



NEW KENT COUNTY BOARD OF SUPERVISORS

April 4, 2024, 6:00 PM

Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA
23124 - REGULAR MEETING

A G E N D A

CALL TO ORDER

INVOCATION and PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

(Matters included here under may be the subject of one motion to approve provided no Board member requests an item to be separated.)

1. Approval of Minutes

- a. January 30, 2024 Work Session Minutes

2. Miscellaneous

- a. Resolution R-10-24 - Street Acceptance -The Farms of New Kent, Land Bay IV, Phase 1
- b. Proclamation Recognizing April 21-27, 2024 as National Crime Victims' Rights Week
- c. Approval of March 5, 2024 Dual Primary Abstracts of Votes
- d. The County's Agreement with Rogers-Chenault, Inc for Reimbursement of a Portion of the Cost of Pomeroy Park Off-site Waterline
- e. Approval of Easements & Compensation for the Rt. 249 Waterline Project
- f. Approval of Agreements for Industrial Services

3. Refunds

- a. REFUND - Dibble Electrical Inc. - BP#19958-2024 - \$57.00

4. Supplemental Appropriations

- a. FY24 Supplemental Appropriations

5. Interdepartmental Budget Transfers

- a. FY24 Interdepartmental Budget Transfer

6. Treasurer's Report

- a. Treasurer's Report - February 2024

SPECIAL PRESENTATIONS

"Raise the Woof" Pet Adoption Awareness Event - Sgt. Chad

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

Residency Administrator's Report for March 2024

PRESENTATIONS

- ITEM 1 Presentation of Proclamation Recognizing April 21-27, 2024 as National Crime Victims' Rights Week** - Victim Witness Assistance Program Director Karen Mortensen and District Three Supervisor Amy M. Pearson

Public Hearings to be held at 7:00 p.m. or as soon thereafter as possible. Speakers are limited to three minutes each, should come to the podium and state their name and address.

PUBLIC HEARINGS

- ITEM 2 PUBLIC HEARING - Proposed Tax Levies for Fiscal Year 2025** - County Administrator Rodney Hathaway
- ITEM 3 PUBLIC HEARING - Proposed Amendments to Appendix A - Fees of the New Kent County Code** - County Administrator Rodney Hathaway

ELECTED OFFICIALS REPORTS

STAFF REPORTS

OTHER BUSINESS

APPOINTMENTS

Appointments - Delegated by District
Appointments - Not Delegated by District
Appointments - Regional Boards and Commissions

ADJOURNMENT

Adjournment

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, May 6, 2024, and the next work session will be held at 9:00 a.m. on Tuesday, April 30, 2024, both in the Boardroom of the County Administration Building.

If a meeting cannot be held because of the closing of State and/or County offices, the meeting will be held on the next business day that the County offices are open.

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Approval of Minutes

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	January 30, 2024 Work Session Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
January 30, 2024 Meeting Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/8/2024 - 12:36 PM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:48 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 9:05 AM

A REGULAR WORK SESSION WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 30TH DAY OF JANUARY IN THE YEAR TWO THOUSAND TWENTY-FOUR IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 9:00 A.M.

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order.

IN RE: ROLL CALL

Thomas W. Evelyn	Present
John P. Moyer	Present
Amy M. Pearson	Present
Ron Stiers	Present
Jordan T. Stewart	Present

All members were present. Mr. Evelyn thanked everyone for attending. He turned the floor over to Vice Chair Ron Stiers.

IN RE: REMARKS FROM VICE CHAIR RON STIERS AND MOTION TO APPOINT AMY PEARSON AS DISTRICT THREE SUPERVISOR

Vice Chair Ron Stiers said he wished to speak and make a motion prior to the scheduled agenda. He said the previous Board had appointed Amy Pearson in December to be the interim Board member after the passing of District Three Supervisor Patricia A. Paige. When the term of office had changed over after January 1, 2024, there had been talk that the new Board had an opportunity to appoint an interim member. When the Board had met on January 10, 2024, he had suggested new Board members be given time to review all applications to fill the interim seat and had said he had nothing against Ms. Pearson and thought she was very qualified. The new Board members had been given time to review the applications and he felt it was time for the current Board to make an appointment.

Mr. Stiers moved to appoint Amy Pearson to fill the vacancy on the Board of Supervisors and serve as its District Three representative, with a term of office beginning immediately and ending when a duly qualified successor is elected at the Special Election on November 5, 2024.

Ms. Stewart said she felt everyone knew she had been against the process to fill the seat in December and said it was possible to disagree with the process but agree with the person. From what she had come to know of Ms. Pearson, she knew she would lead with the best of her ability for the citizens of District Three until the special election in November. Because she still felt this was a "rubber stamp" (of the December action), she would abstain. Directing comments to Ms. Pearson, Ms. Stewart said her abstention was "with love."

The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Abstain
Ron Stiers	Aye
Jordan T. Stewart	Abstain
Thomas W. Evelyn	Aye

The motion carried.

Mr. Evelyn congratulated Ms. Pearson. Ms. Pearson thanked everyone for their confidence in her. She stated she had something for Mr. Stiers and had planned to give them (a bag of donuts) to him on Sunday but had saved them for today. (This was in response to the following statement made by Mr. Stiers during the January 10, 2024 meeting – “I think we are going about it in the wrong way and if we get sued, we’re going to prison and I don’t think anybody is going to bring us donuts on Sunday.”) The gift was acknowledged with laughter and applause from the audience and Mr. Stiers thanked Ms. Pearson. He also noted this was the first time in New Kent County history when there had been two females serving simultaneously on the Board of Supervisors and he thought this was awesome.

IN RE: UPDATE ON PUD-01-22, LIBERTY LANDING

This update was regarding a request for approval of application PUD-01-22 to reclassify approximately 117.43 acres of land from A-1, Agricultural and from Business to PUD, Planned Unit Development, to establish the Liberty Landing Planned Unit Development. Jeff Geiger with Hirschler Fleischer was representing the applicant, Bridgewater Crossing, Inc. Mr. Geiger expressed appreciation for the opportunity to come back before the Board. He noted there were three new Board members, two of which had seen this presentation at the Planning Commission level. He included previously shared details for the benefit of the new members as well as highlighted changes since the last presentation. Referencing the staff report, Mr. Geiger said the proposal was in compliance with the Comprehensive Plan and furthered the Strategic Plan for the type of development desired for the County. They had used the County’s Strategic Plan to understand what businesses the County wanted to target as part of the development and had included a commercial area focused on creating opportunities for businesses wishing to sell general merchandise, clothing and accessories and restaurants. The Strategic Plan had also stressed the need to create opportunities for more daycare, medical and neighborhood offices and Liberty Landing would address those needs with the Business/Commercial portion along Route 60. The Strategic Plan had also noted the importance of creating middle-market housing and he reported new construction in New Kent was generally in the \$500,000 or above range, well above middle-market. Liberty Landing would include new housing opportunities for people in the middle-market range. Mr. Geiger reported the previous Board had asked them to help visualize the appearance of the commercial frontage along Route 60. He drew attention to a slide depicting commercial elevations which he described as providing a sense of place, socialization, activation and small shop retail along Route 60. He also shared a video depicting what a Route 60 traveler would see while driving past Liberty Landing. He noted open space had also been included in the commercial area and said they believed this was important for attracting restaurants as well as customers who would want to come in and visit the businesses, have a place for children to play or to walk off a big meal.

Mr. Geiger reported the prior Board had requested proffers which had been added since the Planning Commission considered the application. Those proffers included the addition of \$250,000 for land acquisition for a fire station and \$500,000 toward a traffic signal if it became warranted. He stated they believed the traffic signal would eventually be warranted as they moved through the development.

Mr. Geiger also reported there had been changes to the PUD Ordinance since the Planning Commission had considered the application. Those changes included:

- The addition of a requirement that any commercial buildings with a rear elevation facing Route 60 must construct that rear elevation with an architectural appearance of a front elevation. The prior Board had been concerned about the appearance along Route 60.

- Front yard building setbacks had been expanded to 65 feet (originally 30 feet). This change had also been made at the request of the prior Board.
- The addition of a requirement that private pavement shall be setback a minimum of 30 feet. These first three proffers would result in the vision shared in earlier illustrations.
- The addition of a phasing requirement for a minimum of 10,000 square-feet of the Commercial Area to be under construction prior to the 100th certificate of occupancy in the Residential Area. There had been continuing conversations with a daycare provider interested in locating within Liberty Landing and they felt comfortable making a commitment to build 10,000 square feet of commercial area to meet this need.
- The addition of a requirement for an architectural appearance, screening, and assembly requirements for sheds located in the Residential Area as accessory uses. These additional requirements for the construction of sheds had also been a request.
- The applicant must market homes in the Residential Area for sale as "owner-occupied." Mr. Geiger reported they had also received comments since the last presentation in regard to ensuring this did not become a rental community.
- "Nursing, convalescent, or rest home" up to 20,000 square-feet had been restored as a permitted use in the commercial area.

Mr. Geiger spoke more generally about the benefits to New Kent rather than the specifics of the case. He noted the Bottoms Bridge Service District had been created to pay for (water and sewer) infrastructure to serve businesses and communities. Bonds had been issued to pay for this infrastructure and businesses and residents in the area were to pay off the bonds (by collection of an ad valorem tax). The Board had elected to remove this tax the previous year even though the bonds had not been paid in full resulting in all of New Kent now paying these bonds. This project would benefit all of New Kent by removing this payment obligation and putting it on one property and one company. If the Board chose to do so, the bonds could be paid off with the connection and availability fees paid by Liberty Landing. Fees would equal almost \$19,000 per house totaling almost \$5.5 million to be paid to the enterprise fund for Public Utilities. In addition, cash proffers of \$8,000 per home for single-family detached and \$4,000 per home for townhomes would total approximately \$1.7 million paid to the County's general fund to be used at the Board's discretion.

He drew attention to a financial impact analysis over a ten-year period which was the expected time necessary to construct/buildout the development. In addition to the \$5 million to utilities previously mentioned, an additional \$4 million would be paid over time for a total of \$9 million. The County's general fund would also receive an additional \$5.7 million. Noting the biggest cost to a locality was the school system, he reported they had learned through their analysis that it would cost \$3,700 per home for schools. After this was paid, there would be a surplus (\$3,175 per home) coming into County revenue for every year after the initial ten. The previous Board had questioned the accuracy of student generation numbers and had suggested they should be higher and the reported surplus was not accurate. Projections based on their analysis were for a single-family detached home to generate .4 students and a townhome .32 students. They had used these numbers to estimate the total number of students generated and the educational cost to the County. They had since received information on comparable communities from New Kent County Public Schools (NKCPS) and had learned student generation from a single-family detached home was actually .36 students and for townhomes it was .17 students. They had previously estimated 103 students to be generated but based on NKCPS numbers, the number would be closer to 75. They had not changed anything in the financial impact numbers and had held to their 103 students but felt the number would be lower.

In closing, Mr. Geiger stated they were requesting approval of this PUD in order to create a community of controlled development meeting the County's Comprehensive Plan, providing

objectives sought in the Strategic Plan, paying off bonds, providing funds for a fire station and a traffic signal and expanding tax revenue. The project would create an economical and efficient use of the land through unified development and provide a community where people could live, work and visit. He also noted a large component of the property, 62.67 acres or 53%, would be preserved as open space. He entertained questions.

Ms. Stewart expressed appreciation to Mr. Justin Boyd for bring her up to speed on the project and noted it had been very helpful. She said they had discussed mitigation efforts for the Sheriff's Department and she had not seen anything about that in the presentation. She said it was an understanding that a Sheriff's Department need would be when the first tree was taken down and not when the first resident moved in and she did not see anything in the plan that would address this. Mr. Geiger said cash proffer payments of \$8,000 per single-family detached home and \$4,000 per townhouse would be provided and would be unrestricted with use being at the Board's discretion. If the Board wished to allocate those funds to the Sheriff's needs, they would be happy to support that. He said that when the process had been started on this particular request, the Sheriff's Department had provided comments similar to Ms. Stewart's. At the time when that comment had been received, no cash proffer payments had been included in the request and the Sheriff's Department comment had not been repeated with the last issued staff report. He hoped they had addressed the Sheriff's needs. Ms. Stewart thanked him for his reply.

Mr. Moyer stated he believed the first proffer would not be paid until a house was built. Mr. Geiger confirmed. Mr. Moyer suggested there would be a difference of approximately six months during which the property owner would want the property to be protected. He said land taxes paid on the Liberty Landing property was not the same as what would be needed to have deputies patrolling. They were asking if there would be any type of proffer before the first house for the safety/protection of the property. He noted a problem experienced at Patriots Landing had been that they had been promised a traffic light at Market Place Drive. East West (developer) had agreed to pay for the light and had given New Kent ten years to get the light in place. The tenth year had passed, the traffic light had not been put in and it was now VDOT's responsibility to pay. He questioned if there was a time limit on the Liberty Landing traffic light proffer? Mr. Geiger indicated he would be happy to talk with the applicant regarding the timing but would like to first provide additional information for the Board's consideration. The landowner had been paying taxes on commercial land and he asked the Board to recognize that they had been contributing without the use of their land for the request they would like and had already been paying for the services the Board was requesting. He again noted he would be happy to discuss this with the applicant. In regard to the traffic signal, Mr. Geiger said they were committing to paying the signal contribution through the end of the development. Noting this was not a specific time period, he indicated he appreciated the feedback and would have that conversation with the applicant. He believed State Code only allowed the cash promise to run for twelve years.

Referencing the Cloverfield development in Chesterfield which was also a Boyd Homes development, Mr. Moyer noted this was a townhouse community which he said had not initially sold well because there had been no commercial component. After a Kroger had been built, the townhouses began to sell. He was concerned about Liberty Landing going forward at the pricing previously discussed and suggested the attraction would probably be more if businesses were there first. He did not feel \$250 per square foot was a mid-market price. Using townhomes as an example, he said a \$300,000 townhouse of 1,000 square feet or \$300 per square foot did not exist in New Kent and was not mid-market. He believed a buyer seeing a \$250 to \$300 per square foot price would move on. Mr. Geiger said he was not familiar with the development mentioned but he would see if Joseph (Boyd) or Justin (Boyd) (in the audience) wanted to come up and respond. He stated they could

reconsider minimums if it would make the Board more comfortable with the proposed home size but noted the market would drive the price. He asked the Board consider three elements going into a house including cost of land, cost of labor and materials and cost of government regulation. He said that unfortunately, the current environment required them to address significant costs from government regulation and finding ways to lower the cost of housing was hard to do in labor and materials and the cost of land. He said a state-wide initiative was to find ways to create more affordable pricing for housing. They were committed to doing that and would provide housing they thought was in the middle-market range for the costs to produce it. They would not be able to build 3,000 square foot homes at that price and the price would be market based. They had a variety of product to offer and would build housing people needed with the choices they wanted on the inside. They would like to give New Kent the opportunity to meet its Strategic Plan goals by providing middle-market housing in the \$250,000 - \$400,000 range.

There being no other comments or questions, Mr. Evelyn thanked Mr. Geiger for the presentation and noted the Board would see him again next month (February 12, 2024). He announced that before moving on to the next agenda item, Commissioner of the Revenue Laura Ecimovic would provide a quick update on the recent reassessment.

IN RE: REASSESSMENT UPDATE

Commissioner of the Revenue Laura Ecimovic provided copies of the 2024 Reassessment Report for Board members. The reassessment had been completed on December 22, 2023 and the first notices to property owners had been mailed the previous weekend. Remaining notices would go out by the middle of the week. She reported the total reassessment value had been \$6,283,550,756 with the taxable portion being \$5,607,248,756. This was a 1.4 billion or 24% increase in assessed value over the 2023 value of \$4,207,030,100 with most of the additional value being in new construction. She reminded everyone that as required by Virginia Code Section 58.1-3321, the Board had equalized the rate which was necessary when an increase in assessed value exceeded one percent. The prior tax rate had been \$0.67 and the equalized rate was now \$0.57. She posed the question, "What does that mean to your constituents?" She reported not all properties appreciated at the same rate and 63% of property owners could receive a bill that could be up to \$50 less compared to the previous year's bill. The majority of increases were new construction where the owner had either paid on a prorated home the previous year or they had recently built a new home. She reported 775 new homes had been built in New Kent since the last reassessment. Referencing the previous speaker's comments regarding affordable housing, she reported the average sale price in New Kent County was now \$435,000. The average sale price had been \$288,000 in 2021 and \$365,000 with the last general reassessment in 2022. At 736, an unprecedented number of new parcels had gone to record during the 2022-2023 years. There had been over \$138 million in new construction and over \$54 million in new parcels. She noted the objective had been to increase commercial and get away from roof top taxation and there had been a little success in this area. The value of commercial properties had been 10.4% in the last reassessment and was now 11.1%. Only 4% of all parcels in New Kent County were currently zoned for commercial and those parcels comprised 11.1% of the total value. She said the deadline to appeal would be March 4, 2024 and a series of online informational posts would be shared with the community with the first video scheduled to be posted later that day. Residents were urged to look for their reassessment notices and contact the Commissioner's office if they were not received by the middle of February. She noted the biennial reports provided included a better cross section and specifics and urged Board members to review the report and contact her with any questions. She entertained questions.

Referencing reported average home sales figures, Ms. Pearson asked if this was due to higher end homes or was it market driven? Ms. Ecimovic stated most of the increase was market driven and specifically noted increases in the cost of materials and land. She also noted this was not unique to New Kent and said prices had escalated due to low inventory and a high desire to locate here. A slight slowdown due to interest rates had been seen in 2023 but demand had remained greater than supply. Housing forecasts anticipated lower interest rates in the spring and commercial construction was expected to slow. Referencing commercial values, Ms. Pearson asked if AutoZone was included? Ms. Ecimovic stated the answer was yes and no and said AutoZone would be assessed as "under construction" for the first year. Much commercial construction was not be picked up until it was finalized but any building substantially completed as of the first of a reassessment would be assessed as it stood. Staff tried to keep up with new construction but staff numbers were small with each member having multiple responsibilities. New construction had been inspected through December 10th and at that time 110 new homes remained to be completed prior to December 22nd. AutoZone numbers were being finalized and would be a prorated amount.

Ms. Stewart asked for confirmation that the deadline to appeal would be March 4, 2024. Ms. Ecimovic confirmed.

Referencing Ms. Ecimovic's comment that many property owners could see a \$50 decrease, Mr. Evelyn stressed that would only be the case if the tax rate remained equalized at \$0.57. Ms. Ecimovic agreed. The final rate would be addressed in the budget process and she was hopeful enough information had been provided to assist with determining the needs. Noting that setting the tax rate was not her department, she reminded everyone that the Board had taken the proactive stance to equalize the rate and residents would start with a tax bill similar to what they had paid the previous year. If the Board's decision was to increase the rate, constituents could better experience what it would mean to them in terms of money.

Mr. Moyer said many residents were expressing a desire to be able to pay their taxes twice a year. He asked if residents could pay half in June. Ms. Ecimovic said collecting payments was not her department, their responsibility was only the assessment. She reported the Treasurer was very open to early payments and allowed payments to be made at any time throughout the year. Property owners would receive reassessment notices including what their bill would be if the rate remained at \$0.57 and they could use that information to pay half or make arrangements for monthly payments if they wished to do so.

Ms. Pearson reported she and Ms. Ecimovic had discussed the additional tax revenue to be generated at the \$0.57 rate for new construction and had learned that figure would be approximately \$1,000,000. Ms. Ecimovic confirmed.

County Administrator Rodney Hathaway announced the University of Virginia Weldon Cooper Center had released its annual population estimates the previous day and New Kent had led the Commonwealth with a growth rate of 11.9%. Goochland had been second at 7.7%. Ms. Ecimovic asked for the reported New Kent population estimate. Mr. Hathaway indicated he did not have the exact number but believed it was a little over 26,000.

Mr. Evelyn thanked Ms. Ecimovic for the report. He said it was important for Supervisors to know constituents would be receiving reassessment notices and although they would often call their Supervisor first, they should be directed to the Commissioner's office. Ms. Ecimovic agreed and noted they would help constituents through the process. She also said she had developed a course on reassessment and suggested new Board members may wish to participate in the next session. The course included information to guide a property owner through the appeal process. She didn't want anyone to be intimidated by the process.

and urged anyone who did not agree with their assessment to contact her office. She or her staff would share how they had arrived at the assessment and the property owner would have an opportunity to explain why they did not believe it was accurate. If the property owner was correct, the Commissioner's office would take care of it. Ms. Pearson noted she had served on the Board of Equalization and the majority of appeals had been resolved at the Commissioner's office level. Ms. Ecimovic noted this was their goal.

Mr. Hathaway reported he had checked the Weldon Cooper report and announced New Kent's population estimate had been listed at 25,675.

Mr. Evelyn thanked Ms. Ecimovic for the update. He called for a brief recess at 9:40 a.m. The meeting reconvened at 9:46 a.m.

IN RE: WOODHAVEN PROPERTY OWNERS ASSOCIATION (WPOA) REQUEST FOR
 ASSISTANCE WITH LAKESHORE DRIVE DAM REPAIRS

County Administrator Rodney Hathaway reported a request regarding the Lakeshore Drive dam had been received from the Woodhaven Property Owners Association (WPOA). Members of the WPOA as well as Mr. David Krisnitski with AMT Engineering and hired by the WPOA were in the audience. Mr. David Smith who was in charge of the WPOA dam committee joined the meeting virtually. Mr. Hathaway began by providing background information on the issues surrounding the Lakeshore Drive dam. The WPOA had been notified by the DCR (Department of Conservation and Recreation) that the Lakeshore Drive spillway and dam were noncompliant. He did not believe a formal violation notice had been received but they had been told the spillway and dam under Lakeshore Drive at Woodhaven Shores Entrance #1 needed to be rebuilt. The WPOA had recently secured a \$250,000 grant with approximately \$80,000 of that being spent on developing plans to address the spillway and dam. The plans had been submitted and initially approved by DCR but DCR had recently notified them that the plans were now insufficient. Mr. Hathaway believed regulations regarding dams and spillways with roads built upon them had changed resulting in the need for redesign. The WPOA also had an opportunity to apply for a grant from DCR for up to \$500,000 that could be used for construction. This grant would require a dollar for dollar match making it necessary for the WPOA to have \$500,000 to secure the grant. The WPOA was asking the County to provide the matching funds. The redesign work was currently underway and the preliminary estimate for the construction work was \$1.5 million. The \$500,000 grant plus a \$500,000 match from the County would result in a total of \$1 million and anything above the grant maximum would be requested from the County. He noted this was his best understanding of the issue and offered to answer questions. He also noted the engineer and WPOA members were also available to answer questions.

Ms. Pearson asked if the grant match could come from another grant and suggested a community development block grant may be a possibility. Mr. Hathaway deferred to Mr. Krisnitski. Mr. Krisnitski reported he had been working with the Woodhaven community since he had been with Froehling and Robertson Inc. in 2014. His firm had done the original repair design accepted by DCR but DCR had since changed their position. The spillway had originally been designed to meet a 30% PMP (Probable Maximum Precipitation) requirement but that requirement was now 90% PMP. This was due to the road running across the dam which resulted in a spillway reduction not being allowed. He reported a grant program through the DCR which was administered by the VRA (Virginia Resources Authority) would pay up to 50% for engineering or construction and high-hazard dams were given priority. The grants were reimbursement-based which was the difficulty for most dam owners. If they had a \$1 million project, they would first need to have \$1 million and then get the funds back through reimbursement. Although the state was working on making this better,

the reimbursement process could currently take six or more months. Federal grants through FEMA (Federal Emergency Management Agency) were also available and they were hopeful FEMA grants would pay up to 65% of the cost. DCR had indicated the grants could be stacked and if both were received, the net cost for a \$1.5 million project would be about \$250,000. He stressed that all funds would need to be available up front and then reimbursed. He had not seen anything executed through the FEMA program which was new but they did have a significant amount of money available. Mr. Evelyn asked if private roads and spillways were eligible for these grants? Mr. Krisnitski indicated they were.

Addressing Mr. Hathaway, Ms. Stewart asked if the Board decided to fund this, were there any other dams or spillways in the County that could possibly ask for this after seeing funding approved for this project? Mr. Hathaway reported the dam and spillway in Patriots Landing had been inspected by DCR several years ago and there were some violations with those structures. This dam and spillway mainly impacted the third section of Patriots Landing which had a separate Homeowners Association (HOA) from the remainder of the community. That HOA had come to the County asking for assistance but because this was a private matter, they had been informed that the County usually did not participate in private matters. Mr. Evelyn noted he had been on the Board when this had been considered and said VDOT would not take control of the dam and had wanted the County to take responsibility. The Board had felt it was not their obligation and to do so would set a precedent. This was the reason this piece of road was still private. Ms. Stewart asked how many homes would be affected if there was no road? Mr. Hathaway suggested the whole Woodhaven Shores community would be affected. WPOA member Mary Kay Tasich of 7568 Lakeshore Drive reported 521 homes were in the community. Ms. Stewart asked if the WPOA had another plan for funding if the Board decided to not provide funding? Ms. Tasich reported there had been conversations with the bank regarding a large \$1 million plus loan and the bank had indicated they would be willing to work with them.

Mr. Stiers reported it had not been long after he had gotten on the Board twelve years ago that it had been said the DCR was requiring this spillway to be expanded. He suggested there was nothing wrong with the dam or the spillway and they had been there since the 1950s. He reported the WPOA had a great group of people managing the dam and working closely with the Fire Chief whenever a hurricane was in the forecast to lower water levels to prevent flow over the spillway. He also said that in most cases a HOA or POA would not have a million dollars readily available for such a project. He noted if the dam were to break, it would not only affect Woodhaven residents but also travelers along Route 60. Route 60 was an evacuation route and it and the CSX railroad would be washed out. He closed by saying they were a great group of people but suggested they were not getting many benefits from the County. They had private roads and a private water system and anything the Board could do to help would be appreciated.

Mr. Hathaway added that there seemed to be an opportunity to get another federal grant which would make the requested amount as little as \$175,000 up to \$1 million depending on grant opportunities. He also noted that because this dam impacted a roadway and would require a roadway to be rebuilt, they could also look into the possibility of using a portion of the County's local CVTA (Central Virginia Transportation Authority) funding.

Mr. Evelyn noted engineering work costing approximately \$80,000 had been done and DCR's recent decision that the work was not adequate meant that money had been wasted. He added that the frustrating part was how could the Board consider allocating funds without knowing what the project would cost. He suggested DCR should provide some help and stressed that the Board needed engineering plans to be able to make a decision. He noted the cost of the project had already gone up half a million dollars since they had

received the information and it would be hard to say what the cost would be in six to eight months. He was concerned about allocating money without more specific information. Mr. Hathaway reported Mr. Stiers and he had participated in a meeting with the DCR and the WPOA and the community members had voiced their frustration over this process. As a result of that meeting as well as other discussions, DCR was allowing a previous grant award received by the WPOA to pay for the redesign work currently in progress. He said there had been some concession but it had been frustrating. Mr. Moyer asked if they could wait for the study (engineering) to come in to make a decision?

WPOA member Wilbur Collins of 6035 Lakeside Drive reported one of the biggest problems was that they could not get contractors to bid until there was a commitment that they would have money to do the job. Mr. Evelyn stated the contractor wouldn't have anything to bid on without a set of plans. Mr. Collins agreed and stated that when the plans were received, if they had a commitment from the County to help, they could get contractors to bid. They wouldn't know the exact cost until contractors were able to bid.

Mr. Hathaway said part of the reason for the timing of this request was that the DCR grant application would be due the end of the next month. He had reviewed the application and a commitment of the matching funds was required in order to submit the application. Timing was of the essence to secure the DCR grant up to \$500,000. Ms. Stewart asked for the grant deadline. Mr. Krisnitski stated the deadline was March 15th. Ms. Pearson asked if a low interest loan from the County was an option? Mr. Hathaway indicated that was a possibility and if there was a will to obligate the funds, the County could do so in the form of a low interest loan. Ms. Pearson asked if there could be some form of assessment to recoup the funds? Mr. Hathaway indicated a conversation regarding collateral would be necessary.

