

Sussex County Board of Supervisors Meeting
Thursday, July 18, 2024 – 6 pm
General District Courtroom – Sussex Judicial Center
15098 Courthouse Road, Sussex VA 23884

AGENDA

1. Commencement

- 1.01 Call to Order/Determine Quorum
 - a. Approval of Board Member(s) Participating by Phone under Board Remote Participation Policy
- 1.02 The Invocation
- 1.03 The Pledge of Allegiance
- 1.04 Agenda Amendment(s)
- 1.05 Approval of Regular Agenda

2. Approval of Consent Agenda

- 2.01 Approval of Minutes: June 3 Joint BOS-PC, June 20 Special, June 20, Regular, June 25 Personnel Committee and June 26, 2024 Special Board Meetings
- 2.02 Warrants and Vouchers
- 2.03 Treasurer's Report & Financial Update – *for information only*
- 2.04 Departmental Reports – *for information only*
- 2.05 Davenport Invoice for Financial Services
- 2.06 Kroger Opioid Settlement Resolution
- 2.07 Victim Witness Grant Award #25-O1439VW22 Approval
- 2.08 CSA Revolving Fund Temporary Cap Increase
- 2.09 Wakefield Police Service Agreement Amendment

3. Recognitions/Awards/Presentation

- 3.01 Introduction of Solid Waste Coordinator, Victor White
- 3.02 RESOLUTION: Recognition of Mr. Calvin C. Tyler, Sr. 100th Birthday

4. Public Hearing

- 4.01 Ordinance Amendment #2024-02, Chapter 14: Environment and Natural Resources, Article II. Erosion and Sediment Control, of the Sussex County Code of Ordinances
 - A. Board Member Comments
 - B. Public Comments
 - C. Action, if any

5. Appointments – none

6. Action Items

- 6.01 Contract for Professional Architectural/Engineering Services for Fire/EMS Design (RFP #2024-01)
- 6.02 Commonwealth's Attorney Funding Request for Computer Software Purchase
- 6.03 Sheriff's Request for Vehicle Purchase

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7. Citizens' Comments

8. Unfinished Business

8.01 Contract for Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities (RFP #2023-02)

9. New Business

9.01 Proposed Meals Tax Ordinance

10. Board Members Comments

10.01 Blackwater District

10.02 Courthouse District

10.03 Henry District

10.04 Stony Creek District

10.05 Wakefield District

10.06 Waverly District

10.07 Yale District

11. Closed Session – none

12. Recess/Adjournment

12.01 Recess/Adjournment

**At a Joint Public Hearings of the
Sussex County Board of Supervisors
and the Planning Commission
Held at the Sussex Central Elementary School Gymnasium on
Monday, June 3, 2024 at 6 pm**

BOARD MEMBERS PRESENT

Thomas W. Baicy, III
C. Eric Fly, Sr.
Alfred G. Futrell
Wayne O. Jones
Phyllis T. Tolliver
Rufus E. Tyler, Sr.
Steve D. White

PLANNING COMMISSIONERS PRESENT

Kevin Bracy
J. Lafayette Edmonds
Roger King
Elena Grinstead
Dennis P. Mason
Terry Massenburg
Andrew Mayes
Rudolph Shands

STAFF PRESENT

Richard Douglas, County Administrator
Danielle Powell, County Attorney
John Broderick, Director of Finance and Business Operations
Ernest Giles, Sheriff
Julius Hamlin, Division Superintendent
Michael Kessinger, Captain
Michael Poarch, Planner
Nick Sheffield, Emergency Services Chief
Beverly Walkup, Planning Director
Shilton R. Butts, Assistant to the County Administrator/
Clerk to the Board

1. Call to Order/Determine Quorum

Chairman Jones stated that In advance of the March 25, 2024, joint Planning Commission-Board of Supervisors meeting, public notices for the Blackwater Solar project public hearings were published in the print and online editions of the Petersburg Progress-Index in accordance with the time periods required by state law. However, County staff later confirmed with the newspaper that it is no longer generally circulated in Sussex County. For this reason, the Board of Supervisors at the Chairman's direction and with the recommendation of County Administration, re-advertised and rescheduled the public hearing in the Sussex-Surry Dispatch.

Chair Massenburg called the June 3, 2024 Joint Public Hearings meeting of the Planning Commission to order.

Chairman Jones called the June 3, 2024 Joint Public Hearings meeting of the Sussex County Board of Supervisors to order.

2. Overview of Process and Public Hearing Rules

Chairman Jones stated that purpose of the June 3, 2024 meeting was to conduct a public hearing on the Blackwater solar project. As listed on the agenda, first, the applicant, Blackwater Solar, would present their application for a conditional use permit and a rezoning application to construct a 600 MW solar energy project along with a 400 MW battery energy storage system in the County.

He stated that after the applicant's presentation, the County's land use consultant for the application would provide their finds and recommendations.

After the presentations, the Board and Planning Commission would then conduct the joint public hearing so that those in attendance would have the opportunity to provide their input. After everyone who desired to speak had done so, the joint public hearing would be closed. The Board and Planning Commission may, at that time, ask questions of the applicant, consultant and staff. In addition, according to the Board's bylaws, the applicant would have a chance to respond to any public comments if they choose to do so.

Chairman Jones stated the he didn't believe that either the Planning Commission or the Board intended to take any formal action this meeting. If so, both bodies would adjourn their meetings.

3. Summary of Rezoning and Conditional Use Permit Applications and Staff Findings/ Recommendations

Michael Zehner, Director of Planning and Community Development with the Berkley Group and the County's third party reviewer for the solar project for Blackwater Solar, provided a brief presentation.

Mr. Zehner stated that the proposed Blackwater Solar, LLC project will consist of a 600 megawatt (MW) Utility Scale solar facility and 400 MW Battery Energy Storage System on approximately 4,800 acres out of a total acreage of 8,355 acres.

The Zoning is Planned Unit Development (PUD) and General Agricultural (A-1). It's comprised of 18 parcels. The applicant is Clenera, LLC.

The proposed project is located on property in the Wakefield Planning Area approximately .5 mile from the Town of Wakefield at its closest point to town limits on Courtland Road (Rt. 628), and properties located in the area of Brittles Mill Road (Rt. 620), Barrett Church Road (Rt. 605), Turkey Pen Road (Rt. 729), Cedar Sign Post Road (Rt. 622), Walter Lanier Road (Rt. 740), Union Hill Road (Rt. 606), Beaverdam Road (Rt. 606), and Union Camp Drive (private) in the Wakefield Election District

The application is comprised of two applications. The Rezoning/Zoning Amendment Application #2024-02 and Conditional Use Permit (CUP) Application #2024-01.

Mr. Zehner stated that the Zoning Application is necessary because two of the parcels are zoned Planned Unit Development.

The applicant, Blackwater Solar, LLC, under ZA #2024-02 seeks to rezone Tax Parcel Number 78-A-19 and 60-A-15 containing a total of 1,279 acres from PUD to General Agricultural (A-1), originally intended to be developed as the Drumwright Mill Subdivision, a 500-lot planned residential community.

Parcel 60-A-15 is approximately 316 acres of mixed timber forest, with a pond (Drumwright Pond) located on the east/southeast boundary line shared with Parcel ID 784-19. A small number of residences are located near the pond, accessed via Cantina Way and Drumwrights Lane — both private roads which are accessible from Brittle's Mill Rd on the western boundary' of the parcel. A transmission line runs from east to west along the northern portion of the parcel. Parcel 784-19 is approximately 963 acres of mixed timber forest. The northeast portion of the parcel shares a boundary With 60-A-15. The parcel is predominantly surrounded by other mixed use or pine forest. Courtland Road bisects the parcel, running approximately north/south, intersecting the northern boundary Of the parcel approximately 1/2 mile south of the southern boundary of Wakefield.

The reason or the rezoning is the current PUD zoning does not permitted the intend use of a solar facility. Therefore, a request to rezone the properties to the A-1 zoning district which will allow this intended use with a Conditional Use Permit.

The two parcels are critical to the overall proposed project. The parcels comprise the existing transmission line. It serves as the point of interconnection for the solar facility and will also consist of the proposed substation, switchyard, and battery energy storage system (BESS), located on parcel 60-A-15. With the exception of buffers/setbacks, the remainder of parcel 60-A-15 would be developed with fenced solar facility components, and parcel 78-A-19 is proposed to be similarly developed.

Comprehensive Plan

The Wakefield Small Area Plan designates the Future Land Use as Residential and Agricultural, with the western portion of the parcels principally designated as Residential and the northern and eastern portions designated as Agricultural.

Mr. Zehner stated that the second application is Conditional Use Permit Application #2024-01 Blackwater Solar, LLC is the least with respect to the two parcels subject to the rezoning is predicated on the properties being rezoned. The Conditional Use Permit will apply to 18 parcels.

The Conditional Use Application is for a Solar Facility along with the battery energy storage component. substation, switchyard for transmission grid. applicant, Blackwater Solar, LLC, under CUP #2024-01 seeks a conditional use permit for a 600 megawatt (MW) Utility Scale solar facility and 400 MW Battery Energy Storage System on approximately 4,800 acres out of the total acreage of 8,355 acres

The proposed project is located on property in the Wakefield Planning Area approximately .5 mile from the Town of Wakefield on Courtland Road (Rt. 628), and properties located in the area of

Brittles Mill Road (Rt. 620), Barrett Church Road (Rt. 605), Turkey Pen Road (Rt. 729), Cedar Sign Post Road (Rt. 622), Walter Lanier Road (Rt. 740), Union Hill Road (Rt. 606), Beaverdam Road (Rt. 606), and Union Camp Drive (private) in the Wakefield Election District.

It's zoned General Agricultural (A-1) District and Planned Unit Development (PUD). It's comprised of 18 parcels: 115-A-12; 115-A-19; 132-A-2; 132-A-6; 60-A-15; 77-A-8; 78-A-11; 78-A-12; 78-A-13; 78-A-17A; 78-A-18; 78-A-19; 94-A-5; 95-A-1; 96-A-12; 132-A-3; 114-A-1; 13-5. It's located in the Wakefield Electin District. The applicant representative is Ed Rumler, Clenera, LLC.

The Zoning and Existing Zoning

The majority of the parcels subject to the project proposal are zoned A-1, General Agricultural, and 2 of the parcels are zoned PUD, Planned Unit Development. A utility-scale solar facility is not allowed as use within the PUD zoning district; therefore, the Applicant is seeking to rezone the PUD parcels to A-1, 78-A-19 and 60-A-15, and has filed a separate, concurrent application for rezoning in conjunction with the Conditional Use Permit request.

The project area is relatively flat and will require minimal grading. The Applicant has indicated that the development/disturbance area of the project, or at least 4,782.8 acres thereof, is comprised of the following uses: 4,040.2 acres or 84.5% Commercial Pine Plantations, 605.1 acres or 12.7% Mixed Forest, and 137.5 acres or 2.9% Traditional Agriculture.

The remainder of the parcel area is understood to be comprised of similar uses.

Description of Proposed Development

The "Project Area" or "Disturbance Area" will occupy roughly 4,800 acres spread out over a series of separate, fenced-in panel arrays defined by the County as "PV Pods", and a small battery storage area near the transmission line (roughly 30 acres). In total, the disturbance area for the project will not exceed 5,000 acres (further codified in the Proposed CUP Conditions).

The PV Pods will vary in size between 3 and 150 acres, with an average pod size of 50 acres. Each pod will be surrounded by a chain link fence, inside which are parallel rows of solar panels, support structures and racking, stormwater basins, electrical collection lines, transformers, inverters, and access roads.

The project infrastructure will consist of approximately 1.4 million solar photovoltaic modules (PV panels) mounted on steel racking structures, inverters, a transformer, and control cabinet, switch gear, meter, interconnection, and security fencing.

Energy generated will be connected to the grid at an existing 500 kV transmission line on the north side of the Project boundary. A new utility substation will be constructed to interconnect the project to the 500 kV line. The substation will be located within the project boundary but will be serviced, maintained, and owned by Dominion Energy. The project has two pending interconnection applications with PJM – one for the solar facility, and one for the battery storage facility

Construction Schedule

The Applicant expects solar construction to progress in three phases— each of which will comprise 200MW of solar. Phase 1 construction is scheduled to begin in the 3rd Quarter of 2025 and is expected to last 24 months. The timeline from the beginning of Phase 1 to the completion of construction is expected to take 3 years. The proposed battery energy storage facility will be constructed during the final 9 to 12 months of the scheduled construction period, to be finished at the same time as the full facility is operational in mid-2028.

Notable Aspects

PV panels will cover 1,500 acres or approximately 18% of the total project area (8,355 acres) or 31% of the development/disturbance area (4,800 acres).

A minimum setback of 150' from property lines and public rights of way, and 300' from residences. In addition, a minimum setback from delineated wetlands by an undisturbed 50-foot buffer.

The Applicant proposes 31 vehicular access points from the existing road network for access to the entire project area and will construct service roads within the project area with connecting access points to the PV Pods.

The Applicant has indicated that small to medium-sized animals will have access to the full site through wildlife-friendly fencing, while larger wildlife will have consistent access to over 40 miles of wildlife corridors and over 2,000 acres of preserved open space.

Adjacent and Surrounding Use

The project area abuts 118 parcels that are zoned A-1, including residences, agricultural and forestry uses, and a century farm. The project area is adjacent to the Big Woods Wildlife Management Area and the Airfield 4-H Conference Center, and is within four (4) miles of the Waverly Solar project and 0.5 miles from the town boundary of Wakefield. The Applicant has indicated that the proximity of the project to the Town “is necessary to comply with the requirement for proximity to the transmission line.”

Comprehensive Plan

As part of the Comprehensive Plan, most recently the County adopted Small Areas Plans as an addendum to the Plan. The subject properties are located in the Wakefield Small Area Plan. The Wakefield Small Area Plan designates the Future Land Use of the majority of the area under the application as Agricultural, with a small area of the northwestern portion designated as Residential.

Additionally, the Comprehensive Plan was amended on February 17, 2022 to adopt policy for solar and battery storage facilities.

A copy of the presentation was provided to the Board members and Planning Commission.

4. Applicant Comments Regarding Rezoning and Conditional Use Permit Applications

Staff Review and Comments

1) Rezoning/Conditional Zoning Application Amendment #2024-02, Blackwater Solar, LLC

Mr. Zehner stated that while the potential use and development of the property under PUD zoning is specifically referenced in the Comprehensive Plan, further research has revealed that water and sewer capacity is not available to accommodate high-density residential development in this area. Therefore, staff is of the opinion that there is no valid basis for the PUD zoning to remain in place.

Staff recommends that requested A-1 rezoning be approved.

2) CUP #2024-01, Blackwater Solar, LLC

Staff review was based on conformity with the Comprehensive Plan, specifically the Wakefield Small Area Plan and the Comprehensive Plan's policies for Utility-Scale Solar Facilities and Battery Energy Storage Facilities, as well as the purposes for the Zoning Ordinance.

