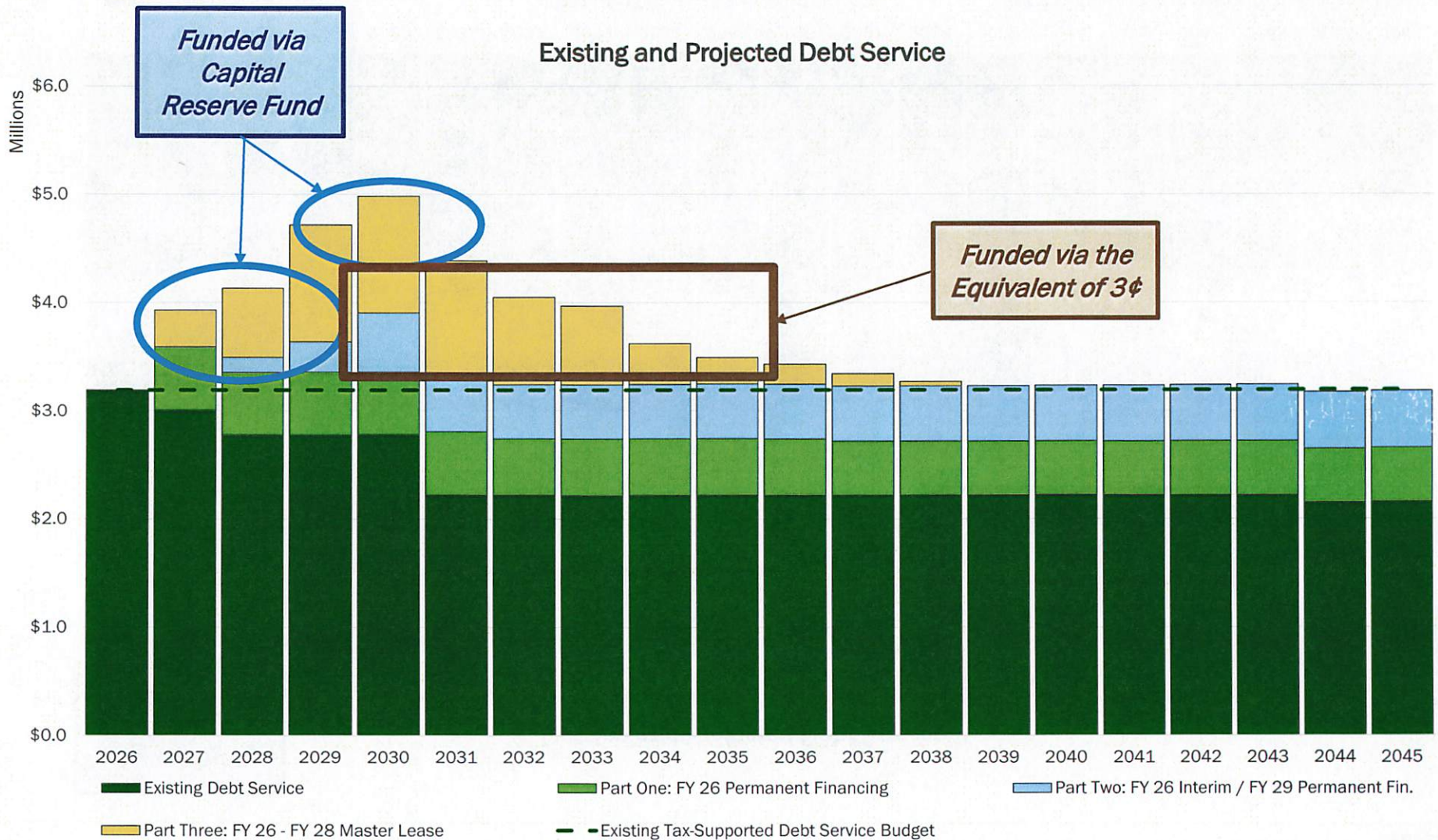
- As discussed at the October 8th Board Meeting, the County is considering potentially accelerating the funding of the Cople Elementary School Gymnasium Project.

- As such, when issuing the RFP, Davenport included a provision for the County to be able to increase or decrease the size of the Part Two Interim Financing by approximately \$5 million.
 - By including the potential funding for the Cople Gymnasium Project in the Part Two Interim Financing, the County would have access to funds as needed for the project without paying interest on any unspent funds.