Mr. Smith (virtually) said he felt it would be helpful if Mr. Krisnitski went over the grant process so the Board would understand what was required. Mr. Evelyn stated he felt they understood the process and deadline.

Referencing the comment about a discussion regarding collateral, Mr. Moyer said he did not believe the ability existed to hold the WPOA or the committee liable for the loan. He noted this was not an HOA with cash reserves or a bond already present. Mr. Hathaway agreed. He said that so far as collateral such as equipment, infrastructure and roads, these were things for which the County would typically not want ownership because they would be liabilities. He was not sure if there would be suitable collateral. Mr. Evelyn stated he felt it was a lot for the Board to look into and suggested they should get more information and bring it back to the February 12th meeting. Several Board members agreed.

Mr. Krisnitski asked if New Kent County ever did service districts for sewer, roadways and things along those lines? He noted this had been done successfully for dams in other counties in Virginia allowing a means for the payback to be collected through property taxes. He specifically noted Stafford County and suggested they had used the service district approach several times. The service district would provide a way for the money to be fronted so the work could proceed. Mr. Evelyn stated he felt they needed to look at all options. Mr. Hathaway added that this would be similar to the Bottoms Bridge ad valorem district and they could consider that. Mr. Evelyn asked how well the residents were currently paying the POA dues? Ms. Tasich reported approximately 20% of properties were past due. Mr. Stiers reported one issue faced was that the POA had been started several years after homes had been constructed and they could not legally force anyone to pay the dues. Ms. Tasich reported she had looked into this and noted because they were a POA vs and HOA, they did have the right to collect what was due and they were looking into details with the courts in regard to liens on specific properties. Mr. Moyer asked for the annual

dues assessment. Ms. Tasich reported the dues varied and the average was approximately \$400 a year. Some were higher because of the number of lots owned.

Mr. Evelyn stated there were some legal issues that needed to be looked into and suggested the discussion be tabled until the February 12, 2024 meeting. Board members concurred.

IN RE: UPDATE ON PROPOSED ROUTE 249 WATERLINE DESIGN & CONSTRUCTION

Public Utilities Director Mike Lang provided a brief update on the Route 249 waterline project. An extensive written update had been included with the agenda request and he provide highlights. He reported the Virginia DEQ had been directing the County to find an alternative to groundwater for many years because their modeling suggested the growth of the County would exceed the groundwater available. New Kent had invested in alternative supply investigation over the past seven to eight years and had identified possibilities all of which would require interconnecting the County's largest water systems to ensure water from an alternative supply could be delivered to customers. The Route 249 interconnecting waterline would be a huge part of the process and would interconnect Bottoms Bridge to the Farms of New Kent water system. By doing so, a central water system which could be expanded to include some smaller water systems would be created. Smaller systems noted included Quinton Park, Minitree Glen and eventually New Kent Courthouse. Although this was the long term plan, there would still be some remaining groundwater-supplied systems in the rural areas which would not be accessible for water distribution. The waterline project would be on the south side of Route 249 between Quinton Elementary School and the new Food Lion at the Route 612 roundabout.

Mr. Lang reported this would be a phased project including:

- Pomeroy Park – Developer Rogers-Shenault would be building approximately 1.5 miles of waterline for their development which was currently under review.
- Bottoms Bridge Flow Control Valve – Since the Farms of New Kent and Bottoms Bridge storage tanks were at different elevations, an automated valve would be necessary in order to fill but not overflow the Bottoms Bridge tank.
- County's Phase of Route 249 Waterline – This phase would include approximately 2.1 miles of waterline between Quinton Elementary School and Clintwood Road to be constructed and funded by the County. Easement acquisition was currently in progress.

Mr. Lang provided an overview of project funding. The developer's portion of the project had been estimated at \$2,030,000 and the County had agreed to reimburse approximately \$479,000 of that cost for Rogers-Shenault to oversize their pipe to meet the County's predicted 20-year need. Once easement acquisition was complete, approximately \$985,000 would have been invested by the County in surveying, design, permitting and easement acquisition. Construction costs for the County's phases were currently estimated at \$7,850,000. Funding for construction was included in the proposed FY25 and FY26 Capital Improvement Plans. All funds would be derived from utility revenues. He reported Rogers-Shenault intended to begin construction in April 2024. The County was simultaneously acquiring easements with agreements expected to be completed by May 2024 and compensation completed by July 2024. Plans included putting the flow control valve out to bid by July 2024 and having that portion of the project completed by March 2025. The County's portion of the waterline construction was expected to begin by July 2025 and be completed by July 2026.

Project impacts involving traffic, land disturbance, utilities and environmental were noted. Periodic lane closures would be necessary and VDOT permits would be in place for this. Excavation and regrading along the pipeline route would impact property owners as well.

Asphalt and concrete driveways would be cut and patched and drainage and ditch line improvements would be made where warranted or requested by owners. He said these areas would be left in better condition than found. The waterline would also provide an alternative source of water for residents with dry or contaminated wells. Hydrants installed along Route 249 would help improve fire response. All permits had been obtained and they would drill under Old Pond (Lake Johnson) to avoid any impacts in that area. Approximately \$20,000 had also been invested in ground penetrating radar and soil borings at Providence United Methodist Church Cemetery to confirm no graves would be disturbed.

The County was working on the acquisition of 47 separate permanent or temporary easements necessary to complete the project. As of Monday, January 29th, 19 easements had been signed. He reported speaking personally with several property owners with questions or concerns and indicated they were on good terms with everyone. It was also important to note they were fully invested in the south side of Route 249 and would not be able to crisscross the roadway to avoid one or two properties. In the event there were properties where easements could not be obtained, condemnation or eminent domain would be the final resolution. He did not see it being necessary to go to this phase for any of the easements and reported a third party was working on easement acquisition. He also noted there would be no mandatory connections but individuals interested in connecting were being offered double the easement value toward connection fees.

Mr. Evelyn thanked Mr. Lang for the update and opened the floor for Board questions or comments.

Mr. Stiers asked for the County's current connection fee. Mr. Lang reported the total connection fee for residential water was approximately \$7,650 per house. Mr. Stiers asked if they would receive a discount for connecting now as opposed to waiting several years. Mr. Lang reported that as long as the owner committed to the connection now and did not take the cash offer, their service could be started whenever they were ready.

IN RE: PROPOSED FISCAL YEAR 2025-29 CAPITAL IMPROVEMENT PLAN & PROPOSED
FEE CHANGES

County Administrator Rodney Hathaway provided a brief introduction to the proposed FY25-29 Capital Improvement Plan (CIP) as well as proposed fee changes. Detailed copies of the FY25-29 CIP had been provided to Board members prior to the meeting. The County's financial policy defined a capital expenditure as having a cost of \$25,000 or more and an estimated useful life of five years or more. A five-year Capital Improvements Plan was developed each year. Recommendations for FY25 through FY29 totaled over \$188 million. The recommended FY25 CIP starting July 1, 2024 included projects totaling \$9,446,440 in the general CIP. Proposed FY25 Public Utilities CIP projects totaled just over \$10 million. The two CIPs were separate because they had two different funding sources. Funding for Public Utilities projects was derived from Public Utility user and connection fees.

Each department was asked to annually evaluate fees collected, giving consideration to whether or not the cost of providing the service was covered and if the fee was consistent with the market. He drew attention to Page 13 which provided details on FY25 proposed fee changes for the Airport, Building and Public Safety – Fire Department. Proposed increases for Airport hangar space would still result in the New Kent Airport being the cheapest in the region. While this was a benefit, the low cost had resulted in all hangar space being filled. He pointed out the list of CIP projects for FY25 included funding to begin the design and engineering for additional hangars. It was his goal that the Airport would become self sufficient and in order to generate more revenue, more hangar space was needed. Most

proposed fee changes in the Building Department were in regard to amusement devices and rides such as carnival rides and inflatables (bounce houses). These all required inspections and the proposed increases would be in line with those charged in regional localities. An increase in the missed inspection fee was also noted. Public Safety-Fire Rescue recovery fee increases were the result of recent increases in the salaries of public safety workers.

Proposed projects for FY25 included:

- Airport - Funding for hangar design.
- New Community Center in the eastern end of the County. The center would be located on the Wahrani Trail property. The Quinton Community Center was booked throughout the year and there was demand for something similar in the eastern end of the County.
- Various Fire-Rescue projects – replacement of an ambulance, purchase of an additional ambulance and purchase of gear and equipment.
- IT projects –Valuable lessons had been learned when the County’s network had been compromised. Improvements had been recommended by consultants and some server and infrastructure had reached its life expectancy and should be replaced.
- Parks and Recreation – A splash pad at Quinton Park. Requests for a splash pad were frequently seen in the annual Parks and Recreation interest survey and had been second only to a pool. Parking lot improvements were also proposed for Quinton Park and a basketball court would be added to Pine Fork Park. He noted the installation of lights at Pine Fork Park was in the works and was expected to be completed soon.

These were the big ticket items but information on every request submitted by the departments was in the CIP. The CIP would be adopted along with the full budget in the April/May timeframe so no action was needed at this time. The recommended budget was scheduled for presentation at the Board’s March regular meeting. He entertained questions.

Mr. Evelyn thanked Mr. Hathaway for the presentation and opened the floor for questions and comments from the Board.

Ms. Pearson said she had not seen the Animal Control facility in the CIP and asked if that was because it had already been approved. Mr. Hathaway confirmed the Animal Control facility had been approved and funded. That project was moving forward and the design was approximately 40% complete. Referencing information supplied by New Kent County Public Schools (NKCPs) for New Kent Elementary School, Ms. Pearson asked if the funding request of \$55 million was for renovation or replacement of the existing school. Mr. Hathaway noted there were three projects submitted by NKCPs for which he had made no recommendations. Those projects included the construction of a new elementary school and demolition of the existing school (\$56 million), a \$3.5 million expansion at New Kent Middle School to add six classrooms and a \$2 million project to install an artificial turf field at the existing New Kent High School field. Because of the cost of these projects, the funding would not come from the Capital Fund. Financing options with associated debt service were being explored. Ms. Pearson asked if the \$55 million was a replacement or a renovation. Mr. Hathaway indicated it was a replacement. Ms. Pearson said if the school was renovated, it should not cost this much. Mr. Hathaway indicated he would hope that would be the case. Ms. Pearson noted additional revenue would be needed for recent Public Safety increases and asked for the annual cost of those increases. Mr. Hathaway indicated he could get that number. Financial Services Director Rebecca Guthrie reported the \$55 million New Kent Elementary project was a renovation figure.

Mr. Moyer asked if there was any way to calculate the additional operational costs incurred because of the capital costs? Mr. Hathaway confirmed and noted departments included operating costs associated with each request and this was considered for all projects.

Referencing the proposed Public Safety fee increases, Ms. Stewart asked Fire Chief Rick Opett how frequently they were able to recover fees such as those for ambulance transport. Chief Opett noted the proposed hourly rate increases for Public Safety were for when County staff performed duties for private functions. He specifically mentioned marathons which were hosted by outside agencies and not considered as County functions. Private institutions were invoiced for services received with most payments received in a timely manner. County functions were not usually billed because it would be "robbing Peter to pay Paul." Ms. Stewart asked if private entities included "Joe Smith" who was transported from his home to the hospital. Chief Opett noted the Public Safety-Fire Department fees included EMS transport fees. Total reimbursements for services such as this was at approximately \$600,000 for the current year. These reimbursements went back into the General Fund. This number was climbing annually and was included in Fire-Rescue revenue figures. He reported they had just been informed the previous week that the FDA (Food and Drug Administration) was pushing to eliminate drug boxes stocked by hospitals within the region. This would make localities responsible for purchasing their own drugs for the ALS (Advance Life Support) program which would result in the need for additional revenue. He believed this would begin around the November timeframe. He reported it was good that they currently had DEA (Drug Enforcement Administration) licenses in place that would make this easier. He suggested this would be a big component of cost recovery going forward.

Mr. Evelyn asked what the protocol was for transporting a New Kent resident who did not have insurance. Chief Opett reported New Kent had compassionate billing and this was handled through a third party biller. Medicare, Medicaid and insurance information was collected and anything these did not cover was billed to the resident. One bill was sent and if the recipient had the means to do so, they would send in the payment. No one was going after residents to collect payments. Mr. Stiers said he thought this was an awesome policy.

IN RE: R-05-24, INITIATION OF TEXT AMENDMENT TO SECTION 91-10 OF THE NEW
KENT COUNTY CODE

Before the Board for consideration was Resolution R-05-24 initiating an amendment to the Subdivision Ordinance to consider allowing Boundary Line Adjustments (BLA) and lot consolidations for properties within land use taxation programs. County Administrator Rodney Hathaway reported this was a request received from a property owner and the proposed language had been submitted by the property owner's attorney. He provided a brief overview of the situation and explained the reasoning for this request. The property owner currently had 150 acres in the Agricultural and Forestal District (AFD). This owner was considering buying 6.8 acres from an adjacent 22 acre parcel. New Kent County Code stated that in order to perform a BLA between the two parcels, both properties would need to be within the AFD program. In this case, only the 150 acres was in the AFD program. In order to perform this BLA, the property owner would have to remove the 150 acres from the AFD program and be subject to five years of back taxes. Once this was done, the BLA could then be performed and the owner could reapply to put the combined property into the AFD program. The owner felt there should be a simpler process and therefore had submitted the proposed language before the Board. He reported the question of why the 6.8 acre parcel could not be purchased, put into the AFD program and then the BLA performed had been raised. The 6.8 acres was a portion of a larger parcel and there was no provision in the current Subdivision Ordinance to subdivide and create a 6.8 acre parcel with the current zoning. The only thing the property owner could do to take ownership of the 6.8 acre parcel would be to adjust it within the boundaries of his current property.

The following was proposed for consideration:

When a property owner submitted a BLA Application and went through the review process (received letter from New Kent stating the BLA had been reviewed, there were no further comments and they could submit final plats for signature) prior to or with the submission of the final plats for signature, the property owner would also submit an application for the 6.8 acres to be included in the AFD program. The issue was that the BLA would have been signed prior to acceptance of the 6.8 acres into the AFD program. The property owner would take on the risk of all of the property in the AFD being kicked out of the program if the addition of the 6.8 acres was not approved. He stated this was not a perfect process and it still needed some consideration/revision by staff. If this was something the Board wished to consider, initiating Resolution R-05-24 would start that process with the Planning Commission. He reminded the Board that staff was in the process of finishing the rewrite of the Comprehensive Plan which was the second step in a three-step process. The first step had been the Strategic Plan and the third step would be the rewrite of the subdivision and zoning ordinances. The Board could take the stance that this should be looked at with a more comprehensive approach as a part of the rewrite or they could adopt this initiating resolution and consider this issue now. He entertained questions.

Ms. Pearson said she would prefer that the Planning Commission take a look at this prior to the Board taking any action. Mr. Hathaway noted the proposed resolution would initiate the process and send it to the Planning Commission for consideration. Ms. Stewart said she understood when a property was taken out of the AFD program, the property owner was required to pay back taxes. She asked for the time period for which back taxes were collected. Mr. Hathaway reported the County could collect up to five years and the pay back would be the tax break received. The time period would start from the date the property was accepted into the AFD program but if that was less than five years, the pay back would be only for the number of years in the program. Mr. Evelyn also noted the Board could suggest a property be included in the program but it was up to the Commissioner of the Revenue to determine if it qualified. He questioned if anyone had asked the Commissioner to review these proposed changes. Mr. Hathaway reported the Commissioner had been provided the language received from the property owner's attorney. Concerns that the County should be careful and be sure these changes would not create other issues while trying to address this one issue with this property owner had been voiced. Mr. Evelyn agreed and noted the AFD program was to keep rural lands in the County but they needed to be sure the changes would not impact something else. Commissioner of the Revenue Laura Ecimovic said the issue was the County's description of "subdivision" and she felt they should be very careful when considering these amendments. She noted that anytime an exception was made, it would make it necessary to make exceptions for others coming forward. The AFD program was the number one exemption program and most AFD properties were having 75% of their land taxes deferred for nondevelopment. She suggested that when changing a contract was considered, it would also be necessary to look at how it would affect the County's definition of subdivision. She had previously suggested that some AFD rules needed to be tightened and noted there were properties within actual subdivisions that should not qualify for the program. She had issues with setting a precedent based on one issue and suggested the Board needed to be careful and determine if this would change the County's definition of subdivision.

Mr. Evelyn thanked Ms. Ecimovic for her thoughts. He asked if a motion was needed to send this to the Planning Commission. County Attorney Joshua S. Everard indicated a motion would be appropriate if the Board wished to send this to the Planning Commission. Mr. Hathaway stated the motion provided with the agenda request would be sufficient to adopt Resolution R-05-24 and forward this request to the Planning Commission. Seeking clarification, Ms. Pearson asked if she was correct that adopting the resolution would send the request to the Planning Commission. Mr. Hathaway confirmed. Mr. Everard provided

additional details noting if Resolution R-05-24 was adopted, the matter would then go to the Planning Commission for consideration. Staff, including the Planning Department, the Commissioner's Office, Administration and the County Attorney's Office, would look at the language and make any recommendations or edits. After consideration by the Planning Commission, the issue would come back to the Board of Supervisors with an advertised public hearing and any changes would be approved by Ordinance. Mr. Hathaway also noted that because this would be an amendment to the Subdivision Ordinance, two public hearings would be required with the first before the Planning Commission and the second before the Board of Supervisors. Ms. Pearson said the resolution would send this to the Planning Commission but it would still have to go through all of the usual process. Mr. Everard confirmed and stated the resolution before the Board stated that if the resolution was adopted, "the Board of Supervisors of New Kent County, does hereby request the New Kent County Planning Commission to consider the proposed amendment of Chapter 91 of the New Kent County Code." The Planning Commission would consider the issue generally but would not necessarily give an up or down vote on the specific language requested by the property owner. Other amendments may be made and if the Board wished to take action after a public hearing, they could do so. Mr. Evelyn and Ms. Pearson both indicated they wanted to be sure this would come back to the Board. Mr. Everard confirmed and said the Board could adopt what was suggested, change the language or decline to do so.

Ms. Pearson moved to adopt Resolution R-05-24 to initiate a subdivision ordinance text amendment to Section 91-10 of the New Kent County Code regarding boundary line adjustments and lot consolidations for properties within land use taxation programs such as the Agricultural and Forestal District. The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Thomas W. Evelyn	Aye

The motion carried.

Mr. Moyer stated this would not go to the February Planning Commission meeting due to the need to advertise. Mr. Hathaway confirmed and also suggested that prior to going to public hearing, staff would probably do a work session presentation.

IN RE: NOMINATIONS – BOARD OF EQUALIZATION

Mr. Moyer moved to nominate Mathew Starr for Circuit Court appointment as a member of the Board of Equalization to serve a term ending December 31, 2024.

Ms. Pearson moved to nominate Meiling Qu for Circuit Court appointment as a member of the Board of Equalization to serve a term ending December 31, 2024.

Mr. Stiers moved to nominate Russell Beyer for Circuit Court appointment as a member of the Board of Equalization to serve a term ending December 31, 2024.

Ms. Stewart moved to nominate Lisa Remington for Circuit Court appointment as a member of the Board of Equalization to serve a term ending December 31, 2024.

The members were polled:

Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Thomas W. Evelyn	Aye

The motions carried.

IN RE: OTHER BUSINESS – SOCIAL SERVICES ADVISORY BOARD

Ms. Stewart moved to remove Beth Trivett as the Fifth District representative on the Social Services Advisory Board. The members were polled:

Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: OTHER BUSINESS – ANNOUNCEMENTS

Mr. Moyer announced he would be hosting a town hall meeting at the Patriots Landing Residents' Club on February 8th from 6:00 p.m. to 8:00 p.m.

Ms. Pearson announced February was Black History Month and there would be a wreath laying ceremony on February 3rd from 11:00 a.m. to 1:00 p.m. at the Historic Courthouse to honor New Kent African American patriots who served during the Revolutionary War. She would also be hosting a town hall meeting on February 6th from 6:00 p.m. to 8:00 p.m. at the New Kent Visitors and Commerce Center. A gala would be held at Rosie's on February 17th to benefit the Bridges of Change domestic violence shelter and tickets were still available. The New Kent Junior Woman's Club would be hosting Casino Night on February 24th with tickets available only through sponsorships.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

The next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, February 12, 2024 and the next work session at 9:00 a.m. on Tuesday, February 27, 2024, both in the Boardroom of the County Administration Building.

Mr. Moyer moved to adjourn. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried and the meeting was adjourned at 10:48 a.m.

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>Resolution R-10-24 - Street Acceptance -The Farms of New Kent, Land Bay IV, Phase 1</p>
<p>Issue</p>	<p>VDOT is of the opinion that The Farms of New Kent, Land Bay IV, Phase 1 is ready to be brought into the secondary system of state highways and has requested a resolution from the Board requesting the State to accept this street.</p>
<p>Recommendation</p>	<p>Adoption of Resolution R-10-24</p>
<p>Fiscal Implications</p>	<p>None</p>
<p>Policy Implications</p>	<p>None</p>
<p>Legislative History</p>	<p>N/A</p>
<p>Discussion</p>	<p>N/A</p>

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Resolution R-10-24 FONK LB IV Phase 1 (PDF)	Resolution Letter
AM 4.3 and Map for FONK LB IV Phase 1 (PDF)	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date

Clerk
Administration
Attorney

Watkins, Wanda
Hathaway, Rodney
Everard, Joshua

Approved
Approved
Approved

3/6/2024 - 4:05 PM
3/26/2024 - 1:43 PM
3/27/2024 - 9:12 AM

**BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA**

R-10-24

At the meeting of the Board of Supervisors of the County of New Kent in the Boardroom of the Administration Building in New Kent, Virginia, on the 4th day of April 2024:

Present:

Vote:

John P. Moyer
Amy M. Pearson
Ronald P. Stiers
Jordan T. Stewart
Thomas W. Evelyn

Motion was made by _____, which carried _____:_____, to adopt the following resolution:

**A RESOLUTION TO REQUEST THE
VIRGINIA DEPARTMENT OF TRANSPORTATION
TO ADD ROADS IN
THE FARMS OF NEW KENT, LAND BAY IV, PHASE I
INTO THE STATE SYSTEM FOR MAINTENANCE**

WHEREAS, the roads in **The Farms of New Kent, Land Bay IV, Phase I** have been completed, and

WHEREAS, the roads in **The Farms of New Kent, Land Bay IV, Phase I** meet the public service criteria of the Secondary Street Acceptance Requirements; and

WHEREAS, the development sketch and VDOT Form AM 4.3, attached and incorporated herein as part of this resolution, define additions required in the Secondary System of State Highways as a result of construction; and

WHEREAS, certain segments identified on the incorporated Form AM 4.3 are ready to be accepted into the Secondary System of State Highways.

NOW THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the segments identified on the incorporated Form AM 4.3 to the Secondary System of State Highways, pursuant to §33.2-705 of the *Code of Virginia*, for which segments this Board hereby guarantees the right of way to be clear and unrestricted, including any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED THAT, a certified copy of this resolution be forwarded to the Virginia Department of Transportation.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Board Chair



COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In New Kent County

by Resolution of the governing body adopted 4/4/2024

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: Fams of New Kent Land Bay IV Phase 1

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	Continuation of route 1289	Route 1290	0.10	4		100
Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	Continuing Route	Phase 2	0.03	4		100
Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	Existing route 106	New addition route 1290	0.08	4		100
Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	Continuing route 1289	New 1291	0.10	4		100
Addition	Rt. 1290 - Arbor Ponds Terrace	New subdivision street §33.2-705	1292	1289	0.34	2		50
Addition	Rt. 1290 - Arbor Ponds Terrace	New subdivision street §33.2-705	1289	1292	0.07	2		50
Addition	Rt. 1291 - Sedge Drive	New subdivision street §33.2-705	1295	1296	0.09	2		50
Addition	Rt. 1291 - Sedge Drive	New subdivision street §33.2-705	1289	1295	0.09	2		50
Addition	Rt. 1291 - Sedge Drive	New subdivision street §33.2-705	1296	Phase 2	0.17	2		50
Addition	Rt. 1292 - Arbor Ponds Court	New subdivision street §33.2-705	1290	Cul-de-Sac	0.10	2		26
Addition	Rt. 1293 - Uplands Drive	New subdivision street §33.2-705	1289	1294	0.05	2		50
Addition	Rt. 1293 - Uplands Drive	New subdivision street §33.2-705	1294	Phase 2	0.06	2		50
Addition	Rt. 1293 - Uplands Drive	New subdivision street §33.2-705	1294	1294	0.04	2		50
Addition	Rt. 1294 - Eagle Circle	New subdivision street §33.2-705	1293	1293	0.17	2		50

Addition	Rt. 1295 - Sedge Court	New subdivision street §33.2-705	1291	Cut-De-Sac	0.05	2		50
Addition	Rt. 1296 - Cress Terrace	New subdivision street §33.2-705	1291	Phase 2	0.12	2		50

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>Proclamation Recognizing April 21-27, 2024 as National Crime Victims' Rights Week</p>
<p>Issue</p>	<p>The Victim Witness Office has requested a proclamation recognizing April 21-27, 2024 as National Crime Victims' Rights Week.</p>
<p>Recommendation</p>	<p>Approval</p>
<p>Fiscal Implications</p>	<p>N/A</p>
<p>Policy Implications</p>	<p>N/A</p>
<p>Legislative History</p>	<p>The Board has adopted and presented similar proclamations in the past.</p>
<p>Discussion</p>	<p>This proclamation is sponsored by District 3 Supervisor Amy M. Pearson.</p>

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
National Crime Victims Rights Week (PDF)	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 2:31 PM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 4:18 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 8:53 AM

PROCLAMATION
APRIL 21-27, 2024
NATIONAL CRIME VICTIMS'
RIGHTS WEEK

Whereas, surviving a crime can have a myriad of lasting effects on victims, including physical, psychological, social, and financial issues; and

Whereas, we know that countless survivors never tell anyone about what happened to them; and

Whereas, each of us has a moral responsibility to actively participate in the healing of others; and

Whereas, it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services and, above all, hope; and

Whereas, victim service providers, community members, businesses, places of worship, colleagues, neighbors, and family members are capable of providing victim-centered, trauma-informed, and culturally responsive support; and

Whereas, we must listen to survivors and be willing to create new options for support to ensure that all victims of crime can receive help and seek justice; and

Whereas, we must do everything we can to show survivors that hope — the belief that the future will be better — is not just tangible but within their reach; and

Whereas, National Crime Victims' Rights Week encourages all people to ask themselves the question, "How would you help a victim of crime?" and

Whereas, the New Kent Victim Witness Assistance Program is hereby dedicated to raising awareness of options, services, and hope for crime survivors; and

Now, therefore be it resolved, that on this 4th day of April, 2024, the New Kent County Board of Supervisors does hereby proclaim the week of April 21 to 27, 2024 to be Crime Victims' Rights Week, and reaffirms this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expresses its sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Attest:

Rodney A. Hathaway, Clerk of the Board

Thomas W. Evelyn Board Chairman

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	Approval of March 5, 2024 Dual Primary Abstracts of Votes
Issue	Approval of Abstracts of Votes for recording in the Board of Supervisors order book.
Recommendation	Approval
Fiscal Implications	None
Policy Implications	None
Legislative History	Abstracts are approved after every election.
Discussion	N/A

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
March 5, 2024 Abstracts of Votes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 3:11 PM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 4:17 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 8:51 AM

ABSTRACT of VOTES

Cast in NEW KENT COUNTY, VIRGINIA
at the 2024 March Republican Primary held on March 05, 2024 for,

President

NAMES OF CANDIDATES ON THE BALLOT

TOTAL VOTES RECEIVED
(IN FIGURES)

Chris Christie - Republican	9
Ryan L. Binkley - Republican	2
Vivek Ramaswamy - Republican	4
Donald J. Trump - Republican	2584
Ron D. DeSantis - Republican	23
Nikki R. Haley - Republican	788
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on March 05, 2024, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the President.