Based upon review, staff recommends approval of the requested Conditional Use Permit with conditions to ensure consistency with applicable Comprehensive Plan policies and the purposes of the County's Zoning Ordinance.

It was noted that the application was subject to review by other County and State Agency Departments to include the following:

Other Reviewing Agencies/Departments:	
Virginia Department of Transportation (VDOT)	Chief of Fire and Rescue
Department of Conservation and Recreation (DCR)	Southampton County
Department of Historic Resources (DHR)	Department of Environmental Quality (DEQ)- No comment
Department of Wildlife Resources (DWR)	Department of Forestry (DOF)- No comment
Town of Wakefield	Sheriff Department- No comment

Staff recommended 47 conditions to be imposed on the CUP application.

1. The Applicant shall develop, construct, operate, and maintain the Project in substantial conformance with the conceptual plans (titled “Concept Plan, Blackwater Solar,” plan sheets C4.0 thru C4.8, dated April 27, 2023, (the “Concept Plan”, with the area shown thereon referred to herein as the “Site”), and these CUP Conditions. Substantial conformance will be determined by the Zoning Administrator based on his/her review of the final site plan application (the “Site Plan”). Deviations determined not to be in substantial conformance with the conceptual plans, or consistent with these Conditions as may be necessary or required, shall require review and approval as an amendment to the CUP, following the process for the granting of a CUP.
2. Project capacity shall be limited to a maximum of 600 MWac for the Solar Facility and 400 MWac for the BESF facility. The CUP permits the active developed area of the Site, within the fence line, to consist of up to 4,800 acres on Sussex County Tax Map Parcels 132-A-2, 132-A-3, 78-A-17A, 78-A-18, 94-A-5, 60-A-15, 78-A-19, 78-A-11, 78-A-12, 95- A-1, 115-A-12, 115-A-19, 132-A-6, 77-A-8, 78-A-13, 96-A-12, 114-A-1, and 13-5 (the “Project Parcels”).
3. The Applicant shall give the County written notice of any change in ownership or entities responsible for operations or asset management of the project within thirty (30) days after the change.
4. Prior to or in conjunction with Site Plan review, the Applicant shall submit details on the linear facilities (access roads, medium voltage collector systems, and telecom equipment) and associated easements which connect noncontiguous portions of the project, including secured easements, to the Zoning Administrator for approval. Approval of the Site Plan shall not be granted without prior approval of these connections by the Zoning Administrator, or without the existence of executed easements for the connections.
5. To accommodate wildlife crossing of the site, the Applicant shall refer to the Virginia Department of Wildlife Resources Commission’s most recent Solar Energy Facility Guidance in the design of the Site Plan, working with the Zoning Administrator to meet the intent, if not the letter of the Guidance. Individual fenced areas shall be limited to a maximum of 150 acres.
6. Setbacks shall be as required by the Ordinance, except where they exceed the requirements of the Ordinance, as shown on the Concept Plan or as may be included in the Site Plan. In all cases, setbacks shall be no less than the perimeter setback required by the Ordinance for the Project. There shall be no setbacks required between the internal lot lines of parcels in the Site.
7. For all streams and wetlands there shall be a minimum setback of 50’ for all installed equipment. Setbacks from wetlands shall include a minimum of 50’ undisturbed buffer. Greater setbacks from these features may be required to address specific site conditions with final setbacks to be determined in coordination with the Zoning Administrator at Site Plan approval, accounting for final detailed site and environmental studies and analysis. In no case shall these setbacks

be required to exceed 100' unless otherwise required by applicable regulations, statutes or ordinances. Erosion control and stormwater control measures shall not be placed in the undisturbed buffer, except for necessary stormwater outfall structures, as depicted and approved on the approved Site Plan. Required buffers shall remain undisturbed for the life of the project.

8. The project shall provide for a 150' perimeter setback, as defined by the Ordinance, with encroachments allowed only where generally depicted on the Concept Plan. The setbacks areas shall include visual buffers to shield the Project from view. Visual buffers shall be comprised of 150' of existing natural vegetation where such vegetation exists as of March 25, 2024 (the date of the joint public hearing by Planning Commission and the Board of Supervisors), and there shall be minimal removal of existing buffer vegetation adjacent to road entry points. As a condition of approval of the Final Site Plan, Applicant will conduct a boundary tour with the Zoning Administrator to determine the locations of gaps in existing natural vegetation within a required buffer area and determine the necessary supplemental plantings to facilitate effective screening of the Project which shall be Blackwater Solar Revised Staff Recommendations 3 depicted on the Final Site Plan. All security fencing shall be installed on the interior of the vegetated buffer.
9. The Zoning Administrator may, in connection with Site Plan review and approval, require buffers to be supplemented with additional plantings of native and/or pollinator species where compatible with site conditions. Supplemental plantings of trees (approximately six (6) feet in height and 2.5 inches in caliper at time of planting) and shrubs shall be installed as required by the Zoning Administrator. A staggered double row of trees/shrubs shall be planted on 10-foot centers in the exterior 25 feet of the screening area. Tree and shrub seedlings shall be planted in the remaining screening area. Other perimeter plantings that effectuate sufficient visual screening may be approved by the Zoning Administrator, including, but not limited to native evergreen trees. Buffer plantings, both existing and supplemental planting, shall be maintained in good health to ensure sufficiency of the screening, as determined by the Zoning Administrator; damaged or deceased plant materials shall be replaced within a reasonable time, dictated by best practices, as determined by the Zoning Administrator.
10. As a condition of approval of the Final Site Plan for Project, on Project Parcels owned by Blackwater Solar, LLC, Blackwater Solar, LLC shall establish one or more easements for the benefit of the County to ensure all buffer areas (perimeter and wetland buffers), are protected through decommissioning of the Project. Applicant shall provide to County a list of parcels with their respective tax identification number of the parcels that it owns. For the remaining Project Parcels, to the extent practicable, Applicant will secure the same or similar protection of the buffer areas.
11. Applicant shall post a separate security for the ongoing maintenance of the Project's land cover and vegetative buffers in an amount deemed sufficient by the Zoning Administrator and provided by an issuer in an amount reasonably acceptable to the Zoning Administrator (who may rely on the opinion of a third-party) and in a form reasonably acceptable to the County Attorney. For areas of the Project Parcels that remain undeveloped and which are forested, prior to approval of the certificate of occupancy (or equivalent) the Applicant shall submit a

forest management plan outlining how these areas will be actively managed by the Applicant during the operation of the facility consistent with best practices to limit the wildfire risk.

12. As part of the Site Plan review, the Applicant shall submit a Construction Management Plan (“CMP”) with the final site plan, to include all entrances, in compliance with all Virginia Department of Transportation regulations and requirements during construction and decommissioning of the Solar Facility and in compliance with the Ordinance.
13. As part of the Site Plan review, the Applicant shall be required to submit a Construction Mitigation Plan, to be reviewed and approved by the Zoning Administrator. At a minimum this plan shall address and/or include:
 - a. A schedule for two (2) public open houses prior to the commencement of construction activities.
 - b. A construction schedule to include construction of the proposed sub-station to be constructed by Dominion Power.
 - c. Traffic control methods for all public roads to be used for ingress/egress (in coordination with the VDOT prior to initiation of construction) shall include, at a minimum, plans and procedures for lane closures, signage, flagging, and site entrance design.
 - d. Prohibition on construction delivery traffic on Turkey Pen Road.
 - e. Coordination with VDOT prior to initiation of construction on the appropriateness of the speed limit on any public access road and support a speed limit reduction, if necessary.
 - f. Site access planning, including procedures for directing and coordinating employee and delivery traffic. Construction Traffic shall be limited to 7:00 am to 9:00 pm, Monday through Saturday, or as may be approved by the County Administrator upon good cause shown by the Applicant. In all cases, construction delivery traffic shall be prohibited on Turkey Pen Road.
 - g. Site security; security measures shall be implemented prior to commencement of construction activities.
 - h. Lighting; during construction of the facility, any temporary construction lighting shall be positioned downward, inward, and shielded to eliminate glare from all adjacent properties. Emergency and/or safety lighting shall be exempt from this construction lighting condition.
 - i. Hours of construction. Driving of posts shall be limited to 7:00 am to 6:00 pm, Monday through Saturday. Driving of posts shall be prohibited on state and federal holidays. The Applicant may request permission from the County Administrator to conduct post driving activity on Sunday, but such permission will be granted or denied at the sole discretion of the County Administrator, after consulting with the Board of Supervisors. All other construction activity shall be permitted Monday through Saturday. The Applicant may conduct construction activity on Sunday, in accordance with the County’s Noise Ordinance, so long as such activity does not occur within 500 feet of any residential dwelling.
 - j. Mitigation of dust.
 - k. Mitigation of burning operations.
 - l. Plans for staging and storage of materials and parking. During construction, the setback may be used for staging of materials and parking. No material and equipment laydown

- area, construction staging area, or construction trailer shall be located within 200 feet of any property containing a residential dwelling.
- m. The Applicant's final site design shall not inhibit an existing access route between Walter Lanier Road (Route 740) and the tract of land identified as Parcel 96-A-4. Applicant will not be responsible for the upkeep or improvement of this access route, except those portions, if any, which are utilized by the Project. Applicant makes no representation about any permissions necessary to use this access route.
 - n. Construction traffic consisting of non-passenger vehicles shall be prohibited from using the Route 606 (Beaver Dam Road) railroad crossing located next to Route 460 approximately 0.3 miles east of the Town of Waverly corporate limits
14. The Applicant shall submit a Road Repair Plan applicable to the routes contained in the CMP, in conjunction with the Site Plan application, to include procedures for maintenance and repair of applicable roadways during construction and decommissioning. Applicant shall be responsible for repairing any damage to roadways occurring during construction or following decommissioning of the project, or any portion thereof. The Road Repair Plan shall include a survey, including video documentation of pre-construction condition of applicable roadways for review and approval by the County. During construction, the roadways shall be monitored for damage caused by construction activity or traffic. The Applicant, once notified by the County of damages caused by Applicant or upon discovery of damage by Applicant during regular inspections, shall make repairs caused by construction traffic at the direction and in consultation with the County Administrator and VDOT within 30 days of written notice, subject to any required delays resulting from coordination with VDOT. After Project construction activities are completed, Applicant will provide a post-construction survey of roadways, including video documentation of the condition of the routes covered by the CMP, for review and approval by the County; the Applicant shall be required to repair any damage necessary to restore such roadways to equivalent or better condition as contained in the pre-construction survey.
15. Prior to approval of the site plan and commencement of construction, the Applicant shall provide a bond or other security, in an amount reasonably acceptable to the Zoning Administrator (who may rely on the opinion of a third-party) to cover 100% of the estimated costs of anticipated pre-construction improvements to be made to the public roads and/or public rights-of-way included in the CMP, as well as the anticipated cost of repairs to be necessary during construction and in a form reasonably to acceptable to the County Attorney. After pre-construction improvements have been completed, the amount of the bond/security shall be reduced equivalent to the costs of the pre-construction improvements. County will release bond once all construction is complete upon review and consent of VDOT.
16. The Applicant shall coordinate with the County's Sheriff Department prior to initiation of construction on speed monitoring plans and devices.
17. As part of the Site Plan review, the Applicant shall be required to submit a grading plan as part of the required Erosion and Sediment Control Plan. At a minimum this plan shall address:
- a. Clearly show existing and proposed contours;

- b. Note the locations and amounts of topsoil to be removed (if any) and the percent of the site to be graded;
 - c. Limit grading to the greatest extent practicable, and except as may be necessary to accommodate anticipated and required stormwater management, by avoiding development of steep slopes (those greater than 15%);
 - d. An earthwork balance will be achieved on-site with no import or export of soil except for importing specific quality soils required for construction. Excavated materials may be used for landscaping, berming/screening, or similar, or may otherwise be stockpiled on site and stabilized;
 - e. For any areas of the Project Parcels that are in agricultural production (the production of crops or livestock) at the time of Final Site Plan approval, grading shall be minimized, and where grading is necessary, all topsoil shall be retained and reapplied to the areas from which it was removed.
 - f. In areas proposed to be permanent access roads which will receive gravel or in any areas where more than a few inches of cut are required, topsoil shall first be stripped and stockpiled on-site to be used to increase the fertility of areas intended to be seeded;
 - g. Take advantage of natural flow patterns in drainage design and keep the amount of impervious surface as low as possible to reduce storm water storage needs;
 - h. Provide for the installation of all stormwater and erosion and sediment control infrastructure, including perimeter controls ("Stormwater Infrastructure") at the outset of construction of each area of the project (a "Project Phase") to ensure protection of water quality. Once all Stormwater Infrastructure for a given Project Phase is complete and approved by the Virginia Erosion and Sediment Control Program ("VЕСSCP") authority, no more than 300 acres of the land disturbance areas as reflected on the Site Plan associated with an individual Project Phase shall be disturbed without soil stabilization at any one time. Stabilization, for purposes of erosion and sediment control, shall mean the application of seed and straw to disturbed areas, which shall be determined by the VЕСSCP authority. When installing Stormwater Infrastructure for a given Phase, Applicant may remove trees, grub stumps and perform necessary grading and filling in those areas necessary for and in furtherance of the installation of the Stormwater Infrastructure.
18. The Applicant shall coordinate with state and federal agencies to avoid or limit impacts to any state and federally listed threatened and endangered species that may occur and have suitable habitats in the project area.
19. The Erosion and Sediment Control plan shall comply with the most recent version of the Virginia Erosion and Sediment Control Handbook at the time of construction. The County will have a third-party review with corrections completed prior to the County review and approval. The Applicant shall construct, maintain, and operate the project in compliance with the approved plan. The Applicant shall post a E&S performance bond (or other security) for the construction portion of the project, to be provided by an issuer in an amount reasonably acceptable to the Zoning Administrator (who may rely on the opinion of a third-party) and in a form reasonably acceptable to the County Attorney.