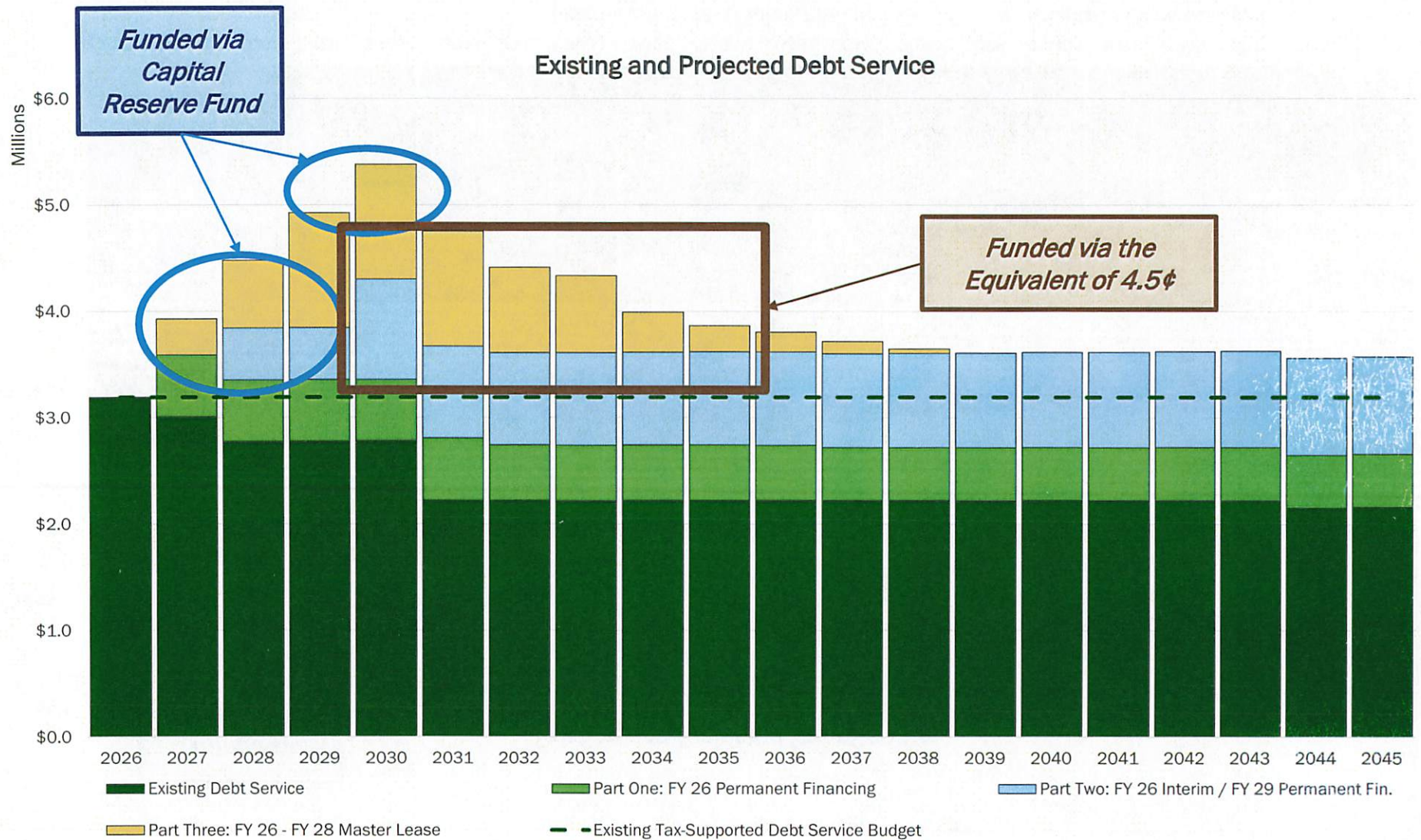
- Without accelerating the Cople Gymnasium Project, the County is projected to need the equivalent of three cents on the Real Estate Tax Rate to completely fund the sustainable funding plan.

- When accelerating the Cople Gymnasium Project, the County is projected to need the equivalent of an additional one to two cents on the Real Estate Tax Rate.⁽¹⁾

Projected Cash Flow | Without Gymnasium



Projected Cash Flow | With Gymnasium





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Disclaimer



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The value of and income from investments and the cost of borrowing may vary because of changes in interest rates, foreign exchange rates, default rates, prepayment rates, securities/instruments prices, market indexes, operational or financial conditions or companies or other factors. There may be time limitations on the exercise of options or other rights in securities/instruments transactions. Past performance is not necessarily a guide to future performance and estimates of future performance are based on assumptions that may not be realized. Actual events may differ from those assumed and changes to any assumptions may have a material impact on any projections or estimates. Other events not taken into account may occur and may significantly affect the projections or estimates. Certain assumptions may have been made for modeling purposes or to simplify the presentation and/or calculation of any projections or estimates, and Davenport does not represent that any such assumptions will reflect actual future events. Accordingly, there can be no assurance that estimated returns or projections will be realized or that actual returns or performance results will not materially differ from those estimated herein. This material may not be sold or redistributed without the prior written consent of Davenport.

Version 01/01/2025 CW/AA/SG/CR/DR

David Florio
Director – Senior Leasing Officer
Government Finance

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Email: David.florio@bofa.com
Tel: (312) 521-4322
Cell: (630) 453-4686

October 30, 2025

County of Westmoreland, VA
111 Polk Street
Montross, VA 22520

Re: Request for Proposals – Master Lease Program (“Proposed Transaction”)

Dear Mr. Geisz and Mr. Allen,

Banc of America Public Capital Corp (“BAPCC” or “Lessor”) is pleased to submit a response to the County of Westmoreland’s (“County” or “Lessee”) RFP for Master Lease Program. BAPCC’s response is described in the Summary of Terms and Conditions (“the Proposal”).

This Proposal includes only a brief description of the principal terms of the Proposed Transaction and are intended for discussion purposes only. This Proposal is not intended to and does not create any binding legal obligation on the part of either party. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

If awarded, BAPCC is recommending the proposed transactions be documented as Schedules, to the previously executed Master Equipment Lease/Purchase Agreement (“MELPA”) dated January 17, 2018. Additionally, this Proposal is contingent upon a January 2026 funding. BAPCC has locked the interest rates until January 16, 2026, in order to allow time to close our end of year business. In the event the County must close in December 2025, please advise.

The Proposal must be accepted on or before **November 12, 2025**, for BAPCC to proceed with its consideration of the proposed transaction. To accept the Proposal, please sign the enclosed copy of this letter and return it, by no later than November 12, 2025, to:

**Banc of America Public Capital Corp
110 N. Wacker Drive, 11th Floor
Chicago, IL 60606**

We appreciate the opportunity to present this response to the County.

Very truly yours,

Banc of America Public Capital Corp

David Florio

David Florio
Director – Senior Leasing Officer

CC: Charles Maguire | Banc of America Public Capital Corp | Charles.maguire@bofa.com

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The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Banc of America Public Capital Corp and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

County of Westmoreland, VA

By: _____

Title: _____

Date: _____

This proposal is submitted in response to your Request for Proposals ("RFP") for Master Lease Program dated October 15, 2025. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations, and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

Summary of Terms and Conditions

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a Lessor or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

Date: October 30, 2025

Lessee: County of Westmoreland, VA

Lessor: Banc of America Public Capital Corp or its affiliate or designee

Equipment: County and school equipment (collectively, "the Equipment"); subject to Lessor approval

Structure: The Lease is intended as a Non-Bank Qualified secured transaction; all tax benefits will remain with Lessee; all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.

Availability: The Proposed Transaction will not be a revolving line of credit, however, upon request by the Lessee and approval by the Lessor, subject to annual credit and index pricing review, may be extended in one (1) year increments.

Term: a) Five (5) years
b) Seven (7) years
c) Ten (10) years

Amount: Not to exceed \$3,200,000 through FYE26. The annual financing amount can be increased upon mutual agreement of the Lessee and Lessor with the Lessee expected to utilize a maximum amount of \$6.0MM over the 3-year period (through FYE28).