Given under our hands this 13 day of March, 2024

Charles E. Moore, Chairman
Leann L. Mayfield, Vice Chairman
Thomas A. Miller, Secretary
_____, Acting Secretary

ABSTRACT of VOTES

Cast in NEW KENT COUNTY, VIRGINIA
at the 2024 March Democratic Primary held on March 05, 2024 for,

President

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Marianne Williamson - Democratic	52
Joseph R. Biden, Jr. - Democratic	744
Dean Benson Phillips - Democratic	21
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on March 05, 2024, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the President.

Given under our hands this 13 day of March, 2024

Charles E. Mays, Chairman
Larry L. Mays, Vice Chairman
Thomas A. Miller, Secretary
_____, Acting Secretary

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>		
<p>Subject</p>	<p>The County's Agreement with Rogers-Chenault, Inc for Reimbursement of a Portion of the Cost of Pomeroy Park Off-site Waterline</p>		
<p>Issue</p>	<p>The County's agreement with Rogers-Chenault, Inc for reimbursement of a portion of the cost of Pomeroy Park Off-site waterline requires minor revision prior to execution.</p>		
<p>Recommendation</p>	<p>Authorize the County Administrator to sign the agreement</p>		
<p>Fiscal Implications</p>	<p>The amount of the compensation has been included in the FY24 approved CIP, and partnering with the developer on the construction is a net savings to the utility.</p>		
<p>Policy Implications</p>	<p>None</p>		
<p>Legislative History</p>	<p>In January 2024, the BOS approved the original agreement</p>		
<p>Discussion</p>	<p>The change is to name the property owner as Pomeroy Park Partners, LLC, and to insert the instrument numbers for the deeds as well as the date of approval for the construction plan set.</p>		
<p>Time Needed:</p>	<p>none</p>	<p>Person Appearing:</p>	<p>N/A</p>
<p>Request prepared by:</p>	<p>Mike Lang</p>	<p>Telephone:</p>	<p>804 966 9625</p>
<p>Copy provided to:</p>	<p>County Attorney</p>		

ATTACHMENTS:

Description	Type
revised agreement	Cover Memo
Deed 721	Cover Memo
Deed 722	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Utilities	Lang, Mike	Approved	3/26/2024 - 8:55 AM

Administration
Attorney

Hathaway, Rodney
Everard, Joshua

Approved
Approved

3/26/2024 - 1:50 PM
3/27/2024 - 9:19 AM

UTILITY COMPENSATION AGREEMENT
Pomeroy Park Off-site Waterline

THIS AGREEMENT, dated , 20 , is entered into by NEW KENT COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County") and Pomeroy Park Partners, LLC. (the "Owner").

WHEREAS, the Owner is the sole owner of the property shown on the attached plat ("Exhibit A"), having acquired this property by a deed recorded among the land records of New Kent County, Virginia, as Instrument 240000721 & Instrument 240000722, (the "Property"); and

WHEREAS, the Owner desires that a public water system owned and operated by the County serve the Property; and

WHEREAS, the County desires an off-site waterline sized to meet future demands beyond the needs of the Owner; and

WHEREAS, the Owner proposes to construct and dedicate to the County an extension of the existing public water system to serve the Property as shown on the approved Plans described below (the "Extension"); and

WHEREAS, the County has determined that it is in the public interest for the County to own, operate, and maintain such Extension to serve the Property; and

WHEREAS, the Owner and County have agreed upon:

- (i) A mutual benefit from the cost sharing of the off-site waterline Extension;
- (ii) The design, routing, diameter, and materials of the off-site waterline Extension, as specified in the approved Plans;
- (iii) The capacity of water to be provide via the off-site waterline Extension; and

- (iv) The compensation for the additional costs incurred by the Owner to increase the off-site waterline Extension diameter to the County's future needs.

THEREFORE, the County and the Owner agree as follows:

I. Owner's Covenants

A. The Owner agrees to have designed and constructed at the Owner's sole expense a complete, workable off-site waterline Extension, including all necessary appurtenances as shown on the County-approved engineering design plans entitled Pomeroy Park – Offsite Waterline, Site Plan SUB-000441-2022 dated March 21, 2024 and prepared by The Bay Companies (the "Plans").

B. Prior to engaging in any construction activity, the Owner agrees that it will:

- (i) notify the Director of Public Utilities (the "Director") of the proposed date of commencement of construction; and

- (ii) apply for and receive a waterworks construction permit to be issued by the Virginia Department of Health – Office of Drinking Water.

C. The Owner further agrees to submit to the Director executed deeds conveying to the County, with General Warranty and English Covenants of Title, easements as necessary for the operation, maintenance, and repair of the off-site waterline Extension in a form approved by the County Attorney.

D. Upon the Owner's completion of the Extensions and prior to tentative acceptance, the Owner will dedicate or convey, or cause to be dedicated or conveyed, to the County with General Warranty and English Covenants of Title, all easements for any part of the off-site waterline Extension, including all lines, facilities, and appurtenances thereto, which the Director determines are not wholly within any previously dedicated or conveyed public right-of-way or public easement for such purposes based upon the "As-Built" Plans and/or visual inspection or other

reasonable basis. The Owner will provide to the County for recordation such deeds or dedication documents as a prerequisite for tentative acceptance.

E. Upon submission of application for water service for each residential lot, Owner agrees to pay the following:

- | | |
|------------------------------|-----------------------------------|
| (i) Water Connection Fee | \$4650.00 |
| (ii) Water Availability Fee | \$2500.00 |
| (iii) All other utility fees | Per County Code Appendix A - Fees |

II. County's Covenants

A. In consideration of the above covenants, the County agrees to provide water service to the Property, such service to consist of the provision of up to 200 gallons of water per day per residential connection, not to exceed 20,600 gallons of water per day aggregate (the "Water Capacities"), for up to 103 residential connections, provided service capacity is available within the County's public water system and the Owner has complied with this Agreement.

B. The County agrees to provide compensation in an amount equivalent to \$4650.00 (four thousand six hundred and fifty dollars) per approved residential connection on the Property, not to exceed \$478,950.00 (four hundred seventy eight thousand nine hundred and fifty dollars) aggregate, to be paid in installments at the time of receipt of the contractor's applications for payment for the work described in the Plans, and as approved by the Director of Public Utilities or their designee, until the maximum allowable aggregate sum is reached.

III. Terms and Conditions

This agreement is subject to the following terms and conditions:

- A. All construction must be in accordance with:
- a. The approved Plans (Site Plan SUB-000441-2022); and

- b. New Kent County Public Utility Standards, Latest Edition; and
- c. Virginia Department of Health Waterworks Regulations.

IV. Termination

A. This Agreement will terminate automatically upon expiration of the approved Plans (Site Plan SUB-000441-2022), and any subsequent approval extensions or approved amendments.

V. Miscellaneous

A. The Owner will be responsible for furnishing all material, performing all work, entering into all necessary agreements and ensuring that those agreements are with County approved contractors and subcontractors, hiring all the labor, and paying all costs associated with the construction of the Extensions. Such costs may include but are not limited to labor, materials, engineering fees, inspection fees, legal fees, surveying fees, award fees, recordation fees, appraisal fees, and land acquisitions, including rights-of-way and easements.

B. The Owner expressly agrees to indemnify, defend, and hold the County harmless from and against all claims, loss, damage, injury, and liability, however caused, including any negligence by Owner's agents or employees resulting from, arising out of, or in any way connected with the construction, dedication, or conveyance of the water and sewer system or any portion thereof, or the dedication or conveyance of any right-of-way or easement.

C. The undertakings by the Owner under this Agreement will be guaranteed by a surety in an amount acceptable to the County and in a form approved by the County Attorney.

D. In the event of breach by the Owner of any provisions of this Agreement, the County may give written notice to the Owner specifying the manner in which the Agreement has been breached. If notice of breach is given and the Owner has not substantially corrected the breach

within 30 days receipt of the written notice, the County will have the right to terminate this Agreement.

G. This Agreement will be binding upon the Owner, its Heirs, Successors, and Assigns and will be recorded in the land records of the Clerk's Office of the Circuit Court of New Kent County.

H. Any notice required pursuant to this Agreement will be given by first class mail, postage prepaid:

To the County: County of New Kent
Attn: County Attorney
P. O. Box 150
New Kent, VA 23124

To the Owner: Pomeroy Park Partners, LLC
9245 Shady Grove Road
Suite 200
Mechanicsville, VA 23116

APPROVED AS TO FORM:

NEW KENT COUNTY, VIRGINIA:

County Attorney

By: _____ (SEAL)
County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF NEW KENT, to-wit:

The foregoing instrument was acknowledged before me _____, 20____, by _____, County Administrator, on behalf of New Kent County, Virginia.

My commission expires: _____

Registration Number: _____

Notary Public

APPROVED AS TO SUBSTANCE:

By: _____
Michael Lang, Director
Department of Public Utilities

OWNER:

By: _____ (SEAL)
Name (printed): _____
(Owner's name; if corporation or partnership:
President, Vice President, or General Partner)

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me _____, 20____,
by _____ [if corporation or partnership, title, on behalf
of name of corporation].

My commission expires: _____

Registration Number: _____

Notary Public

This instrument was prepared by:
Deskevich, Gavin & Harris, PC
Duane A. Deskevich #39979
1409 Eastridge Road
Richmond, VA 23229

Consideration: \$1,050,000.00
Assessed Value: \$382,100.00

Map Reference Number: 20-83
Title Insurance Underwriter insuring this Instrument: Old Republic National Title Insurance

DEED

THIS DEED, made this 26 day of February, 2024, by and between **ASHLEY REED SHAW** and **EDWARD DANA EVERETT**, Grantors, and **POMEROY PARK PARTNERS, LLC**, a Virginia limited liability company,, Grantee.

WITNESSETH:

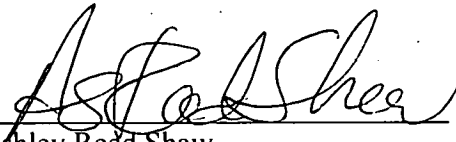
That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby grant and convey, with **General Warranty** and **English Covenants** of Title, subject to the terms hereof, to the Grantee, in fee simple, the following described real estate, to-wit:

SEE ATTACHED SCHEDULE "A"

This conveyance is subject to those restrictions, conditions and easements of record to the extent that the same might lawfully apply to the property hereby conveyed.

The plural shall be substituted for the singular and the singular for the plural wherever the context hereof so requires.

WITNESS the following signatures and seals:

 (SEAL)
Ashley Reed Shaw

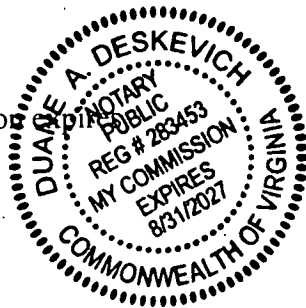
 (SEAL)
Edward Dana Everett

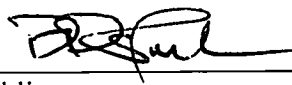
STATE OF VIRGINIA,

CITY/COUNTY OF Henrico, to-wit:

The foregoing Deed was acknowledged before me this the 26 day of February, 2024, by Ashley Reed Shaw and Edward Dana Everett.

My commission




Notary Public

Grantee's Address:

9245 Shady Grove RD Ste 200
Mechanicsville, VA 23116

SCHEDULE "A"

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the Black Creek Magisterial District, New Kent County, Virginia, containing 4.0 acres, more or less, and as shown on a Plat of Survey made by HIS Land Surveying, Inc., dated January 7, 2003, revised April 17, 2003, and January 22, 2009, entitled, "Physical Survey of Property Being Conveyed from David R. Kittner to Susan A. Roberson Being Tax Parcel 20-83", a copy of which is attached to deed recorded in the above-referenced Clerk's Office, in Deed Book 540, page 966, and to which plat reference is hereby made for a more complete and accurate description of the property herein conveyed.

BEING the same real estate conveyed to Ashley Reed Shaw and Edward Dana Everett, wife and husband, by Deed of Gift from Ashley Reed Shaw fka Ashley S. Colonel and Edward Dana Everett, dated September 4, 2018, recorded September 17, 2018, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 681, page 308.

INSTRUMENT 240000721
RECORDED IN THE CLERK'S OFFICE OF
NEW KENT COUNTY CIRCUIT COURT ON
MARCH 11, 2024 AT 10:23 AM
\$1050.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$525.00 LOCAL: \$525.00
AMY P. CRUMP, CLERK
RECORDED BY: MAP

This Deed Prepared By:
Stephen R. Thompson, VSB# 95033
MeyerGoergen PC
1802 Bayberry Court, Suite 200
Richmond, VA 23226
(804) 288-3600

Title Underwriter: *Old Republic Title Insurance Company*
Tax Map Number: 20-82, 20-82A, 20-82B, 20-82C, 20-82D, 20-14-4, 20-14-5, 20-14-6, 20-84C, 20-14-3, 20-14-9, 20-14-10, 20-14-8, and 20-14-7
Consideration: \$2,175,000.00
Assessed Value: \$1,650,500.00

THIS DEED OF BARGAIN AND SALE made on this 5th day of March 2024, by and between **Debbie K. Gooden Gingras also known as Debra G. Gingras also known as Debra K. Gooden Gingras also known as Debra K. Gingras, Barry J. Gooden, Sr., Karen D. Gooden Clendenen also known as Karen G. Clendenen all individually and as Co-Executors of the Estate of Eldon D. Gooden and David Donner also known as David M. Donner individually, Grantors, and **Pomeroy Park Partners, LLC**, a Virginia limited liability company, Grantee.**

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey, with SPECIAL WARRANTY of title unto the Grantee, in fee simple, the following described real estate, to-wit:

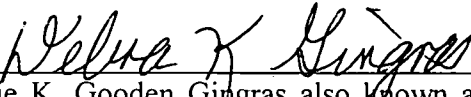
SCHEDULE "A" ATTACHED

This conveyance is made subject to such covenants, restrictions, conditions and easements of record as may lawfully affect said property.

[SIGNATURES TO FOLLOW]

A handwritten signature, possibly reading '1', is written in black ink.

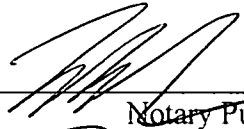
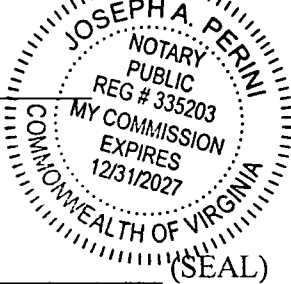
WITNESS the following signature(s) and seal(s):

 (SEAL)
Debbie K. Gooden Gingras also known as Debra G. Gingras also known as Debra K. Gooden Gingras also known as Debra K. Gingras, individually and as Executor of the Estate of Eldon D. Gooden

STATE OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing deed was acknowledged before me this 8TH day of March, 2024 by Debbie K. Gooden Gingras also known as Debra G. Gingras also known as Debra K. Gooden Gingras also known as Debra K. Gingras, individually and as Executor of the Estate of Eldon D. Gooden.

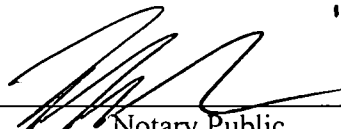

My commission expires: 12/31/27


Notary Public
 (SEAL)
Barry J. Gooden, Sr., individually and as Executor of the Estate of Eldon D. Gooden

STATE OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing deed was acknowledged before me this 8TH day of March, 2024 by Barry J. Gooden, Sr, individually and as Executor of the Estate of Eldon D. Gooden.

My commission expires: 12/31/27


Notary Public


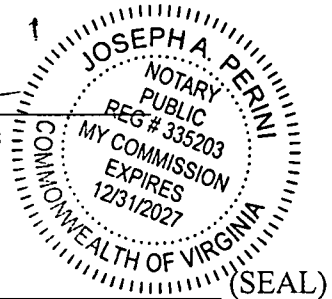
Karen D. Gooden Clendenen, Co-Executor (SEAL)
Karen D. Gooden Clendenen also known as Karen G. Clendenen,
individually and as Executor of the Estate of Eldon D. Gooden

STATE OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing deed was acknowledged before me this 8TH day of March, 2024 by Karen D. Gooden Clendenen also known as Karen G. Clendenen, individually and as Executor of the Estate of Eldon D. Gooden.

My commission expires: 12/31/27

[Signature]
Notary Public



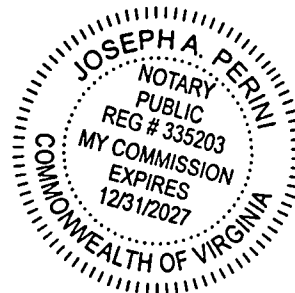
David M. Donner
David Donner also known as David M. Donner, individually

STATE OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing deed was acknowledged before me this 8TH day of March, 2024 by David Donner also known as David M. Donner, individually.

My commission expires: 12/31/27

[Signature]
Notary Public



Grantee's Address:

9245 Shady Grove Road, Suite 200

Mechanicsville, VA 23116

[Signature]

SCHEDULE "A"

Parcel I:

ALL those certain lots, pieces or parcels of land, with any improvements thereon, belonging, lying and being in the Black Creek Magisterial District, New Kent County, Virginia, designated as Parcel 2, consisting of 15.1 +/- Acres, Parcel 3, consisting of 28.4 +/- Acres, Parcel 4, consisting of 25.1 +/- Acres, and Parcel 5, consisting of 15.0 +/- Acres, as shown on a plat of subdivision dated November 9, 1998, entitled, "Plat Showing Division of Property for Eldon D. Gooden and Nancy L. Gooden Estate," recorded in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Plat Book 14, page 144, reference to which plat is made for a more particular description of the property hereby conveyed.

BEING a part of the same real estate conveyed to Eldon D. Gooden and Nancy L. Gooden, his wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Garland E. Worsham and Dorothy T. Worsham, his wife, and William L. Worsham and Virginia M. Worsham, his wife, dated October 29, 1986, recorded November 3, 1986, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 129, page 297. The said Nancy L. Gooden died testate May 30, 1991. Her will being of record in Will Book 9, page 838, the said Eldon D. Gooden disclaimed Nancy L. Gooden's interest in the aforesaid real estate pursuant to disclaimers executed February 24, 1992, and February 28, 1992, and filed of record in the aforesaid Clerk's Office, on February 26, 1992, in Deed Book 177, page 494, and on February 28, 1992, in Deed Book 177, page 634, in accordance with Section 64.1-190 and 193 of the Code of Virginia. Nancy L. Gooden's 50% interest then passed by devise under her will to Debbie K. Gingras, Barry J. Gooden, Sr., Karen D. Gooden Clendenen and Brenda L. Gooden Morton Donner. The said Eldon D. Gooden died testate July 13, 1997, and by his will dated February 28, 1992, probated July 18, 1997, in the aforesaid Clerk's Office, in Will Book 12, page 89, devised his interest to Debbie G. Gingras, Barry J. Gooden, Sr., Brenda G. Donner, and Karen G. Clendenen. The said Brenda G. Donner died testate April 27, 2021, and by her will dated, September 18, 1990, probated March 4, 2022, in the aforesaid Clerk's Office, in Will Book 22, page 31, devised her interest in the property to her husband, David Donner.

Parcel II:

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon, situate, lying and being in the County of New Kent, Virginia, containing 11.78 acres, more or less, as shown on that certain plat entitled, "Survey and Plat of Two Parcels of Land Showing Boundary Line Adjustments Between Tax Parcels 20-14-8 and 20-84B and 20-14-7 and 20-82, in the Black Creek District, New Kent County, Virginia," dated April 8, 2003, and which plat is recorded in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Plat Book 17, page 53, and to which plat reference is hereby made for a more complete and accurate description of the property.

BEING a part of the same real estate conveyed to Eldon D. Gooden and Nancy L. Gooden, his wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Garland E. Worsham and Dorothy T. Worsham, his wife, and William L. Worsham and Virginia M. Worsham, his wife, dated October 29, 1986, recorded November 3, 1986, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 129, page 297. The said Nancy L. Gooden died testate May 30, 1991. Her will being of record in Will Book 9, page 838, the said Eldon D. Gooden disclaimed Nancy L. Gooden's interest in the aforesaid real estate pursuant to disclaimers executed February 24, 1992, and February 28, 1992, and filed of record in the aforesaid Clerk's Office, on February 26, 1992, in Deed Book 177, page 494, and on February 28, 1992, in Deed Book 177, page 634, in accordance with Section 64.1-190 and 193 of the Code of Virginia. Nancy L. Gooden's 50% interest then passed by devise under her will to Debbie K. Gingras, Barry J. Gooden, Sr., Karen D. Gooden Clendenen and Brenda L. Gooden Morton Donner. The said Eldon D. Gooden died testate July 13, 1997, and by his will dated February 28, 1992, probated July 18, 1997, in the aforesaid Clerk's Office, in Will Book 12, page 89, devised his interest to Debbie G. Gingras, Barry J. Gooden, Sr., Brenda G. Donner, and Karen G. Clendenen. The said Brenda G. Donner died testate April 27, 2021, and by her will dated, September 18, 1990, probated March 4, 2022, in the aforesaid Clerk's Office, in Will Book 22, page 31, devised her interest in the property to her husband, David Donner.

Parcel III:

ALL those certain lots, pieces or parcels of land, with any improvements thereon, belonging, lying and being in the Black Creek Magisterial District, New Kent County, Virginia, designated as Parcel 4, consisting of 17.03 acres, Parcel 5, consisting of 15.03 acres, and Parcel 6, consisting of 15.03 acres, as shown on a plat of subdivision dated June 29, 1999, entitled, "Plat Showing Division of Property for Eldon D. Gooden and Nancy L. Gooden Estate," prepared by S. V. Camp, III, & Associates, Inc., recorded in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Plat Book 14, page 190, reference to which plat is made for a more particular description of the property.

BEING a part of the same real estate conveyed to Eldon D. Gooden and Nancy L. Gooden, husband and wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Clinton J. Pomeroy, Jr., and Anne W. Pomeroy, husband and wife, dated December 1, 1986, recorded December 8, 1986, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 130, page 128. The said Nancy L. Gooden died testate May 30, 1991. Her will being of record in Will Book 9, page 838, the said Eldon D. Gooden disclaimed Nancy L. Gooden's interest in the aforesaid real estate pursuant to disclaimers executed February 24, 1992, and February 28, 1992, and filed of record in the aforesaid Clerk's Office, on February 26, 1992, in Deed Book 177, page 494, and on February 28, 1992, in Deed Book 177, page 634, in accordance with Section 64.1-190 and 193 of the Code of Virginia. Nancy L. Gooden's 50% interest then passed by devise under her will to Debbie K. Gingras, Barry J. Gooden, Sr., Karen D. Gooden Clendenen and Brenda L. Gooden Morton Donner. The said Eldon D. Gooden died testate July 13, 1997, and by his will dated February 28, 1992, probated July 18, 1997, in the aforesaid Clerk's Office, in Will Book 12, page 89, devised his interest to Debbie G. Gingras,

Barry J. Gooden, Sr., Brenda G. Donner, and Karen G. Clendenen. The said Brenda G. Donner died testate April 27, 2021, and by her will dated, September 18, 1990, probated March 4, 2022, in the aforesaid Clerk's Office, in Will Book 22, page 31, devised her interest in the property to her husband, David Donner.

Parcel IV:

ALL that certain piece or parcel of land with any improvements thereon, belonging, lying and being in the Black Creek Magisterial District, New Kent County, Virginia, designated as Parcel B, containing 2.23 +/- Acres, as shown on a plat dated December 17, 1986, entitled, "Survey and Map Showing Improvements Thereon of Two Parcels of Land Containing 240.8 +/- Acres, on the North Line and South Line of State Route 249 and East of State Route 640, in the Black Creek District, New Kent County, Virginia," prepared by Ernest F. Taylor, Certified Land Surveyor, recorded in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Plat Book 10, page 93, reference to which plat is made for a more particular description of the property.

BEING a part of the same real estate conveyed to Eldon D. Gooden and Nancy L. Gooden, husband and wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Clinton J. Pomeroy, Jr., and Anne W. Pomeroy, husband and wife, dated December 1, 1986, recorded December 8, 1986, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 130, page 128. The said Nancy L. Gooden died testate May 30, 1991. Her will being of record in Will Book 9, page 838, the said Eldon D. Gooden disclaimed Nancy L. Gooden's interest in the aforesaid real estate pursuant to disclaimers executed February 24, 1992, and February 28, 1992, and filed of record in the aforesaid Clerk's Office, on February 26, 1992, in Deed Book 177, page 494, and on February 28, 1992, in Deed Book 177, page 634, in accordance with Section 64.1-190 and 193 of the Code of Virginia. Nancy L. Gooden's 50% interest then passed by devise under her will to Debbie K. Gingras, Barry J. Gooden, Sr., Karen D. Gooden Clendenen and Brenda L. Gooden Morton Donner. The said Eldon D. Gooden died testate July 13, 1997, and by his will dated February 28, 1992, probated July 18, 1997, in the aforesaid Clerk's Office, in Will Book 12, page 89, devised his interest to Debbie G. Gingras, Barry J. Gooden, Sr., Brenda G. Donner, and Karen G. Clendenen. The said Brenda G. Donner died testate April 27, 2021, and by her will dated, September 18, 1990, probated March 4, 2022, in the aforesaid Clerk's Office, in Will Book 22, page 31, devised her interest in the property to her husband, David Donner.

G

Parcel V:

ALL that certain lot, piece or parcel of land, lying and being in Black Creek District, New Kent County, Virginia, designated as Parcel 3, containing 12.219 acres, more or less, on the plat of survey made by Edwards, Kretz, Lohr & Associates, Inc., dated September 28, 2010, last revised October 26, 2016, entitled, "Survey and Plat Showing a Boundary Line Adjustment of 4 Parcels Being Part of the Eldon D. Gooden Estate Parcels 20-14-1, 20-14-2, 20-14-3 and Timothy W. Young Parcel 20-14-13 Located on the North Line of State Route 269, Black Creek District, New Kent County, Virginia," which plat is recorded in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Plat Book 21, page 341, and to which plat reference is hereby made for a more particular description of the property.

BEING a part of the same real estate conveyed to Eldon D. Gooden and Nancy L. Gooden, husband and wife, as tenants by the entirety with the right of survivorship as at common law, by deed from Clinton J. Pomeroy, Jr., and Anne W. Pomeroy, husband and wife, dated December 1, 1986, recorded December 8, 1986, in the Clerk's Office, Circuit Court, New Kent County, Virginia, in Deed Book 130, page 128. The said Nancy L. Gooden died testate May 30, 1991. Her will being of record in Will Book 9, page 838, the said Eldon D. Gooden disclaimed Nancy L. Gooden's interest in the aforesaid real estate pursuant to disclaimers executed February 24, 1992, and February 28, 1992, and filed of record in the aforesaid Clerk's Office, on February 26, 1992, in Deed Book 177, page 494, and on February 28, 1992, in Deed Book 177, page 634, in accordance with Section 64.1-190 and 193 of the Code of Virginia. Nancy L. Gooden's 50% interest then passed by devise under her will to Debbie K. Gingras, Barry J. Gooden, Sr., Karen D. Gooden Clendenen and Brenda L. Gooden Morton Donner. The said Eldon D. Gooden died testate July 13, 1997, and by his will dated February 28, 1992, probated July 18, 1997, in the aforesaid Clerk's Office, in Will Book 12, page 89, devised his interest to Debbie G. Gingras, Barry J. Gooden, Sr., Brenda G. Donner, and Karen G. Clendenen. The said Brenda G. Donner died testate April 27, 2021, and by her will dated September 18, 1990, probated March 4, 2022, in the aforesaid Clerk's Office, in Will Book 22, page 31, devised her interest in the property to her husband, David Donner.