- a. To the maximum extent practicable, trees and stumps removed during the course of development shall be mulched on site, with such mulch to be used to mitigate and control stormwater runoff during construction.
 - b. To the maximum extent practicable, topsoil from the site should be maintained on site for use in areas where grading occurs that exposes unsuitable soils where erosion and sediment control vegetation will not take; soil analysis shall be performed to assess the adequate seed mix for exposed soils.
 - c. The stormwater control plan shall comply with the most recent State policies and regulations at the time of design and construction. The County shall have a third-party review with corrections completed prior to submittal for DEQ review and approval. The Applicant shall construct, maintain, and operate the project in compliance with the approved plan. Applicant shall post a stormwater control bond (or other security) provided by an issuer in an amount reasonably acceptable to the Zoning Administrator (who may rely on the opinion of a third-party) and in a form reasonably acceptable to the County Attorney.
 - i. Applicant shall design temporary sediment basins and permanent stormwater conveyance systems (primarily ditches and culverts) to accommodate flows associated with a twenty-five (25) year storm event.
20. Ground cover shall be native vegetation where compatible with site conditions and, in all cases, shall be approved by the Zoning Administrator, who may rely on the assistance of a third-party reviewer.
21. The Applicant shall submit a final Vegetation Management Plan for County approval as part of the building permit application. Only EPA approved herbicides shall be used for vegetative and weed control at the solar energy facility by a licensed applicator. No herbicides shall be used within 150 feet of the location of an approved ground water well. The Vegetation Management Plan shall include an herbicide land application plan, which shall specify the type of herbicides to be used, the frequency of land application, the identification of approved groundwater wells, wetlands, streams, and the distances from land application areas to features such as wells, wetlands, streams, and other bodies of water. The Applicant shall notify the County prior to application of pesticides and fertilizers if such applications are not approved in the Vegetation Management Plan. The County may require soil and water testing at Applicant's cost.
22. The Vegetation Management Plan and Landscaping Plan shall conform with requirements necessary for the Project to achieve Certified VA Pollinator-Smart designation, as defined in the Virginia Pollinator-Smart/Bird Habitat Scorecard.
23. The security for permanent security fencing shall be maintained as required by the Ordinance. The security shall be provided by an issuer in an amount acceptable to the Zoning Administrator (who may rely on the opinion of a third-party) and in a form reasonably acceptable to the County Attorney.
24. No fence or similar barrier shall cross the main channel of any stream or through a wetland identified on the Site Plan.

25. Permanent entrance roads and parking areas, as designated in the building permit application, shall be stabilized with gravel, asphalt, or concrete to minimize dust, and impacts to adjacent properties. Roads internal to the site that are not part of ingress/egress to the site may be compacted dirt.
26. All physically damaged panels or any portion or debris thereof shall be collected by the solar facility operator and removed from the site or stored on site in a location protected from weather and wildlife and from any contact with ground or water until removal from the site can be arranged; storage of damaged panels or portion or debris thereof shall not exceed thirty (30) days.
27. The Solar Facility may begin commercial operation in multiple stages as individual portions of the Solar Facility are completed. The date on which each portion of the Solar Facility becomes fully operational and begins selling power under the terms of a power purchase or offtake agreement is referred to herein as the “Solar Facility Commercial Operation Date.” Generation of test energy shall not be deemed commercial operation. The BESF may begin commercial operation after completion of that component of the Project. The date on which the BESF becomes fully operational and begins selling power under the terms of a power purchase or offtake agreement is referred to herein as the “BESF Commercial Operation Date.” Generation of test energy shall not be deemed commercial operation.
28. The Applicant shall provide a bank letter of credit, surety bond, or other form of security (the “Decommissioning Security”) for each component of the Project as a means of assuring payment of decommissioning costs provided by an issuer in an amount reasonably acceptable to the Zoning Administrator and in a form reasonably acceptable to the County Attorney. The Applicant shall post the Decommissioning Security prior to the Commercial Operation Date of each portion of the Solar Facility. The Decommissioning Security for the BESF shall be posted prior to BESF Commercial Operation Date. The Decommissioning Security shall include language that failure to renew the current commitment, or provide a new guarantor acceptable to the County, at least ninety (90) days prior to the termination date of the current commitment, will constitute an event of default. If the County receives notice that any form of security has been revoked and Applicant fails to reestablish adequate Decommissioning Security in compliance with this Condition within thirty (30) days after receipt of written notice of such revocation from the County or financial institution providing the letter of credit or surety bond, the County may revoke the Conditional Use Permit and shall be entitled to take all action to obtain the rights to the form of security.
29. The Applicant shall submit final Decommissioning Plans to the County for the Solar Facility and BESF for approval in conjunction with the respective building permit for each component of the Project. The Applicant shall reimburse the County’s reasonable costs for an independent review and analysis by a licensed engineer of the initial decommissioning cost estimates. The Applicant shall update the decommissioning cost estimate every five (5) years and reimburse the County’s reasonable costs for an independent review and analysis by a licensed engineer of each decommissioning cost estimate revision.

30. Upon decommissioning of the Solar Facility or the BESF, all physical improvements, materials, and equipment related to the Project, both surface and subsurface components, shall be removed in their entirety; this requirement, and decommissioning in general, will not apply to the substation, switchyard, and associated equipment located on Tax Parcel 60-A-15. The soil grade shall also be restored following disturbance caused in the removal process in accordance with applicable Ordinance provisions.
31. Upon decommissioning, all access roads shall be removed, including any geotextile material beneath the roads and granular material. Topsoil shall be redistributed within areas that were previously used for agricultural purposes to provide substantially similar growing media as was present within the areas prior to access road construction. If the current or future landowner requests in writing that the access roads and associated culverts or their related material be exempt from removal, the Applicant shall provide an itemized list of exempt items and copies of request letters in the decommissioning land disturbance application for review and approval by the County.
32. Within twelve (12) months after the cessation of use of either the Solar Facility or the BESF for electrical power generation, storage or transmission, the Applicant, at their sole cost and expense, shall commence decommissioning of the respective portion of the Project in accordance with the Decommissioning Plan approved by the County.
33. If the Applicant fails to timely decommission either portion of the Project within twentyfour (24) months from the cessation of use of that portion of the Project, the County shall have the right, but not the obligation, to commence decommissioning activities and shall have access to the property, access to the full amount of the decommissioning security, and the right to dispose of the equipment and materials on the property, without incurring any financial liability to the owner of the Project or the property owner, and the County shall use reasonable efforts to secure salvage value (if any) for the property disposed of. Following the completion of decommissioning of the respective portion of the Project arising out of a default by the Applicant, any remaining Decommissioning Surety held by the County shall be released by the County to the designated beneficiary as identified in the Decommissioning Surety. Upon completion of decommissioning and approval by the County, the County shall sign documentation releasing the decommissioning security.
34. Upon a violation by the Applicant in their decommissioning obligations, the County may enter the Site in accordance with Code of Virginia Section §15.2-2241.2. Nothing herein shall limit other rights or remedies that may be available to the County to enforce the obligations of the Applicant, including under the County's zoning powers.
35. In the event decommissioning is triggered for a portion of the Project and Applicant successfully completes decommissioning for that portion in accordance with the Decommissioning Plan, then the remaining portions may continue in operation as long as otherwise in compliance with the CUP and Ordinance.
36. Subject to the requirement that the County provide the Applicant with an estimate of the third-party costs prior the expense being incurred and comply with applicable Virginia public

procurement laws and regulations, the Applicant shall reimburse the County its reasonable costs in obtaining independent third-party reviews (when applicable County permit fees do not cover assumed costs) as required by these conditions and for the review of the site plan (including all specific plans thereof), Erosion and Sediment Control plan, road repair and improvement, decommissioning cost estimates, and bi-annual inspections during operations to verify compliance with all permits and approvals. The Applicant shall also fully fund any temporary or permanent signage as requested or required by the County or the Virginia Department of Transportation (“VDOT”), as well as any costs associated with traffic planning or traffic mitigation

37. The design, installation, maintenance, and repair of the Project shall be in accordance with the most current National Electric Code (NFPA 70) available (2014 version or later as applicable) and State Building Code at the time of construction.

38. Inspections.

- a. The Applicant shall allow designated County representatives or employees access to the facility for inspection purposes during normal business hours with 24-hour notice.
- b. The Applicant shall reimburse the County its reasonable costs in obtaining an independent third-party to conduct inspections required by local and state laws and regulations when those costs exceed the Applicant's building permit fee.

39. Emergency Access, Response, and Training.

- a. The Applicant shall submit an Emergency Response Plan (the “ER Plan”) with the submission of the site plan. The ER Plan shall include fire suppression methods that can be immediately deployed during both the construction and operation of the project and shall include other measures external to battery facility but on project site developed in consultation with the County Fire Chief to further mitigate any risk of spread beyond the project site. The ER Plan shall also include a program of education and training to be provided for County emergency response staff covering onsite emergency response, as well as information on how the facility will be designed, constructed, operated, and maintained to allow for access by County emergency response staff in the event of an emergency.
- b. Prior to the end of construction of the Project, the Applicant, shall hold training classes with the County's first responders (Fire and Rescue) to provide materials, education, and training on responding to on-site emergencies, to include the provision of information and any necessary equipment to allow first responders to gain access to any part of the facility in the event of an emergency. The training classes shall be scheduled with the assistance of the County's Public Safety Coordinator or designee.
- c. The Applicant shall provide on-going training as deemed necessary by the Public Safety Coordinator or designee.
- d. In the event any upgrades or changes in technology associated with the Solar facility results in any change in emergency procedure, including the manner of access to the facility, the Applicant shall notify the County Public Safety Coordinator, who may, at their discretion, schedule an additional training on the new equipment.

40. Compliance. The Solar facility shall be designed, constructed, and tested to meet relevant local, state, and federal laws as applicable.
41. The CUP shall terminate if the solar facility does not receive a building permit within 24 months after the Applicant receives all of the following: (a) any required state approvals; (b) any approvals of the regional transmission organization; and (c) any approvals required by the State Corporation Commission, but in no event more than forty-eight (48) months of approval of the CUP. The County Administrator, with a written request from the Applicant detailing the reasons for a requested extension, may approve an extension based upon his/her determination that any delay was not the result of actions of, or the inaction of, the Applicant.
42. If the Solar Facility is declared to be unsafe, due to a violation of building or electrical codes, as determined by the fire marshal or building official, and the Applicant of the Facilities fails to respond in writing to such official within thirty (30) days after receipt of a written determination by the fire marshal or building official, the County may revoke the right for the Solar Facilities to continue operation until the unsafe condition is brought into compliance with the applicable building or electrical code. Any such written determination by the fire marshal or building official applicable to this Condition shall include what is required of Applicant to remedy or bring into compliance the unsafe condition at issue. If the unsafe condition cannot be remedied within six (6) months after receipt of a written determination by the fire marshal or building official, the Conditional Use Permit shall be terminated, and the Solar Facility shall be decommissioned.
43. The County may engage a professional construction project manager with demonstrated experience in the development of utility-scale solar projects. Reasonable costs of engaging the construction project manager shall be reimbursed by the Applicant so long as the County complies with the Virginia Public Procurement Act. The role of this project manager will be to serve as a primary point of contact between the County and the Applicant with respect to all aspects of the construction and development of the facility, to provide for Erosion and Sediment Control monitoring and inspection reports, and to assist the County and its staff and any associated third-party consultants in coordinating the compliant development of the facility consistent with all applicable local, state, and federal permits, ordinances, codes, regulations.
44. The Applicant shall provide an individual responsible for performing daily inspections of stormwater and erosion and sediment control practices and devices installed throughout construction. This individual shall coordinate with any professional engaged by the County for the purpose of inspecting or monitoring the Project and shall also coordinate, as necessary, with the local Soil and Water Conservation District, and the Virginia Department of Environmental Quality, to resolve any stormwater and erosion and sediment control issues that occur on site. Upon request, said individual shall provide a status report to the County.
45. Inclusive of conditions applicable to the Project in total, the BESF shall be subject to the following specific requirements:
 - a. Configuration: the BESF shall be configured so that battery cells shall be placed in a Battery Energy Storage System (“BESS”) with a Battery Management System (“BMS”).

The BESS shall provide a secondary layer of physical containment to the batteries and be equipped with cooling, ventilation, and fire suppression management systems as recommended by the BESF manufacturer.

- b. Construction, Maintenance and Operation: BESF shall be constructed, maintained and operated in accordance with applicable codes and standards including but not limited to the then applicable fire, electrical and building codes adopted by the County; National Fire Protection Association (NFPA) 855, Standard for the Installation of Stationary Energy Storage Systems, 2020 Edition and subsequent additions; Underwriters Laboratories (UL) 9540A Ed. 4-2019, Standard for Test Method for Evaluating Thermal Runway Fire Propagation in Battery Energy Storage Systems and subsequent editions; and, unless otherwise required by such regulations and codes:
 - i. Each individual battery shall have 24/7 automated fire detection; and, as applicable a fire suppression management as recommended by the BESF manufacturer. The BMS shall monitor individual battery module voltages and temperatures, container temperature and humidity, off-gassing of combustible gas, fire, ground fault and DC surge, and door access;
 - ii. The BMS shall be capable of shutting down the system before thermal runaway takes place;
 - iii. Access to all batteries and electrical switchgear shall be from the exterior for normal operation and maintenance. Access to the container interior shall not be permitted while the system is in operation except for safety personnel and first responders; and
 - iv. Signage shall include the following information: the type of technology associated with the battery energy storage systems; any special hazards associated; the type of suppression system installed in the area of the battery energy storage system; 24-hour emergency contact information, including reach-back phone number. Additionally, disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface.
 - c. In addition to the annual life and fire safety inspections required annually by the fire code and performed by County staff, the Applicant shall conduct semi-annual on-site self-inspections of the battery units and submit a written report to the Zoning Administrator on their condition.
46. Posting and release of bonds shall be in accordance with the procedures set forth in the Sussex County Zoning Ordinance, Subdivision Ordinance, Erosion & Sediment Control Ordinance and any other applicable local, state laws or regulations.
47. Applicant shall comply with the terms of the Siting Agreement and any violations thereof shall be a violation of this CUP.

There was inquiry of the statement that the application was reviewed by several agencies referencing VDOT, DCR and question of their approval.

There was inquiry of Southampton County review.

There was inquiry of the statement that Zoning Administrator had the authority to adjust the setbacks and who was the Zoning Administrator. There was inquiry as to what the Zoning Administrator could adjust.

There was inquiry of Condition #34 and operation; questions regarding project shutdown or passing of CUP and changes of payment.

4. Applicant Comments Regarding Rezoning and Conditional Use Permit Applications

Mr. Ed Rumler, Clenera (Project Lead Developer) was in attendance.

Mr. Rumler addressed the inquiries of the agencies commentary on the local application. He stated that it was pre-emptive to a State permitting process. Mr. Rumler noted that each agency would have a public process wherein submit commentary and requests, either mitigation or changes to the project based on a host of survey at the State level. It was noted that the State agencies have not provided an opinion on the project yet after the process. He noted that no application was submitted to Southampton County. Mr. Rumler addressed if 70% of the project shutdown. He noted that almost all the goes in to building and operating the solar projects are done upfront. He stated that it is huge capital investment during construction, after which, it's relatively limited costs to operate. He noted that it operates with zero input from fuel costs. It just generates electricity from the sun, once it's in the ground, it operates essentially at \$0. There will be no reason to shut. He noted that these projects operates for 20+ years. He noted shutting it down early is highly irregular.