Interest Rate: a) 3.4872% (see 5-year amortization below)
b) 3.5461% (see 7-year amortization below)
c) 3.6946% (see 10-year amortization below)

If the Proposal is accepted by November 12, 2025, the Lessor will lock the interest rate through January 16, 2026. If closing of the Proposed Transaction occurs after such rate lock expiration, the Indicative Fixed Interest Rate proposed above is subject to repricing at the discretion of the Lessor. Email notification of acceptance of the Proposal by November 12, 2025, subject to County Board of Supervisors approval, is acceptable.

Index: Any fundings occurring after the rate lock expiration (through January 16, 2026), will be based on the formula below, which will be valid through June 30, 2026, after which time it will be subject to review and mutual agreement of both parties. In accordance with the RFP, the formula based rates below are calculated based on 10/27/2025 SOFR Swaps.

Index Based on 10/27/25 SOFR Swaps*:						
Lease Term	Avg Life Index Term	Swap Index Rate	%Percentage of Index Rate	=Tax Exempt Adjusted Index Rate	+Spread	=Tax Exempt Lease Rate
6 years	3 years	3.2689%	79.00%	2.5882%	0.6890%	3.4872%
7 years	4 years	3.3115%	79.00%	2.6161%	0.9300%	3.5461%
10 years	5 years	3.3583%	79.00%	2.6531%	1.0415%	3.6946%

*The actual Tax-Exempt Interest Rate for future Schedules will be calculated in accordance with the formula in the above pricing grid and will be based on the then current Swap Index Rate published at 8:30ET on the applicable Refinitiv Swaps Index screen page (or such other commercially available source providing such quotations as may be selected by Lender from time to time) on the date pricing is set (no more than 8 business days prior to funding), which the current Swap Index Rate shall not be less than zero (0%). Day count is based on 30/360 interest convention.

Minimum Lease: In an effort to offer the County the most efficient and lowest borrowing cost, the minimum lease schedule under this master lease program shall be \$100,000. BAPCC will consider lower amounts on a case-by-case basis. Additionally, BAPCC approves the County drawing funds semi-annually.

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<u>Payments:</u>	Payments will be in accordance with the amortization schedules below. Please note if alternative payment frequencies or changes to the principal amounts due on each payment date are requested, this may be accommodated, but any changes to the average life may also impact the rate quoted herein.
<u>Insurance:</u>	Lessee may be required to provide, at its expense, casualty insurance (with such deductibles as Lessor may approve). Lessor has the ability, if necessary, to obtain and provide any insurance.
<u>Prepayment:</u>	Pre-payable in whole on any payment date at par after the first half of the term has expired.
<u>Governmental Entity Lease:</u>	The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee will indemnify Lessor insofar as any actions or omissions of the Lessee result in any loss of Federal income tax exemption of the interest portion of the rentals and for any penalties and interest imposed by the Internal Revenue Service on Lessor in connection therewith on a lump-sum basis.
<u>Non-Appropriation Termination:</u>	Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.
<u>Expenses:</u>	Lessee and Lessor will each be responsible for their own closing costs.
<u>Escrow Account:</u>	Subject to compliance with applicable regulations under the Internal Revenue Code, the proceeds of the Lease may be funded into an escrow acceptable to Lessor, and disbursements made therefrom to pay for the Equipment upon the execution and delivery of a disbursement request (and related documents) by Lessee and approved by Lessor. The set-up fee is waived if using certain escrow providers with whom BAPCC utilizes.
<u>Documentation:</u>	Subject to documentation and formal credit approval. If Lessor requests, Lessee will also furnish duly executed landlord and mortgage waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.
<u>Conditions Precedent:</u>	If the vendor is receiving advance payments from the loan proceeds prior to delivery, then BAPCC will receive a payment and performance bond listing Lessor, its successors and assigns, as co-obligee; also, BAPCC will take assignment of the vendor contract which is to be reviewed by our legal department.
<u>SEC Disclosure:</u>	Lessee acknowledges and agrees that, if, in connection with its efforts to comply with the requirements of SEC Rule 15c2-12(b)(5) of the Securities and Exchange Act of 1934, Lessee decides to file any documentation related to the proposed transaction to EMMA (the "Disclosed Documents"), such Disclosed Documents shall be filed with redactions that will be mutually agreed upon by the parties to ensure that there is no confidential information of Lessor included in the posted documents (i.e. account information, names of signatories).

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Private Placement: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

USA Patriot Act Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Credit Due Diligence: In order to complete its credit due diligence, Banc of America Public Capital Corp requires the following:

- Three (3) years of most recent audited financial statements;
- Most recent fiscal year's Budget; and
- Insurance Certificate

Final Approval: The Proposal and the terms set forth herein are an indication of interest in the Proposed Transaction but are not and should not be construed as a commitment nor obligation of the Lessor to provide financing. The Proposed Transaction and the terms set forth herein are subject to credit, risk, documentation, legal, and Public Sector Banking approvals from the Lessor as well as execution and delivery of documentation in form and substance acceptable to all parties.

Proposal Expiration: If the Proposal is accepted within eight (8) business days, the Proposal will expire on February 28, 2026, and may be re-issued at the discretion of the Lessor.

Questions: Please contact the Lessor with any questions regarding the Proposal or to request additional amortization scenarios (amortization schedules below).

Amortization Schedule – 5-Year

Loan Amortization					
Date	Funding	Payment	Interest @ 3.4872	Principal	Balance
Dec-10-25	1,000,000.00				1,000,000.00
Jul-15-26		211,283.81	20,826.33	190,457.48	809,542.52
Jan-15-27		14,115.18	14,115.18	0.00	809,542.52
Jul-15-27		211,283.86	14,115.18	197,168.68	612,373.84
Jan-15-28		10,677.35	10,677.35	0.00	612,373.84
Jul-15-28		211,283.86	10,677.35	200,606.51	411,767.33
Jan-15-29		7,179.58	7,179.58	0.00	411,767.33
Jul-15-29		211,283.86	7,179.58	204,104.28	207,663.05
Jan-15-30		3,620.81	3,620.81	0.00	207,663.05
Jul-15-30		211,283.86	3,620.81	207,663.05	0.00
	1,000,000.00	1,092,012.17	92,012.17	1,000,000.00	

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Amortization Schedule – 7-Year