INSTRUMENT 240000722
RECORDED IN THE CLERK'S OFFICE OF
NEW KENT COUNTY CIRCUIT COURT ON
MARCH 11, 2024 AT 10:31 AM
\$2175.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$1087.50 LOCAL: \$1087.50
AMY P. CRUMP, CLERK
RECORDED BY: KSM

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>Approval of Easements & Compensation for the Rt. 249 Waterline Project</p>
<p>Issue</p>	<p>Easements are necessary to complete the waterline project</p>
<p>Recommendation</p>	<p>Authorize the County Administrator to sign the easements</p>
<p>Fiscal Implications</p>	<p>Easements are included in the approved FY24 CIP request for the project</p>
<p>Policy Implications</p>	<p>Easements that cannot be obtained through negotiation may need to be acquired through condemnation/eminant domain</p>
<p>Legislative History</p>	<p>In January 2024, the BOS approved a compensation agreement to reimburse Rogers & Chenault for oversizing a portion of the waterline for the County's future needs. In February & March 2024, the BOS approved 22 easements for the project.</p>
<p>Discussion</p>	<p>The waterline alignment is within the VDOT right-of-way to the greatest degree possible, however topography, power poles and other obstructions require that the line deviate onto or close to the property lines. Temporary easements are needed for construction, and permanent easements for the life of the water line.</p>

Time Needed:	none	Person Appearing:	Mike Lang
Request prepared by:	Mike Lang	Telephone:	804 966 9625
Copy provided to:			

ATTACHMENTS:

Description	Type
19-31A Franscisco	Cover Memo
20-15B Brockwell	Cover Memo
20-15C Brockwell	Cover Memo
20-15D Brockwell	Cover Memo

20-28 Brockwell
Wright_20C-1-18

Cover Memo
Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Utilities	Lang, Mike	Approved	3/26/2024 - 7:21 AM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:43 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 9:20 AM

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: 19-31A

GPIN K06-3015-4395

Exempt From Taxation
Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA
TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT is made and entered into this 21st day of February, 2014 by and between **Alice Francisco Ruffin A/K/A Alice F. Ruffin, Trustee of the James C. Francisco Trust dated April 12, 2012** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto the County the following described Temporary Construction Easement:

1. A variable width temporary construction easement located over, in and across the land of the Grantor as shown on Exhibit A, which is attached and incorporated by reference to this Deed of Temporary Construction Easement (the "Temporary Easement"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished.
2. The Temporary Easement is for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water system, including, but not limited to, pipes, mains, inlet structures, pumps, hydrants and related facilities (collectively, the "Facilities").
3. The Temporary Easement is subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, inlet structures, hydrants, pumps, and related Facilities and structures will be and remain the property of the County.
 - b) Grantor may not charge the County for its use of the property occupied by the County for its of the Property in exercising the rights granted under this Deed of Temporary Easement.
 - c) The County and its agents have full and free use of the Temporary Easement for the

purposes named, and have all rights and privileges reasonably necessary to the utilization of the Temporary Easement including a right of ingress to and egress from the Temporary Easement, where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Temporary Easement; provided, however, that such right to use adjoining lands for the Grantor will be exercised only during periods of actual construction or maintenance of the Temporary Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to such adjoining lands of the Grantor caused by the County's use pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.

- d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities, on, in, under, above, or near the Temporary Easement being conveyed that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Temporary Easement; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth, or other facilities located within the Temporary Easement.
- e) The Grantor reserves the right to make any use of the Temporary Easement herein granted which are consistent with the rights herein conveyed and do not interfere with the use of said Temporary Easement by the County for the purposes named.; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Temporary Easement without obtaining prior written approval from the County.
- f) The Temporary Easement and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the property.
- g) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Temporary Easement.
- h) The Grantor covenants that he is seized of the property on which the Temporary Easement is situated in fee simple absolute; that he has the full right and authority to convey the Temporary Easement to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters or record as of the date of this instrument; that the County will have quiet possession of the Temporary Easement free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Temporary Easement as may be required by the County in its sole

discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to this Temporary Easement of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the property.

- i) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Alice Francisco Ruffin A/K/A Alice F. Ruffin,

Trustee of the James C. Francisco Trust dated

April 12, 2012

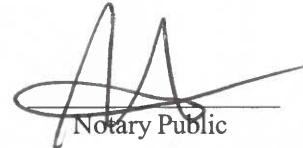
CITY/COUNTY OF Virginia Beach
STATE/COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me 2/21, 2024,

by Alice Ruffin.

My commission expires: 10/31/2025

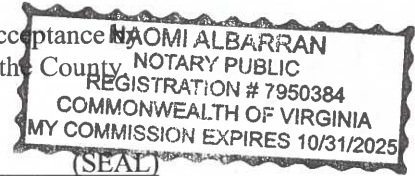
Notary registration number: 7950384


Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance of the County is evidenced by the following signature of an authorized official of the County.

Name: _____
Title: _____

Name: _____
Title: _____



COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, revised on 10/19/2023, is on the following page.

VCS NAD83 SOUTH ZONE

N/F
JOHN A. PEMBERTON
GPIN: K06-3155-4530
TAX PARCEL: 19-31B
D.B. 156, PG. 636

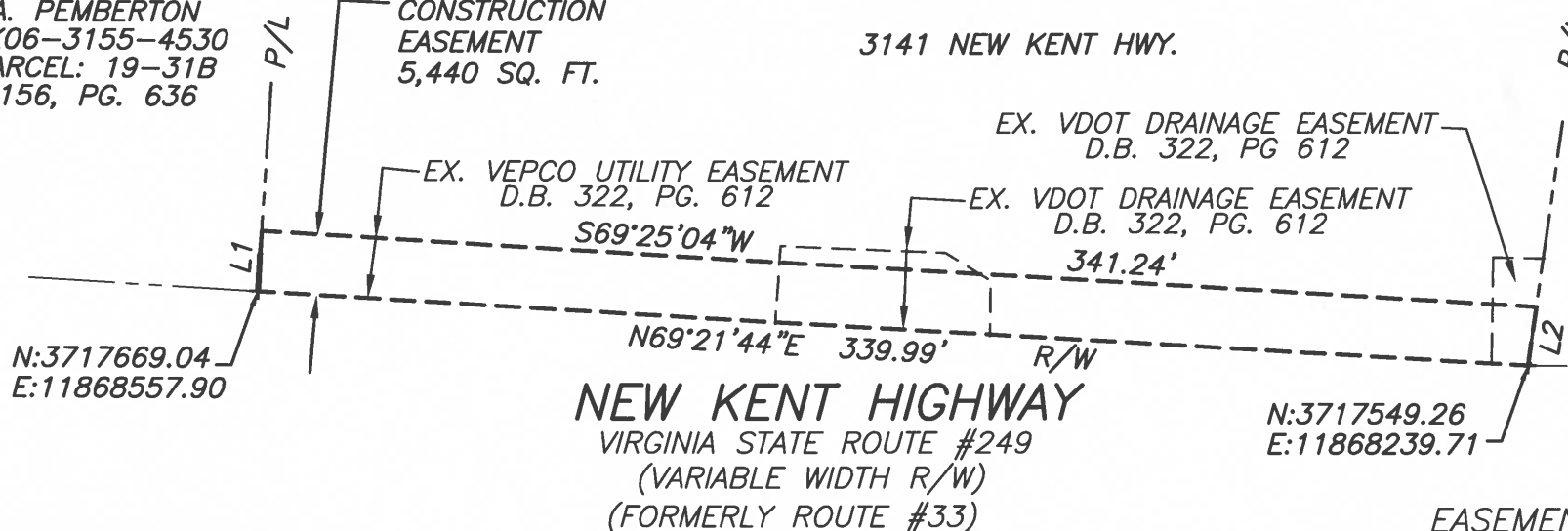
10' TEMPORARY
CONSTRUCTION
EASEMENT
5,440 SQ. FT.

JAMES C. FRANCISCO, TRUST

GPIN: K06-3015-4395
TAX PARCEL: 19-31A
INSTR. # 220004531
P.B. 21, PG. 254

3141 NEW KENT HWY.

N/F
KEVIN D. AND
NANCY L. DEVERS
GPIN: K06-2280-4109
TAX PARCEL: 19-31E
D.B. 678, PG. 1402
P.B. 21, PG. 310-311



LINE	BEARING	DISTANCE
L1	S20°37'49\"E	16.14'
L2	N16°07'04\"W	15.85'

0 50 100
SCALE: 1" = 50'

EASEMENT PLAT SHOWING A
10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF
JAMES C. FRANCISCO, TRUST

GPIN: K06-3015-4395
BLACK CREEK DISTRICT
NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED
AS PREPARED BY PRIORITY TITLE AND
ESCROW, LLC REPORT FILE
#062312930-5 DATED 7-19-2023

2. PROPERTY LINES SHOWN HEREON
BASED ON COMPILED DEED
DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1
DATE: 10/06/2023 LAST REVISED: 10/19/2023



Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Janet Davis Brockwell A/K/A Janet D. Brockwell and
James Nelson Brockwell A/K/A James N. Brockwell
Mailing Address: 3511 New Kent Hwy., Quinton, VA 23141
Tax Map Parcel(s): 20-15B

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-15B (the "Easement") dated March 15, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Janet Davis Brockwell A/K/A Janet D. Brockwell and James Nelson Brockwell A/K/A James N. Brockwell ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is **\$3767.50** which will be credited towards the fees associated with the water connection fee of the parcel as well as additional compensation of **8,134.40** paid via check.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3-13-24

Signature: Janet Brockwell

Name: Janet Brockwell
JANET BROCKWELL

Title: CO OWNER

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: **20-15B**

GPIN **L07-1055-0330**

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 15th day of March 2024, by and between **Janet Davis Brockwell A/K/A Janet D. Brockwell and James Nelson Brockwell A/K/A James N. Brockwell** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

W I T N E S S E T H:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20-15B** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 06, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Janet Davis Brockwell A/K/A

Janet D. Brockwell

GRANTOR

James Nelson Brockwell A/K/A

James N. Brockwell

Janet D. Brockwell James N. Brockwell

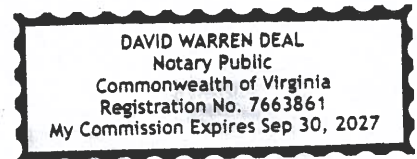
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me March 15, 2024,

by David Warren Deal

My commission expires: 9/30/2027

Notary registration number: 7663861



David Warren Deal
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, on the following page.

VCS NAD83 SOUTH ZONE

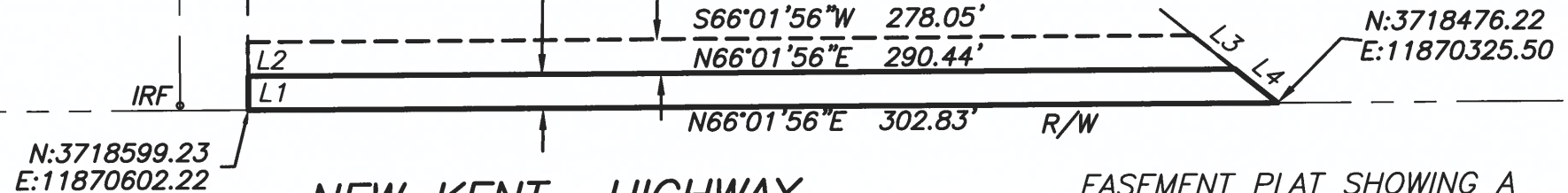
N/F
JANET D. AND JAMES N.
BROCKWELL
GPIN: L07-1211-0313
TAX PARCEL 20-15D
INSTR. #070004802

JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: L07-1055-0330
TAX PARCEL 20-15B
INSTR. #070004802
D.B. 108, PG. 305 (PLAT)
3511 NEW KENT HWY.

N/F
JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: K07-1304-4837
TAX PARCEL 20-28
D.B. 515, PG. 714

10' PERMANENT
UTILITY EASEMENT
2,966 SQ. FT.

10' TEMPORARY
CONSTRUCTION EASEMENT
2,842 SQ. FT.



LINE	BEARING	DISTANCE
L1	S24°06'36"E	10.00'
L2	S24°06'36"E	10.00'
L3	N75°06'36"W	15.94'
L4	N75°06'36"W	15.94'

NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(VARIABLE WIDTH R/W)
(FORMERLY ROUTE No. 33)

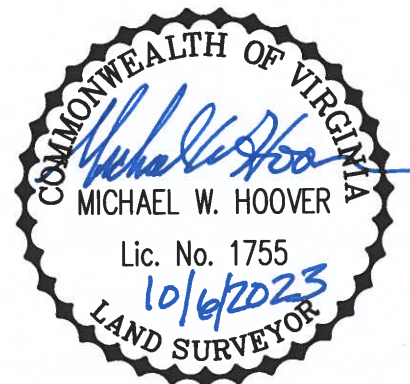
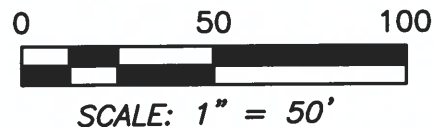
EASEMENT PLAT SHOWING A
10' PERMANENT UTILITY EASEMENT &
10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF
**JANET D. BROCKWELL AND
JAMES N. BROCKWELL**


GPIN: L07-1055-0330
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED
AS PREPARED BY PRIORITY TITLE AND
ESCROW, LLC REPORT FILE
#062312930-5 DATED 7-19-2023
2. PROPERTY LINES SHOWN HEREON
BASED ON COMPILED DEED
DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1	
DATE: 10/06/2023 LAST REVISED: 10/06/2023	
 Dewberry®	
Dewberry Engineers Inc.	4805 LAKE BROOK DRIVE SUITE 200 GLEN ALLEN, VA 23060 PHONE: 804.290.7957 WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): James Nelson Brockwell A/K/A James N. Brockwell and
Debbie Marie Bonevich Brockwell A/K/A Debbie M. Bonevich Brockwell
Mailing Address: PO Box 647, Quinton, VA ~~23141~~ 23041
Tax Map Parcel(s): 20-15C

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-15C (the "Easement") dated March 15, 2024 between all persons or entities that have an interest in the listed Tax Parcel, James Nelson Brockwell A/K/A James N. Brockwell and Debbie Marie Bonevich Brockwell A/K/A Debbie M. Bonevich Brockwell ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$3767.50 which will be credited towards the fees associated with the water connection fee of the parcel as well as additional compensation of \$232.50 paid via check.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3/15/24

Signature: 

Name: James N. Brockwell

Title: co-owner

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: **20-15C**
GPIN **L07-1595-0137**

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 15th day of March 2024, by and between **James Nelson Brockwell A/K/A James N. Brockwell and Debbie Marie Bonevich Brockwell A/K/A Debbie M. Bonevich Brockwell** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20-15C** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 19, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseedling or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

James Nelson Brockwell

A/K/A James N. Brockwell

GRANTOR

Debbie Marie Bonevich Brockwell

A/K/A Debbie M. Bonevich Brockwell

James Nelson Brockwell

Debbie Marie Bonevich Brockwell

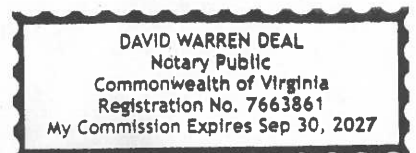
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me March 15, 2024,

by David Warren Deal

My commission expires: 9/30/2027

Notary registration number: 7663861



David Warren Deal
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, revised on October 19, 2023, on the following page.



N/F
GIBRALL CHESTER PROPERTIES, LLC.
GPIN: L07-1580-0509
TAX PARCEL 20-15A
INSTR. # 130004236

N:3718668.38
E:11870757.76

**JAMES N. BROCKWELL AND
DEBBIE M. BONEVICH BROCKWELL**

GPIN: L07-1595-0137
TAX PARCEL 20-15C
D.B. 433, PG. 708
D.B. 108, PG. 305 (PLAT)

3501 NEW KENT HWY.

VARIABLE WIDTH
PERMANENT
UTILITY EASEMENT
1,849 SQ. FT.
10' WIDE TEMPORARY
CONSTRUCTION ESMT.
1,581 SQ. FT.

S66°01'56"W 118.22'

S66°01'56"W 122.29'

R/W

N66°01'56"E 150.22'

IRF

N:3718607.36
E:11870620.50

N/F
JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: L07-1211-0313
TAX PARCEL 20-15D
INSTR. # 070004802
D.B. 108, PG. 305 (PLAT)

LINE	BEARING	DISTANCE
L1	S24°06'36"E	29.25'
L2	S65°53'33"W	8.07'
L3	N69°53'32"W	27.71'
L4	N24°06'36"W	10.00'
L5	S24°06'36"E	10.00'
L6	S65°53'33"W	12.14'
L7	N69°53'32"W	27.72'
L8	N24°06'36"W	10.00'

NEW KENT HIGHWAY

VIRGINIA STATE ROUTE 249
(50' R/W)
(FORMERLY ROUTE No. 33)



SCALE: 1" = 30'

EASEMENT PLAT SHOWING A
VARIABLE WIDTH PERMANENT UTILITY EASMENT &
10' TEMPORARY CONSTRUCTION EASEMENT

ACROSS THE PROPERTY OF

**JAMES N. BROCKWELL AND
DEBBIE M. BONEVICH BROCKWELL**

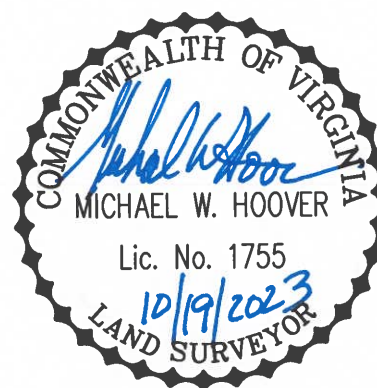
GPIN: L07-1595-0137
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED
AS PREPARED BY PRIORITY TITLE AND
ESCROW, LLC REPORT FILE
#062312930-7 DATED 7-19-2023

2. PROPERTY LINES SHOWN HEREON
BASED ON COMPILED DEED
DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1

DATE: 10/06/2023 LAST REVISED: 10/19/2023



**Dewberry
Engineers Inc.**

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Janet Davis Brockwell A/K/A Janet D. Brockwell and
James Nelson Brockwell A/K/A James N. Brockwell
Mailing Address: 3511 New Kent Hwy., Quinton, VA 23141
Tax Map Parcel(s): 20-15D

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-15D (the "Easement") dated March 15, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Janet Davis Brockwell A/K/A Janet D. Brockwell and James Nelson Brockwell A/K/A James N. Brockwell ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is **\$446.40**.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3/15/24

Signature: Janet Brockwell

Name: JANET Brockwell

Title: Co Owner

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: **20-15D**
GPIN **L07-1211-0313**

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 15th day of March 2024, by and between **Janet Davis Brockwell A/K/A Janet D. Brockwell and James Nelson Brockwell A/K/A James N. Brockwell** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20-15D** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 06, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseedling or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Janet Davis Brockwell A/K/A

Janet D. Brockwell

GRANTOR

James Nelson Brockwell A/K/A

James N. Brockwell

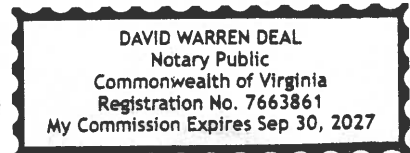
Janet D Brockwell James N Brockwell
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me March 15, 2021,

by David Warren Deal

My commission expires: 9/30/2027

Notary registration number: 7663861



David Warren Deal
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, on the following page.

VCS NAD83 SOUTH ZONE

N/F
JAMES N. BROCKWELL AND
DEBBIE M. BONEVICH BROCKWELL
GPIN: L07-1595-0137
TAX PARCEL: 20-15C
D.B. 433, PG. 708
D.B. 108, PG. 305 (PLAT)

JANET D. BROCKWELL
AND JAMES N. BROCKWELL
GPIN: L07-1211-0313
TAX PARCEL 20-15D
INSTR. #070004802
D.B. 108, PG. 305 (PLAT)
3511 NEW KENT HWY.

N/F
JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: L07-1055-0330
TAX PARCEL 20-15B
INSTR. #070004802
D.B. 108, PG. 305 (PLAT)

10' PERMANENT
UTILITY EASEMENT
200 SQ. FT.

10' TEMPORARY
CONSTRUCTION EASEMENT
200 SQ. FT.

N:3718607.36
E:11870620.50

N:3718599.23
E:11870602.22

NEW KENT HIGHWAY

VIRGINIA STATE ROUTE 249
(50' R/W)
(FORMERLY ROUTE No. 33)

LINE	BEARING	DISTANCE
L1	S24°06'36"E	10.00'
L2	S66°01'56"W	20.00'
L3	N24°06'36"W	10.00'
L4	N66°01'56"E	20.00'
L5	S24°06'36"E	10.00'
L6	S66°01'56"W	20.00'
L7	N24°06'36"W	10.00'

0 50 100



SCALE: 1" = 50'

EASEMENT PLAT SHOWING A
10' PERMANENT UTILITY EASEMENT &
A 10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF
**JANET D. BROCKWELL AND
JAMES N. BROCKWELL**

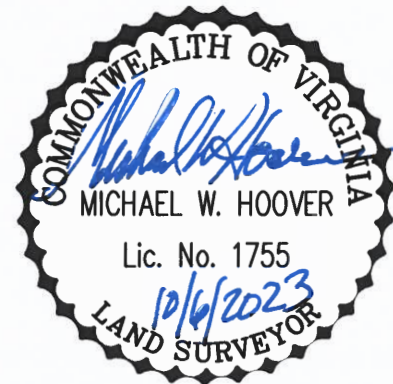
GPIN: L07-1211-0313
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED
AS PREPARED BY PRIORITY TITLE AND
ESCROW, LLC REPORT FILE
#062312930-7 DATED 7-19-2023

2. PROPERTY LINES SHOWN HEREON
BASED ON COMPILED DEED
DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1

DATE: 10/06/2023 LAST REVISED: 10/06/2023



Dewberry®

**Dewberry
Engineers Inc.**

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Janet Davis Brockwell A/K/A Janet D. Brockwell and
James Nelson Brockwell A/K/A James N. Brockwell
Mailing Address: 3511 New Kent Hwy., Quinton, VA 23141
Tax Map Parcel(s): 20-28

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-28 (the "Easement") dated March 15, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Janet Davis Brockwell A/K/A Janet D. Brockwell and James Nelson Brockwell A/K/A James N. Brockwell ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is **\$22,944.96**.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3/15/24

Signature: Janet Brockwell

Name: JANET Brockwell

Title: Co-Owner

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: **20-28**
GPIN **K07-1304-4837**

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 15th day of March 2024, by and between **Janet Davis Brockwell A/K/A Janet D. Brockwell and James Nelson Brockwell A/K/A James N. Brockwell** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20-28** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 19, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseedling or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Janet Davis Brockwell A/K/A

Janet D. Brockwell

GRANTOR

James Nelson Brockwell

A/K/A James N. Brockwell

Janet D. Brockwell James N. Brockwell
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

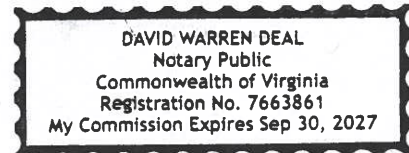
The foregoing instrument was acknowledged before me

March 15, 2024

by David Warren Deal

My commission expires: 9/30/2027

Notary registration number: 7663861



David Warren Deal
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____

_____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by
_____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, revised on October 19, 2023, is on the following page.

N/F
JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: L07-1055-0330
TAX PARCEL 20-15B
INSTR. # 070004802

JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: K07-1304-4837
TAX PARCEL 20-28
D.B. 515, PG. 714

3401 NEW KENT HWY.

10' PERMANENT
UTILITY EASEMENT
6,225 SQ. FT.

10' TEMPORARY CONSTRUCTION
EASEMENT
6,349 SQ. FT.

S66°01'56"W 641.11'
S66°01'56"W 628.70'

N66°01'56"E 616.30'

NEW KENT HIGHWAY

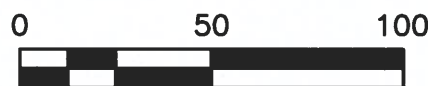
VIRGINIA STATE ROUTE 249
(VARIABLE WIDTH R/W)
(FORMERLY ROUTE No. 33)

N:3718476.22
E:11870325.50

EASEMENT PLAT SHOWING A
10' & A VARIABLE WIDTH
PERMANENT UTILITY EASEMENT &
TWO 10' VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENTS ACROSS THE PROPERTY OF

JANET D. BROCKWELL AND
JAMES N. BROCKWELL

GPIN: K07-1304-4837
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA



SCALE: 1" = 50'

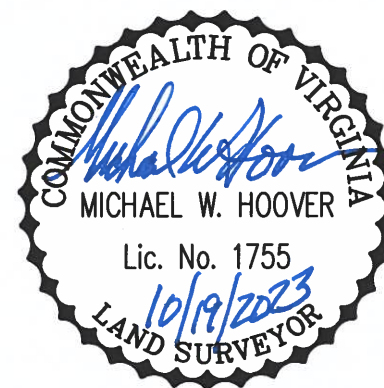
NOTES:

1. A TITLE REPORT WAS FURNISHED
AS PREPARED BY PRIORITY TITLE AND
ESCROW, LLC REPORT FILE
#062312930-4 DATED 7-19-2023

2. PROPERTY LINES SHOWN HEREON
BASED ON COMPILED DEED
DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.

LINE	BEARING	DISTANCE
L1	S75°06'36"E	15.94'
L2	N24°00'01"W	10.00'
L3	S75°06'36"E	15.94'
L4	N24°00'01"W	10.00'
L5	S24°00'01"E	10.00'
L6	S21°08'42"W	35.45'
L7	S65°59'59"W	9.75'
L8	N10°01'34"W	36.07'
L9	S24°00'01"E	10.00'
L10	N21°08'42"E	14.18'



SHEET 1 OF 3

DATE: 10/06/2023 LAST REVISED: 10/19/2023



Dewberry®

Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184

MATCH TO SHEET 1

VCS NAD83 SOUTH ZONE

JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: K07-1304-4837
TAX PARCEL 20-28
D.B. 515, PG. 714
3401 NEW KENT HWY.

N:3718207.60
E:11869770.48

211.24'

R/W

N65°59'59"E

582.89' (TOTAL)

N:3718125.10
E:11869575.00

MATCH TO SHEET 3

R/W

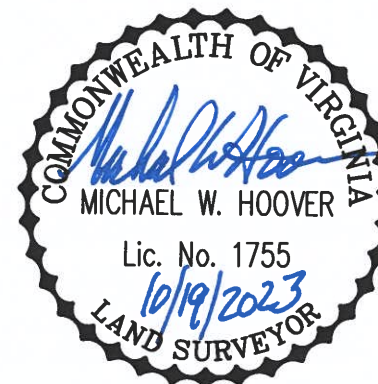
NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(VARIABLE WIDTH R/W)
(FORMERLY ROUTE No. 33)

0 50 100
SCALE: 1" = 50'

EASEMENT PLAT SHOWING A
10' & A VARIABLE WIDTH
PERMANENT UTILITY EASEMENT &
TWO 10' TEMPORARY CONSTRUCTION EASEMENTS
ACROSS THE PROPERTY OF

JANET D. BROCKWELL AND
JAMES N. BROCKWELL

GPIN: K07-1304-4837
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA



SHEET 2 OF 3

DATE: 10/06/2023 LAST REVISED: 10/19/2023



Dewberry®

Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184

JANET D. BROCKWELL AND
JAMES N. BROCKWELL
GPIN: K07-1304-4837
TAX PARCEL: 20-28
D.B. 515, PG. 714

3401 NEW KENT HWY.

VARIABLE WIDTH PERMANENT
UTILITY EASEMENT
4,200 SQ. FT.