Mr. Rumler stated that a lot protection has been put in place to avoid destroying the County, as a lot of the narratives has suggested. They have used concerns and feedback received from the community. He discussed planting vegetation. He discussed the issues of the impact of waterways and wetlands and flooding to neighboring properties. Mr. Rumler stated that they have a plan, with a consultant, to design health conditions that protects the County. Mr. Rumler discussed Erosion and Sediment and Stormwater Management and systems designs to uptake enough water. He noted that there were amendments in the CUP to protect the County. They have agreed to hire an onsite construction monitor, a county representative, to make sure the construction is being done properly. They will monitor construction every day. He noted that there is phase construction built into the CUP conditions, as well. It was noted that these were voluntary measures conditions not required DEQ. He stated that they were exempt from the DEQ Panel and Impervious surface requirement; however, they agreed to comply with it. They also voluntarily agreed to increased the storm intensity.

Mr. Rumler discussed traffic and road damage. He stated that they agreed to post bond for the anticipated road repairs. It was noted that the County Code requires road repairs to be fixed as damages are done. He spoke on habitat. There is 3,000 acres left standing for wildlife. There is 40 miles of wildlife corridors with wildlife friendly fencing up to medium size animals.

He discussed the lack of trust with the County and Clenera that he would like to build. He noted that protections in the CUP conditions are legally binding.

Scott Foster, Gentry Locke, Land Use and Renewable Energy Practice was in attendance. Attorney Foster noted that he would be focusing on the legal side of standards and approach of conformity to the Comprehensive Plan.

Attorney Foster stated that the Board of Supervisors (the "Board") and Planning Commission are charged by State Code and the County's Zoning Ordinance for reviewing Solar facilities. (*audio breaking*) He stated pursuant to Code 15.2-2232, Solar Projects must be determined to be substantially in accord with the Plan.

Attorney Foster reviewed what's the right way to determine if the project is in accord with the Comprehensive plan. He noted that, first, substantially has been interpreted to mean largely, but not whole, which means it's not a strict compliance test. For the Board and the Planning Commission to find that the project is in substantial accord with the Comprehensive Plan is not necessary for the proposal to be in complete alignment with the Plan or even every element of a relevant policy that's within that Plan. He stated that the bright line test is reserved for compliance with the Zoning amendment, in which this project fully complies with the zoning amendments. He noted that this was a separate and distinct analysis. Attorney Foster stated that instead the question of Comp Plan conformity is much more of a balancing test. Positive findings of substantial accord requires only that the general or approximate location character and extent of the proposed public facility is substantially in accord of compliance, that is not every feature, not every portion of the project area; not every component of the Plan has to strictly conform to the letter of the Plan. Whether the project

5. Joint Public Hearing on Conditional Use Permit and Rezoning Applications

A. Board of Supervisors Action to Open Public Hearing

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR WHITE and carried: RESOLVED that Sussex County Board of Supervisors hereby open the Joint Public Hearing on the Conditional Use Permit and Rezoning Application. All Board members present voted aye.

B. Planning Commission Action to Open Public Hearing

ON MOTION OF COMMISSIONER EDMONDS, seconded by COMMISSIONER BRACY and carried: RESOLVED that Sussex County Planning Commission hereby open the Joint Public Hearing on the Conditional Use Permit and Rezoning Application. All Commissioners present voted aye.

C. Public Comments

Comments were heard from:

- Lawrence Diehl - Lawyer for 30 years; addressed Attorney Foster comments on checklist; Substantial conformance-any measure may be weighed heavily on certain criteria; PC vote was 6-1; if not the PH would not have been conducted; money can't be considered as matter of law; no indemnification clause to protect the county; trucks ruin railroad; assignments may be

considered to anyone; no bond amounts; have not identified subcontractors; Condition. 47-Siting Agreement now part of CUP.

- Brian Laine - Town of Wakefield has not approved anything regarding solar farm; Purcell home sites never built; now the town can provide water; vote no; non-compliant with Comp Plan; less than .5 mile from town limits; Concerned with Battery Storage & Wakefield residents in close proximity; Appreciates PC support; Solar & Battery Storage still in infancy. Not certain of impacts; Fines imposed on solar by DEQ; Californian external runaway; nearby businesses/residences evacuated still burning over 2 weeks. Toxicity while burn impact to Fire Dept. and shared services.
- Pete Stith - 44 BC-Julius Cesar was killed by Brutus; Fear or courage? Baicy-Stony Creek; needs; Tolliver-Recreation; Futrell-Seniors; Fly-Widows, old people, kids; Tyler-Folks having the worst of times; employment, training; education; White-Volunteers; Jones-Economic; Reserve fund-keep dipping State will come in; Road issues are typical.
- Brad Monahan - Importance of agriculture; Water quality versus soil quality; Controversial flyer-most people will never see the farm; Volunteer fireman in Surry-calls have increased due to solar facilities; Traffic accident in Surry; Vote No
- Leverette Pope - 73 year resident; Familiar with Waverly Solar; Truck, traffic, safety, speed, roads, impacts to citizens; Not good for wildlife; Don't destroy Sussex County
- Steve Paden - New to county, love the area, beautiful; Would like to see it stay that way; Large area-devastate natural habitat; Crops do not benefit; Businessman wants to see incentives to businesses here
- Frances Chambers - 3rd generation 1892 home (Prospect Street); Will not withstand crippling effects; Desperate for revenue; Vote No; puts people in harm's way
- Lane Chambers - 1 Tim. Love of money is the root of all evil.

Virtual Zoom meeting was hacked. Virtual meeting ended.

- ???Linda Chitwood - Solar Phone charger-efficiency of it is really low and ineffective by the weather; re-charge via wall.
- Leroy Hardy/Dr. Buck Woodard - Nottoway Indians Tribe erased from 1870 census; Would like to conduct survey; Areas have been lost (Indian reservations); Solar farm larger than a number of reservations left in Virginia today.
- Buddy Faison, Assomoosik Hunt Club - Handout; Size of solar project; Page 5 map-area for wildlife is area of wetland (undeveloped area); Project will impact Blackwater/Nottoway Rivers; Airfield Lake-Map against Wakefield & Assomoosick swamps; How will power get from west to east without disturbance; area not intended to be disturbed.
- Brady Horn- Local 147-rep. 1300 members; Training center on Cabin Point; Infrastructure/Job creation guarantees apprenticeships to build middle class; Volunteer EMS-get paid staff; Need infrastructure & power-attracts other businesses; Could put half of graduating class to work; Young folk leaving county; the project may keep them here; Supports project.
- Charles Skilly- Electrician Union-1350 members; 19 counties/5 cities; Earn while you learn program; Try/Trade Agent- 15% apprentices (30 to 40% on project this size)
Could open additional spots for Sussex-work for several skills; Supports project

- Raymond-Where is power going-rather the jobs to give them panels; Jobs-what jobs- will comp. work with workforce development; Assignments-Human rights violation; Logging trucks not limited to project area (impact to road repairs); Cost benefit analysis; Not opposed-less concerns
- Terry Foster- Grew up here/went to school; Trees are gone; Nottoway River is high; Member of Nottoway Tribe; Not good for county; Apply for grants (AARPA); Don't need to destroy lands/farms-they don't grow anything; Solar came in 1982-where is it; Jobs are temporary; Not enough thoughts-allow public to vote on something of this magnitude
- Franklin Dowless- Some were opposed-understatement; Native grasses-no grass (all trees)
Not good for wildlife; Traffic, questionable river streams
- Molly Dowless- Wrong project in wrong place; Sussex, Southampton, Richmond, Newport News (not in my back yard) Wide number of speeches; Has not witnessed a gang of more unified citizens since 911; Vote No
- Patrick Bergman- Electrical workers member; Expert in this field has been a huge opportunity-project like this is a path forward; Apprenticeship on construction/maintenance; Supports project
- Mark Owen- Family Farms has been here for a few generations; Destroying 8,000 acres is unbelievable; Income versus cost, liability, safety, presentation, wildlife thrives; please don't destroy it.
- Skylar Zone, Energy Right- Clean energy/best projects; Profitable and cheapest way to create new icon on energy good; Creates misinformation-UVA, Va Teach; other states long term sustained income; Give back tax cut; Port close to 5 because we don't generate enough; Don't let Richmond take authority; Bigger project have been built/larger profit
- Paula Peck- 2 years of citizens overwhelming; Asking to say no; Extreme needs but this is not the way to do it; Ecosystem will be disrupted-concern for diseases
- Meade Fronfelter- Concerned with why County Administration pushing this issue so hard; Find other ways to generate jobs and revenue
- Bessie- Panels will kill the land; Energy going to Northern Virginia; Where will panels go when they are not worth anything; Will developer buy land when it's good for nothing; Prayer, decisions not for ourselves but for the community.
- Thomas Woirwich-Did not get canvased by Mayor; Owners should be here-everyone here is judging them.
- Marci Drewery- Westervilt Solar-don't care, have much bigger holdings; Clear cutting doesn't work-sterilizing grounds to get this project done; Taxes should be raised in Westville.
- Chester Carter-1990 major decision in Sussex County Landfill-leaders went against the majority or people. People protested; Not best fit for Sussex County; Tobacco money could have built infrastructure; Food tax was killed because of manipulation of message.

D. Planning Commission Action to Close Public Hearing

ON MOTION OF COMMISSIONER EDMONDS, seconded by COMMISSIONER BRACY and carried: RESOLVED that the Sussex County Planning Commission hereby close the Public Hearing on the Conditional Use Permit and Rezoning Applications. All Commissioners present voted aye.

E. Board of Supervisors Action to Close Public Hearing

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR WHITE and carried: RESOLVED that the Sussex County Board of Supervisors hereby close the Public Hearing on the Conditional Use Permit and Rezoning Applications. . All Board members present voted aye.

6. Board of Supervisors and Planning Commission Questions/Comments for Applicant and/or Staff

Planning Commission Chair Massenburg asked the Planning Commission if they had any questions.

Commissioner Bracy supports citizens' fight against solar. Mentioned review of Planning Commission's By Laws.

Board of Supervisors Chairman Jones asked the Board members if they had any questions.

Supervisors Baicy inquired about contractors/subcontractors; background checks; liability would be on contractors; road repairs; who approves quality.

7. Planning Commission Action on Rezoning and Conditional Use Permit Applications

A. Rezoning Application Zoning Application Amendment #2024-02

ON MOTION OF COMMISSIONER BRACY, seconded by COMMISSIONER KING and carried: RESOLVED that the Sussex County Planning Commission hereby deny the Rezoning/Conditional Application Zoning Application Amendment #2024-02, Black Solar, LLC applicant.

Voting aye: Commissioner Edmonds

Voting nay: Commissioners Bracy, Grinstead, King, Mason, Massenburg, Maye, Shands

B. Conditional Use Permit Application #2024-01, Blackwater Solar, LLC

ON MOTION OF COMMISSIONER BRACY, seconded by COMMISSIONER GRINSTEAD and carried: RESOLVED that the Sussex County Planning Commission hereby deny Conditional Use Permit Application #2024-01, Blackwater Solar, LLC, applicant.

Voting aye: Commissioner Edmonds

Voting nay: Commissioners Bracy, Grinstead, King, Mason Massenburg, Mayes, Shands

8. Adjournment of Planning Commission

ON MOTION OF COMMISSIONER EDMONDS, seconded by COMMISSIONER MASON and carried: RESOLVED that the Sussex County Planning Commission hereby adjourned the June 3, 2024 Joint Planning Commission and Board of Supervisors meeting. All Commissioners present voted aye.

9. Overview of Proposed Blackwater Solar Siting Agreement

County Attorney Powell gave an overview of the proposed Blackwater Solar Siting Agreement.

Siting agreements enable localities to negotiate a wide range of terms and conditions with the applicant proposing to construct a solar energy (or battery storage) project greater than 5 MWac in power generation. Terms and conditions of the siting agreement may include, but are not limited to: (i) mitigation of any impacts of such solar project or energy storage project; (ii) financial compensation to the host locality to address capital needs set out in the (a) capital improvement plan adopted by the host locality, (b) current fiscal budget of the host locality, or (c) fiscal fund balance policy adopted by the host locality; or (iii) assistance by the applicant in the deployment of broadband, as defined in § 56-585.1:9, in such locality.

The proposed agreement with Blackwater Solar, LLC is attached. It is estimated to be a 600 MWac for the Solar Facility and 400 MWac for the Battery Energy Storage Facility. Blackwater Solar proposes to make a one-time payment of \$900,000 to the County for the solar facility and an additional \$100,000 related to the battery storage facility, within 90 days of approval of the project zoning application and conditional use permit. Blackwater Solar has also agreed to initial milestone payments prior to beginning commercial operation. Thereafter, Blackwater Solar has agreed to make annual payments for the anticipated 35-year operational life of the project. Total projected Siting Agreement payments are \$56,344,324. All projected Siting Agreement Revenues are shown in detail on the Agreement Exhibit. Such payments are in addition to real estate and machinery and tools taxes, and all other applicable local fees or taxes. Including taxes, the projected revenue for the county over the 35-year period is approximately \$191,921,657.

10. Fiscal Analysis

Roland Kooch, Davenport & Company, LLC, gave brief fiscal analysis.

Mr. Kooch as the Financial Advisor to Sussex County provided an overview of the County's existing Debt Profile which incorporates both tax supported debt and lease obligations; analyze the County's potential Debt Capacity and Debt Affordability; and an update to the County's multi-year funding strategy for its identified Capital Investment needs. He also provided a preliminary estimate of how solar revenue could be applied toward funding the County's identified future capital needs and/or other potential obligations.

Mr. Kooch noted that if the Solar Project was approved, the County could use the Solar Revenues to pay for the estimated Pay-Go and Debt Service and requirements from its CIP using Solar Revenues. As such, the County's budget will experience additional capacity as the County's existing debt service declines from the FY 2025 level of approximately \$1,500,000.

This additional capacity could be used for operational expenditures, or additional Pay-Go projects that the County may have. Details of estimated application Solar revenues were review.

He noted that if approved, the County would begin receiving payments from the Project beginning on June 30, 2024 (FY25).

Mr. Kooch reviewed that the County is currently considering the Blackwater Solar Project that is estimated to bring approximately \$192 million in revenues to the County over the next 40 years through a combination of "one-time" Site Agreement payments and recurring revenues from the taxation of the Project.

He reviewed what the revenues from the Project could be used to fully fund without the need to for an increase in additional revenues for the County's Capital Budget.

He reviewed the use of the estimated revenues to fund the equipment (Fire/EMS and Sheriff Vehicles; 2 Fire Stations (Waverly & Stony Creek); School Roof and HVAC; Courthouse/Admin Project; and Stony Creek Waste Water Treatment Plant.

A booklet of Debt Capacity and Affordability Analysis was provided to the Board.