Loan Amortization					
Date	Funding	Payment	Interest @ 3.5461	Principal	Balance
Dec-10-25	1,000,000.00				1,000,000.00
Jul-15-26		153,685.70	21,178.09	132,507.61	867,492.39
Jan-15-27		15,381.07	15,381.07	0.00	867,492.39
Jul-15-27		153,685.74	15,381.08	138,304.66	729,187.73
Jan-15-28		12,928.86	12,928.86	0.00	729,187.73
Jul-15-28		153,685.74	12,928.86	140,756.88	588,430.85
Jan-15-29		10,433.17	10,433.17	0.00	588,430.85
Jul-15-29		153,685.74	10,433.17	143,252.57	445,178.28
Jan-15-30		7,893.23	7,893.23	0.00	445,178.28
Jul-15-30		153,685.74	7,893.23	145,792.51	299,385.77
Jan-15-31		5,308.26	5,308.26	0.00	299,385.77
Jul-15-31		153,685.74	5,308.26	148,377.48	151,008.29
Jan-15-32		2,677.45	2,677.45	0.00	151,008.29
Jul-15-32		153,685.74	2,677.45	151,008.29	0.00
	1,000,000.00	1,130,422.18	130,422.18	1,000,000.00	

Amortization Schedule – 10-Year

Loan Amortization					
Date	Funding	Payment	Interest @ 3.6946	Principal	Balance
Dec-10-25	1,000,000.00				1,000,000.00
Jul-15-26		110,828.43	22,064.97	88,763.46	911,236.54
Jan-15-27		16,833.27	16,833.27	0.00	911,236.54
Jul-15-27		110,828.46	16,833.28	93,995.18	817,241.36
Jan-15-28		15,096.90	15,096.90	0.00	817,241.36
Jul-15-28		110,828.46	15,096.90	95,731.56	721,509.80
Jan-15-29		13,328.45	13,328.45	0.00	721,509.80
Jul-15-29		110,828.46	13,328.45	97,500.01	624,009.79
Jan-15-30		11,527.33	11,527.33	0.00	624,009.79
Jul-15-30		110,828.46	11,527.33	99,301.13	524,708.66
Jan-15-31		9,692.94	9,692.94	0.00	524,708.66
Jul-15-31		110,828.46	9,692.95	101,135.51	423,573.15
Jan-15-32		7,824.67	7,824.67	0.00	423,573.15
Jul-15-32		110,828.46	7,824.67	103,003.79	320,569.36
Jan-15-33		5,921.88	5,921.88	0.00	320,569.36
Jul-15-33		110,828.46	5,921.88	104,906.58	215,662.78
Jan-15-34		3,983.94	3,983.94	0.00	215,662.78
Jul-15-34		110,828.46	3,983.94	106,844.52	108,818.26
Jan-15-35		2,010.20	2,010.20	0.00	108,818.26
Jul-15-35		110,828.46	2,010.20	108,818.26	0.00
	1,000,000.00	1,194,504.15	194,504.15	1,000,000.00	

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp ("BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a Lessor or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

**RESOLUTION APPROVING THE LEASE FINANCING OF CERTAIN
EQUIPMENT PURSUANT TO SEPARATE SCHEDULES TO THE
COUNTY'S EXISTING MASTER EQUIPMENT LEASE/PURCHASE
AGREEMENT AND RELATED DOCUMENTS AND ACTIONS**

The Board of Supervisors of Westmoreland County, Virginia (the "Board") has determined it is in the best interest of Westmoreland County, Virginia (the "County") to undertake the acquisition and installation of County and school equipment, including vehicles, as approved in the County's capital improvement plan, as amended from time to time (collectively, the "Equipment"), to serve the County and its residents.

In connection with the lease financing of certain public safety radio communications facilities, the County (as lessee) entered into the Master Equipment Lease/Purchase Agreement dated January 17, 2018 (the "Lease/Purchase Agreement"), with Banc of America Public Capital Corp (the "Lessor"), and Schedule of Property No. 1 thereunder, also dated January 17, 2018, with a Lease Term ending January 17, 2030.

Unless otherwise defined, each capitalized term used in this resolution has the meaning given to it in the Lease/Purchase Agreement.

Pursuant to a proposal dated October 30, 2025 (the "Proposal"), the Lessor has proposed to provide financing for the Equipment and related costs in an amount not to exceed \$6,000,000 pursuant to the Lease/Purchase Agreement and separate Schedules of Property thereto (each a "Schedule"), with each Schedule being substantially in the form attached to the Lease/Purchase Agreement.

The Board deems it for the benefit of the County and its residents and for the efficient and effective administration of the County to enter into additional separate Schedules to the Lease/Purchase Agreement from time to time for the acquisition, purchase, installation, financing and leasing of the Equipment to be described in such Schedules on the terms and conditions provided in the Proposal, the Lease/Purchase Agreement and the Schedules.

**THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
WESTMORELAND COUNTY, VIRGINIA:**

1. **Incorporation of Recitals.** The recitals above are found and determined to be a part of this resolution.

2. **Findings and Determinations.** It is hereby found and determined that the terms of the Proposal and the Lease/Purchase Agreement (including the form of Schedule and the form of Rental Payment Schedule, both attached thereto) for the acquisition, purchase, installation, financing and leasing of the Equipment are in the best interests of the County and will promote the safety, health, welfare, convenience and prosperity of the County's residents.

3. **Approval of Documents.** The terms and provisions of the Schedule and the form of Rental Payment Schedule are hereby approved in substantially the forms attached to the

Lease/Purchase Agreement, with such insertions, omissions and changes as shall be approved by Chairman or Vice Chairman of the Board or the County Administrator or Assistant County Administrator of the County (each an "Authorized Official"), any of whom may act, executing the same, the execution of such documents being conclusive evidence of such approval, with no further action being necessary on the part of the Board. Any Authorized Official is hereby authorized and directed to sign and deliver on behalf of the County each Schedule under the Lease/Purchase Agreement under which a separate Lease is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the Board, (a) the aggregate principal component of Rental Payments under all Leases entered into on or after the date hereof pursuant to the Proposal and the Lease/Purchase Agreement shall not exceed \$6,000,000; (b) the maximum term under any Lease entered into pursuant to the Proposal and the Lease/Purchase Agreement shall not exceed ten years; and (c) the maximum Contract Rate and Taxable Rate used to determine the interest component of Rental Payments under each Lease shall not exceed 5.5% per annum and 7.5% per annum, respectively. Any Authorized Official may enter into and deliver Schedules to the Lessor on behalf of the County pursuant to the Proposal and the Lease/Purchase Agreement on such terms and conditions as they shall determine are in the best interests of the County up to the maximum aggregate principal component, maximum term and maximum Contract Rate and Taxable Rate provided above. The foregoing authorization shall remain in effect for a period commencing on the date hereof and ending June 30, 2028.