10' TEMPORARY CONSTRUCTION
EASEMENT
3,496 SQ. FT.

N/F
MARK S. DANIEL
GPIN: K06-3455-4842
TAX PARCEL 19-51
INSTR. # 190000254

VCS NAD83 SOUTH ZONE

S65°59'58"W 354.62'
S65°59'46"W 344.58'
370.75'

L7
L6
L8
L10

N:3717974.30
E:11869236.30

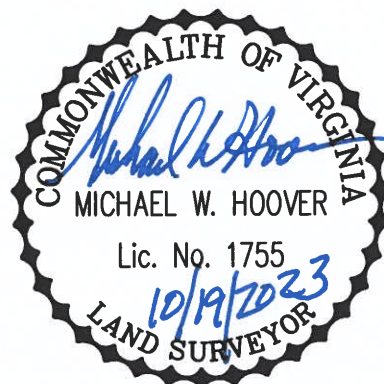
NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(VARIABLE WIDTH R/W)
(FORMERLY ROUTE No. 33)

EASEMENT PLAT SHOWING A
10' & A VARIABLE WIDTH
PERMANENT UTILITY EASEMENT &
TWO 10' TEMPORARY CONSTRUCTION EASEMENTS
ACROSS THE PROPERTY OF
JANET D. BROCKWELL AND
JAMES N. BROCKWELL

GPIN: K07-1304-4837
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA



SCALE: 1" = 50'



SHEET 3 OF 3

DATE: 10/06/2023 LAST REVISED: 10/19/2023



Dewberry®

Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184



C. Michael Lang, PG
Director
Department of Public Utilities
PO Box 130
New Kent, VA 23124
Phone 804-966-9678
Fax 804-966-7135

OFFICIAL NOTIFICATION

To: Mr. & Mrs. Paul Wright

From: Mike Lang
Director, New Kent DPU

Ref: Easement Agreement for TM# 20C-1-18 & TM# 20C-1-19
4317 New Kent Highway

This notification may be considered an addendum to the recorded easement agreement and plat between the parcel owner and the County of New Kent. As agreed upon during our on-site visit on December 4, 2023, the completed project will include driveway restoration & re-paving in a manner such that only a single cut in the driveway remains, instead of a trenched area with asphalt patch, at no additional cost to the Grantor. This will be communicated to the County's construction project management team and indicated on the final approved construction plans prior to issuance of the Notice to Proceed to the contractor.

In addition, the combined easement compensation for these two parcels will be applied towards the water service connection and availability fees for TM# 20C-1-18.

Upon submission of a completed application for utility service the following fees will be due, plus the prevailing water service deposit at the time of application:

Water Connection Fee:	\$4650.00
Water Availability Fee:	\$2500.00
Meter Fee:	\$ 350.00
Admin Fee:	\$ 35.00
Total Fees:	\$7535.00
Fee Credit:	<u>(\$6200.00)</u>
Remaining Fees Due:	\$1335.00

DPU will install or have installed a water service line, meter box and setter at a location agreed upon by DPU and the owner upon receipt of the application and fees.

The Fee Credit is transferrable with TM# 20C-1-18 and only expires when a utility service application is received.

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Paul Daniel Wright, Jr. A/K/A Paul D. Wright, Jr. and
Ellen S. Wright, Husband and Wife
Mailing Address: 4317 New Kent Hwy., Quinton, VA 23141
Tax Map Parcel(s): 20C-1-18

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20C-1-18 (the "Easement") dated December 19, 2023 between all persons or entities that have an interest in the listed Tax Parcel, Paul Daniel Wright, Jr. A/K/A Paul D. Wright, Jr. and Ellen S. Wright, Husband and Wife ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$5,600.00 which will be credited towards the fees associated with the connection of the parcel to the County water system.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 12-19-23

Signature: Ellen S Wright

Name: Ellen S Wright

Title: Co-owner

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: **20C-1-18**

GPIN **L08-2657-1962**

Exempt From Taxation
Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 19th day of December, 2023, by and between **Paul Daniel Wright, Jr. A/K/A Paul D. Wright, Jr. and Ellen S. Wright, Husband and Wife** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-18** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 3, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseedling or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

GRANTOR

Paul Daniel Wright, Jr. A/K/A

Ellen S. Wright

Paul D. Wright, Jr.

Paul D. Wright, Jr. Ellen S. Wright

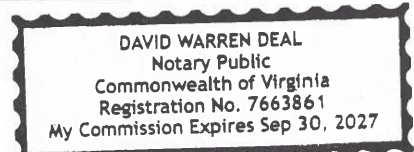
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me December 19, 2023

by David Warren Deal

My commission expires: 9/30/2027

Notary registration number: 7663861



David Warren Deal
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by
_____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 3, 2023, is on the following page.

VCS NAD83 SOUTH ZONE

N/F
PAUL D. WRIGHT, JR. AND
ELLEN S. WRIGHT
GPIN: L08-2821-1996
TAX PARCEL: 20C-1-19
D.B. 220, P. 610
D.B. 107, PG. 594 (PLAT)

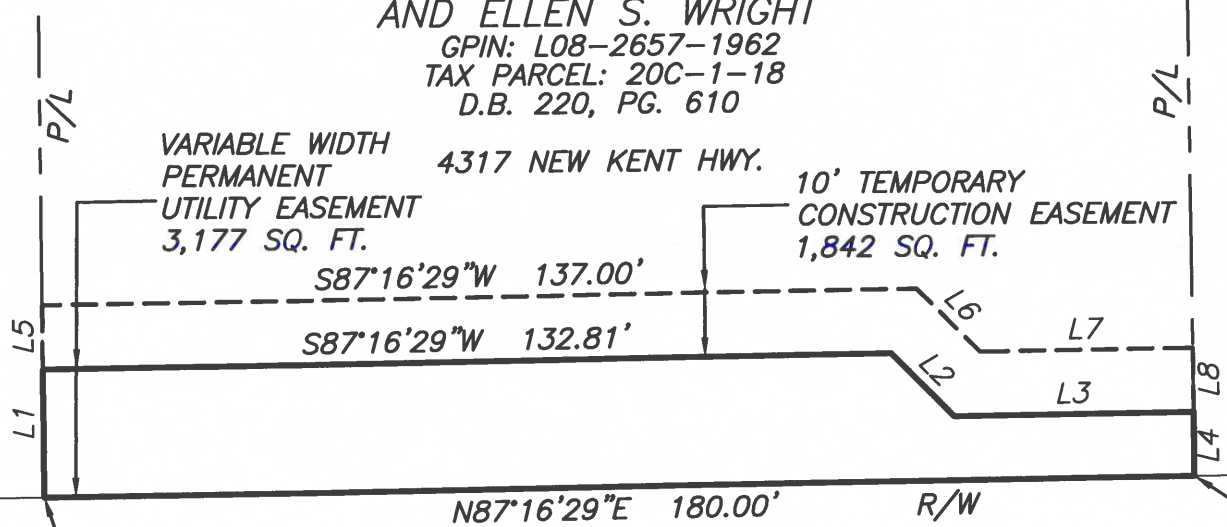
PAUL D. WRIGHT, JR.
AND ELLEN S. WRIGHT
GPIN: L08-2657-1962
TAX PARCEL: 20C-1-18
D.B. 220, PG. 610

N/F
TIMOTHY E. GREEN
GPIN: L08-2471-1952
TAX PARCEL: 20C-1-17
INSTR. #160001795
D.B. 101, PG. 340 (PLAT)

VARIABLE WIDTH
PERMANENT
UTILITY EASEMENT
3,177 SQ. FT.

10' TEMPORARY
CONSTRUCTION EASEMENT
1,842 SQ. FT.

4317 NEW KENT HWY.

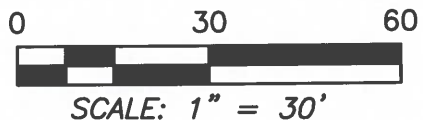


LINE	BEARING	DISTANCE
L1	S02°43'56"E	20.00'
L2	N47°13'44"W	14.02'
L3	S87°16'29"W	37.36'
L4	N02°43'56"W	10.00'
L5	S02°43'56"E	10.00'
L6	N47°13'44"W	14.02'
L7	S87°16'29"W	33.17'
L8	N02°43'56"W	10.00'

N:3720382.77
E:11876168.92

NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(50' R/W)
(FORMERLY ROUTE No. 33)

N:3720374.21
E:11875989.12



EASEMENT PLAT SHOWING A
VARIABLE WIDTH PERMANENT UTILITY EASEMENT &
10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF

PAUL D. WRIGHT, JR. AND
ELLEN S. WRIGHT

GPIN: L08-2657-1962
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED
AS PREPARED BY PRIORITY TITLE AND
ESCROW, LLC REPORT FILE
#062312930-32 DATED 08-01-2023


2. PROPERTY LINES SHOWN HEREON
BASED ON COMPILED DEED
DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1

DATE: 10/03/2023 LAST REVISED: 10/03/2023

 **Dewberry®**

Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	N/A
Subject	Approval of Agreements for Industrial Services
Issue	Agreements for critical services in water/wastewater operations have expired. DPU has issued a request for proposals to procure these services.
Recommendation	Authorize the County Administrator to sign the agreement
Fiscal Implications	Sludge hauling, sewer pump station cleaning and sewer pump maintenance are included in DPU's annual operating budgets, however, the new contract rates represent cost increases based on the current CPI. Vendors are hesitant to hold rates more than one year.
Policy Implications	none
Legislative History	agreements for these services were previously approved by the BOS in 2019
Discussion	Brockwells Septic & Service - WWTP sludge hauling and SPS cleaning Tencarva - sewer pump maintenance Capital City Services - on-call for vacuum truck services, industrial cleanings and permit-required confined space entry

Time Needed:	none	Person Appearing:	Mike Lang
Request prepared by:	Mike Lang	Telephone:	804 966 9625
Copy provided to:	County Attorney		

ATTACHMENTS:

Description	Type
Brockwells Agreement	Cover Memo
Tencarva Agreement	Cover Memo
Capital City Agreement	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
------------	----------	--------	------

Public Utilities	Lang, Mike	Approved	3/27/2024 - 9:07 AM
Administration	Hathaway, Rodney	Approved	3/27/2024 - 9:51 AM
Attorney	Everard, Joshua	Approved	3/28/2024 - 3:31 PM

CONTRACT

**Wastewater Industrial Services
Sludge Hauling & On-Call Services
New Kent County Department of Public Utilities
RFP #24-2101PU**

This contract ("Contract") is made this ____ day of _____, 2024 by and between the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Brockwell's Septic & Service, Inc. whose mailing address is PO Box 647, 3501 New Kent Highway, Quinton, Virginia 23124 (the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County issued RFP #24-2101PU and solicited proposals for Wastewater Industrial Services; and

WHEREAS, the Contractor submitted a responsive proposal; and

WHEREAS, the proposed service rates for sludge hauling and on-call services submitted by the Contractor are consistent with usual & customary rates, and have been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

1. **Scope of Services.** Contractor will perform all sludge hauling & disposal and on-call services as requested and agreed to by the County (the "Work") in accordance with the terms and conditions and as described in the County's Request for Proposals (the "RFP"), which is incorporated by reference and attached as Exhibit A, and the Contractor's proposal dated March 5, 2024, which is incorporated by reference and attached Exhibit B. If any discrepancies arise between this Contract document, Exhibit A, and Exhibit B, the order of precedence is as follows:
 1. This Contract document; then
 2. Exhibit A, including the General Terms and Conditions; then
 3. Exhibit B.
2. **Time of Performance.** The contract is effective for a period of five years, from April 15, 2024 to April 14, 2029.
3. **Costs.** Services performed under this contract must be performed upon the County's request for each service desired, in accordance with the time & materials rates provided below, as well as the rate sheet provided in Exhibit B of this agreement. Overtime rates will be applied for work performed on weekends (5:00 pm Friday to 7:00 am Monday), and holidays (5:00 pm the day before a recognized New Kent County holiday to 7:00 am the day after such a holiday).

Regular On-Call Rates (Overtime Rate 1.5 x regular rate)

Operator & Vacuum Truck	\$200.00/hour
Operator & Jetter	\$200.00/hour
Asst. Operator	\$115.00/hour
SPS waste/grease disposal	\$0.24/gallon

Sludge Hauling & Disposal Rates

Sludge Hauling (to Henrico)	\$330.00/load
Sludge Disposal (to Henrico)	\$0.12/gallon
Sludge Hauling (to HRSD)	\$440.00/load
Sludge Disposal (to HRSD)	\$0.26/gallon

4. **Payment** will be made subject to the terms of the RFP.
5. **Rights and Obligations.** The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. Any approved successor to the Contract will be bound by all its terms.
6. **General Terms and Conditions.** Contractor agrees to all other terms and conditions found in the RFP, including but not limited to, Appendix A of the RFP.
7. **Termination.** If the selected bidder proves themselves unable to accommodate the needs of the County, the County may terminate the contract immediately for cause. Otherwise, the Contract may be terminated for convenience by either party upon 30 days' written notice. There will be no cost or surcharge for contract termination prior to the end of the contract period. Payment will be due only for services provided prior to the termination date of the contract.
8. **Miscellaneous.**
 - a. This Contract is the entire agreement between the parties and may not be amended or modified, except by written agreement, signed by each party.
 - b. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract will be interpreted as in effect as if such unenforceable provisions were not included therein.
 - c. This Contract will be governed by the laws of the Commonwealth of Virginia. Any dispute regarding this Contract must be adjudicated in the Circuit Court of New Kent County, Virginia.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Contractor by its duly authorized officers, have caused this contract to be properly executed under seal, the day and year first above written.

Brockwell's Septic & Service, Inc.
CONTRACTOR

Seal: _____
Title: President
Date: _____

NEW KENT COUNTY

Seal: _____
Title: _____
Date: _____

Approved as to Form:

Joshua S. Everard
County Attorney

EXHIBIT A

Request for Proposals



Department of Public Utilities

**Water/Wastewater
Industrial Services**

March 4, 2024

**New Kent County
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678**

RFP #24-2101PU

The New Kent County Department of Public Utilities (DPU) is soliciting proposals from qualified firms for Industrial Services at various water, wastewater and reclaimed water facility locations around New Kent County, Virginia. Signed & sealed proposals will be received by US Mail, private courier or in person until **4:00 pm on Friday, March 22, 2024** at the following location:

**Public Utilities Office
New Kent County
PO Box 130
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9678**

Proposals should be **clearly labeled** on the outside of the sealed envelope:

“DO NOT OPEN - REQUEST FOR PROPOSALS – INDUSTRIAL SERVICES”

It is the submitting firm’s responsibility to verify that their proposal has been received by the time & date specified. Proposals that are not received on time or appropriately identified will be returned to the submitting firm unopened. All proposals received on time and appropriately labeled will be recorded. Proposals shall be submitted **in triplicate** in the sealed & labeled envelope.

All proposals received as directed above will be turned over to DPU for careful review and evaluation.

It is the intent of the RFP to determine the **most qualified contractor**, from which DPU could procure these services, at a cost **which represents the best value** to New Kent County. The Department of Public Utilities reserves the right to **waive minor formalities** in any proposal received, to **reject any or all proposals** in whole or in part, with or without cause. The Department reserves the right to **reject any conditional proposal** and will normally reject any proposal which makes it impossible to determine the intent of the proposal.

The **contact** for the referenced Request for Proposals is:

**C. Michael Lang, PG
Director
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678
cmlang@newkent-va.us**

GENERAL INFORMATION

PURPOSE

The New Kent County Department of Public Utilities (DPU) is soliciting written proposals from qualified firms for **Wastewater Industrial Services**.

BACKGROUND

DPU's annual operating budget and approved Capital Improvement Plan include several related tasks which fall under the umbrella of Water/Wastewater Industrial Services. Timeliness, reliability & communication are of the essence. These services are critical to the operation of the sewage collection & treatment system and consistently reliable providers are needed.

QUALIFICATIONS

For consideration, submitting firms should be able to demonstrate the following skills or certifications, either in their proposals or upon request by DPU:

- ✓ Proven experience in water/wastewater industry cleaning, hauling and/or disposal services
- ✓ Ability to handle DPU's project-specific needs, as well as on-call emergency services
- ✓ VDH Sewage Handling Permit (when applicable)
- ✓ DPOR Contractor's license (when applicable)
- ✓ Commercial Driver's License (when applicable)
- ✓ Specialized personnel, skill, equipment, certifications/licensure in one or more of the following areas:
 1. Wastewater sludge pumping, hauling & disposal
 2. Treatment plant basin & cleaning
 3. Sewer line jetting, cleaning & video inspection
 4. Sewer pump maintenance & repair
 5. Drinking water pump maintenance & repair
 6. On-call/emergency services

All work performed shall be in accordance with the latest edition of following standards & regulations, where applicable:

- New Kent County Department of Public Utilities (**DPU**) Design Standards
- Henrico County Department of Public Utilities Truck Hauled Waste Policy
- Hampton Roads Sanitation District (**HRSD**) Industrial Wastewater Discharge Regulations
- Occupational Safety & Health Administration (**OSHA**)
- U.S. Department of Transportation (**DOT**)
- Virginia Department of Environmental Quality (**DEQ**) and Department of Health (**VDH**) Regulations
- U.S. Environmental Protection Agency (**EPA**)
- Any other applicable local, state or Federal laws or regulations.

SERVICES TO BE PROVIDED UNDER THIS PROPOSAL

From this solicitation, New Kent DPU seeks to obtain cost estimates for the following services:

1. **Wastewater Sludge Hauling & Disposal** – The scope-of-work is to haul sludge or other waste generated from the wastewater treatment process to an approved disposal facility. It is expected at this time that the volume of sludge generated will be approximately 6000 gallons per day, and that the sludge needs to be hauled 5 to 6 days per week. As the County grows, the amount of sludge generated and subsequently hauled will increase accordingly. Costs should include all time,

materials, labor, equipment, fittings, hoses, licenses, permits, dump fees, etc. to pump & haul wastewater sludge from the Parham WWTP, and immediately deliver to an approved disposal facility as directed by DPU on a regularly scheduled basis.

Reliability, consistency & communication are paramount, to ensure that the treatment process is not adversely affected.

Sludge generated from the WWTP is approved & typically disposed at the following facilities, however, other facilities may be considered by DPU on a case-by-case basis:

Primary Destination: Henrico County Water Reclamation Facility
9101 WRVA Road
Richmond, Virginia

Secondary Destination: HRSD Williamsburg Plant
300 Ron Springs Drive
Williamsburg, Virginia

A signed **waste hauling & disposal ticket** shall be provided for each load hauled, showing:

- ✓ vehicle gross weight
- ✓ vehicle empty weight
- ✓ volume hauled in gallons
- ✓ driver's signature
- ✓ disposal facility operator's signature

The waste hauler must be able to connect to existing fittings at the shipping & receiving facilities, and to pump from the holding tank using their truck.

Waste to be hauled is primarily WWTP digester sludge, but may be hauled from any location within New Kent County and may include any waste generated as part of New Kent County's wastewater collection, pumping & treatment process, including (but not limited to): wastewater, raw sewage, sludge, septic waste, grit, grease, trash and floatable solids.

- 2. Sewer Pump Maintenance & Repair** - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace suction lift and submersible sewer pumps and grinders at the Parham Landing WWTP or any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.
- 3. Well & Pump Maintenance & Repair** - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace vertical turbine and submersible well pumps any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.
- 4. On-Call/Emergency Services** – If, in the opinion of DPU, services procured above do not adequately provide for the on-call or emergency industrial services, one or more additional vendors may be procured to provide for these services.

PROPOSAL EVALUATION & AWARD

Proposals should address the County's needs as outlined above. From the proposals received DPU may select one or more firms to provide on-call and emergency services, and from which to negotiate contracts for individual tasks orders which address DPU's existing needs.

Firms need not be proficient in all areas to submit a proposal.

Three (3) copies of the proposal shall be submitted under the submitting firms' letterhead, and shall:

- ✓ Include a written description that clearly states which of the above needs the proposal addresses
- ✓ Include a rate sheet or written description that clearly states all costs associated with the proposed work
- ✓ Include a minimum of three references
- ✓ Demonstrate a breadth of work experience & qualifications that complement the County's needs
- ✓ Include the "signature sheet" found in Appendix A
- ✓ Be limited to a total of 5 pages, single-sided (excluding references & signature sheet)

The proposals will be evaluated on:

- ✓ Demonstration of history & scope (if any) of the contractor's experience working for NKDPU
- ✓ Demonstration of prior experience with contracts of similar scope for other localities or companies
- ✓ Demonstration of the ability to receive & respond to emergency calls at any time, including nights, weekends & holidays
- ✓ Demonstration of the ability to efficiently & economically meet DPU's specific needs
- ✓ Favorable feedback from the client references provided
- ✓ Cost of services

For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in § [2.2-2006](#), a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

AVAILABLE FUNDS

If the proposals received indicate costs for the requested services exceed the available funds designated for the procurement, the County may, at its sole discretion, negotiate with selected offerors for an extended time frame for start/completion, a reduction in the specified scope-of-work, substitution of specified materials, etc. which can be procured within the available funds.

PAYMENT

Payments on invoices received for services rendered will be made **net 30 days upon receipt of the firm's invoice**. Invoicing and payment shall be in strict accordance with the cost time & materials rates provided by the submitting firm and signed by DPU.

CONTRACT CHANGES

Proposed changes to the contract terms **shall be submitted to DPU in writing**. There shall be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from DPU**.

CONTRACT TERMINATION

If the selected firm proves unable to accommodate the needs of the County, or if the services provided prove to be of inferior quality or other than that specified, the County may terminate the contract immediately for cause. Otherwise, the contract may be terminated for convenience by either party upon 30 days written notice. There shall be no cost or surcharge for contract termination prior to the end of the contract period. Payment shall be due only for services provided prior to the termination date of the contract.

TERMS AND CONDITIONS OF THE CONTRACT

The general terms and conditions that will govern any resulting contract, including time & materials rates, will be in accordance with the Terms & Conditions outlined in Appendix A, and will be incorporated into the contract.

FURTHER INFORMATION

Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike Lang, Assistant Director of Public Utilities at (804) 966-9678. Any other questions may be directed to the County Attorney's office at (804) 966-8559.

COOPERATIVE PROCUREMENT

This solicitation allows for cooperative procurement, as authorized by the Code of Virginia Section 2.2-4304; which authorizes other public bodies (whom do not have to be named) to utilize cooperative procurement to satisfy requirements for goods and non-professional services. Public bodies not named specifically in this solicitation desiring to purchase from the resulting contract may do so if the contract is modified in writing with concurrence from the contractor to add the specific public body.

REPORTING & DELIVERY INSTRUCTIONS

Signed & sealed proposals will be received by US Mail, private courier or in person until **4:00 pm on Friday, March 22, 2024** at the following location:

**Public Utilities Office
New Kent County
7051 Poindexter Road
PO Box 130
New Kent, Virginia 23124
(804) 966-9678**

Proposals should be **clearly labeled** on the outside of the sealed envelope:

“DO NOT OPEN - REQUEST FOR PROPOSALS – INDUSTRIAL SERVICES”

It is the submitting firm's responsibility to verify that their proposal has been received by the time & date specified. Proposals that are not received on time or appropriately identified will be returned to the

submitting firm unopened. All proposals received on time and appropriately labeled will be recorded. Proposals shall be submitted **in triplicate** within the sealed & labeled envelope.

PAYMENT

Payments on invoices received for services rendered shall be made **net 30 days upon receipt of the firm's invoice.**

APPENDIX A

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in **three (3)** copies, marked “Industrial Services” (the “Proposal”) will be received no later than 4:00 PM, Local Time Prevailing, on Friday, December March 22, 2024 at:

New Kent County, Public Utilities Department
PO Box 130
7051 Poindexter Road
New Kent, VA 23124

- 1.2 Should an offeror decide to utilize an express delivery service, please note that we are not located on Courthouse Circle off of State Route 249 at the New Kent County Courthouse Complex, but rather on Poindexter Road off of Route 155. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with proposal subject, **“Industrial Services”**.
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Public Utilities personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 If an offeror is an individual with a disability and requires a reasonable accommodation to participate in the procurement of the Contract, please notify the Public Utilities Department at (804) 966-9678, three working days prior to need.
- 1.6 Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County reserves the right to award in part or in whole or to reject any or all proposals.
- 1.7 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

APPENDIX A

- 1.8 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should limit their response to 5 typed pages.** Product literature or manufacturer's data sheets may be submitted as an attachment to the 5-page proposal.
- 1.9 Minority Bidders: New Kent County encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals.
- 1.10 Proprietary Information: Section 2.2-4342 F of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary."

2.0 SELECTED TERMS AND CONDITIONS OF THE CONTRACT

- 2.1 The general terms and conditions that will govern any resulting contract, including time & materials rates, will be negotiated with the selected offeror at a later date.

3.0 MINIMUM INSURANCE COVERAGES AND LIMITS

- 3.1 Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the county of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 3.2 Employer's Liability - \$100,000.
- 3.3 Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. New Kent County must be named as an additional insured and so endorsed on the policy.
- 3.4 Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by New Kent County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

4.0 Intentionally Deleted.

5.0 Intentionally Deleted.

6.0 Intentionally Deleted.

APPENDIX A

7.0 Intentionally Deleted.

8.0 Intentionally Deleted.

9.0 Intentionally Deleted.

10.0 QUALITY COMMITMENT

10.1 New Kent County desires to ensure that the highest quality of products and services are provided to its citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

11.0 CONTRACT TERM AND PRICING

11.1 The contract awarded shall be for a period of up to 5 years from the date of the signed agreement.

11.2 All work performed for each project shall be in accordance with the time & materials rates negotiated.

12.0 SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

12.1 EVALUATION CRITERIA

12.1.1 Proposals should conform to the guidelines & criteria outlined in the RFP.

12.2 SELECTION CRITERIA

12.2.1 The public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss non-binding fee schedules for services. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiation shall then be conducted, beginning with the offerors ranked first. If contracts satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to those offerors. Otherwise, negotiations with any and all of those offerors ranked first shall be formally terminated and negotiations conducted with the next ranking offerors, and so on until such a contract can be negotiated at a fair and reasonable price. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

APPENDIX A

12.3 REFERENCES

- 12.3.1 Included in their Proposal, all offerors shall include a list of a minimum of three references, from similar projects only, who have a direct experience with the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contract persons, and phone numbers of all references.
- 12.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12.4 NO CONTACT POLICY

- 12.4.1 After the date and time established for receipt of proposals by the County, by any offeror with any County representative, other than the County Attorney, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

12.5 FURTHER INFORMATION

- 12.5.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike Lang, Director of Public Utilities at (804) 966-9678. Any other questions may be directed to the County Attorney's office at (804) 966-8559.

**REMAINDER OF PAGE
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APPENDIX A

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposals.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of New Kent and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of New Kent, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of New Kent.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Fed ID No: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ **Fax No:** (____) _____

My Authority to Bind my firm is found in _____
_____(Evidence of such authority is Attached)

Date: _____

To receive consideration for award, this signature sheet must be returned along with the Proposal to the RFP to the Administration Department and it shall be part of your response.

EXHIBIT B



March 5, 2024

RE: Request for Proposal – Industrial Services

Attn: C. Michael Lang
Assistant Director of Public Utilities
New Kent County
7051 Poindexter Road
New Kent, VA 23124

Mr. Lang:

Brockwell's Septic and Service, Inc., (Brockwell's) a New Kent County business since 1994, offers to bid on Sections 1 and 4 of the Request for Proposals for Industrial Services dated March 4, 2024. Section 1 is Wastewater Sludge Hauling and Disposal and Section 4 is On-Call Emergency Services. Brockwell's bid on Section 4 will be for only On-Call Emergency Services regarding pumping and hauling of wastewater. Brockwell's will *not* offer a bid on Section 2 Sewer Pump Maintenance and Repair or Section 3 Well and Pump Maintenance and Repair.