11. Public Hearing on Proposed Siting Agreement

Michael Zehner reiterated highlights and provided a brief background regarding the Siting Agreement and the adoption pursuant to Virginia Code 15.2-2283 Purpose of Zoning Ordinances. Key details were reviewed regarding the proposed Siting Agreement. It was noted that there were two separate legal documents to be considered. The Siting Agreement was constructed to incorporate the CUP and the CUP conditions as an exhibit in the Siting Agreement. It was discussed that the Siting Agreement was constructed that if you violated the CUP, you violated the Siting Agreement. If the Siting Agreement was violated, the CUP would be violated.

Mr. Zehner asked that the Board approve the application. He also asked the Board to consider a deferral of the application until June 20th.

A. Action to Open Public Hearing

ON MOTION OF SUPERVISOR WHITE, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors opened the Public Hearing on the Proposed Siting Agreement.

B. Public Comments

Public comments were heard from:

- Larry Diehl - Money not important; CUP vs. Siting Agreement; Indemnification
- Millard "Pete" Stith - County doesn't have bond rating; encouraged the Board to put the money where their mouth to get County the things they needed; integrity does not replace needed improvements;
- Dr. Woodard - Phase I has not been undertaken before CUP vote; reviewed a slide - Nottoway Tribe reservation.
- Walter Lanier - Money; this not the only project; opposed because of size and location.

- Frances Chambers - Temperatures of batteries; fire considered; HAZMAT; FEMA information; Wakefield not considered in Siting Agreement - Wakefield infrastructure; continuous traffic; generic recommendations on EMS training; not enough people to fight fire; BESS; Wakefield responsible for safety; Wakefield not receiving money.
- Franklin Dowless - Money; why localities selected for location of solar farms
- Molly Dowless - Not opposed to Solar - more strategic locations; PC voted twice at the meeting; find other ways to make money; other opportunities.
- Mark Owen - Anti-Solar; preserve County; project located in wrong place and too large; vote no.
- Renee Hyatt (DCR) - Responded to Supervisor Fly's question; documented National Heritage Resources; Developer work to avoid some habitat; Additional surveys need to be done; only making recommendations; have no regulatory authority.

C. Action to Close Public Hearing

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby close the Public Hearing on the Siting Agreement. All Board members present voted aye.

12. Questions/Comments for Applicant and/or Staff

Supervisor Fly discussed expenses (18%); fiduciary responsibility, losing money in year 30.

13. Board of Supervisors Consideration of the Blackwater Solar Project

County Attorney Powell stated that they are public meet allowed to address a comment that Supervisor Baicy made during the Public Hearing. In regards to the Conditional Use Permit Zoning Application, it was believed that there was a question regarding bonds. It was noted that the bond amounts are not included. There was discussion of the Board not approving Bonds??, as well as who provides bonds amount.

County Attorney Powell mentioned that there was an issue about the assignment. She noted that page 4 of the Siting Agreement speaks to assignment.

A. Rezoning Application

Chairman Jones asked for a motion to defer the application until the Board's regular meeting on June 20, 2024. Supervisor Tyler made the motion. There was inquiry as to whether a second was made. There being no second to the motion, the motion to defer to the BOS meeting failed.

Attorney Foster advised Chairman Jones that the Application for the CUP and Rezoning were respectfully withdrawn given the deferral failed. Attorney Foster stated that they look to working with the Board.

The Clerk of the Board asked for clarification and was advised that the CUP/Rezoning Application was withdrawn.

Supervisor Fly made the motion, seconded by Supervisor White to reject the CUP/Rezoning Application. There was discussion of whether the withdrawal of CUP/Rezoning application was prior to the motion for rejection.

Chairman Jones advised that the County Attorney needed to confirm the actions of the meeting. He later noted that the Board needed to enter Closed Session because there were two issues that the Board needed the advice of Counsel.

Supervisor Tyler made the motion to enter Closed Session at the request of Counsel. There was discussion of the motion on the floor Supervisor Fly made. There was discussion of each Supervisor being liable.

There was discussion of whether the withdrawal of CUP/Rezoning application was prior to the motion for rejection.

There was discussion as to whether the Board could enter Closed Session.

ON MOTION OF SUPERVISOR JONES, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby enter Closed Session for consultation with legal counsel requiring the provision of legal advice by such counsel, pursuant to Virginia Code Section 2.2-3711(A)8, Blackwater Solar, LLC.

Voting aye: Supervisors Jones, Tyler

Voting nay: Supervisors Baicy, Fly, Futrell, Tolliver, White

The motion failed.

County Attorney Powell researched the County Ordinance. She read that Section 34-36(b) states that an application for an amendment may be withdrawn at any time, provided that if the request for withdrawal is made after the publication of the notice of public hearing, no application for the reclassification of all or any part of the same property shall be filed within three months of the withdrawal date. There shall be no refund of rezoning fees in the case of withdrawal.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR WHITE and carried: REESOLVED that the Sussex County Board of Supervisors hereby reject the Conditional Use Permit submitted for Blackwater Solar, LLC.

Voting aye: Supervisors Baicy, Fly, Futrell, Tolliver, White

Voting nay: Supervisors Jones, Tyler

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby finds no need to vote on the Siting Agreement due Conditional Use Permit being rejected; and

FURTHER RESOLVED that the Board of Supervisors hereby adjourn the June 3, 2024 Joint Public Hearing at 11:21 p.m. All Board members present voted aye.

DRAFT

At a Special Meeting of the Board of Supervisors
Held in General District Courtroom on
Thursday, June 20, 2024 at 5 p.m.

BOARD MEMBERS PRESENT

Thomas W. Baicy, III
C. Eric Fly, Sr.
Alfred G. Futrell
Wayne O. Jones
Phyllis T. Tolliver
Rufus E. Tyler, Sr.
Steve D. White

STAFF PRESENT

Richard Douglas, County Administrator
David J. Conmy, Deputy County Administrator/
Economic Development Director
Danielle Powell, County Attorney
Debbie Broughton, Animal Services Director
Savannah Bynum, Kennel Technician
John Broderick, Director of Finance &
Business Operations
Jeffrey Gary, Public Works Director
Ernest Giles, Sheriff
Julius Hamlin, Division Superintendent
Almetia F. Hardman, Chief Deputy Commonwealth's Attorney
Emmy Matthews, Animal Control Officer
Kelly W. Moore, Finance Director (Virtual)
Titiana D. Nicholson, CSA Coordinator (Virtual)
Christa Palmer, Animal Control Officer
Nick Sheffield, Emergency Services Chief
Tawana Toran, Social Services Director
Beverly Walkup, Planning Director
Victor White, Solid Waste Coordinator
Shilton R. Butts, Assistant to the County Administrator/
Clerk to the Board

Item 1. Call to Order/Determine Quorum

Chairman Jones called the June 20, 2024 Special meeting of the Sussex County Board of Supervisors was called to order.

Item 2. Invocation

The Invocation was offered by Supervisor Fly.

Item 3. The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

Item 4. Agenda Amendments

There were no agenda amendments.

Item 5. Approval of the Agenda

ON MOTION OF SUPERVISOR TOLLIVER, seconded by SUPERVISOR WHITE and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the June 20, 2024 Special meeting agenda. All Board members present voted aye.

Item 6. Review of Finance Committee Recommendations

Administrator Douglas turned the meeting over to Supervisor Tolliver, Finance Committee Chairman, to review the recommendations made at the Committee's June 10, 2024 F.

The Finance Committee made the following recommendations for the FY25 Proposed Budget:

1. Recommends 5 Cents Reduction of Real Estate Tax Levy.
2. Line Item #36: Remove CSA Position, \$65,000.00.
3. Line Item #39: Remove DSS Position - \$16,703.00.
4. Line Item #248: Add \$5,000.00.
5. Line Item #435: Remove \$36,000.00 and leave \$35,000.00 for turnout gear.
6. Line Item #451: Remove EMS Position, \$114,000.00.

More information was requested for this line item in regards to drug boxes. EMS Chief Sheffield advised that this item came up in last year's 24-Month EMS Plan as part of building the County's EMS system. The Board of Pharmacy and FDA regulations changed. He gave a brief overview of the changes and effects of EMS operations regarding managing medications. There was discussion a job position. and its management.

7. Line Item #484: Building System Maintenance Repairs \$1,100.00.
8. Line Item # 512: Remove "Salary & Wages Part-time" \$31,286.00.
9. Line Item # 961: Add \$1,500.00 for Miles B. Carpenter Museum.
10. Eliminate Credit Card Fee, \$70,000.00.

11. Site Closure 2 days saving of \$60,000.00 (Optional - eliminating site attendants to realize \$300,000.00 to \$400,000.00 savings).

There was discussion of \$75 convenience site fee.

12. Perhaps go into the Reserve Fund to cover Short Fall of \$300,000.00, help the Sheriff Department, and the Sussex County School System.

Supervisor Tyler entered at 5:52 p.m.

There was mention of placing four cars for the Sheriff's Office on the Master Lease program and start Holiday Pay in January.

Sheriff Giles stated that he would not be moving forward with the Holiday Pay request. This item can be removed.

Dr. Julius Hamlin stated that he couldn't continue to cut. He mentioned coming together as a community to discuss growing revenue for the County.

County Attorney Powell recommended if the Board can't agree with the budget, a Special meeting need to be scheduled.

Item 7. Adjournment

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR WHITE and carried: RESOLVED that the Sussex County Board of Supervisors June 20, 2024 Special meeting adjourned at 6:10 p.m. All Board members present voted aye.

**At a Regular Meeting of the
Sussex County Board of Supervisors
Held in the General District Courtroom
Thursday, June 20, 2024 at 6 pm**

BOARD MEMBERS PRESENT

Thomas W. Baicy, III
C. Eric Fly, Sr.
Alfred G. Futrell
Wayne O. Jones
Phyllis T. Tolliver
Rufus E. Tyler, Sr.
Steve White

STAFF PRESENT:

Richard Douglas, County Administrator
David Conmy, Deputy County Administrator/
Economic Development Director
Danielle Powell, County Attorney
Elton Broadnax, Social Services
John Broderick, Director of Finance &
Business Operations
Deste J. Cox, Treasurer
Jeffrey Gary, Public Works Director
Ernest Giles, Sheriff
Julius Hamlin, Division Superintendent
Almetia Hardman, Chief Deputy Commonwealth's Attorney
Michael Kessinger, Captain
Kelly W. Moore, Finance Director (Virtual)
Titiana D. Nicholson, CSA Coordinator (Virtual)
Michael Poarch, Planner
Nick Sheffield, Emergency Services Chief
Regina Sykes, Commonwealth's Attorney
Tawana Toran, Social Services Director
Beverly Walkup, Planning Supervisor
Victor White, Solid Waste Coordinator
Shilton R. Butts, Asst. to the County Administrator/
Clerk to the Board of Supervisors

1. Commencement

1.01 Call to Order/Determine Quorum

Chairman W. Jones called the June 20, 2024 regular meeting of the Sussex County Board of Supervisors to order.

1.02 The Invocation

Supervisor White offered the Invocation.

1.03 The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

1.04. Agenda Amendments

Chairman Jones requested to add a Closed Session for legal advice from County Attorney.

Administrator Douglas requested to add under Item 6. Actions, as Item 6.05 Consideration of Preliminary Engineering Report for Stony Creek Wastewater Treatment Plant; requested to remove Items 6.01 Consideration of FY25 Budget Resolution, Item 6.02 Consideration of CY24 Tax Resolution; and Item 6.03 Consideration of Capital Improvement Plan, respectively.

Administrator Douglas requested to remove under the Consent Agenda, Item 2.01 Approval of June 3, 2024 Joint Point Public Hearing of the Board of Supervisors and Planning Commission meeting minutes.

1.05. Approval of Regular Agenda

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR WHITE and carried: RESOLVED that the Sussex County Board of Supervisors hereby approve the June 20, 2024 regular agenda as amended to include (1) adding under Item 2.06. Closed Session, Legal advice from counsel; (2) adding under Item 6. Action Items, as Item 6.05 Consideration of Preliminary Engineering Report for Stony Creek Wastewater Treatment Plant; and (3) removing Items 6.01 Consideration of FY25 Budget Resolution; Item 6.02 Consideration of CY24 Tax Resolution; and Item 6.03 Consideration of Capital Improvement Plan, respectively. All Board members present voted aye.

2. Approval of Consent Agenda

ON MOTION OF SUPERVISOR WHITE, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the Consent agenda inclusive of the following: (a) May 16, Regular, May 23 Finance, and June 10, 2024 Special Board Meetings minutes; (b) the Approval of Warrants and Vouchers; (c) the Treasurer's Report and Financial Update; (d) Departmental Reports; (e) Sussex School Board Budget Amendment Resolution; and (f) Closed Session, Legal Counsel Advice. All Board members present voted aye.

2.06 Closed Session

Convene to Closed Session

ON MOTION OF SUPERVISOR BAICY, seconded by SUPERVISOR FUTRELL carried: RESOLVED that the Sussex County Board of Supervisors hereby enters into Closed Session, applicable Va. Code Section 2.2-3711(A)8, for consultation with the County Attorney for legal advice regarding the, Blackwater Solar, as well as other specific legal matters requiring the provision of legal advice by such counsel. All Board members present voted aye.

Reconvene to Open Session

ON MOTION OF SUPERVISOR WHITE, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby reconvened to Open Session; and

FURTHER RESOLVED THAT that the Sussex County Board of Supervisors convened a Closed Meeting on this date pursuant to an affirmative recorded vote in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, the Sussex County Board of Supervisors hereby approves adoption of resolution for certification, to-wit:

WHEREAS, that the Sussex County Board of Supervisors convened a Closed Meeting on this date pursuant to an affirmative recorded vote in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia, as amended, requires a certification by the Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from Open Meeting requirements by Virginia law were discussed in the Closed Meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard discussed or considered.

Voting aye: Supervisors Baicy, Fly, Futrell, Jones, Tolliver, Tyler, White

Voting nay: none

Action Resulting from Closed Session

There was no action from the Closed Session.

The Board was advised that the June 3, 2024 Joint Public Hearing BOS-PC meeting minutes were incomplete and were not in the packet. This item need to be removed from the agenda.

ON MOTION OF SUPERVISOR WHITE, seconded by SUPERVISOR TOLLIVER and carried: RESOLVED that the Sussex County Board of Supervisors hereby remove the June 3, 2024 Joint Public Hearing BOS-PC meeting minutes from the June 20, 2024 regular meeting agenda. All Board members present voted aye.

3. Recognitions/Awards/Presentation

There was no Recognitions/Awards/Presentation

4. Public Hearing

There was no Public Hearing

5. Appointments

There were no appointments.

6. Action Items

6.01 First Responder Appreciation Dinner

This item was mentioned at a previous meeting of the Board of Supervisors that the First Responders that an organization would give an Appreciation Dinner. There has been a change in plans.