4. Other Actions Authorized. The officers and employees of the County are authorized to take all action necessary or reasonably required by the parties to the Lease/Purchase Agreement to carry out, give effect to and consummate the transactions contemplated hereby and in the Proposal, the Lease/Purchase Agreement and each Schedule (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Lease/Purchase Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Lease/Purchase Agreement and each Schedule. All of the foregoing, previously done or performed by such officers and employees of the County, are in all respects approved, ratified and confirmed.

5. Appointment of Authorized Lessee Representatives. Any Authorized Official is hereby designated to act as an authorized representative of the County for purposes of each Schedule and the related Escrow Agreement until such time as the Board shall designate any other or different authorized representative for purposes of the Lease/Purchase Agreement and any Schedule or Escrow Agreement.

6. Rental Payments Subject to Appropriation; Annual Budget. The County's obligation to make the rental payments and all other payments pursuant to the Lease/Purchase Agreement is specifically stated to be subject to annual appropriation therefor by the Board, and nothing in this resolution, the Proposal, the Lease/Purchase Agreement, any Schedule or any other associated document shall constitute a pledge of the full faith and credit or taxing power of the County or compel the Board to make any such appropriation.

Although recognizing that it is not empowered to make any binding commitment to make rental payments and any other payments required under the Lease/Purchase Agreement or any Schedule thereto beyond the current fiscal year, the Board states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and recommends that future Boards do likewise during the term of the Lease/Purchase Agreement. The Board directs the County Administrator, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to include in the budget request for each fiscal year during the term of the Lease/Purchase Agreement an amount sufficient to pay the Rental Payments and all other payments coming due thereunder during such fiscal year.

7. Authority to Designate as Qualified Tax-Exempt Obligation. The Board authorizes any Authorized Official to designate any Lease as a Qualified Tax-Exempt Obligation, as defined in Section 265(b)(3) of the Internal Revenue Code of 1986, amended (the "Code"), if such designation is requested by the Lessor and is appropriate in the calendar year in which the Lease is issued.

8. Limitation of Liability of Officials of County. No covenant, condition or agreement contained in this resolution, the Lease/Purchase Agreement, any Schedule or associated document shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the County in his or her individual capacity, and neither the members of the Board nor any officer, employee or agent of the County executing any such document shall be liable personally on such document or be subject to any personal liability or accountability by reason of its execution. No Board member, officer, employee or agent of the County shall incur any personal liability with respect to any other action taken by him pursuant to this resolution, the Lease/Purchase Agreement or any Schedule or associated document, provided he or she acts in good faith.

2. Headings. Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

3. Effective Date. This resolution shall take effect immediately.

The undersigned Clerk of the Board of Supervisors of Westmoreland County, Virginia, certifies that (a) the foregoing constitutes a true, complete and correct copy of a resolution adopted on November 24, 2025, by the Board of Supervisors at a regular meeting, and (b) during the consideration of the foregoing resolution, a quorum was present. I further certify that the minutes of such meeting reflect how each member of the Board of Supervisors voted with respect to the adoption of the foregoing resolution as follows:

<u>Member</u>	<u>Vote</u>
Darryl E. Fisher	
Timothy J. Trivette	
Jeffrey A. McCormack	
Matthew D. Ingram	
W.W. Hynson	

Clerk, Board of Supervisors
of Westmoreland County, Virginia

22395668.5



Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

October 31, 2025

Westmoreland County, VA
C/O Davenport & Company LLC
One James Center
901 East Cary Street, Suite 1100
Richmond, VA 23219

Project: A Tax-Exempt Lease Revenue Bond, Series 2025A

Webster Bank is pleased to present this financing proposal (the "Term Sheet") to Westmoreland County, Virginia in connection with the above-referenced project. Working with Webster Bank has several major advantages, including:

- **Experience and Expertise:** Each member of the Webster Bank Public Finance team has significant experience regarding the financing of essential governmental equipment and projects and can help you document your financing in a manner that complies with applicable local laws.
- **Financial Capability:** The Webster Bank Public Finance team is part of Webster Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt financings on a nationwide basis.
- **Reliability:** The Webster Bank Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.
- **Simplified Financing Structure:** Webster Bank is proposing to finance 100% of the School & County Projects as defined in the RFP via a Tax-Exempt Lease Revenue Bond.

We look forward to working with you and your team on this assignment, and please do not hesitate to contact us with any questions, comments, or concerns. We are positive that you'll enjoy working with Webster Bank.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'M. Cargo', written over a horizontal line.

Mark A. Cargo
Managing Director
mcargo@websterbank.com



Mark A. Cargo
Managing Director
Webster Bank
Concord, NC 28027
704-287-4493
Email: mcargo@websterbank.com
Website: www.websterbank.com

TERM SHEET

TYPE OF FINANCING:	A Tax-Exempt Lease Revenue Bond, Series 2025A (the "Series 2025A Bond" or "Bond") with repayment subject to annual appropriations, which will enable the Borrower to fund the projects as detailed in the RFP. Lender will fund the Bond on a private-placement basis.
BORROWER:	Westmoreland County, Virginia (the "County")
LENDER:	Webster Bank N. A., or an affiliated entity
ESCROW OPTION:	The Bond proceeds may be funded into an escrow account (the "Escrow Fund") with disbursements made as needed. The Escrow may be set up with a Bank of the Borrower's choice and will be collateralized as required by the State of Virginia.
AMOUNT FINANCED:	Approximately: \$7,100,000.
PROJECTS/USE:	The proceeds of the Series 2025A Bond will be used for (i) certain upgrades, renovation, and or construction of general School and County facilities, (ii) upgrade and purchase certain County and School assets with useful lives between five and twenty years, and (iii) pay the costs of issuance associated with the Series 2025A Bond.
TERM:	Approximately Nineteen (19) years, and Seven (7) months
PAYMENT STRUCTURE:	Borrower shall make interest Bond payments as noted in the RFP.
INTEREST RATES:	4.29%
ANTICIPATED CLOSING DATE:	On or before December 10, 2025
INTEREST RATE LOCK:	The Interest Rates quoted above are valid through December 11, 2025.