1. Wastewater Sludge Hauling & Disposal

Brockwell's began offering large volume wastewater hauling in 1999 and it is one of our core lines of service. Since 1999, Brockwell's has hauled nearly 16 million gallons of digester sludge with most of that sludge originating in New Kent County. Brockwell's has hauled sludge from the Chickahominy Wastewater Treatment Plant between 2002 and 2010 and from the Parham Landing Wastewater Treatment Plant between 2001 and 2016. Brockwell's reestablished its hauling services with New Kent County in June 2018 when Atlantic Heating and Cooling Services, Inc. could not fulfill its contractual obligations to New Kent County.

Since 2001 Brockwell's has dutifully fulfilled its obligation to New Kent County without incident. Prior to 2005 Brockwell's was hauling all loads in 2,500-gallon vacuum trucks. In 2005 Brockwell's purchased its first 5,000-gallon vacuum truck because it made the hauling more efficient and could haul twice as much at the same expense to New Kent County. In 2011, Brockwell's purchased a 6,000-gallon vacuum tanker and tractor to make the job even more efficient allowing the ability to haul even more sludge per trip. In each case, Brockwell's bore the expense of the equipment without raising fees to New Kent County and was able to save the county money by reducing the annual number of trip charges.

In June 2016, Brockwell's began hauling wastewater for Stone Brewing Co. when Stone opened the

3501 New Kent Hwy. • P.O. Box 647 • Quinton, VA 23141
Email: james@brockwellseptic.com
OFFICE: 804-932-8289 • FAX: 804-932-5047



second largest micro-brewery on the East Coast in Richmond. In 93 months of service, Brockwell's has averaged over 120,000 gallons of wastewater hauled per month for Stone Brewing. On each Friday Brockwell's is given Stone's hauling schedule for the following week. Even on such short notice Brockwell's is able to satisfy Stone's needs.

Since September 2018, Brockwell's has been assisting Omega Protein with their non-hazardous wastewater hauling. Typically, Omega offers only a one-day notice of their needs. Because of the travel distance to their site, Brockwell's is not able to haul all their loads, but for the most part Brockwell's has been able to respond in the time frame required.

Over the years, Brockwell's has had several contracts with the Virginia Department of Transportation (VDOT) hauling millions of gallons of wastewater from various VDOT's Area Headquarters. Those contracts were for the most part on an on-call basis. The areas serviced have been from Charlottesville to the Northern Neck.

Brockwell's currently has the experienced personnel, proper equipment, insurance, licenses and permits to satisfy New Kent County's needs. Relevant insurance certificate, equipment list, Henrico County and HRSD Indirect Discharge Permits allowing for digester discharge, and the Virginia Department of Health Sewage Handling Permits are attached. Brockwell's also has its SWaM Business Certification, its Small Business Certification and Micro Business Certification by the Virginia Small Business and Supplier Diversity Administration. Brockwell's SWaM certification and its Virginia Class A Contractor's License are attached.

Brockwell's offers the following rates for sludge hauling from Parham Landing WWTP:

Hauling rate from Parham Landing to Henrico County Water Reclamation Facility

Trip Charge:	\$330.00 per load
Disposal:	\$0.12 per gallon

Hauling rate from Parham Landing to HRSD Williamsburg Plant

Trip Charge:	\$440.00 per load
Disposal:	\$0.26 per gallon

Note: HRSD typically institutes an annual price increase for discharge in July. If so, Brockwell's will increase its Disposal charge to New Kent County by the same amount to coincide with HRSD's increase.

Brockwell's offers the following rates for hauling from other areas in New Kent County:

These rates will presumably be for pump station cleaning and will be for scheduled service during normal business hours. Normal business hours will be non-holiday Monday – Friday 7:00 a.m. – 5:00 p.m.

Operator and Vacuum Truck	\$200.00 per hour
Operator and Jetter	\$200.00 per hour

3501 New Kent Hwy. • P.O. Box 647 • Quinton, VA 23141
Email: james@brockwellseptic.com
OFFICE: 804-932-8289 • FAX: 804-932-5047



Assistant Operators	\$115.00 each per hour
Disposal	\$0.24 per gallon

Brockwell's has been providing pump station cleaning services for New Kent County since 2001. Pump station cleaning typically requires an Operator and Vacuum Truck with an Assistant Operator and an Operator and Jetter with an Assistant Operator. Pump station cleaning will be charged at a three-hour minimum except for the Bottoms Bridge Sewer PS #24 (Clint Lane PS) which will be billed at a two-hour minimum.

Brockwell's has been cleaning the Clint Lane PS on a regular schedule since 2011. The Clint Lane PS typically only requires an Operator with a Vacuum Truck and an Assistant Operator. Only occasionally will the Clint Lane PS require the Operator and Jetter with an Assistant Operator.

4. On-Call Emergency Services

Brockwell's has been providing emergency pump and haul services for New Kent County since 2001 to include the time period of 2016-2018 when the digester hauling services were awarded to Atlantic Heating and Cooling Services, Inc. During the past 23 years, Brockwell's has demonstrated a commitment to New Kent County by responding in the timeliest manner possible to all emergencies. This includes the period for which Brockwell's was not under contract. Emergency services during normal business hours will be charged at regular rates as outlined above.

Overtime rates will be in effect during non-normal business hours. Overtime rates will be charged at time and a half and with a four-hour minimum. Non-normal business hours will be:

5:00 p.m. to 7:00 a.m. during a weekday
5:00 p.m. Friday to 7:00 a.m. Monday
5:00 p.m. the day before a Holiday to 7:00 a.m. the day after a Holiday

The following individuals have agreed to offer references for Brockwell's abilities:

Harold Jones
Department of Public Utilities
New Kent County
7051 Poindexter Road
New Kent, VA 23124

3501 New Kent Hwy. • P.O. Box 647 • Quinton, VA 23141
Email: james@brockwellseptic.com
OFFICE: 804-932-8289 • FAX: 804-932-5047



Charlie Arnold
Senior Water Operations Manager
Stone Brewing Co.
1999 Citracado Parkway
Escondido, CA 92029
charlie.arnold@sapporo-stonebrewing.com
760-294-7899 ext. 1452

Paul Robinson
Principal Broker
Francisco, Robinson & Associates
9411 Pocahontas Trail
Providence Forge, VA 23140
paulrobinson@verizon.net
804-966-2388

Please call if you need additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "James N. Brockwell".

James N. Brockwell
Vice-President

3501 New Kent Hwy. • P.O. Box 647 • Quinton, VA 23141
Email: james@brockwellseptic.com
OFFICE: 804-932-8289 • FAX: 804-932-5047

APPENDIX A

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposals.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of New Kent and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of New Kent, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of New Kent.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: Brockwell's Septic and Service, Inc.

Address: PO Box 647
Quinton VA 23141

Fed ID No: 54-1701675

Signature: 

Name (type/print): James N. Brockwell

Title: vice-president

Telephone: (804) 350-5240 **Fax No:** ()

My Authority to Bind my firm is found in Brockwell Septic 2024
Annual Report (Evidence of such authority is Attached)

Date: 3-20-24

To receive consideration for award, this signature sheet must be returned along with the Proposal to the RFP to the Administration Department and it shall be part of your response.

CONTRACT

**Wastewater Industrial Services
Sludge Hauling & On-Call Services
New Kent County Department of Public Utilities
RFP #24-2101PU**

This contract ("Contract") is made this ____ day of _____, 2024 by and between the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Tencarva Machinery Company, LLC, whose mailing address is 51115 Pleasant Ridge Road, Greensboro, NC 27409 (the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County issued RFP #24-2101PU and solicited proposals for Wastewater Industrial Services; and

WHEREAS, the Contractor submitted a responsive proposal; and

WHEREAS, the proposed service rates for sludge hauling and on-call services submitted by the Contractor are consistent with usual & customary rates, and have been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

1. **Scope of Services.** Contractor will perform all sludge hauling & disposal and on-call services as requested and agreed to by the County (the "Work") in accordance with the terms and conditions and as described in the County's Request for Proposals (the "RFP"), which is incorporated by reference and attached as Exhibit A, and the Contractor's proposal dated March 11, 2024, which is incorporated by reference and attached Exhibit B. If any discrepancies arise between this Contract document, Exhibit A, and Exhibit B, the order of precedence is as follows:
 1. This Contract document; then
 2. Exhibit A, including the General Terms and Conditions; then
 3. Exhibit B.
2. **Time of Performance.** The contract is effective for a period of five years, from April 15, 2024 to April 14, 2029.
3. **Costs.** Services performed under this contract must be performed upon the County's request for each service desired, in accordance with the time & materials rates provided in Exhibit B of this agreement. Overtime rates will be applied for work performed on weekends (5:00 pm Friday to 7:00 am Monday), and holidays (5:00 pm the day before a recognized New Kent County holiday to 7:00 am the day after such a holiday).

4. **Payment** will be made subject to the terms of the RFP.
5. **Rights and Obligations.** The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. Any approved successor to the Contract will be bound by all its terms.
6. **General Terms and Conditions.** Contractor agrees to all other terms and conditions found in the RFP, including but not limited to, Appendix A of the RFP.
7. **Termination.** If the selected bidder proves themselves unable to accommodate the needs of the County, the County may terminate the contract immediately for cause. Otherwise, the Contract may be terminated for convenience by either party upon 30 days' written notice. There will be no cost or surcharge for contract termination prior to the end of the contract period. Payment will be due only for services provided prior to the termination date of the contract.
8. **Miscellaneous.**
 - a. This Contract is the entire agreement between the parties and may not be amended or modified, except by written agreement, signed by each party.
 - b. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract will be interpreted as in effect as if such unenforceable provisions were not included therein.
 - c. This Contract will be governed by the laws of the Commonwealth of Virginia. Any dispute regarding this Contract must be adjudicated in the Circuit Court of New Kent County, Virginia.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Contractor by its duly authorized officers, have caused this contract to be properly executed under seal, the day and year first above written.

Tencarva Machinery Company, LLC.
CONTRACTOR

Seal: _____
Title: __President
Date: _____

NEW KENT COUNTY

Seal: _____

Title: _____

Date: _____

Approved as to Form:

Joshua S. Everard
County Attorney

EXHIBIT A

Request for Proposals



Department of Public Utilities

**Water/Wastewater
Industrial Services**

March 4, 2024

**New Kent County
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678**

RFP #24-2101PU

The New Kent County Department of Public Utilities (DPU) is soliciting proposals from qualified firms for Industrial Services at various water, wastewater and reclaimed water facility locations around New Kent County, Virginia. Signed & sealed proposals will be received by US Mail, private courier or in person until **4:00 pm on Friday, March 22, 2024** at the following location:

**Public Utilities Office
New Kent County
PO Box 130
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9678**

Proposals should be **clearly labeled** on the outside of the sealed envelope:

“DO NOT OPEN - REQUEST FOR PROPOSALS – INDUSTRIAL SERVICES”

It is the submitting firm’s responsibility to verify that their proposal has been received by the time & date specified. Proposals that are not received on time or appropriately identified will be returned to the submitting firm unopened. All proposals received on time and appropriately labeled will be recorded. Proposals shall be submitted **in triplicate** in the sealed & labeled envelope.

All proposals received as directed above will be turned over to DPU for careful review and evaluation.

It is the intent of the RFP to determine the **most qualified contractor**, from which DPU could procure these services, at a cost **which represents the best value** to New Kent County. The Department of Public Utilities reserves the right to **waive minor formalities** in any proposal received, to **reject any or all proposals** in whole or in part, with or without cause. The Department reserves the right to **reject any conditional proposal** and will normally reject any proposal which makes it impossible to determine the intent of the proposal.

The **contact** for the referenced Request for Proposals is:

**C. Michael Lang, PG
Director
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678
cmlang@newkent-va.us**

GENERAL INFORMATION

PURPOSE

The New Kent County Department of Public Utilities (DPU) is soliciting written proposals from qualified firms for **Wastewater Industrial Services**.

BACKGROUND

DPU's annual operating budget and approved Capital Improvement Plan include several related tasks which fall under the umbrella of Water/Wastewater Industrial Services. Timeliness, reliability & communication are of the essence. These services are critical to the operation of the sewage collection & treatment system and consistently reliable providers are needed.

QUALIFICATIONS

For consideration, submitting firms should be able to demonstrate the following skills or certifications, either in their proposals or upon request by DPU:

- ✓ Proven experience in water/wastewater industry cleaning, hauling and/or disposal services
- ✓ Ability to handle DPU's project-specific needs, as well as on-call emergency services
- ✓ VDH Sewage Handling Permit (when applicable)
- ✓ DPOR Contractor's license (when applicable)
- ✓ Commercial Driver's License (when applicable)
- ✓ Specialized personnel, skill, equipment, certifications/licensure in one or more of the following areas:
 1. Wastewater sludge pumping, hauling & disposal
 2. Treatment plant basin & cleaning
 3. Sewer line jetting, cleaning & video inspection
 4. Sewer pump maintenance & repair
 5. Drinking water pump maintenance & repair
 6. On-call/emergency services

All work performed shall be in accordance with the latest edition of following standards & regulations, where applicable:

- New Kent County Department of Public Utilities (**DPU**) Design Standards
- Henrico County Department of Public Utilities Truck Hauled Waste Policy
- Hampton Roads Sanitation District (**HRSD**) Industrial Wastewater Discharge Regulations
- Occupational Safety & Health Administration (**OSHA**)
- U.S. Department of Transportation (**DOT**)
- Virginia Department of Environmental Quality (**DEQ**) and Department of Health (**VDH**) Regulations
- U.S. Environmental Protection Agency (**EPA**)
- Any other applicable local, state or Federal laws or regulations.

SERVICES TO BE PROVIDED UNDER THIS PROPOSAL

From this solicitation, New Kent DPU seeks to obtain cost estimates for the following services:

1. **Wastewater Sludge Hauling & Disposal** – The scope-of-work is to haul sludge or other waste generated from the wastewater treatment process to an approved disposal facility. It is expected at this time that the volume of sludge generated will be approximately 6000 gallons per day, and that the sludge needs to be hauled 5 to 6 days per week. As the County grows, the amount of sludge generated and subsequently hauled will increase accordingly. Costs should include all time,

materials, labor, equipment, fittings, hoses, licenses, permits, dump fees, etc. to pump & haul wastewater sludge from the Parham WWTP, and immediately deliver to an approved disposal facility as directed by DPU on a regularly scheduled basis.

Reliability, consistency & communication are paramount, to ensure that the treatment process is not adversely affected.

Sludge generated from the WWTP is approved & typically disposed at the following facilities, however, other facilities may be considered by DPU on a case-by-case basis:

Primary Destination: Henrico County Water Reclamation Facility
9101 WRVA Road
Richmond, Virginia

Secondary Destination: HRSD Williamsburg Plant
300 Ron Springs Drive
Williamsburg, Virginia

A signed **waste hauling & disposal ticket** shall be provided for each load hauled, showing:

- ✓ vehicle gross weight
- ✓ vehicle empty weight
- ✓ volume hauled in gallons
- ✓ driver's signature
- ✓ disposal facility operator's signature

The waste hauler must be able to connect to existing fittings at the shipping & receiving facilities, and to pump from the holding tank using their truck.

Waste to be hauled is primarily WWTP digester sludge, but may be hauled from any location within New Kent County and may include any waste generated as part of New Kent County's wastewater collection, pumping & treatment process, including (but not limited to): wastewater, raw sewage, sludge, septic waste, grit, grease, trash and floatable solids.

- 2. Sewer Pump Maintenance & Repair** - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace suction lift and submersible sewer pumps and grinders at the Parham Landing WWTP or any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.
- 3. Well & Pump Maintenance & Repair** - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace vertical turbine and submersible well pumps any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.
- 4. On-Call/Emergency Services** – If, in the opinion of DPU, services procured above do not adequately provide for the on-call or emergency industrial services, one or more additional vendors may be procured to provide for these services.

PROPOSAL EVALUATION & AWARD

Proposals should address the County's needs as outlined above. From the proposals received DPU may select one or more firms to provide on-call and emergency services, and from which to negotiate contracts for individual tasks orders which address DPU's existing needs.

Firms need not be proficient in all areas to submit a proposal.

Three (3) copies of the proposal shall be submitted under the submitting firms' letterhead, and shall:

- ✓ Include a written description that clearly states which of the above needs the proposal addresses
- ✓ Include a rate sheet or written description that clearly states all costs associated with the proposed work
- ✓ Include a minimum of three references
- ✓ Demonstrate a breadth of work experience & qualifications that complement the County's needs
- ✓ Include the "signature sheet" found in Appendix A
- ✓ Be limited to a total of 5 pages, single-sided (excluding references & signature sheet)

The proposals will be evaluated on:

- ✓ Demonstration of history & scope (if any) of the contractor's experience working for NKDPU
- ✓ Demonstration of prior experience with contracts of similar scope for other localities or companies
- ✓ Demonstration of the ability to receive & respond to emergency calls at any time, including nights, weekends & holidays
- ✓ Demonstration of the ability to efficiently & economically meet DPU's specific needs
- ✓ Favorable feedback from the client references provided
- ✓ Cost of services

For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in § [2.2-2006](#), a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

AVAILABLE FUNDS

If the proposals received indicate costs for the requested services exceed the available funds designated for the procurement, the County may, at its sole discretion, negotiate with selected offerors for an extended time frame for start/completion, a reduction in the specified scope-of-work, substitution of specified materials, etc. which can be procured within the available funds.

PAYMENT

Payments on invoices received for services rendered will be made **net 30 days upon receipt of the firm's invoice**. Invoicing and payment shall be in strict accordance with the cost time & materials rates provided by the submitting firm and signed by DPU.

CONTRACT CHANGES

Proposed changes to the contract terms **shall be submitted to DPU in writing**. There shall be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from DPU**.

CONTRACT TERMINATION

If the selected firm proves unable to accommodate the needs of the County, or if the services provided prove to be of inferior quality or other than that specified, the County may terminate the contract immediately for cause. Otherwise, the contract may be terminated for convenience by either party upon 30 days written notice. There shall be no cost or surcharge for contract termination prior to the end of the contract period. Payment shall be due only for services provided prior to the termination date of the contract.

TERMS AND CONDITIONS OF THE CONTRACT

The general terms and conditions that will govern any resulting contract, including time & materials rates, will be in accordance with the Terms & Conditions outlined in Appendix A, and will be incorporated into the contract.

FURTHER INFORMATION

Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike Lang, Assistant Director of Public Utilities at (804) 966-9678. Any other questions may be directed to the County Attorney's office at (804) 966-8559.

COOPERATIVE PROCUREMENT

This solicitation allows for cooperative procurement, as authorized by the Code of Virginia Section 2.2-4304; which authorizes other public bodies (whom do not have to be named) to utilize cooperative procurement to satisfy requirements for goods and non-professional services. Public bodies not named specifically in this solicitation desiring to purchase from the resulting contract may do so if the contract is modified in writing with concurrence from the contractor to add the specific public body.

REPORTING & DELIVERY INSTRUCTIONS

Signed & sealed proposals will be received by US Mail, private courier or in person until **4:00 pm on Friday, March 22, 2024** at the following location:

**Public Utilities Office
New Kent County
7051 Poindexter Road
PO Box 130
New Kent, Virginia 23124
(804) 966-9678**

Proposals should be **clearly labeled** on the outside of the sealed envelope:

“DO NOT OPEN - REQUEST FOR PROPOSALS – INDUSTRIAL SERVICES”

It is the submitting firm's responsibility to verify that their proposal has been received by the time & date specified. Proposals that are not received on time or appropriately identified will be returned to the

submitting firm unopened. All proposals received on time and appropriately labeled will be recorded. Proposals shall be submitted **in triplicate** within the sealed & labeled envelope.

PAYMENT

Payments on invoices received for services rendered shall be made **net 30 days upon receipt of the firm's invoice.**

APPENDIX A

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in **three (3)** copies, marked “Industrial Services” (the “Proposal”) will be received no later than 4:00 PM, Local Time Prevailing, on Friday, December March 22, 2024 at:

New Kent County, Public Utilities Department
PO Box 130
7051 Poindexter Road
New Kent, VA 23124

- 1.2 Should an offeror decide to utilize an express delivery service, please note that we are not located on Courthouse Circle off of State Route 249 at the New Kent County Courthouse Complex, but rather on Poindexter Road off of Route 155. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with proposal subject, **“Industrial Services”**.
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Public Utilities personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 If an offeror is an individual with a disability and requires a reasonable accommodation to participate in the procurement of the Contract, please notify the Public Utilities Department at (804) 966-9678, three working days prior to need.
- 1.6 Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County reserves the right to award in part or in whole or to reject any or all proposals.
- 1.7 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

APPENDIX A

- 1.8 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should limit their response to 5 typed pages.** Product literature or manufacturer's data sheets may be submitted as an attachment to the 5-page proposal.
- 1.9 Minority Bidders: New Kent County encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals.
- 1.10 Proprietary Information: Section 2.2-4342 F of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary."

2.0 SELECTED TERMS AND CONDITIONS OF THE CONTRACT

- 2.1 The general terms and conditions that will govern any resulting contract, including time & materials rates, will be negotiated with the selected offeror at a later date.

3.0 MINIMUM INSURANCE COVERAGES AND LIMITS

- 3.1 Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the county of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 3.2 Employer's Liability - \$100,000.
- 3.3 Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. New Kent County must be named as an additional insured and so endorsed on the policy.
- 3.4 Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by New Kent County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

4.0 Intentionally Deleted.

5.0 Intentionally Deleted.

6.0 Intentionally Deleted.

APPENDIX A

7.0 Intentionally Deleted.

8.0 Intentionally Deleted.

9.0 Intentionally Deleted.

10.0 QUALITY COMMITMENT

10.1 New Kent County desires to ensure that the highest quality of products and services are provided to its citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

11.0 CONTRACT TERM AND PRICING

11.1 The contract awarded shall be for a period of up to 5 years from the date of the signed agreement.

11.2 All work performed for each project shall be in accordance with the time & materials rates negotiated.

12.0 SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

12.1 EVALUATION CRITERIA

12.1.1 Proposals should conform to the guidelines & criteria outlined in the RFP.

12.2 SELECTION CRITERIA

12.2.1 The public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss non-binding fee schedules for services. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiation shall then be conducted, beginning with the offerors ranked first. If contracts satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to those offerors. Otherwise, negotiations with any and all of those offerors ranked first shall be formally terminated and negotiations conducted with the next ranking offerors, and so on until such a contract can be negotiated at a fair and reasonable price. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

APPENDIX A

12.3 REFERENCES

- 12.3.1 Included in their Proposal, all offerors shall include a list of a minimum of three references, from similar projects only, who have a direct experience with the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contract persons, and phone numbers of all references.
- 12.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12.4 NO CONTACT POLICY

- 12.4.1 After the date and time established for receipt of proposals by the County, by any offeror with any County representative, other than the County Attorney, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

12.5 FURTHER INFORMATION

- 12.5.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike Lang, Director of Public Utilities at (804) 966-9678. Any other questions may be directed to the County Attorney's office at (804) 966-8559.

**REMAINDER OF PAGE
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APPENDIX A

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposals.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of New Kent and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of New Kent, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of New Kent.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Fed ID No: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ **Fax No:** (____) _____

My Authority to Bind my firm is found in _____
_____(Evidence of such authority is Attached)

Date: _____

To receive consideration for award, this signature sheet must be returned along with the Proposal to the RFP to the Administration Department and it shall be part of your response.

EXHIBIT B



March 8, 2024

Reference: New Kent County Virginia
RFP # 24-2101

Dear Customer:

We are pleased to offer our proposal for Sewer Pump Maintenance and repair for your interceptor pumps stations, WWTP pumps and possibly any WTP pumps. Tencarva Machinery has a large commitment to service offering with our on-site service trucks in the field and 13 repair facilities in the eastern U.S.

Our proposal is offering this portion of your scope of work as requested with some emergency services offered for pump and control repair provided parts and materials are available.

Sewer Pump Maintenance & Repair - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace suction lift and submersible sewer pumps and grinders at the Parham Landing WWTP or any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.

On-Call Emergency Services – If, in the opinion of DPU, services procured above do not adequately provide for the on-call & emergency industrial services, one or more additional vendors may be procured to provide for these services

Our service rates for field service are as follows:

MUNICIPAL FIELD RATES (rates are calculated portal to portal)



2024 Only Rate Schedule to customer

- Regular Mechanical/Electrical \$170/hr. Overtime \$225/hr.
- Assistant \$ 120/hr. Overtime \$ 180/hr.
- Controls and Instrumentation \$ 190/hr. Overtime \$285/hr.
- Confined Space Entry \$700 per use
- Loaner Pump (portable pump) \$ 1200 per use
- (setup & delivery at the hourly rate) \$170/hr.

Tencarva Machinery Co References:

City of Waynesboro	Contact: Dustin Fisher	540 241 2379
Henrico County Utilities	Contact: Fred Spain	804 337 4904
Powhatan County VA	Contact: Tim Glidewell	804- 598-5740

If you have any questions or require additional information please contact us.

Sincerely
Tencarva Machinery Municipal Division

Christian Workman
Sales Engineer

APPENDIX A

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposals.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of New Kent and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of New Kent, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of New Kent.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: Tencarva Machinery Company, LLC

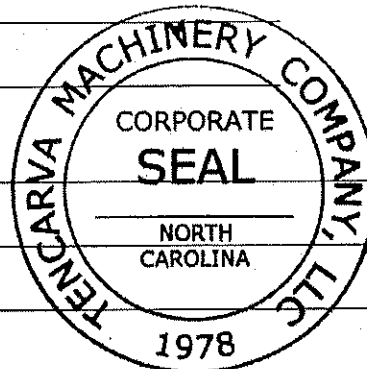
Address: 1115 Pleasant Ridge Rd.
Greensboro, NC 27409

Fed ID No: 56-1198229

Signature:

Name (type/print): Gregory A McGehee

Title: Chief Financial Officer



Telephone: (336) 665-1435

Fax No: ()

My Authority to Bind my firm is found in my authority as an officer of Tencarva Machinery Co., LLC
(Evidence of such authority is Attached)

Date: 3/11/2024

To receive consideration for award, this signature sheet must be returned along with the Proposal to the RFP to the Administration Department and it shall be part of your response.

CONTRACT

**Wastewater Industrial Services
Sludge Hauling & On-Call Services
New Kent County Department of Public Utilities
RFP #24-2101PU**

This contract ("Contract") is made this ____ day of _____, 2024 by and between the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (the "County") and Capital City Services Co. whose mailing address is 5404 Sandy Valley Road, Mechanicsville, Virginia 23111 (the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County issued RFP #24-2101PU and solicited proposals for Wastewater Industrial Services; and

WHEREAS, the Contractor submitted a responsive proposal; and

WHEREAS, the proposed service rates for sludge hauling and on-call services submitted by the Contractor are consistent with usual & customary rates, and have been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

1. **Scope of Services.** Contractor will perform all sludge hauling & disposal and on-call services as requested and agreed to by the County (the "Work") in accordance with the terms and conditions and as described in the County's Request for Proposals (the "RFP"), which is incorporated by reference and attached as Exhibit A, and the Contractor's proposal dated March 19, 2024, which is incorporated by reference and attached Exhibit B. If any discrepancies arise between this Contract document, Exhibit A, and Exhibit B, the order of precedence is as follows:
 1. This Contract document; then
 2. Exhibit A, including the General Terms and Conditions; then
 3. Exhibit B.
2. **Time of Performance.** The contract is effective for a period of five years, from April 15, 2024 to April 14, 2029.
3. **Costs.** Services performed under this contract must be performed upon the County's request for each service desired, in accordance with the time & materials rates provided in Exhibit B of this agreement. Overtime rates will be applied for work performed on weekends (5:00 pm Friday to 7:00 am Monday), and holidays (5:00 pm the day before a recognized New Kent County holiday to 7:00 am the day after such a holiday).