Supervisor Baicy discussed using the \$3,000 in the Board members current line item in the FY24 budget. He noted that he's already advocated to receive \$500 from each town, for the total of an additional \$2,000. Supervisor Baicy advised that Supervisor Tolliver requested to have a representative from each district to form a committee to help plan this event.

ON MOTION OF SUPERVISORS BAICY, seconded by SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Board of Supervisors hereby appropriates the \$3,000 in the Board members current line item in the FY24 budget to assist in the First Responder Appreciation Dinner.

Voting aye: Supervisors Baicy, Fly, Jones, Tolliver, Tyler, White

Voting nay: Supervisor Futrell

6.02 Stony Creek Wastewater Treatment Plant Preliminary Engineering Report

Administrator Douglas noted that the Stony Creek Wastewater Treatment Plant was at capacity. He noted in 2021, the Board looked at expanding or replacing the WWTP. He stated that had been missed opportunities of economic development. He discussed the Chuck E. Cheese project.

Administrator Douglas stated that there was a 36-month window of getting water to the Plant. He stated that it was challenging; but could be accomplished. Wooten completed the initial study/preliminary report. They are under contract with the County.

Administrator Douglas is asking the Board to approve funding up to \$75,000 to immediately begin the PER for the project. The PER is a critical step in the process. Details need to be done in the

next couple of months. Administrator Douglas stated that worst case scenario, debt services for the plant would be paid for out of taxpayers' dollars.

The Scope of Work for the Stony Creek Preliminary Engineering Report (PER) was provided to the Board.

There was discussion that this cost does not include the search for an alternative site or design or commitment for design or structure for the wastewater treatment plan. It was suggested to meet with the WWTP to get input.

David Conmy, Deputy County Administrator/Economic Development Director thanked the Board for their consideration. He noted that it's not just about Chuck E. Cheese. It's an economic empowerment for the West side. This item is time sensitive. It's Step #1 for upgrade.

They discussed finding a location. Recommended scheduling a meeting everyone involved.

Frank Irving, with SSA, gave brief overview of seeking location now.

Supervisors Tyler withdrew his second on Supervisor Baicy's motion.

This item was tabled until the Special meeting.

7. Citizens' Comments

Citizens' comments were heard from:

- Chester Carter (Stony Creek District) – Chuck E. Cheese; property in Sussex;
- Elton Broadnax (Social Services) – DSS; statistics - \$10K citizens; 5,000 receive services from Social Services; cooling system; employment services program; out of 19 cases – 10 closed; pay increase.
- Lawrence Diehl (Waverly District) – Was assaulted a few years ago; acknowledged Sheriff Giles response time; person who assaulted him – sentences; acknowledged CWA Regina Sykes.
- William Ricks (Waverly District) – SCYARA; Pool and building certified for use; inquired about budget request (\$10,000).
- Regina Sykes (CWA) – Sheriff Giles attacked; grants - \$325,000; Opioid Awarded - \$11,000.

8. Unfinished Business

There was no Unfinished Business.

9. New Business

There was no New Business.

10. Board Member Comments

10.01 Blackwater District – Thanked CWA Sykes for helping his son get into Law School.

10.02 Courthouse District – none

10.03 Henry District – 42nd Wedding Anniversary; Father turned 100 years on June 11th.

10.04 Stony Creek District – Want County to grow; economic development; work together; Veteran’s Memorial Park.

10.05 Wakefield District – Proud to represent Wakefield and entire County; Feel the Pain (old Kids’ Corner).

10.06 Waverly District – Waverly Juneteenth successful; appreciated all who came out to support.

10.07 Yale District – Budget time unfavorable; financial health; bring in revenue; create expenditures; borrowing

11. Closed Session

A Closed Session was added during Agenda Amendments. It was moved to Item 2. Approval of Consent Agenda, as Item 2.06.

12. Adjournment

12.01 Adjournment

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR WHITE and carried: RESOLVED that the June 20, 2024 regular meeting of the Sussex County Board of Supervisors hereby adjourned at 8:35 p.m. All Board members present voted aye.

12.02 Next Meeting

The next regular Board of Supervisors meeting is scheduled to be held, Thursday, July 18, 2024.

At a Personnel Committee Meeting of the Board of Supervisors
Held in the Social Services Conference Room
Tuesday, June 25, 2024 - 9 a.m.

BOARD MEMBERS PRESENT

Thomas W. Baicy, III
Alfred G. Futrell.
Rufus E. Tyler, Sr.

STAFF PRESENT

Debbie Broughton, Animal Services Director
Ernest Giles, Sheriff
Kelly W. Moore, Finance Director
Nick Sheffield, Fire and Rescue Chief
Titiana D. Nicholson, CSA Director
Shilton R. Butts, Assistant to the County Administrator/
Clerk of the Board

Item 1. Call to Order/Determine Quorum

Chairman Baicy called the June 25, 2024 Personnel Committee meeting of the Sussex County Board of Supervisors to order.

Item 2. Invocation

There was no invocation offered.

Item 3. The Pledge of Allegiance

There was no Pledge of Allegiance.

Item 4. Agenda Amendment

There were no agenda amendments.

Item 5. Approval of Agenda

ON MOTION OF SUPERVISOR TYLER, seconded by SUPERVISOR FUTRELL and carried:
RESOLVED that the Sussex County Board of Supervisors Personnel Committee hereby approve
the June 25, 2024 agenda.

Item 6. Employment Notification

There was discussion of notifying Board members of new hires of Department Head positions.

It was stated that staff issues and complaints should come to the Personnel Committee, if the employee is not comfortable with talking or taking it to the County Administrator after speaking with their Supervisor.

Staff noted that there were no official Human Resource Department.

ON MOTION OF SUPERVISOR FUTRELL, seconded SUPERVISOR TYLER and carried: RESOLVED that the Sussex County Personnel Committee hereby recommend modifying the Personnel Policy, page 19, second paragraph to state that one representative from the Personnel Committee may choose to serve on the interview panel. All Personnel Committee members present voted aye.

Item 7. Animal Shelter Operation Hours

Debbie Broughton, Animal Services Supervisor, stated that Animal Services is mandated to have published operation hours by the State of Virginia. Animal Services has to be open a certain amount of hours throughout the weekdays.

Animal Services set hours to be opened are 1:00 p.m. through 4:00 p.m., Monday through Friday. Ms. Broughton noted that someone is at the animal shelter, seven (7) days a week. They are there to take care of animals and to run calls. They start at 7 a.m.

She noted they work with individuals who cannot get to the animal shelter in the set four hour period.

Item 8. Citizens' Comments

There were no citizens' comments.

Item 9. Adjournment

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex Board of Supervisors Personnel Committee hereby adjourned the June 25, 2024 meeting at 9:45 a.m. All Personnel Committee members present voted aye.

July 18, 2024

WARRANTS & VOUCHERS SUMMARY

TOTAL ALL WARRANTS FOR APPROVAL \$ 1,495,017.72

TOTAL ALL VOID CHECKS FOR APPROVAL

ACCOUNTS PAYABLE WARRANTS:	CHECK NO.	AMOUNTS	PROCESS DATE
FOR MONTH OF June 2024	228288-228334	\$ 424,607.37	6-Jun-24
	228335-228383	\$ 228,082.41	7-Jun-24
	228392-228431	\$ 182,494.41	13-Jun-24
	228432-228470	\$ 121,290.43	21-Jun-24
	228495-228531	\$ 150,595.92	27-Jun-24
Total Regular Warrants		\$ 1,107,070.54	

PAY. DEDUCTION WARRANTS:	CHECK NO.	AMOUNTS	PROCESS DATE
FOR MONTH OF June 2024	228384-228391	\$ 67,118.74	14-Jun-24
	228471-228479	\$ 66,058.19	28-Jun-24
Total Payroll Deduction Warrants:		\$ 133,176.93	

CSA WARRANTS:	CHECK NO.	AMOUNTS	PROCESS DATE
FOR MONTH OF June 2024	228480-228494	\$ 231,145.17	25-Jun-24
Total CSA Warrants:		\$ 231,145.17	

ACH PAYMENTS	CHECK NO.	AMOUNTS	PROCESS DATE
Bank of America		\$ 6,422.21	13-Jun-24
Bank of America		\$ 17,202.87	14-Jun-24
Total ACH Deduction Warrants:		\$ 23,625.08	

TOTAL VOUCHERS & WARRANTS FOR APPROVAL \$ 1,495,017.72

VOIDED **CHECK NO.** **AMOUNTS** **PROCESS DATE**

A/P CHECK REGISTER
Check Date - 6/06/2024

6/06/2024 SUSSEX COUNTY
TIME: 9:48:57

CHECK#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
228288	923 ALL SEASONS TERMITES &	000	6/06/2024	95.00	.00
228289	999999 ALMETIA HARDMAN	000	6/06/2024	157.25	.00
228290	1917 AMAZON CAPITAL SERVICES	000	6/06/2024	1,200.21	.00
228291	881 ANTHEM BLUE CROSS AND	000	6/06/2024	243.88	.00
228292	14 ATLANTIC ELECTION	000	6/06/2024	3,502.60	.00
228293	1769 ATLANTIC EMERGENCY SOLUTI	000	6/06/2024	11,340.13	.00
228294	1472 BRACY, KEVIN	000	6/06/2024	75.00	.00
228295	2041 BRANTLEY LEAH	000	6/06/2024	1,037.70	.00
228296	183 BRITT'S SERVICE CENTER	000	6/06/2024	3,75.00	.00
228297	2042 BROWN, VIOLA	000	6/06/2024	3,037.25	.00
228298	1251 CABIN POINT VETERINARY	000	6/06/2024	290.10	.00
228299	1728 CARQUEST OF WAKEFIELD	000	6/06/2024	61.60	.00
228300	1485 CENTRAL AGRIBUSINESS	000	6/06/2024	24.01	.00
228301	999999 CHRISTOPHER S. BRADNER	000	6/06/2024	235.00	.00
228302	1967 COAST TO COAST SOLUTIONS	000	6/06/2024	150.00	.00
228303	2055 COMMONWEALTH CALIBRATIONS	000	6/06/2024	12.63	.00
228304	871 CRYSTAL SPRINGS	000	6/06/2024	215.70	.00
228305	510 D.O.C FARMER'S MARKET	000	6/06/2024	2,297.10	.00
228306	983 DELL MARKETING L.P.	000	6/06/2024	666.06	.00
228307	2134 DRAKE VETERINARY SERVICES	000	6/06/2024	75.00	.00
228308	123 EDMOND, J. LAFAYETTE	000	6/06/2024	75.00	.00
228309	2157 EMERGENCY SOLUTIONS, INC.	000	6/06/2024	69,120.00	.00
228310	1937 EMPORIA MEDICAL ASSOCIATE	000	6/06/2024	100.00	.00
55	2030 FLORES & ASSOCIATES, LLC	000	6/06/2024	2,686.22	.00
228311	152 GALLS, LLC	000	6/06/2024	104.30	.00
228312	2084 GRAY, BARBARA	000	6/06/2024	75.00	.00
228313	1563 HARRIS CORPORATION-PSPC	000	6/06/2024	308,583.64	.00
228314	1392 MASON, DENNIS	000	6/06/2024	100.00	.00
228315	309 MASSENBURG, TERRY	000	6/06/2024	75.00	.00
228316	1600 MAYES, ANDREW W.	000	6/06/2024	171.57	.00
228317	1046 MCI	000	6/06/2024	364.55	.00
228318	1980 MCNEIL & COMPANY, INC.	000	6/06/2024	7,020.00	.00
228319	1802 ONSOLVE, LLC	000	6/06/2024	4,686.93	.00
228320	56 OWEN FORD, INC	000	6/06/2024	28.00	.00
228321	1187 OWEN PRINTING COMPANY	000	6/06/2024	146.34	.00
228322	164 PITNEY-BOWES, LLC	000	6/06/2024	75.00	.00
228323	2043 ROGERS, EARL	000	6/06/2024	75.00	.00
228324	1866 SHANDS, RUDOLPH	000	6/06/2024	1,271.47	.00
228325	292 STANDBY SYSTEMS, INC	000	6/06/2024	75.00	.00
228326	1833 TRANSTONION RISK & ALTERNA	000	6/06/2024	75.00	.00
228327	2045 UMPHLETT WINNIE	000	6/06/2024	524.09	.00
228328	87 VAN CLEEF AUTO PARTS INC	000	6/06/2024	196.88	.00
228329	39 VERIZON WIRELESS	000	6/06/2024	78.06	.00
228330	1601 W.S.CAMPBELL TOWING & REP	000	6/06/2024	51.20	.00
228331	2229 WAKEFIELD IGA INC	000	6/06/2024	3,555.70	.00
228332	1408 WITMER PUBLIC SAFETY GRP.	000	6/06/2024	367.20	.00
228333	879 WOMACK PUBLISHING CO.	000	6/06/2024	75.00	.00
228334	2044 WYCHE, NATHALIA	000	6/06/2024	424,607.37	.00
CLASS TOTAL					
ACH TOTAL				2,686.22	
CHECK TOTAL				421,921.15	
EPY TOTAL				.00	
FINAL TOTAL				424,607.37	.00