BANK QUALIFICATION:

The Bond will be designated as either a Bank Qualified or Non-Bank Qualified Tax-Exempt Obligations under section 265(b) of the Internal Revenue Code of 1986, as amended.

SECURITY:

Series 2025A Bond: The Series 2025A Bond will be secured, subject to annual appropriation Financing Lease between the Authority and the County, to be assigned to the selected financial institution, with the English Building (County's Administration Building) serving as collateral. The County's Moral Obligation pledge – the County's pledge to pay lease payments equal to debt service, subject to annual appropriation by the Board of Supervisors, will serve as additional security.

MAINTENANCE & INSURANCE:

Where applicable, required maintenance and insurance are the responsibility of Borrower. The Borrower shall bear all risk of loss or damage to the secured equipment and assets and shall be responsible for keeping insured with companies satisfactory to and for such amounts as required by Lender. Lender and its affiliates, successors and assigns must be named as loss payee and additional insured as applicable on all insurance policies. Evidence of such insurance must be satisfactory to Lender.

PREPAYMENT:

Borrower shall have the right to pre-pay the ELPA on any payments date by paying the Redemption Price, provided that the Borrower gives Lender at least thirty (30) days prior written notice of its intent to prepay any amount. The Redemption Price, as a percentage of the then-outstanding ELPA balance, shall be equal to:

Exhibit A:

Year:	Percentage:
Closing-7/14/31	No Call
7/15/31-7/14/33	102%
7/15/33-7/14/35	101%
On or after 7/15/35	100%

FEES OF LENDER:

Not to exceed \$5,000 total. The costs of issuance incurred by Borrower, such as Bond counsel fees, are payable by Borrower and may be capitalized into the Bond upon request.

DOCUMENTATION:

Borrower shall provide documentation for the Bond, subject to review & approval by Lender. Borrower shall provide a tax opinion and an opinion of legal counsel attesting to the legal, valid, binding, and enforceable nature of the Bond. The Lender will use Gilmore & Bell as counsel to review the documents.

ASSIGNMENT:

Webster Bank (the "Purchaser/Lender") is purchasing the Bond as a vehicle for making a commercial loan for its own account with the present intent to hold the Bond to maturity or earlier prepayment, and without any present intent to distribute or sell any interest therein or portion, provided, however, the Purchaser/Lender reserves the right – without the consent of (but with notice to) the Borrower - to assign, transfer or convey the Financings or any interest therein or portion thereof, but no such assignment, transfer or conveyance shall be effective as against the Borrower, unless and until the Purchaser/Lender has delivered to the Borrower written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to (i) an affiliate of the registered owner of the ELPA or (ii) banks, insurance companies or other financial institutions or their affiliates. Nothing in the Loan shall limit the right of the Purchaser/Lender or its assignees to sell or assign participation interests in the Bond to one or more entities listed in (i) or (ii). Webster Bank will sign an Investment Letter.

IRS CIRCULAR 230 DISCLOSURE:

Lender and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lender of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE:

Webster Bank is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Webster Bank is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Webster Bank to the Borrower. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower's behalf.

CREDIT APPROVAL:

The Bond is subject to final credit approval by Webster Bank and the negotiation of mutually acceptable documentation. For due diligence, the Lender will require the Borrower's three (3) most recent audited financial statements, its most recently adopted budget, and any other information that Lender may reasonably require.

PROPOSAL EXPIRATION:

Unless accepted by the Borrower or extended in writing by Webster Bank at its sole discretion, this Term Sheet shall expire on November 13, 2025, and the rate will expire on December 11, 2025, if it is not funded.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment, and we will use good faith efforts to negotiate and finance the Bond based on the terms herein. It is a pleasure to offer this financing proposal, and we look forward to your favorable review.

Very truly yours,



Mark A. Cargo
Managing Director
mcargo@websterbank.com
www.websterbank.com

Agreed to and Accepted by:
Westmoreland County, VA

_____ (Name)

_____ (Title)

_____ (Date)

Exhibit A---Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/10/2025				7,100,000.00
1	07/15/2026	412,407.35	183,407.35	229,000.00	6,871,000.00
2	01/15/2027	147,382.95	147,382.95	0.00	6,871,000.00
3	07/15/2027	423,382.95	147,382.95	276,000.00	6,595,000.00
4	01/15/2028	141,462.75	141,462.75	0.00	6,595,000.00
5	07/15/2028	431,462.75	141,462.75	290,000.00	6,305,000.00
6	01/15/2029	135,242.25	135,242.25	0.00	6,305,000.00
7	07/15/2029	441,242.25	135,242.25	306,000.00	5,999,000.00
8	01/15/2030	128,678.55	128,678.55	0.00	5,999,000.00
9	07/15/2030	450,678.55	128,678.55	322,000.00	5,677,000.00
10	01/15/2031	121,771.65	121,771.65	0.00	5,677,000.00
11	07/15/2031	395,771.65	121,771.65	274,000.00	5,403,000.00
12	01/15/2032	115,894.35	115,894.35	0.00	5,403,000.00
13	07/15/2032	403,894.35	115,894.35	288,000.00	5,115,000.00
14	01/15/2033	109,716.75	109,716.75	0.00	5,115,000.00
15	07/15/2033	412,716.75	109,716.75	303,000.00	4,812,000.00
16	01/15/2034	103,217.40	103,217.40	0.00	4,812,000.00
17	07/15/2034	421,217.40	103,217.40	318,000.00	4,494,000.00
18	01/15/2035	96,396.30	96,396.30	0.00	4,494,000.00
19	07/15/2035	431,396.30	96,396.30	335,000.00	4,159,000.00
20	01/15/2036	89,210.55	89,210.55	0.00	4,159,000.00
21	07/15/2036	418,210.55	89,210.55	329,000.00	3,830,000.00
22	01/15/2037	82,153.50	82,153.50	0.00	3,830,000.00
23	07/15/2037	428,153.50	82,153.50	346,000.00	3,484,000.00
24	01/15/2038	74,731.80	74,731.80	0.00	3,484,000.00
25	07/15/2038	437,731.80	74,731.80	363,000.00	3,121,000.00
26	01/15/2039	66,945.45	66,945.45	0.00	3,121,000.00
27	07/15/2039	448,945.45	66,945.45	382,000.00	2,739,000.00
28	01/15/2040	58,751.55	58,751.55	0.00	2,739,000.00
29	07/15/2040	459,751.55	58,751.55	401,000.00	2,338,000.00
30	01/15/2041	50,150.10	50,150.10	0.00	2,338,000.00
31	07/15/2041	472,150.10	50,150.10	422,000.00	1,916,000.00
32	01/15/2042	41,098.20	41,098.20	0.00	1,916,000.00
33	07/15/2042	485,098.20	41,098.20	444,000.00	1,472,000.00
34	01/15/2043	31,574.40	31,574.40	0.00	1,472,000.00
35	07/15/2043	497,574.40	31,574.40	466,000.00	1,006,000.00
36	01/15/2044	21,578.70	21,578.70	0.00	1,006,000.00
37	07/15/2044	511,578.70	21,578.70	490,000.00	516,000.00
38	01/15/2045	11,068.20	11,068.20	0.00	516,000.00
39	07/15/2045	<u>527,068.20</u>	<u>11,068.20</u>	<u>516,000.00</u>	
Grand Totals		10,537,458.15	3,437,458.15	7,100,000.00	