4. **Payment** will be made subject to the terms of the RFP.
5. **Rights and Obligations.** The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party. Any approved successor to the Contract will be bound by all its terms.
6. **General Terms and Conditions.** Contractor agrees to all other terms and conditions found in the RFP, including but not limited to, Appendix A of the RFP.
7. **Termination.** If the selected bidder proves themselves unable to accommodate the needs of the County, the County may terminate the contract immediately for cause. Otherwise, the Contract may be terminated for convenience by either party upon 30 days' written notice. There will be no cost or surcharge for contract termination prior to the end of the contract period. Payment will be due only for services provided prior to the termination date of the contract.
8. **Miscellaneous.**
 - a. This Contract is the entire agreement between the parties and may not be amended or modified, except by written agreement, signed by each party.
 - b. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract will be interpreted as in effect as if such unenforceable provisions were not included therein.
 - c. This Contract will be governed by the laws of the Commonwealth of Virginia. Any dispute regarding this Contract must be adjudicated in the Circuit Court of New Kent County, Virginia.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Contractor by its duly authorized officers, have caused this contract to be properly executed under seal, the day and year first above written.

Capital City Services Co.
CONTRACTOR

Seal: _____
Title: __President
Date: _____

NEW KENT COUNTY

Seal: _____

Title: _____

Date: _____

Approved as to Form:

Joshua S. Everard
County Attorney

EXHIBIT A

Request for Proposals



Department of Public Utilities

**Water/Wastewater
Industrial Services**

March 4, 2024

**New Kent County
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678**

RFP #24-2101PU

The New Kent County Department of Public Utilities (DPU) is soliciting proposals from qualified firms for Industrial Services at various water, wastewater and reclaimed water facility locations around New Kent County, Virginia. Signed & sealed proposals will be received by US Mail, private courier or in person until **4:00 pm on Friday, March 22, 2024** at the following location:

**Public Utilities Office
New Kent County
PO Box 130
7051 Poindexter Road
New Kent, Virginia 23124
(804) 966-9678**

Proposals should be **clearly labeled** on the outside of the sealed envelope:

“DO NOT OPEN - REQUEST FOR PROPOSALS – INDUSTRIAL SERVICES”

It is the submitting firm’s responsibility to verify that their proposal has been received by the time & date specified. Proposals that are not received on time or appropriately identified will be returned to the submitting firm unopened. All proposals received on time and appropriately labeled will be recorded. Proposals shall be submitted **in triplicate** in the sealed & labeled envelope.

All proposals received as directed above will be turned over to DPU for careful review and evaluation.

It is the intent of the RFP to determine the **most qualified contractor**, from which DPU could procure these services, at a cost **which represents the best value** to New Kent County. The Department of Public Utilities reserves the right to **waive minor formalities** in any proposal received, to **reject any or all proposals** in whole or in part, with or without cause. The Department reserves the right to **reject any conditional proposal** and will normally reject any proposal which makes it impossible to determine the intent of the proposal.

The **contact** for the referenced Request for Proposals is:

**C. Michael Lang, PG
Director
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678
cmlang@newkent-va.us**

GENERAL INFORMATION

PURPOSE

The New Kent County Department of Public Utilities (DPU) is soliciting written proposals from qualified firms for **Wastewater Industrial Services**.

BACKGROUND

DPU's annual operating budget and approved Capital Improvement Plan include several related tasks which fall under the umbrella of Water/Wastewater Industrial Services. Timeliness, reliability & communication are of the essence. These services are critical to the operation of the sewage collection & treatment system and consistently reliable providers are needed.

QUALIFICATIONS

For consideration, submitting firms should be able to demonstrate the following skills or certifications, either in their proposals or upon request by DPU:

- ✓ Proven experience in water/wastewater industry cleaning, hauling and/or disposal services
- ✓ Ability to handle DPU's project-specific needs, as well as on-call emergency services
- ✓ VDH Sewage Handling Permit (when applicable)
- ✓ DPOR Contractor's license (when applicable)
- ✓ Commercial Driver's License (when applicable)
- ✓ Specialized personnel, skill, equipment, certifications/licensure in one or more of the following areas:
 1. Wastewater sludge pumping, hauling & disposal
 2. Treatment plant basin & cleaning
 3. Sewer line jetting, cleaning & video inspection
 4. Sewer pump maintenance & repair
 5. Drinking water pump maintenance & repair
 6. On-call/emergency services

All work performed shall be in accordance with the latest edition of following standards & regulations, where applicable:

- New Kent County Department of Public Utilities (**DPU**) Design Standards
- Henrico County Department of Public Utilities Truck Hauled Waste Policy
- Hampton Roads Sanitation District (**HRSD**) Industrial Wastewater Discharge Regulations
- Occupational Safety & Health Administration (**OSHA**)
- U.S. Department of Transportation (**DOT**)
- Virginia Department of Environmental Quality (**DEQ**) and Department of Health (**VDH**) Regulations
- U.S. Environmental Protection Agency (**EPA**)
- Any other applicable local, state or Federal laws or regulations.

SERVICES TO BE PROVIDED UNDER THIS PROPOSAL

From this solicitation, New Kent DPU seeks to obtain cost estimates for the following services:

1. **Wastewater Sludge Hauling & Disposal** – The scope-of-work is to haul sludge or other waste generated from the wastewater treatment process to an approved disposal facility. It is expected at this time that the volume of sludge generated will be approximately 6000 gallons per day, and that the sludge needs to be hauled 5 to 6 days per week. As the County grows, the amount of sludge generated and subsequently hauled will increase accordingly. Costs should include all time,

materials, labor, equipment, fittings, hoses, licenses, permits, dump fees, etc. to pump & haul wastewater sludge from the Parham WWTP, and immediately deliver to an approved disposal facility as directed by DPU on a regularly scheduled basis.

Reliability, consistency & communication are paramount, to ensure that the treatment process is not adversely affected.

Sludge generated from the WWTP is approved & typically disposed at the following facilities, however, other facilities may be considered by DPU on a case-by-case basis:

Primary Destination: Henrico County Water Reclamation Facility
9101 WRVA Road
Richmond, Virginia

Secondary Destination: HRSD Williamsburg Plant
300 Ron Springs Drive
Williamsburg, Virginia

A signed **waste hauling & disposal ticket** shall be provided for each load hauled, showing:

- ✓ vehicle gross weight
- ✓ vehicle empty weight
- ✓ volume hauled in gallons
- ✓ driver's signature
- ✓ disposal facility operator's signature

The waste hauler must be able to connect to existing fittings at the shipping & receiving facilities, and to pump from the holding tank using their truck.

Waste to be hauled is primarily WWTP digester sludge, but may be hauled from any location within New Kent County and may include any waste generated as part of New Kent County's wastewater collection, pumping & treatment process, including (but not limited to): wastewater, raw sewage, sludge, septic waste, grit, grease, trash and floatable solids.

- 2. Sewer Pump Maintenance & Repair** - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace suction lift and submersible sewer pumps and grinders at the Parham Landing WWTP or any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.
- 3. Well & Pump Maintenance & Repair** - The scope-of-work includes all time, incidental materials, labor, equipment, tools, licenses, certifications, etc. to remove, repair, maintain and/or replace vertical turbine and submersible well pumps any other location within New Kent County. Regularly scheduled maintenance and emergency services shall also be provided for under this scope-of-work.
- 4. On-Call/Emergency Services** – If, in the opinion of DPU, services procured above do not adequately provide for the on-call or emergency industrial services, one or more additional vendors may be procured to provide for these services.

PROPOSAL EVALUATION & AWARD

Proposals should address the County's needs as outlined above. From the proposals received DPU may select one or more firms to provide on-call and emergency services, and from which to negotiate contracts for individual tasks orders which address DPU's existing needs.

Firms need not be proficient in all areas to submit a proposal.

Three (3) copies of the proposal shall be submitted under the submitting firms' letterhead, and shall:

- ✓ Include a written description that clearly states which of the above needs the proposal addresses
- ✓ Include a rate sheet or written description that clearly states all costs associated with the proposed work
- ✓ Include a minimum of three references
- ✓ Demonstrate a breadth of work experience & qualifications that complement the County's needs
- ✓ Include the "signature sheet" found in Appendix A
- ✓ Be limited to a total of 5 pages, single-sided (excluding references & signature sheet)

The proposals will be evaluated on:

- ✓ Demonstration of history & scope (if any) of the contractor's experience working for NKDPU
- ✓ Demonstration of prior experience with contracts of similar scope for other localities or companies
- ✓ Demonstration of the ability to receive & respond to emergency calls at any time, including nights, weekends & holidays
- ✓ Demonstration of the ability to efficiently & economically meet DPU's specific needs
- ✓ Favorable feedback from the client references provided
- ✓ Cost of services

For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in § [2.2-2006](#), a public body shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

AVAILABLE FUNDS

If the proposals received indicate costs for the requested services exceed the available funds designated for the procurement, the County may, at its sole discretion, negotiate with selected offerors for an extended time frame for start/completion, a reduction in the specified scope-of-work, substitution of specified materials, etc. which can be procured within the available funds.

PAYMENT

Payments on invoices received for services rendered will be made **net 30 days upon receipt of the firm's invoice**. Invoicing and payment shall be in strict accordance with the cost time & materials rates provided by the submitting firm and signed by DPU.

CONTRACT CHANGES

Proposed changes to the contract terms **shall be submitted to DPU in writing**. There shall be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from DPU**.

CONTRACT TERMINATION

If the selected firm proves unable to accommodate the needs of the County, or if the services provided prove to be of inferior quality or other than that specified, the County may terminate the contract immediately for cause. Otherwise, the contract may be terminated for convenience by either party upon 30 days written notice. There shall be no cost or surcharge for contract termination prior to the end of the contract period. Payment shall be due only for services provided prior to the termination date of the contract.

TERMS AND CONDITIONS OF THE CONTRACT

The general terms and conditions that will govern any resulting contract, including time & materials rates, will be in accordance with the Terms & Conditions outlined in Appendix A, and will be incorporated into the contract.

FURTHER INFORMATION

Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike Lang, Assistant Director of Public Utilities at (804) 966-9678. Any other questions may be directed to the County Attorney's office at (804) 966-8559.

COOPERATIVE PROCUREMENT

This solicitation allows for cooperative procurement, as authorized by the Code of Virginia Section 2.2-4304; which authorizes other public bodies (whom do not have to be named) to utilize cooperative procurement to satisfy requirements for goods and non-professional services. Public bodies not named specifically in this solicitation desiring to purchase from the resulting contract may do so if the contract is modified in writing with concurrence from the contractor to add the specific public body.

REPORTING & DELIVERY INSTRUCTIONS

Signed & sealed proposals will be received by US Mail, private courier or in person until **4:00 pm on Friday, March 22, 2024** at the following location:

**Public Utilities Office
New Kent County
7051 Poindexter Road
PO Box 130
New Kent, Virginia 23124
(804) 966-9678**

Proposals should be **clearly labeled** on the outside of the sealed envelope:

“DO NOT OPEN - REQUEST FOR PROPOSALS – INDUSTRIAL SERVICES”

It is the submitting firm's responsibility to verify that their proposal has been received by the time & date specified. Proposals that are not received on time or appropriately identified will be returned to the

submitting firm unopened. All proposals received on time and appropriately labeled will be recorded. Proposals shall be submitted **in triplicate** within the sealed & labeled envelope.

PAYMENT

Payments on invoices received for services rendered shall be made **net 30 days upon receipt of the firm's invoice.**

APPENDIX A

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in **three (3)** copies, marked “Industrial Services” (the “Proposal”) will be received no later than 4:00 PM, Local Time Prevailing, on Friday, December March 22, 2024 at:

New Kent County, Public Utilities Department
PO Box 130
7051 Poindexter Road
New Kent, VA 23124

- 1.2 Should an offeror decide to utilize an express delivery service, please note that we are not located on Courthouse Circle off of State Route 249 at the New Kent County Courthouse Complex, but rather on Poindexter Road off of Route 155. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with proposal subject, **“Industrial Services”**.
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Public Utilities personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 If an offeror is an individual with a disability and requires a reasonable accommodation to participate in the procurement of the Contract, please notify the Public Utilities Department at (804) 966-9678, three working days prior to need.
- 1.6 Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County reserves the right to award in part or in whole or to reject any or all proposals.
- 1.7 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.

APPENDIX A

- 1.8 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, offerors should limit their response to 5 typed pages.** Product literature or manufacturer's data sheets may be submitted as an attachment to the 5-page proposal.
- 1.9 Minority Bidders: New Kent County encourages all businesses, including minority and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals.
- 1.10 Proprietary Information: Section 2.2-4342 F of the Code of Virginia states: "Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § [2.2-4317](#) shall not be subject to the Virginia Freedom of Information Act (§ [2.2-3700](#) et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary."

2.0 SELECTED TERMS AND CONDITIONS OF THE CONTRACT

- 2.1 The general terms and conditions that will govern any resulting contract, including time & materials rates, will be negotiated with the selected offeror at a later date.

3.0 MINIMUM INSURANCE COVERAGES AND LIMITS

- 3.1 Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the county of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 3.2 Employer's Liability - \$100,000.
- 3.3 Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. New Kent County must be named as an additional insured and so endorsed on the policy.
- 3.4 Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by New Kent County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

4.0 Intentionally Deleted.

5.0 Intentionally Deleted.

6.0 Intentionally Deleted.

APPENDIX A

7.0 Intentionally Deleted.

8.0 Intentionally Deleted.

9.0 Intentionally Deleted.

10.0 QUALITY COMMITMENT

10.1 New Kent County desires to ensure that the highest quality of products and services are provided to its citizens. With this goal in mind, offerors are required to demonstrate they possess and utilize appropriate quality management systems which result in customer satisfaction and continuous improvement.

11.0 CONTRACT TERM AND PRICING

11.1 The contract awarded shall be for a period of up to 5 years from the date of the signed agreement.

11.2 All work performed for each project shall be in accordance with the time & materials rates negotiated.

12.0 SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

12.1 EVALUATION CRITERIA

12.1.1 Proposals should conform to the guidelines & criteria outlined in the RFP.

12.2 SELECTION CRITERIA

12.2.1 The public body shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss non-binding fee schedules for services. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiation shall then be conducted, beginning with the offerors ranked first. If contracts satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to those offerors. Otherwise, negotiations with any and all of those offerors ranked first shall be formally terminated and negotiations conducted with the next ranking offerors, and so on until such a contract can be negotiated at a fair and reasonable price. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

APPENDIX A

12.3 REFERENCES

- 12.3.1 Included in their Proposal, all offerors shall include a list of a minimum of three references, from similar projects only, who have a direct experience with the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contract persons, and phone numbers of all references.
- 12.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

12.4 NO CONTACT POLICY

- 12.4.1 After the date and time established for receipt of proposals by the County, by any offeror with any County representative, other than the County Attorney, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

12.5 FURTHER INFORMATION

- 12.5.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Mike Lang, Director of Public Utilities at (804) 966-9678. Any other questions may be directed to the County Attorney's office at (804) 966-8559.

**REMAINDER OF PAGE
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APPENDIX A

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposals.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of New Kent and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of New Kent, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of New Kent.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Fed ID No: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ **Fax No:** (____) _____

My Authority to Bind my firm is found in _____
_____(Evidence of such authority is Attached)

Date: _____

To receive consideration for award, this signature sheet must be returned along with the Proposal to the RFP to the Administration Department and it shall be part of your response.

EXHIBIT B



SOLUTIONS ONLY EXPERIENCE CAN PROVIDE™

5404 Sandy Valley Road • Mechanicsville, Virginia 23111 • Telephone (804) 746-9665 • Fax (804) 730-1032

March 19, 2024

New Kent County DPU

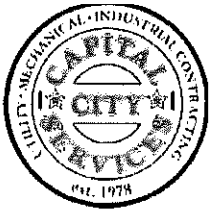
Water / Wastewater Industrial Services

RFP #24-2101PU

- This proposal is addressing all four of the service areas addressed in this proposal:
Wastewater Sludge Hauling & Disposal, Sewer Pump Maintenance & Repair, Well & Pump Maintenance & Repair and On-Call / Emergency Services
- Our history of working with New Kent County should stand on its own as a reference.
- We have worked with Henrico County DPU WRF, 9101 WRVA Road, Henrico, Virginia 23231
Point of contact is Thomas Pulley at pul04@henrico.us
- We have worked with the Town of Orange DPU, 235 Warren Street, Orange, VA 22960
Point of contact is Larry Bond at l.bond@townoforangeva.org
- We have been in business for over 40 years and have an expansive knowledge of all things related to wastewater. Our list of services is attached.

Sincerely,

C Faye Lickey
C Faye Lickey
Finance Officer



SOLUTIONS ONLY EXPERIENCE CAN PROVIDE[™]

5404 Sandy Valley Road a Mechanicsville, Virginia 23111 • Telephone (804) 746-9665 • Fax (804) 730-1032

We are pleased to provide you with our growing list of services:

- Air & Hydro Excavating/Potholing
- Asphalt & Concrete
- Backhoe & Dump Truck Services
- Bridge Cleaning
- Confined Space Entry Services
- Culvert Cleaning (48" box & 60" round)
- Custom Fabrication
- Demolition
- Distribution lateral Cleaning
- Dredging & Grading
- Duct Bank Cleaning/String Pulling
- Environmental Remediation
- Hydrophobic & Hydrophillic Foam Injection
- Grease Interceptor Cleaning & Installation
- Grease Remediation & Removal
- Grout Injection
- Historic Restoration
- Hydro-Blasting
- Ice & Snow Removal Services
- Industrial & Specialty Coatings
- Industrial Vacuum Services
- Jet Truck Services
- Junction Restoration
- Leak Detection & Repair
- Lift Station Installation, Cleaning & Repair
- Manhole & Drop Inlet Cleaning & Repair
- Media Blasting
- Natural Gas Line Installation
- Pipe Bursting
- Pipe Freezing & Repair
- Pipe Fusion
- Pipe LASER profiling
- Pipe Milling
- Pipe Relining (CIPP- Cured in Place Pipe)
- Pipe Installation & Replacement
- Pipe Tapping Services
- Pipeline Pigging
- Pipeline, Plumbing & Mechanical Repair
- Point Repairs
- Pool Deck Replacement
- Pumping & Hauling of Liquid Waste
- Saw Cutting & Coring
- Security Bollard Installation
- Sewer Abandonment
- Sewer Line Pressure Testing & Repair
- Sink Hole Repair
- Slip lining
- Stainless Steel Grouting Sleeve Point Repair
- Stainless Steel Sleeve Point Repair
- Storm & Sanitary Sewer Cleaning & Repair
- Structural Repair
- Thrust Boring (in lieu of open cut excavating)
- TV Inspection of Sewers, pipes, Tanks, Ducts & Shafts
- Underdrain Installation, Inspection & Repair
- Underground Location of Utilities
- Underground Leak Detection
- Water & Wastewater Treatment Plant Cleaning & Repair
- Water Line & Fire Line Repair
- Water Line Pressure Testing & Cleaning Services
- Waterproofing (positive & negative walls)

PRICING FOR NEW KENT COUNTY

Item Description	Regular	Overtime
	Rate	Rate
4K Blaster w/ 50' Hose and Wand	\$225.00 day rate	
CCTV Inspection Equipment & Crew	\$307.80 /hr	\$407.80 /hr
Confined Space Entry	\$590.00 /occurrence	
Easement Machine	\$1,620.00 day rate	
GPR (Ground Penetrating Radar)	\$2,700.00 day rate	
Grout Injection	TBQ	
Hydro-Excavator & Crew	\$523.80 /hr	\$623.80 /hr
Industrial Vacuum & Crew	\$284.91 /hr	\$384.91 /hr
Internal Pipe Point Repairs	TBQ	
Kubota RTV Off Road Portable CCTV		
Equipment & Crew	\$307.80 /hr	\$407.80 /hr
Leak / Utility Locating	TBQ	
Liquid Vacuum Truck & Operator	\$253.80 /hr	\$353.80 /hr
MicroTraxx Remote Controlled Loader	\$3,029.40 day rate	
Mobilization / Demobilization	TBQ	
Robotic Blaster - over 20K psi	\$5,900.00 day rate	(plus fuel, ware parts and mob/demob)
Robotic Blaster - under 20K psi	\$4,900.00 day rate	(plus fuel, ware parts and mob/demob)
Service Truck & Mechanic	\$113.40 /hr	\$170.10 /hr
Sewer / Lateral Abandonment	TBQ	
Supervisor	\$135.00 /hr	\$202.50 /hr
Technician	\$56.15 /hr	\$84.22 /hr
Vactor 2100 Combination Truck & Crew	\$307.80 /hr	\$407.80 /hr

4 Hour Minimum on all Equipment

Annual Contract: Each Annual Renewal will have a 5% Increase on all equipment / service.

APPENDIX A

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this Request for Proposals.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of New Kent and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of New Kent, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of New Kent.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: Wayne Norman Inc. t/a Capital City Services Co.

Address: 5404 Sandy Valley Road

Mechanicsville, VA 23111

Fed ID No: 54-1225563

Signature: 

Name (type/print): R Wayne Norman

Title: President / Owner

Telephone: (804) 746-9665

Fax No: (804) 730-1032

My Authority to Bind my firm is found in 2024 Annual Report for Commonwealth of Virginia
State Corporation Commission (Evidence of such authority is Attached)

Date: 03/19/2024

To receive consideration for award, this signature sheet must be returned along with the Proposal to the RFP to the Administration Department and it shall be part of your response.

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>REFUND - Dibble Electrical Inc. - BP#19958-2024 - \$57.00</p>
<p>Issue</p>	
<p>Recommendation</p>	<p>Approval</p>
<p>Fiscal Implications</p>	
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

CONSENT AGENDA
REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Reason for refund	Contractor canceled permit - BP#19958-2024		
Refund Amount	\$57.00		
Name and complete mailing address for refund recipient	Dibble Electrical Inc. 22800 Airpark Rd. Dinwiddie, VA 23803		
Line item identification and breakdown	Elect - \$76.00 (Minus 25% Administrative Fee) Surcharge - \$1.56 (non-refundable)		
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Date of Request:	3/22/2024		

ATTACHMENTS:

Description	Type
REFUND - Dibble Electrical (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 11:48 AM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:44 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 8:56 AM

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date

April 8, 2024

Reason for refund

Contractor canceled permit
BP# 19958-2024

Refund Amount

\$57.00

Name and complete mailing
address for refund recipient

Dibble Electrical Inc
22800 Airpark Rd
Dinwiddie, VA 23803

Line item identification and
breakdown

Elect - \$76.00 (Minus 25% Administrative fee)
Surcharge - \$1.56 (Non-refundable)

For Refunds Requested by the Commissioner of Revenue

I certify this to be a complete, full, true and exact request for refund. Certified this _____ day of _____, 20____.

Signature of Commissioner of Revenue, his deputy or other designated official

Request prepared by: Tracee McLeod, Administrative Assistant, Building Dev Telephone 804-966-9680

Date of Request

March 22, 2024

For Clerk's Use:

Approval date by Board: _____

Admin: _____

Finance: _____

REVIEWS

Attorney _____

Print Form

requested refund by phone 3/21/24



DIBBLE ELECTRICAL, INC.

New Kent County Building Inspections

12007 Courthouse Circle

P.O.Box 150

New Kent, VA 23124

Re: Permit Cancellation

Permit #: ELEC-019958-2024

Dear Sir/Madam,

Today is Tuesday, March 19, 2024 and I am writing to inform you that we need to cancel the above-listed Electrical Permit as we are no longer doing work for the builder and will not be wiring the new single family dwelling located at 11560 Doronhurst Dr.

The permit was issued on 3/6/2024 and was paid for with check number 1050 in the amount of \$77.52. I appreciate your prompt attention to this matter, if you have any questions you can reach me by phone at 804-892-9660 or by email, dibbleelectrical.lindsay@outlook.com.

Respectfully,

Lindsay Dibble

Operations Manager



County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER

ELEC-019958-2024

Issue Date: 03/06/2024

VUSBC: USBC 2018

Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H19-2972-0337	11560 Doronhurst Dr , Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: SHURM CONSTRUCTION INC Address: P O Box 66 MECHANICSVILLE, VA 23111 Phone: (804) 723-5084	Name: Address: Phone:	Name: DIBBLE ELECTRICAL INC Address: 22800 Airpark Dr DINWIDDIE, VA 23803 (804) 892-9660 Phone: 2705181574 Lic No: Issue Date: Lic Exp: 2/28/2025

Project Description
200 AMP / DOM # 10695355

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING 2464SF / 4BED 3BATH


Signature of Approving Official

Date: 03/06/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:

\$77.52

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Supplemental Appropriations

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>FY24 Supplemental Appropriations</p>
<p>Issue</p>	
<p>Recommendation</p>	
<p>Fiscal Implications</p>	<ol style="list-style-type: none"> 1. Animal Shelter Donations, \$325. 2. Gifts & Donations - Fire: Rodney and Mary Fields (\$200), Daniel and Brenda Hardy (\$100), Gene and Carol Wade (\$50), John and Marilyn Leyo (\$50) and Julia Pugliese (\$50), \$450. 3. VRSA Insurance - Sheriff - Claim #02-23-56872-1-AP, DOL 2/15/2024-2/26/2024 (\$484.49) and Claim #02-23-53199-1-AP, DOL 8/7/2023-3/11/2024 (\$18,162.13) and Public Utilities - Claim #02-22-56769-1-BM, DOL 5/28/2023-3/1/2024 (\$24,657.52), \$43,304.14. 4. Sheriff Extra Duty Private - Colonial Downs: 01/12/2024-02/10/2024, \$5,138.83. 5. Charles City Radio Project - November and December 2023 integration, \$861.74. 6. Interest Income - February 2024 for 2022 W&S Bond - \$18,084.41. <p style="margin-top: 10px;"> \$68,164.12 - Total (\$7,260.06) - Total In/Out - General Fund (1101) (\$18,162.13) - Total In/Out -Capital (1302) (\$42,741.93) - Total In/Out - Water/Sewer (1514) </p>
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Supplemental Appropriations for 040424 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 10:43 AM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:46 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 8:50 AM

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Rebecca F. Guthrie, Director of Financial Services
Subject: FY24 Supplemental Appropriations For Munis (April 4 BOS Meeting)
Date: March 20, 2024

FY2023-2024

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Animal Shelter Donations</u>		
<i>Donations totaling \$325.00 received by Sheriff Department</i>		
REVENUE:		
110918-318402	\$ (325.00)	
Animal Shelter Donations		
EXPENDITURE:		
11351000-403190		\$ 325.00
Veterinarian Services		
<u>To Appropriate Gifts & Donations</u>		
<i>Fire: Rodney and Mary Fields (\$200.00); Daniel and Brenda Hardy (\$100.00); Gene and Carol Wade (\$50.00); John and Marilyn Leyo (\$50.00); Julia Pugliese (\$50.00)</i>		
REVENUE:		
110918-318401	\$ (450.00)	
Gifts & Donations		
EXPENDITURE:		
11321000-405894		\$ 450.00
Public Education Donations-Fire		
<u>To Appropriate Funds Received from VRSA Insurance</u>		
<i>Sheriff - Claim #02-23-56872-1-AP, DOL 2/15/2024 - 2/26/2024 (\$484.49) Sheriff - Claim #02-23-53199-1-AP, DOL 8/7/2023 - 3/11/2024 (\$18,162.13) Public Utilities - Claim #02-22-56769-1-BM, DOL 5/28/2023 - 3/1/2024 (24,657.52)</i>		
REVENUE:		
110918-318203	\$ (484.49)	
Insurance Recoveries		
310918-318203	\$ (18,162.13)	
Insurance Recoveries		
370966-366107	\$ (24,657.52)	
Insurance Recoveries		
EXPENDITURE:		
11312000-405840		\$ 484.49
Insurance Damages/Recoveries		
31380000-438090		\$ 18,162.13
Vehicle Acquisition-Sheriff		
37910500-405304		\$ 24,657.52
Insurance-Fire/Property		
<u>To Appropriate Funds for Sheriff Extra Duty Private</u>		
<i>Colonial Downs: 01/12/2024-02/10/2024 (\$5,138.83)</i>		
REVENUE:		
110919-319204	\$ (5,138.83)	
Recovered Costs - Misc.		
EXPENDITURE:		
11312000-401304		\$ 5,138.83
Salaries-Supplemental Activities		
<u>To Appropriate Charles City Radio Project Funds</u>		
<i>November and December 2023 integration (\$861.74)</i>		
REVENUE:		
110919-319204	\$ (861.74)	
Recovered Cost Misc		
EXPENDITURE:		
11318000-403310		\$ 688.50
Repairs & Maintenance		
11321000-401100		\$ 173.24
Salaries & Wages		
<u>To Appropriate Interest Income January 2024 for 2022 W&S Bond</u>		
<i>February 2024 (\$18,084.41)</i>		
REVENUE:		
370961-361101	\$ (18,084.41)	
Interest on Investments		
EXPENDITURE:		
37940000-408642		\$ 18,084.41
Solids Stabilization Dewatering		
	\$ (68,164.12)	\$ 68,164.12

\$ 68,164.12	Total
\$ (7,260.06)	Total In/Out - General Fund (1101)
\$ (18,162.13)	Total In/Out - Capital(1302)
\$ (42,741.93)	Total In/Out - Water/Sewer (1514)
-	Check

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Rebecca F. Guthrie, Director of Financial Services
Subject: FY24 Supplemental Appropriations For Munis (April 4 BOS Meeting)
Date: March 20, 2024

FY2023-2024

This memo is to request the following supplemental appropriations:

Revenue	Expenditure
---------	-------------

cc:

The Honorable Lee Bailey, Sheriff
Joey McLaughlin III, Chief Deputy - New Kent County Sheriff's Office
Nancy Lindsey, Finance Manager
April Davidson, Secretary to the Sheriff
Richard Opett, Fire Chief
Lisa Baber, Deputy Fire Chief
Ellen Browne, Administrative Assistant
Mike Lang, Public Utilities Director
Harold Jones, Assistant Public Utilities Director
Jennifer Ronk, Billing Specialist
Becky Wells, Public Utilities Administrative Assistant
Rodney Hathaway, County Administrator
Matt Smolnik, Assistant County Administrator
Wanda Watkins, Deputy Clerk of the Board
Krista Eutsey, Public Relations Specialist
Amanda Stanger, Executive Assistant to the County Administrator

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Interdepartmental Budget Transfers

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	FY24 Interdepartmental Budget Transfer
Issue	
Recommendation	
Fiscal Implications	1. New Kent Sheriff's Department - From Sheriff Firearm Range to Firearms & Ammunition, \$31,890.
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Budget Transfer for 040424 (PDF)	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 10:08 AM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:49 PM

ACCOUNTING PERIOD:

FY24

BATCH #

REF #

[illegible]

REQUIRES BOS APPROVAL

110949-349211 Trans from Capital
31931000-409201 Trans to G/F

Explanation for transfer:

Pursuant the conversation with County Administrator and NKSO Chief Deputy these funds are needed to supply range ammunition to be used on the range for department training and to replace patrol rifles that are worn for the department.