Keying Done 6.6.2024

DocuSigned by:
Richard Douglas
59477520843

Justin G. Cox 6/6/24

6/6/2024

CHECK#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
228335	1917 AMAZON CAPTIAL SERVICES	000	6/07/2024	2,139.84	.00
228336	1795 ANIMAL CARE EQUIPMENT & S	000	6/07/2024	96.54	.00
228337	183 BRITT S SERVICE CENTER	000	6/07/2024	971.00	.00
228338	738 BUTLER S TOWING AND	000	6/07/2024	226.97	.00
228339	1480 BUTTS, SHILTON RICKS	000	6/07/2024	322.33	.00
228340	1251 CABIN POINT VETERINARY	000	6/07/2024	2,304.60	.00
228341	728 CARQUEST OF WAKEFIELD	000	6/07/2024	872.09	.00
228342	1485 CENTRAL AGRIBUSINESS	000	6/07/2024	46.20	.00
228343	999999 CHRISTOPHER MITCHELL	000	6/07/2024	75.00	.00
228344	1862 COUNTY OF CHESTERFIELD	000	6/07/2024	400.00	.00
228345	1074 COX DESTA	000	6/07/2024	174.44	.00
228346	411 CRATER CRIMINAL JUSTICE	000	6/07/2024	7,869.84	.00
228347	999999 DAVID WILLIAMS	000	6/07/2024	7.20	.00
228348	1185 DISPUTANTA ANIMAL HOSPITA	000	6/07/2024	193.00	.00
228349	902 DOC FARMER'S MARKET	000	6/07/2024	212.45	.00
228350	1651 DOCUMENT SYSTEMS	000	6/07/2024	1,629.02	.00
228351	84 DOMINION VIRGINIA POWER	000	6/07/2024	2,583.00	.00
228352	999999 DOMINIQUE WHELESS	000	6/07/2024	12.60	.00
228353	999999 ELIJAH THOMAS	000	6/07/2024	37.80	.00
228354	2157 EMERGENCY SOLUTIONS, INC.	000	6/07/2024	73,440.00	.00
228355	2030 FLORES & ASSOCIATES, LLC	000	6/07/2024	6,188.42	.00
228356	1703 HEFTY WILEY & GORE P.C.	000	6/07/2024	9,180.00	.00
228357	44 JIMMY MATTHEWS TOWING &	000	6/07/2024	350.00	.00
228358	1943 MARK D. MILITANA MD PC	000	6/07/2024	3,750.00	.00
228359	947 MUNICIPAL EMERGENCY SERVI	000	6/07/2024	482.90	.00
228359	999999 OSCAR CUXUN-ACETUN	000	6/07/2024	135.90	.00
228360	1246 PHILLIPS TELECOMMUNICATION	000	6/07/2024	492.55	.00
228361	165 POSTMASTER	000	6/07/2024	254.00	.00
228362	1326 R. M. WILKINSON OIL CO, INC	000	6/07/2024	761.68	.00
228363	999999 RAHEEM WHITE	000	6/07/2024	72.00	.00
228364	176 ROBINSON FARMER & COX	000	6/07/2024	44,000.00	.00
228365	1571 SHI INTERNATIONAL CORP	000	6/07/2024	3,709.44	.00
228366	1787 SIMPLE COM	000	6/07/2024	1,759.62	.00
228367	1975 STAPLES, INC.	000	6/07/2024	211.54	.00
228368	2022 STAR2STAR COMMUNICATIONS, L	000	6/07/2024	225.20	.00
228369	67 STONY CREEK PHARMACY	000	6/07/2024	220.03	.00
228370	1215 SUSSEX COUNTY SCHOOL	000	6/07/2024	60.90	.00
228371	942 SUSSEX MINI MART	000	6/07/2024	6.99	.00
228372	1176 TOWN GUN SHOP, INC.	000	6/07/2024	8,976.00	.00
228373	316 TOWN OF STONY CREEK	000	6/07/2024	150.00	.00
228374	1833 TRANSUNION RISK & ALTERNA	000	6/07/2024	143.70	.00
228375	1995 TRUIST BANK	000	6/07/2024	2,198.18	.00
228376	1995 TRUIST BANK	000	6/07/2024	990.06	.00
228377	1218 U-S BANK	000	6/07/2024	850.00	.00
228378	87 VAN CLEEF AUTO PARTS INC	000	6/07/2024	1,950.03	.00
228379	769 VERIZON	000	6/07/2024	764.60	.00
228380	39 VERIZON WIRELESS	000	6/07/2024	587.91	.00
228381	999999 WESLEY PROCLISE	000	6/07/2024	72.90	.00
228382	1344 ZOLL MEDICAL CORPORATION	000	6/07/2024	45,598.94	.00
228383	1987 3P TRADING COMPANY, LLC	000	6/07/2024	315.00	.00
	CLASS TOTAL			228,082.41	
	ACH TOTAL			6,188.42	
	CHECK TOTAL			221,893.99	
	EPY TOTAL			.00	
				Total \$228,082.41	

6.7.24

6/7/2024

6/7/24

Kelly Wood
 Kelly Wood
 DocuSign, Inc.
 Richard Douglas
 109472650403
West of Gx

NEW YORK

ActPd - 2024/06

A/P CHECK REGISTER
Check Date - 6/13/2024

AP100B /2024 SUSSEX COUNTY
TIME-10:54:29

CHECK#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
228392	1917 AMAZON CAPTIAL SERVICES	000	6/13/2024	8,963.01	.00
228393	10 BANK OF SOUTHSIDE VA	000	6/13/2024	1,398.59	.00
57 ACH	1676 BERKLEY GROUP	000	6/13/2024	12,540.00	.00
228394	183 BRITT'S SERVICE CENTER	000	6/13/2024	55.50	.00
228395	1251 CABIN POINT VETERINARY	000	6/13/2024	1,159.05	.00
228396	1674 COMFORT SYSTEMS OF VA, INC	000	6/13/2024	652.50	.00
228397	1449 CONVERGENT TECHNOLOGIES	000	6/13/2024	359.00	.00
228398	1173 COPY CAT PRINTING	000	6/13/2024	476.98	.00
228399	20 COWLING BROTHERS	000	6/13/2024	791.91	.00
228400	871 CRYSTAL SPRINGS	000	6/13/2024	84.94	.00
228401	510 D.O.C. FARMER'S MARKET	000	6/13/2024	307.35	.00
228402	1651 DOCUMENT SYSTEMS	000	6/13/2024	444.48	.00
228403	84 DOMINION VIRGINIA POWER	000	6/13/2024	4,612.58	.00
228404	84 DOMINION VIRGINIA POWER	000	6/13/2024	2,529.44	.00
228405	84 DOMINION VIRGINIA POWER	000	6/13/2024	3,517.47	.00
58 ACH	2030 FLORES & ASSOCIATES, LLC	000	6/13/2024	17,681.70	.00
228406	276 GREENSVILLE COUNTY WATER	000	6/13/2024	63.99	.00
228407	1637 HALEY FORD SOUTH	000	6/13/2024	62,880.41	.00
228408	49 JARRATT HARDWARE	000	6/13/2024	98.81	.00
228409	1969 JENSEN MECHANICAL INC.	000	6/13/2024	9,661.00	.00
228410	164 PITNEY-BOWES, LLC	000	6/13/2024	499.65	.00
228411	165 POSTMASTER	000	6/13/2024	72.00	.00
228412	61 PRINCE GEORGE ELECTRIC	000	6/13/2024	183.16	.00
228413	999999 RAHEEM WHITE	000	6/13/2024	21.60	.00
228414	1023 RICOH USA, INC.	000	6/13/2024	487.88	.00
228415	1958 RYAN EDWARD AERNI	000	6/13/2024	600.00	.00
228416	1618 SHRED-IT USA, LLC	000	6/13/2024	288.14	.00
228417	1787 SIMPLE COM	000	6/13/2024	242.00	.00
228418	2022 STARSTAR COMMUNICATIONS, L	000	6/13/2024	225.20	.00
228419	2046 SURRY COUNTY	000	6/13/2024	19,781.78	.00
228420	942 SUSSEX MINI MART	000	6/13/2024	30.04	.00
228421	897 TRANE COMPANY	000	6/13/2024	4,393.75	.00
228422	2156 UNITED SITE SERVICES OF M	000	6/13/2024	680.00	.00
228423	87 VAN CLEEF AUTO PARTS INC	000	6/13/2024	223.54	.00
228424	757 VERIZON BUSINESS	000	6/13/2024	301.65	.00
228425	39 VERIZON WIRELESS	000	6/13/2024	1,440.82	.00
228426	2050 VIRGINIA AMERICAN WATER C	000	6/13/2024	94.46	.00
228427	2139 VIRGINIA STATE POLICE	000	6/13/2024	20.00	.00
228428	873 WASTE MANAGEMENT OF	000	6/13/2024	698.77	.00
59 ACH	2135 WEX INC	000	6/13/2024	18,666.96	.00
228429	1408 WITMER PUBLIC SAFETY GRP.	000	6/13/2024	629.34	.00
228430	1879 WOMACK PUBLISHING CO.	000	6/13/2024	3,851.01	.00
228431	1978 YELVERTON, FAYE	000	6/13/2024	3,783.95	.00
	CLASS TOTAL			182,494.41	.00
	ACH TOTAL			48,888.66	.00
	CHECK TOTAL			133,605.75	.00
	EPY TOTAL			.00	.00
	FINAL TOTAL			182,494.41	.00

CA 61324

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 182,494.41 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

Handwritten signatures:
A. Kelly
Mary M. Wiseman
A. Kelly

6.13.24

6/13/24




6/13/24

A/P CHECK REGISTER
Check Date - 6/21/2024

AP100B 6/21/2024 SUSSEX COUNTY
TIME-12:39:05

CHECK#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
228432	342 AGRI-VA, INC	000	6/21/2024	802.38	.00
228433	1917 AMAZON CAPTIAL SERVICES	000	6/21/2024	1,865.48	.00
228434	300 BATTERY BARN OF VA INC	000	6/21/2024	426.00	.00
228435	887 BRITT'S ROADSIDE	000	6/21/2024	187.05	.00
228436	183 BRITT'S SERVICE CENTER	000	6/21/2024	311.25	.00
228437	1251 CABIN POINT VETERINARY	000	6/21/2024	71.00	.00
228438	728 CARQUEST OF WAKEFIELD	000	6/21/2024	594.78	.00
228439	1485 CENTRAL AGRIBUSINESS	000	6/21/2024	123.20	.00
228440	2055 COMMONWEALTH CALIBRATIONS	000	6/21/2024	225.00	.00
228441	1970 COMMONWEALTH OF VIRGINIA	000	6/21/2024	4,056.50	.00
228442	20 COWLING BROTHERS	000	6/21/2024	900.00	.00
228443	24 CRATER YOUTH CARE	000	6/21/2024	6,156.83	.00
228444	1613 CUSTOM CLEANERS	000	6/21/2024	106.00	.00
228445	2018 DILLARD ELECTRICAL	000	6/21/2024	6,540.00	.00
228446	902 DOC FARMER'S MARKET	000	6/21/2024	408.20	.00
228447	1651 DOCUMENT SYSTEMS	000	6/21/2024	53.00	.00
228448	1911 DOUGLAS, RICHARD	000	6/21/2024	559.88	.00
62	2030 FLORES & ASSOCIATES, LLC	000	6/21/2024	7,245.15	.00
228449	1637 HALEY FORD SOUTH	000	6/21/2024	27,375.93	.00
228450	1747 HERC RENTALS INC.	000	6/21/2024	1,166.83	.00
228451	1253 JAMES RIVER EQUIPMENT	000	6/21/2024	660.34	.00
228452	1969 JENSEN MECHANICAL INC.	000	6/21/2024	1,931.18	.00
228453	1533 JOHN DEERE FINANCIAL	000	6/21/2024	1,021.72	.00
228454	165 POSTMASTER	000	6/21/2024	100.00	.00
228455	61 PRINCE GEORGE ELECTRIC	000	6/21/2024	403.18	.00
228456	2083 READ'S UNIFORMS INC.	000	6/21/2024	1,594.29	.00
228457	1488 RRS FOODSERVICE	000	6/21/2024	2,881.23	.00
228458	63 RUTHERFORD SUPPLY	000	6/21/2024	469.04	.00
228459	1709 SCHULTZ LAWNSCAPES, INC.	000	6/21/2024	13,156.70	.00
228460	1772 SOUTHSIDE ELECTRIC COOPER	000	6/21/2024	66.96	.00
228461	77 SUSSEX SERVICE AUTHORITY	000	6/21/2024	52.50	.00
228462	1909 TRUE KLEEN, LLC	000	6/21/2024	625.00	.00
228463	87 VAN CLEEF AUTO PARTS INC	000	6/21/2024	2,257.72	.00
228464	39 VERIZON WIRELESS	000	6/21/2024	3,379.06	.00
228465	2237 VIRGINIA SOLAR TINTING	000	6/21/2024	129.00	.00
228466	2229 WAKEFIELD IGA INC	000	6/21/2024	45.60	.00
228467	873 WASTE MANAGEMENT OF	000	6/21/2024	1,306.61	.00
228468	88 WAVERLY GLASS SHOP	000	6/21/2024	1,250.00	.00
228469	1408 WITMER PUBLIC SAFETY GRP.	000	6/21/2024	30,074.33	.00
228470	1644 XEROX FINANCIAL SERVICES	000	6/21/2024	711.50	.00
	CLASS TOTAL			121,290.43	.00
	ACH TOTAL			7,245.15	
	CHECK TOTAL			114,045.28	
	EPY TOTAL			.00	
	FINAL TOTAL			121,290.43	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 121,290.43- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.


 Kelly M. Mace
 DIRECTOR OF FINANCE

 Robert Taylor

 Robert G. Cox

6-24-24
DATE

6-24-24

6/24/24

A/P CHECK REGISTER
Check Date - 6/27/2024

AP100B 6/27/2024 SUSSEX COUNTY
TIME-12:53:50

CHECK#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
228495	1960 ACI PAYMENTS, INC.	000	6/27/2024	450.25	.00
228495	2146 ANDERSON, THOMAS	000	6/27/2024	208.92	.00
63	2172 BANK OF AMERICA	000	6/27/2024	3,545.04	.00
228497	BANK OF SOUTHSIDE VA	000	6/27/2024	1,012.89	.00
228498	10 BATTERY BARN OF VA INC	000	6/27/2024	390.00	.00
64	1676 BATTERY GROUP	000	6/27/2024	9,380.00	.00
228499	183 BRITT'S SERVICE CENTER	000	6/27/2024	255.00	.00
228500	1820 C.W. WARTHEN INC.	000	6/27/2024	394.61	.00
228501	1485 CENTRAL AGRIBUSINESS	000	6/27/2024	30.80	.00
228502	2012 CONNY, DAVID	000	6/27/2024	596.95	.00
228503	871 CRYSTAL SPRINGS	000	6/27/2024	267.45	.00
228504	1651 DOCUMENT SYSTEMS	000	6/27/2024	226.11	.00
228505	2058 DOMINION VOTING SYSTEMS, I	000	6/27/2024	2,989.80	.00
228506	2157 EMERGENCY SOLUTIONS, INC.	000	6/27/2024	70,200.00	.00
65	2030 FLORES & ASSOCIATES, LLC	000	6/27/2024	9,815.12	.00
ACH	999999 HARDMAN, ALMETIA	000	6/27/2024	30.61	.00
228507	49 JARRATT HARDWARE	000	6/27/2024	25.58	.00
228508	1550 KINEX NETWORKING SOLUTION	000	6/27/2024	1,350.00	.00
228509	1213 LEEITE TIRE & AUTO CENTER	000	6/27/2024	2,271.67	.00
228510	129 LOGAN SYSTEMS, INC	000	6/27/2024	672.99	.00
228511	1606 MOORE, KELLY	000	6/27/2024	794.56	.00
228512	540 NOLAND COMPANY	000	6/27/2024	750.00	.00
228513	56 OWEN FORD, INC.	000	6/27/2024	89.26	.00
228514	163 PEARSON'S APPRAISAL SERV	000	6/27/2024	700.00	.00
228515	2019 PETERSBURG ALARM COMPANY,	000	6/27/2024	978.00	.00
228516	164 PITNEY-BOWES, LLC	000	6/27/2024	499.65	.00
228517	165 POSTMASTER	000	6/27/2024	154.00	.00
228518	765 PRO-TECT FIRE	000	6/27/2024	1,657.00	.00
228519	1488 RRS FOODSERVICE EQUIPME	000	6/27/2024	7,237.63	.00
228520	1975 SOUTHERN POLICE EQUIPMENT	000	6/27/2024	14,680.93	.00
228521	1975 STAPLES, INC.	000	6/27/2024	957.02	.00
228522	942 SUSSEX MINI MART	000	6/27/2024	10.96	.00
228523	2186 T PLUMBING & LANDSCAPING	000	6/27/2024	4,908.06	.00
228524	1822 TFWELDWELDING, LLC	000	6/27/2024	1,200.00	.00
228525	80 TRI CITY OFFICE PRODUCTS	000	6/27/2024	157.35	.00
228526	769 VERIZON WIRELESS	000	6/27/2024	3,442.75	.00
228527	39 VERIZON WIRELESS	000	6/27/2024	6,108.48	.00
228528	1408 WITMER PUBLIC SAFETY GRP.	000	6/27/2024	1,100.00	.00
228529	2187 WOODRUFF, JASON R	000	6/27/2024	1,909.41	.00
228530	1644 XEROX FINANCIAL SERVICES	000	6/27/2024	145.00	.00
228531	CLASS TOTAL			150,595.92	
	ACH TOTAL			22,741.16M	
	CHECK TOTAL			127,854.76M	
	EPY TOTAL			.00	
	FINAL TOTAL			150,595.92M	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 150,595.92- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