November 10, 2025

Stephen Geisz
A.J. Allen
Davenport & Company LLC

Subject: Westmoreland County, Virginia
Lease Revenue Note, Series 2025B (the "Loan")

Dear Stephen and A.J.:

This Term Sheet is presented in response to that certain Request for Proposal dated October 15, 2025 ("RFP") that you have presented to Capital One Public Funding, LLC ("COPF"). All terms, provisions and covenants set forth in the RFP are incorporated herein except as described below. We are very interested in working with Westmoreland County, Virginia ("Borrower") and are pleased to present the following summary terms:

Structure	Directly purchased Lease Revenue Note, Series 2025B	
Estimated Amount	Not-to-exceed \$11,700,000 (Draw Loan)	
Use of Proceeds	Certain upgrades, renovation and/or construction of general County and School facilities.	
Security Provisions / Repayment Sources	As described in the RFP.	
Real Estate Requirements	COPF shall require: • standard representations from the Borrower regarding the absence of any adverse environmental conditions; and • a title search indicating that free and clear title to the property held under the Deed of Trust rests with the Borrower. Depending on the results of the title search and the representations of the Borrower, additional requirements may be imposed by COPF to ensure the security is sufficient for the intended purpose.	
Final Maturity/ AL	Approximate average life of 2.6 years; final maturity 7/15/28.	Approximate average life of 4.6 years; final maturity 7/15/30.
Loan Rate*	4.19%	4.19%
Payments	Payments of principal due at maturity and interest due semi-annually starting 07/15/26.	
Call Provisions	Noncallable	
Tax Treatment	Tax-exempt	

*The Loan Rate is subject to change as described below.



Interest Rate Assumptions

The above-quoted interest rates are based upon the assumptions set forth above regarding average life and final maturity. Any changes from the assumptions may require an adjustment to the quoted rates. The rates may also be subject to change if the contemplated Loan is not closed by December 10, 2025.

COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date.

For the 2025B Note, on the Lock Date, the final Loan Rate shall be determined by observing the then-yielding corresponding SOFR rate per the below.

For the 7/15/28 maturity, the final Loan Rate shall be determined by observing the then-yielding 3-year SOFR (ticker USOSFR3 on Bloomberg) and comparing it to its yield of 3.34% (the "Base Rate") as of October 31, 2025 (the "Base Time/ Date").

On the Lock Date, if the USOSFR3 remains between 3.29% and 3.39% (i.e. within the "Collar"), there shall be no change to the Loan Rates quoted in the table above. However, if the USOSFR3 is above 3.39% or below 3.29% on the Lock Date, then the Loan Rate shall be adjusted by one basis point up or down for every basis point the USOSFR3 is outside the Collar.

For the 7/15/30 maturity, the final Loan Rate shall be determined by observing the then-yielding 5-year SOFR (ticker USOSFR5 on Bloomberg) and comparing it to its yield of 3.39% (the "Base Rate") as of October 31, 2025 (the "Base Time/ Date").

On the Lock Date, if the USOSFR5 remains between 3.34% and 3.44% (i.e. within the "Collar"), there shall be no change to the Loan Rates quoted in the table above. However, if the USOSFR5 is above 3.44% or below 3.34% on the Lock Date, then the Loan Rate shall be adjusted by one basis point up or down for every basis point the USOSFR5 is outside the Collar.

Documentation

Loan documentation shall be prepared by qualified bond counsel subject to review by COPF and its counsel. Borrower shall provide, at its expense, an opinion of legal counsel (acceptable to COPF) attesting to the legal, valid, and binding nature of the transaction and the tax-exempt nature of the interest component of the Loan payments. Upon selection of COPF, the Borrower shall provide COPF the draft authorizing document for its review and comment.

Costs of Issuance

The Borrower shall be responsible for normal borrower costs of issuance. A fee of \$5,000 will be due to COPF. COPF shall be responsible for the costs of its own legal review.

Direct Loan

The Loan shall be directly funded by (and registered in the name of) COPF in single, fully registered physical, non-book-entry, certificated form. The Loan shall not be (i) assigned a separate rating by any rating agency; (ii) registered with the Depository Trust Company or any other securities depository; (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document; or (iv) assigned a CUSIP number.

Audited Financial Statements

Upon request, as soon as available, the Borrower shall send COPF a copy of its audited financial statements as of the end of the fiscal year.

Municipal Advisor Rules

As noted, this term sheet is submitted in response to your Request for Proposals dated October 15 2025. The contents of this term sheet and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to the Loan, are provided to you in reliance upon the exemption provided for responses to requests for proposals



or qualifications under the municipal advisor rules of the Securities and Exchange Commission (Rule 15Ba1-1 et seq.).