NLC	3/22/2024
PREPARE'S INITIALS	DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS:

ENTERED:

POSTED:

DEPARTMENT:

New Kent Sheriff's Department

DEPT HEAD SIGNATURE:

Zs Band

L.S. Bailey, Sheriff
March 22, 2024

DATE:

COUNTY ADMINISTRATOR APPROVAL:

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

Treasurer's Report

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	Treasurer's Report - February 2024
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Cash as of February 29, 2024, \$114,408,409.41 including escrow funds.

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Treasurer's Report - February 2024 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/13/2024 - 11:37 AM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:45 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 9:08 AM



Cash Report

As of February 29, 2024

Cash Account Balance (total per statements)	46,859,865.20
<u>Investments</u> (per statements)	
C&F - Certificates of Deposit	8,089,867.07 General Operations
Local Government Investment Pool	4,503.23
Virginia Investment Pool	48,523,759.45
Primis - Money Market + ICS	10,559,525.41
Total Investments	67,177,655.16
Total Cash and Investments	114,037,520.36
Escrow Accounts (Soil and Erosion)	370,889.05
Total Cash in Bank	114,408,409.41 including escrow funds

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

SPECIAL PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	N/A
Subject	"Raise the Woof" Pet Adoption Awareness Event - Sgt. Chad Majette, New Kent County Sheriff's Department
Issue	New Kent Sheriff's Office Animal Protection, New Kent County Economic Development and New Kent County Parks and Recreation have partnered to host the "Raise the Woof" pet adoption awareness event from 11:00 a.m. to 3:00 p.m. on Saturday, April 20, 2024 at Pine Fork Park.
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Sgt. Majette plans to bring at least one animal from our shelter that will be available for adoption.

Time Needed:	10 minutes	Person Appearing:	Sgt. Chad Majette, New Kent County Sheriff's Department
Request prepared by:		Telephone:	
Copy provided to:			

ATTACHMENTS:

Description	Type
Raise The Woof Flyer (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/21/2024 - 1:22 PM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:44 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 8:58 AM

New Kent County is excited to hold this super fun adoption event!



Presents



RAISE THE WOOF



SATURDAY, APRIL 20TH



AT PINE FORK PARK

11:00 AM - 3:00 PM



raffle prizes + games + dog costume contest + more!

Proceeds will go to the New Kent Animal Welfare Fund.

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST
 (TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
 THE MEETING)

Meeting Date: 4/4/2024

RESIDENCY ADMINISTRATOR'S REPORT

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Residency Administrator's Report for March 2024
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Residency Administrator's Report for March 2024 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/28/2024 - 2:05 PM

NEW KENT COUNTY
March 2024

MAINTENANCE:

Jeff Allgood

Pothole Repair:

- 1070 Marl Springs Dr
- 1110 Kentland Trl
- 1129 Villa Green Dr
- 1212 Ridge Rd
- 1245 N Woodland Cir
- 249 New Kent Hwy
- 273 Farmers Dr
- 634 Polish Town Rd
- 30 Eltham Rd
- 60 Pocahontas Trl
- 610 Pine Fork Rd
- 612 Airport Rd
- 612 Tunstall Rd
- 1168 Fawnlake Ct
- 613 Dispatch Rd
- 615 Mountcastle Rd
- 619 Hopewell Rd
- 638 Cosby Mill Rd
- 647 Old Telegraph Rd
- 649 Rockahock Rd

Grade Road:

- 607 Steel Trap Rd
- 642 St Peters Ln
- 647 Old Telegraph Rd
- 672 Wahrani Rd
- 633 Barhams Rd

Shoulder Repair:

- 249 New Kent Hwy
- 60 Pocahontas Trl
- 679 Mt Prospect Rd
- 612 Airport Rd

Erosion Repair:

- 60 Pocahontas Trl
- 1254 Red Cross Bill Way

Hydro Seeding:

- 33 Eltham Rd
- 627 S Waterside Dr
- 620 Homestead Rd
- 632 Stage Rd

NEW KENT COUNTY
March 2024

Pipe Inspection:

- 30 Eltham Rd
- 60 Pocahontas Trl
- 623 Cooks Mill Rd
- 628 Mt Pleasant Rd
- 629 Carriage Rd

Pipe Install / Replace:

- 615 Mountcastle Rd; Cross

Atlantic Pipe Cleaning:

- 33 Eltham Rd
- 1010 Colony Trl

Pipe Cleaning:

- 1213 Forest Dr
- 1271 Aristocrat Dr
- 607 Steel Trap Rd
- 613 Dispatch Rd
- 619 Hopewell Rd
- 631 South Garden Rd
- 647 Old Telegraph Rd
- 662 Golden Wheel Rd

Drop Inlet Cleaning:

- 33 Eltham Rd

Ditch Inspection:

- 155 N Courthouse Rd
- 60 Pocahontas Trl
- 619 Hopewell Rd
- 630 George W Watkins Rd
- 638 Cosby Mill Rd
- 640 Old Roxbury Rd

Ditching:

- 610 Pine Fork Rd
- 641 Curtis Rd
- 627 S Waterside Dr
- 607 Steel Trap Rd
- 1213 Forest Dr
- 632 Stage Rd
- 613 Dispatch Rd
- 638 Cosby Mill Rd
- 628 Mt Pleasant Rd
- 679 Mt Prospect Rd
- 249 New Kent Hwy
- 612 Airport Rd
- 630 George W Watkins Rd
- 640 Old Roxbury Rd
- 643 Mihalcoe Ln

NEW KENT COUNTY

March 2024

Tree Removal / Cleanup:

- 640 Old Roxbury Rd

Tree Pruning / Cleanup:

- 249 New Kent Hwy
- 602 Townsend Rd
- 609 Talleysville Rd
- 638 Cosby Mill Rd

Brush Cutting / Cleanup:

- 602 Townsend Rd
- 608 Old River Rd
- 608 Old River Rd

Tree Debris Cleanup:

- 273 Farmers Dr
- 633 Barham Rd
- 640 Old Roxbury Rd
- 674 Clint Ln

Sign Repair / Replace:

- 618 Olivet Church Rd; Stop
- 630 George W Watkins Rd; End School Zone

Debris:

- 60 Pocahontas Trl
- 633 Barhams Rd
- 601 Tabernacle Rd; Lugs on road
- 618 Olivet Church Rd; Freezer on shoulder
- 647 Old Telegraph Rd
- 649 Rockahock Rd

Trash / Litter Pickup:

- Park & Ride County wide; 8 bags
- Toe Ink Wayside; Park n Ride and Picnic Area
- 60 Pocahontas Trl; 7 bags
- 33 Eltham Rd; 3 bags
- 249 Eltham Rd
- 273 Farmers Dr
- 612 Airport Rd

Miscellaneous:

- Dead animal removal county-wide

Work Requests:

- 110 Received
- 125 Completed

Emergency Call Out After Hours (5):

- 30 New Kent Hwy; Truck in ditch
- 273 Farmers Dr; Tree hanging over road
- 60 Pocahontas Trl; Mattress in road

NEW KENT COUNTY

March 2024

- 619 Hopewell Rd; High water
- 249 New Kent Hwy; High water

PROJECT DEVELOPMENT

Brian Ramsey, P.E.

Projects

NON-ORDINARY MAINTENANCE

Phillip Frazer, P.E.

Studies

- 249 New Kent Hwy & 613 Dispatch Rd; Intersection study requested by county.
Performing high level operational analysis for a roundabout.

Completed Studies

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

PRESENTATIONS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

Subject

Issue

Recommendation

Fiscal Implications

Policy Implications

Legislative History

Discussion

--

Presentation of Proclamation Recognizing April 21-27, 2024 as National Crime Victims' Rights Week - Victim Witness Assistance Program Director Karen Mortensen and District Three Supervisor Amy M. Pearson

The Victim Witness Office has requested that the Board of Supervisors recognize April 21-27, 2024 as National Crime Victims' Rights Week.

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This proclamation was approved by the Board of Supervisors as a part of the April 4, 2024 Consent Agenda.

This proclamation is sponsored by District 3 Supervisor Amy M. Pearson.

Time Needed:

Person Appearing:

Victim Witness
Assistance Program
Director Karen
Mortensen & District
5 Supervisor John
Lockwood

Request
prepared by:

W. Watkins, Deputy
Clerk of the Board

Telephone:

804-966-9687

Copy provided
to:

--

ATTACHMENTS:

Description	Type
National Crime Victims Rights Week (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 2:32 PM

Administration
Attorney

Hathaway, Rodney
Everard, Joshua

Approved
Approved

3/26/2024 - 4:18 PM
3/27/2024 - 8:54 AM

PROCLAMATION
APRIL 21-27, 2024
NATIONAL CRIME VICTIMS’
RIGHTS WEEK

Whereas, surviving a crime can have a myriad of lasting effects on victims, including physical, psychological, social, and financial issues; and

Whereas, we know that countless survivors never tell anyone about what happened to them; and

Whereas, each of us has a moral responsibility to actively participate in the healing of others; and

Whereas, it is necessary to create safe environments for survivors of crime, providing not only support but also access to critical services and, above all, hope; and

Whereas, victim service providers, community members, businesses, places of worship, colleagues, neighbors, and family members are capable of providing victim-centered, trauma-informed, and culturally responsive support; and

Whereas, we must listen to survivors and be willing to create new options for support to ensure that all victims of crime can receive help and seek justice; and

Whereas, we must do everything we can to show survivors that hope — the belief that the future will be better — is not just tangible but within their reach; and

Whereas, National Crime Victims’ Rights Week encourages all people to ask themselves the question, “How would you help a victim of crime?” and

Whereas, the New Kent Victim Witness Assistance Program is hereby dedicated to raising awareness of options, services, and hope for crime survivors; and

Now, therefore be it resolved, that on this 4th day of April, 2024, the New Kent County Board of Supervisors does hereby proclaim the week of April 21 to 27, 2024 to be Crime Victims’ Rights Week, and reaffirms this County’s commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims’ Rights Week and throughout the year; and expresses its sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

Attest:

Rodney A. Hathaway, Clerk of the Board

Thomas W. Evelyn Board Chairman

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

PUBLIC HEARINGS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

Subject

**PUBLIC HEARING - Proposed Tax Levies for Fiscal Year
2025 - County Administrator Rodney Hathaway**

Issue

Recommendation

No action is requested at this time.

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Person Appearing:

Rodney A.
Hathaway, County
Administrator

Request
prepared by:

W. Watkins, Deputy
Clerk of the Board

Telephone:

804-966-9687

Copy provided
to:

ATTACHMENTS:

Description
Proposed FY25 Tax Levies (PDF)

Type
Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 11:19 AM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:50 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 9:14 AM

New Kent County Board of Supervisors
Notice of Public Hearing
Proposed Tax Levies for Fiscal Year 2025

Pursuant to Section 58.1-3007, Section 58.1-3321 and 15.2-1427, Code of Virginia, 1950, as amended, the Board of Supervisors of New Kent County, Virginia (New Kent County) will hold a Public Hearing on April 4, 2024, beginning at 7:00 p.m., or as soon thereafter as possible, in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, Virginia for the purpose of considering the following proposed tax levies to support the proposed Fiscal Year 2025 Budget of New Kent County.

The County of New Kent proposes to increase real estate property tax levies for the fiscal year beginning July 1, 2024 and ending June 30, 2025 by \$0.07 over the equalized rate of \$0.57. The FY24 real estate tax rate totals \$0.67 per \$100 of assessed value.

- 1. Assessment Increase: Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 18.7 percent.
- 2. Lowered Rate Necessary to Offset Increased Assessment: The average tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, totals \$0.57 per \$100 of assessed value. This rate will be known as the "lowered tax rate" or the "equalized tax rate".
- 3. Effective Rate Increase: The County of New Kent proposes to adopt a tax rate of \$0.64 per \$100 of assessed value. The difference between the equalized tax rate of \$0.57 and the proposed rate of \$0.64 would be \$0.07 per \$100, or 12.3 percent. This difference will be known as the "effective tax rate increase."

Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

- 4. Proposed Total General Fund Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total General Fund budget of the County of New Kent will exceed last year's by approximately 12.1 percent.

TAX LEVIES

**AN ORDINANCE TO IMPOSE TAX LEVIES UPON REAL ESTATE AND
TANGIBLE PERSONAL PROPERTY FOR THE FISCAL YEAR 2024-25**

The following levies are proposed to become effective July 1, 2024 (FY25 Budget):

Class of Property	Rate Per \$100 of Assessed Valuation	Change
1. Real Estate (Change Over the Equalized Rate of \$0.57)	0.64	+ 0.07
2. Vehicles without motive power, used or designed to be used as manufactured homes as defined in Section 36-85.3 of the Code of Virginia. (Change over the Equalized Rate of \$0.57)	0.64	+ 0.07
3. Public Service Corporation Real Property (Change Over the Equalized Rate of \$0.57)	0.64	+ 0.07
4. Tangible Personal Property not otherwise exempt or set out	3.75	None
5. Motor Vehicles	3.10	None
6. Public Service Corporation Tangible Personal Property	3.75	None
7. Special rate for Tangible Personal Property not otherwise exempt or set out for one vehicle per qualified Fire-Rescue Volunteer or Auxiliary Volunteer	1.55	None
8. Boats, Campers, and Recreational Vehicles	3.25	None
9. Airplanes	0.75	None
10. Machinery and Tools	0.75	None

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370, or by email to bos@newkent-va.us. Comments received by 12:00 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance may be viewed approximately one week prior to the hearing in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours or at <http://www.co.new-kent.va.us>. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687.

By the authority of
Rodney A. Hathaway
Clerk of the Board

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

PUBLIC HEARINGS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

Subject

PUBLIC HEARING - Proposed Amendments to Appendix A - Fees of the New Kent County Code - County Administrator Rodney Hathaway

Issue

Recommendation

No action is requested at this time.

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Person Appearing:

Rodney A.
Hathaway, County
Administrator

Request
prepared by:

W. Watkins, Deputy
Clerk of the Board

Telephone:

804-966-9687

Copy provided
to:

ATTACHMENTS:

Description

Type

Proposed Fee Amendments for FY25 (PDF)

Cover Memo

REVIEWERS:

Department

Reviewer

Action

Date

Clerk

Watkins, Wanda

Approved

3/26/2024 - 11:21
AM

Administration
Attorney

Hathaway, Rodney
Everard, Joshua

Approved
Approved

3/26/2024 - 1:50 PM
3/27/2024 - 9:15 AM

**NEW KENT COUNTY
PROPOSED FY25 BUDGET
FEE CHANGES**

Notice is hereby given that the New Kent County Board of Supervisors will hold a public hearing on Monday, April 4, 2024, at 7:00 p.m., or as soon thereafter as possible, in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, Virginia, to consider the following fee changes.

Under the authority granted in §§ 15.2-2286 and 36-105 of the Code of Virginia, an Ordinance to amend Appendix A of the New Kent County Code to increase or amend fees as follows:

AIRPORT FEES

Item	Current	Proposed
Closed T-Hangar fee, per month	\$145.00	\$152.00
Open T-Hangar fee, per month	\$135.00	\$142.00
Corporate Hangar #18 fee, per month	\$260.00	\$273.00
Corporate Hangar #19 fee, per month	\$175.00	\$184.00
Space Rental-Main Terminal Hangar, per month	\$200.00	\$210.00
Hangars A-1 to A-5, per month	\$250.00	\$263.00
Hangar A-6, per month	\$310.00	\$326.00
Hangars A-7 to A-10, per month	\$250.00	\$263.00
Row A hangars split two tenants (excluding A-6), per month	\$150.00	\$158.00

BUILDING PERMIT FEES

Item	Current	Proposed
Missed Inspection fee	\$55.00	\$75.00
<u>Amusement device rides:</u>		
Small mechanical/inflatable	\$35.00	\$55.00
Circular/flat rides	\$55.00	\$75.00
Spectacular rides	\$75.00	\$100.00

PUBLIC SAFETY – FIRE DEPARTMENT

Item	Current	Proposed
<u>Cost Recovery for Emergency Response:</u>		
Deputy Fire Marshal	\$56.64/HR	\$65.00/HR
Assistant Fire Marshal	\$33.56/HR	\$40.00/HR
Fire Captain	\$28.26/HR	\$35.00/HR
Battalion Chief	\$47.16/HR	\$55.00/HR
Firefighter(s)	\$19.76/HR	\$25.00/HR
Engine Company	\$125.00/HR	\$150.00/HR
Tanker Company	\$100.00/HR	\$125.00/HR
Ambulance	\$95.00/HR	\$130.00/HR
Brush Truck	\$70.00/HR	\$100.00/HR
Multi-Purpose Emergency Response Vehicle (MERV)	\$50.00/HR	\$75.00/HR
<u>Cost Recovery for Emergency Medical Services:</u>		
Basic Life Support	\$550.00	\$600.00
Advanced Life Support I	\$700.00	\$750.00
Per mile charge for transport to hospital	\$12.00	\$15.00
<u>Private Event Request: (Minimum 4 hour)</u>		
Fire-Rescue Personnel	\$55.00/HR	\$60.00/HR
Fire Marshal's Office Personnel	\$55.00/HR	\$65.00/HR
Emergency Management Personnel	\$55.00/HR	\$60.00/HR
Engine Company	\$125.00/HR	\$175.00/HR
Tanker Company	\$100.00/HR	\$125.00/HR
Ambulance	\$130.00/HR	\$150.00/HR
Brush Truck	\$70.00/HR	\$100.00/HR
Multi-Purpose Emergency Response Vehicle (MERV)	\$50.00/HR	\$75.00/HR

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370, or by email to bos@newkent-va.us. Comments received by 12:00 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance may be viewed approximately one week prior to the hearing in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours or at <http://www.co.new-kent.va.us>. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687.

By the authority of
Rodney A. Hathaway
Clerk of the Board

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

APPOINTMENTS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Appointments - Delegated by District
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointments Delegated by District (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/13/2024 - 2:52 PM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:46 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 8:58 AM

PROPOSED MOTIONS:

DISTRICT ONE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT TWO APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT THREE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT FOUR APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT FIVE APPOINTMENTS

I move to appoint _____ as District Five representative to the Purchase of Development Rights Committee to complete a three-year term ending June 30, 2024. *(The term of Julian Ward expired on June 30, 2021.)*

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST
 (TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
 THE MEETING)

Meeting Date: 4/4/2024

APPOINTMENTS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Appointments - Not Delegated by District
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointments NOT Delegated by District (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/13/2024 - 2:53 PM
Administration	Hathaway, Rodney	Approved	3/26/2024 - 1:43 PM
Attorney	Everard, Joshua	Approved	3/27/2024 - 9:10 AM

PROPOSED MOTIONS:

Boards and Commissions not Delegated by District

I move to appoint _____ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a four-year term ending December 31, 2025. *(The term of David Sontos expired on December 31, 2021. This appointment should be made by the District 1 BOS Member.)*

I move to appoint _____ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to serve a four-year term beginning January 1, 2024 and ending December 31, 2027. *(The term of Donald Seeterlin expired December 31, 2019. This appointment should be made by the District 2 BOS Member.)*

I move to appoint _____ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a four-year term ending December 31, 2026. *(The term of Jeffrey Mitchell expired on December 31, 2022. This appointment should be made by the District 4 BOS Member.)*

I move to appoint _____ as an alternate member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a term ending December 31, 2025. *(This position has been vacant since 2013.)*

I move to appoint **René Shepperson** as a representative to the Housing Advisory Committee. *(This is a new position created by the adoption of Resolution R-19-23 on July 13, 2023. This appointment should be made by the District 4 BOS Member.)*

I move to appoint **Muriel Rodriguez** as a representative to the Housing Advisory Committee. *(This is a new position created by the adoption of Resolution R-19-23 on July 13, 2023. This appointment should be made by the District 4 BOS Member.)*

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2023 and ending June 30, 2026. *(The term of Robert Gray expired June 30, 2023. Mr. Gray was appointed as the District 2 representative on January 10, 2024.)*

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2022 and ending June 30, 2025. *(The term of William Wallace, III expired on June 30, 2022.)*

PLEASE NOTE – The following 11 appointments are for the Youth Community Service Committee. The term is one year and **your appointees DO NOT have to reside within your district.** Also please note, **all three adult member positions are currently vacant.**

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Ella Joel who graduated in 2023. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Lucy Vick who graduated in 2022. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Lauren Vick who graduated in 2022. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(Alexis Sarquah had been serving and her term expired on December 31, 2022. Alexis will be a 2024 graduate. This appointment should be made by the **District 2 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(Andel Sarquah had been serving and her term expired on December 31, 2022. Andel will be a 2024 graduate. This appointment should be made by the **District 2 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the **District 4 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the District 4 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the District 4 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Ellie Davis who graduated in 2023. This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(Sarah Miller had been serving and her term expired on December 31, 2023. Sarah will be a 2024 graduate. This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Serra Swartout who graduated in 2023. This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. *(Joe Swartout had been serving and his term expired December 31, 2023.)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. *(This seat was held by Peggy Spiak who stepped down effective June 30, 2022.)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. *(Tonnie Swartout had been serving and her term expired December 31, 2023.)*

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

APPOINTMENTS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

Subject

Appointments - Regional Boards and Commissions

Issue

Recommendation

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Person Appearing:

Request
prepared by:

W. Watkins, Deputy
Clerk of the Board

Telephone:

804-966-9687

Copy provided
to:

ATTACHMENTS:

Description

Type

Appointments - Regional Boards and Commissions
(PDF)

Cover Memo

REVIEWERS:

Department

Reviewer

Action

Date

Clerk

Watkins, Wanda

Approved

3/13/2024 - 2:55 PM

Administration

Hathaway, Rodney

Approved

3/26/2024 - 1:49 PM

Attorney

Everard, Joshua

Approved

3/27/2024 - 9:11 AM

Regional Boards and Commissions

I move to appoint _____ as the **District 5** representative to the Heritage Library Board of Trustees to serve a four-year term beginning July 1, 2023 and ending June 30, 2027. *(The term of Connie C. Nalls expired on June 30, 2023. Appointees are limited to two consecutive terms and Ms. Nalls is not eligible for reappointment.)*

I move to appoint _____ as New Kent's alternate representative to the Richmond Regional Transportation Planning Organization's Citizen Transportation Advisory Committee to complete a term ending December 31, 2025. *(This seat was previously held by John P. Moyer. Lisa Guthrie is currently serving as New Kent's appointee.)*

I move to appoint _____ as a New Kent representative to the Thrive Virginia Board to complete a four-year term ending December 31, 2024. *(Joe Swartout had been serving and has resigned.)*

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 4/4/2024

ADJOURNMENT

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adjourn.
Subject	Adjournment
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, May 6, 2024, and the next work session will be held at 9:00 a.m. on Tuesday, April 30, 2024, both in the Boardroom of the County Administration Building.

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Closed Session Motions (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/26/2024 - 11:52 AM

MOTIONS FOR CONVENING A CLOSED SESSION

- 1 I move to go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia for *(discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or County employees)* involving _____.
- 3 I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for *(discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County)* involving _____.
- 4 I move to go into closed session pursuant to §2.2-3711A.4 of the Code of Virginia for *(the protection of the privacy of individuals in personal matters not related to public business)* involving _____.
- 5 I move to go into closed session pursuant to §2.2-3711A.5 of the Code of Virginia for *(discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community)* involving _____.
- 6 I move to go into closed session pursuant to §2.2-3711A.6 of the Code of Virginia for *(discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the County would be adversely affected)* involving _____.
- 7 I move to go into closed session pursuant to §2.2-3711A.7 of the Code of Virginia for *(consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel)* involving _____.
- 19 I move to go into closed session pursuant to §2.2-3711A.19 of the Code of Virginia for *(discussion of plans to protect public safety as it relates to terrorist activity and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure)* involving _____.
- 28 I move to go into closed session pursuant to §2.2-3711A.28 of the Code of Virginia for *(discussion or consideration of records excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.6 by a responsible public entity or an affected local jurisdiction, as those terms are defined in § 56-557, or any independent review panel appointed to review information and advise the responsible public entity concerning such records)* involving _____.

- 29 I move to go into closed session pursuant to §2.2-3711A.29 of the Code of Virginia for *(discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board)* involving _____.
- 33 I move to go into closed session pursuant to §2.2-3711A.32 of the Code of Virginia for *(discussion or consideration of confidential proprietary records and trade secrets excluded from this chapter pursuant to subdivision 18 of § 2.2-3705.6.)* involving _____.

CERTIFICATION OF CLOSED SESSION

A. Motion

I move that the Board certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session.

B. Vote taken on certification.

Present:

Vote:

Thomas W. Evelyn
John P. Moyer
Amy M. Pearson
Ron Stiers
Jordan T. Stewart