Role of Capital One Public Funding, LLC

The Borrower acknowledges and agrees that: (i) the information contained in this term sheet is for discussion purposes only and sets forth certain proposed terms and conditions of an arm's-length commercial transaction between the Borrower and COPF and does not constitute advice, an opinion or a recommendation by COPF; (ii) the Borrower will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) COPF is acting solely for its own account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the Borrower or any other person or entity (including to any financial advisor or placement agent engaged by the Borrower) and the Borrower, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (v) neither COPF nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect to the transactions contemplated hereby; (vi) the only obligations COPF has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this term sheet; and (vii) COPF is not recommending that the Borrower take an action with respect to the transaction contemplated by this term sheet. Before taking any action with respect to the Loan, the Borrower should discuss the information contained herein with the Borrower's own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Borrower would like a municipal advisor in this transaction that has legal fiduciary duties to it, Borrower is free to engage a municipal advisor to serve in that capacity.

Other Information

To the extent that updated financial and other credit materials have not already been provided to COPF or are not available through public resources, COPF may require and request reasonable and customary information relevant to the Borrower's credit quality and the source(s) of repayment.

Confidentiality

The information contained herein is strictly confidential and is intended for review by the parties, their advisors and legal counsel only and may not be disclosed to any other person or entity, except as required by law or otherwise consented to by COPF.

Closing

This term sheet shall expire if not accepted by the Borrower by November 25, 2025. Once accepted, this term sheet shall expire if the transaction has not closed by December 10, 2025, unless extended by COPF at its sole discretion.

Subject to Final Credit and Documentation Approval

This is not a commitment; rather, the funding of the Loan will occur only after, among other things, (i) COPF's final internal committee approval, and (ii) COPF and the Borrower, and their respective counsels, are fully satisfied with the terms of the Loan documents and all of the terms and conditions contained herein and in the Loan documents have been met. Any obligation of COPF to provide financing or otherwise shall arise only upon the execution of final Loan documents signed by authorized signatories of COPF and not from statements (oral or written) made during the course of discussions among the parties (whether or not prior to or after the date hereof).

Should the above-stated terms be acceptable to you, a formal decision through COPF's internal credit process will be pursued as quickly as possible.



Thank you for the opportunity to offer this term sheet. Should you have any questions, please do not hesitate to contact at (631) 740-4207 or robert.steimel@capitalone.com.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Steimel".

Robert Eamonn Steimel
Capital One Public Funding, LLC

cc: Mark Killingsworth, Capital One Public Funding, LLC

ACCEPTED BY: Westmoreland County, Virginia

By

Name

Title

DARRYL E. FISHER, CHAIRMAN
ELECTION DISTRICT NO. 1
HAGUE, VIRGINIA 22469

TIMOTHY J. TRIVETT, VICE CHAIRMAN
ELECTION DISTRICT NO. 5
COLONIAL BEACH, VIRGINIA 22443

JEFFREY A. MCCORMACK
ELECTION DISTRICT NO. 2
MONTROSS, VIRGINIA 22520

MATTHEW D. INGRAM
ELECTION DISTRICT NO. 3
MONTROSS, VIRGINIA 22520

W. W. HYNSON
ELECTION DISTRICT NO. 4
COLONIAL BEACH, VIRGINIA 22443



WESTMORELAND COUNTY, VIRGINIA

Board of Supervisors

MONTROSS, VIRGINIA 22520-1000

JAMES P. TAYLOR
County Administrator
P. O. BOX 1000
MONTROSS, VIRGINIA 22520-1000
PHONE: 804/493-0130
FAX: 804/493-0134
E-mail: jmtaylor@westmoreland-county.org
Web Page: www.westmoreland-county.org

DONNA L. COGSWELL
Assistant County Administrator
P.O. BOX 1000
MONTROSS, VIRGINIA 22520-1000
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RESOLUTION OF THE BOARD OF SUPERVISORS FOR WESTMORELAND COUNTY, VIRGINIA

Supporting the Introduction of Legislation to Prohibit Hunting in Monroe Bay

WHEREAS, Monroe Bay, located in and near the Town of Colonial Beach and along the Potomac River in Westmoreland County, is a unique and environmentally sensitive area, home to numerous residents, visitors, and recreational users; and

WHEREAS, Monroe Bay is a hub for boating, kayaking, fishing, birdwatching, and other waterfront recreation that draw both local citizens and tourists, contributing to the economic vitality and quality of life in Colonial Beach; and

WHEREAS, the close proximity of residential homes, marinas, public parks, and commercial establishments to the shoreline of Monroe Bay raises significant public safety concerns associated with hunting of fowl and other game; and

WHEREAS, numerous citizens have expressed concern regarding the dangers and disruption caused by hunting activity within or adjacent to Monroe Bay; and

WHEREAS, the Westmoreland County Board of Supervisors recognizes the importance of protecting both public safety and the peaceful enjoyment of the Bay; and

WHEREAS, current state law limits the ability of localities to enact hunting restrictions in tidal waters without enabling legislation adopted by the General Assembly; and

WHEREAS, the Westmoreland County Board of Supervisors supports the introduction and passage of state legislation that would authorize or establish a prohibition on hunting within the waters and shoreline of Monroe Bay and within all Virginia waters and shorelines 500 yards south of the mouth of Monroe Bay, all as approximately shown on the attached map, in order to protect residents, visitors, and property.

NOW, THEREFORE, BE IT RESOLVED, that the Westmoreland County Board of Supervisors hereby expresses its support for the introduction and passage of legislation by the Virginia General Assembly to ban hunting within Monroe Bay, including fifty yards inland from the shoreline of Monroe Bay, and within all Virginia waters and shorelines, including fifty yards inland from the shorelines, extending 500 yards south from the mouth of Monroe Bay; and

BE IT FURTHER RESOLVED, that the Westmoreland County Board of Supervisors respectfully requests the County's representatives in the Virginia General Assembly to introduce and support such legislation during the next Regular Session; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to the County's delegation to the General Assembly, the Virginia Department of Wildlife Resources, and the Town of Colonial Beach.

Adopted this 24th day of November, 2025.

Darryl E. Fisher, Chairman
Westmoreland County Board of Supervisors

A COPY TESTE:

James Taylor, County Administrator
Westmoreland County Board of
Supervisors