6-27-24
DATE

6/27/2024

Kenneth W. Hines
DIRECTOR OF FINANCE

Richard Douglas
5060775550863

Wendy Elin

PAYROLL DEDUCTION CHECKS

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	DESCRIPTION	BATCH
00000	000245	AFLAC	DC040240616240600	6/14/2024	100-000200-0100-	555.95	228384		00000
00000	000245		DC040240616240600	6/14/2024	105-000200-0100-	87.39	228384		00000
00000	000245		DC041240616240600	6/14/2024	100-000200-0100-	587.57	228384		00000
00000	000245		DC041240616240600	6/14/2024	105-000200-0100-	78.59	228384		00000
					CHECK TOTAL	1,309.50			
00000	000881	ANTHEM BLUE CROSS AND	DC005240616240600	6/14/2024	100-000200-0100-	12,397.00	228385		00000
00000	000881		DC005240616240600	6/14/2024	105-000200-0100-	2,200.50	228385		00000
00000	000881		DC015240616240600	6/14/2024	100-000200-0100-	10,705.00	228385		00000
00000	000881		DC015240616240600	6/14/2024	105-000200-0100-	1,070.50	228385		00000
00000	000881		DC126240616240600	6/14/2024	100-000200-0100-	28,548.00	228385		00000
00000	000881		DC126240616240600	6/14/2024	105-000200-0100-	5,947.50	228385		00000
					CHECK TOTAL	60,868.50			
00000	001397	LEGAL SHIELD	DC097240616240600	6/14/2024	100-000200-0100-	92.78	228386		00000
00000	001397		DC097240616240600	6/14/2024	105-000200-0100-	46.39	228386		00000
					CHECK TOTAL	139.17			
00000	001021	MINNESOTA LIFE INS CO	DC200240616240600	6/14/2024	100-000200-0100-	529.86	228387		00000
00000	001021		DC200240616240600	6/14/2024	105-000200-0100-	126.51	228387		00000
					CHECK TOTAL	656.37			
00000	000872	NATIONWIDE RETIREMENT	DC090240616240600	6/14/2024	100-000200-0100-	345.00	228388		00000
00000	000872		DC090240616240600	6/14/2024	105-000200-0100-	100.00	228388		00000
					CHECK TOTAL	445.00			
00000	000247	TREASURER OF VIRGINIA	DC080240616240600	6/14/2024	100-000200-0100-	2,450.67	228389		00000
					CHECK TOTAL	2,450.67			
00000	000831	VACORP	DC035240616240600	6/14/2024	100-000200-0100-	266.07	228390		00000
00000	000831		DC035240616240600	6/14/2024	105-000200-0100-	108.46	228390		00000
					CHECK TOTAL	374.53			
00000	001027	VALTC RETIREMENT	DC091240616240600	6/14/2024	100-000200-0100-	875.00	228391		00000
					CHECK TOTAL	875.00			
					CLASS TOTAL	67,118.74			
					FINAL TOTAL	67,118.74			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.

THE TOTAL 67,118.74 - EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

6-17-24
DATE
6/17/24

Richard G. Ox
COUNTY ADMINISTRATOR

P/O NO.	VEND. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	ACCOUNT NO.	NET AMOUNT	CHECK NO.	DESCRIPTION	BATCH
00000	000245	AFLAC	DC040240630240600	6/28/2024	100-000200-0100-	555.95	228471		00000
00000	000245		DC040240630240600	6/28/2024	105-000200-0100-	87.39	228471		00000
00000	000245		DC041240630240600	6/28/2024	100-000200-0100-	587.57	228471		00000
00000	000245		DC041240630240600	6/28/2024	105-000200-0100-	78.59	228471		00000
					CHECK TOTAL	1,309.50			
00000	000881	ANTHEM BLUE CROSS AND	DC005240630240600	6/28/2024	100-000200-0100-	10,930.00	228472		00000
00000	000881		DC005240630240600	6/28/2024	105-000200-0100-	2,200.50	228472		00000
00000	000881		DC015240630240600	6/28/2024	100-000200-0100-	10,705.00	228472		00000
00000	000881		DC015240630240600	6/28/2024	105-000200-0100-	1,070.50	228472		00000
00000	000881		DC126240630240600	6/28/2024	100-000200-0100-	27,765.00	228472		00000
00000	000881		DC126240630240600	6/28/2024	105-000200-0100-	5,947.50	228472		00000
					CHECK TOTAL	58,608.50			
00000	001397	LEGAL SHIELD	DC097240630240600	6/28/2024	100-000200-0100-	92.78	228473		00000
00000	001397		DC097240630240600	6/28/2024	105-000200-0100-	46.39	228473		00000
					CHECK TOTAL	139.17			
00000	001021	MINNESOTA LIFE INS CO	DC200240630240600	6/28/2024	100-000200-0100-	529.86	228474		00000
00000	001021		DC200240630240600	6/28/2024	105-000200-0100-	126.51	228474		00000
					CHECK TOTAL	656.37			
00000	000872	NATIONWIDE RETIREMENT	DC090240630240600	6/28/2024	100-000200-0100-	345.00	228475		00000
00000	000872		DC090240630240600	6/28/2024	105-000200-0100-	100.00	228475		00000
					CHECK TOTAL	445.00			
00000	000247	TREASURER OF VIRGINIA	DC080240630240600	6/28/2024	100-000200-0100-	2,450.67	228476		00000
					CHECK TOTAL	2,450.67			
00000	000831	VACORP	DC035240630240600	6/28/2024	100-000200-0100-	266.07	228477		00000
00000	000831		DC035240630240600	6/28/2024	105-000200-0100-	108.46	228477		00000
					CHECK TOTAL	374.53			
00000	001027	VALIC RETIREMENT	DC091240630240600	6/28/2024	100-000200-0100-	875.00	228478		00000
					CHECK TOTAL	875.00			
00000	001429	VIRGINIA DEPT OF TAXATION	DC065240630240600	6/28/2024	100-000200-0100-	1,199.45	228479		00000
					CHECK TOTAL	1,199.45			
					CLASS TOTAL	66,058.19			
					FINAL TOTAL	66,058.19-			

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 66,058.19- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

6-24-24
DATE
6/24/24

Richard [Signature]
COUNTY ADMINISTRATOR
Desti G. Cox

AP100 6/25/2024 SUSSEX COUNTY

A/P CHECK REGISTER

TIME-11:51:17

Acc'd - 2024/06

P.O. NO.	VENDOR NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCRL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV. DESCRIPTION
0000000	003001	ALLIED INSTRUCTIONAL SERV	APR1013058-0033	6/25/2024		4110-053000-1013-	780.00	228480		2g-Special Education Private	02009 TRISVAN, KHALIJA
0000000	003001		MAY1013058-0036	6/25/2024		4110-053000-1013-	780.00	228480		2g-Special Education Private	02009 TRISVAN, KHALIJA
		DISC. TOTAL	1.560.00				.00			TOTAL	1.560.00
0000000	003004	BELIEVE-N-U YOUTH EMPOWER	MAY1012998-0037	6/25/2024		4110-053000-1013-	5.896.00	228481		2g-Special Education Private	02009 SCOTT, JAYLA
0000000	003004		MAY1013049-0038	6/25/2024		4110-053000-1013-	10.912.00	228481		2g-Special Education Private	02009 TRISVAN, KHALIJA
		DISC. TOTAL	16.808.00				.00			TOTAL	16.808.00
0000000	003006	BRIGHTSTAR CARE OF RICHMO	APR1013105-0034	6/25/2024		4110-053000-1013-	5.625.20	228482		2g-Special Education Private	02009 TRISVAN, KHALIJA
0000000	003006		MAY1013105-0039	6/25/2024		4110-053000-1013-	4.987.50	228482		2g-Special Education Private	02009 TRISVAN, KHALIJA
		DISC. TOTAL	10.612.70				.00			TOTAL	10.612.70
0000000	003039	BUILDING OUR YOUTH LLC	APR1013128-0032	6/25/2024		4110-053000-1011-	240.00	228483		2f-Community Based Services	02009 WILLIAMS, OL LIAH
0000000	003039		MAY1012996-0043	6/25/2024		4110-053000-2001-	2.400.00	228483		3-Community Based	02009 RUFFIN, ARTEMUS
0000000	003039		MAY1012997-0052	6/25/2024		4110-053000-2001-	2.400.00	228483		3-Community Based	02009 STRINGFIELD, AMON
0000000	003039		MAY1013061-0053	6/25/2024		4110-053000-2001-	1.020.00	228483		3-Community Based	02009 SHEARS, ZAMIR
0000000	003039		MAY1013062-0047	6/25/2024		4110-053000-2001-	2.400.00	228483		3-Community Based	02009 GRAY, QI'ASIA
0000000	003039		MAY1013063-0045	6/25/2024		4110-053000-2001-	2.400.00	228483		3-Community Based	02009 GRAY, KAYDEN
0000000	003039		MAY1013064-0045	6/25/2024		4110-053000-2001-	1.200.00	228483		3-Community Based	02009 GRAY, MADDISSYN
0000000	003039		MAY1013087-0048	6/25/2024		4110-053000-2001-	780.00	228483		3-Community Based	02009 BYNUM, JANIYAH
0000000	003039		MAY1013088-0050	6/25/2024		4110-053000-2001-	2.760.00	228483		3-Community Based	02009 WILLIAMS, OL LIAH
0000000	003039		MAY1013089-0044	6/25/2024		4110-053000-2001-	2.700.00	228483		3-Community Based	02009 HAYES, JOEL
		DISC. TOTAL	18.300.00				.00			TOTAL	18.300.00
0000000	003039	BUILDING OUR YOUTH LLC	MAY1013090-0049	6/25/2024		4110-053000-2001-	2.196.00	228484		3-Community Based	02009 PERRY, SHU MAHO
0000000	003039		MAY1013104-0042	6/25/2024		4110-053000-2001-	3.120.00	228484		3-Community Based	02009 ELLIS, KARRON
0000000	003039		MAY1013125-0051	6/25/2024		4110-053000-2001-	2.760.00	228484		3-Community Based	02009 SMITH, RYAN
0000000	003039		MAY1013136-0054	6/25/2024		4110-053000-2001-	1.620.00	228484		3-Community Based	02009 SHEARS, ZAMIR
		DISC. TOTAL	9.696.00				.00			TOTAL	9.696.00
0000000	003041	EMBRACE FOSTER CARE, LLC	APR1013058-0003	6/25/2024		4110-053000-1004-	4.500.00	228485		2a-Treatment Foster Care: IV-02009 WARD, LUKE	02009 WARD, LUKE
0000000	003041		AUG1013129-0011	6/25/2024		4110-053000-1005-	6.409.00	228485		2a1-Treatment Foster Care: non02009 LITCHFIELD, LEVI	02009 LITCHFIELD, LEVI
0000000	003041		AUG1013132-0009	6/25/2024		4110-053000-1005-	6.409.00	228485		2a1-Treatment Foster Care: non02009 WARD, LIAM	02009 WARD, LIAM
0000000	003041		AUG1013133-0010	6/25/2024		4110-053000-1005-	6.409.00	228485		2a1-Treatment Foster Care: non02009 WARD, LUKE	02009 WARD, LUKE
0000000	003041		FEB1013134-0012	6/25/2024		4110-053000-1005-	2.949.10	228485		2a1-Treatment Foster Care: non02009 WARD, LUKE	02009 WARD, LUKE
0000000	003041		JUL1013129-0015	6/25/2024		4110-053000-1005-	5.144.50	228485		2a1-Treatment Foster Care: non02009 LITCHFIELD, LEVI	02009 LITCHFIELD, LEVI
0000000	003041		JUL1013132-0013	6/25/2024		4110-053000-1005-	5.144.50	228485		2a1-Treatment Foster Care: non02009 WARD, LIAM	02009 WARD, LIAM
0000000	003041		JUL1013133-0014	6/25/2024		4110-053000-1005-	5.144.50	228485		2a1-Treatment Foster Care: non02009 WARD, LUKE	02009 WARD, LUKE
0000000	003041		HAR1013135-0004	6/25/2024		4110-053000-1004-	4.650.00	228485		2a-Treatment Foster Care: IV-02009 WARD, LUKE	02009 WARD, LUKE
0000000	003041		MAY1013058-0005	6/25/2024		4110-053000-1004-	4.650.00	228485		2a-Treatment Foster Care: IV-02009 WARD, LUKE	02009 WARD, LUKE
		DISC. TOTAL	51.409.60				.00			TOTAL	51.409.60
0000000	003041	EMBRACE FOSTER CARE, LLC	SEP1013129-0027	6/25/2024		4110-053000-1005-	6.259.00	228486		2a1-Treatment Foster Care: non02009 LITCHFIELD, LEVI	02009 LITCHFIELD, LEVI
0000000	003041		SEP1013132-0025	6/25/2024		4110-053000-1005-	6.259.00	228486		2a1-Treatment Foster Care: non02009 WARD, LIAM	02009 WARD, LIAM
0000000	003041		SEP1013133-0026	6/25/2024		4110-053000-1005-	6.259.00	228486		2a1-Treatment Foster Care: non02009 WARD, LUKE	02009 WARD, LUKE
		DISC. TOTAL	18.777.00				.00			TOTAL	18.777.00
0000000	003046	HERNDON, KOURNEY	MAY1013124-0029	6/25/2024		4110-053000-1008-	200.00	228487		2e-Family Foster Care	02009 BYNUM JR., JONATHA
		DISC. TOTAL	200.00				.00			TOTAL	200.00
0000000	003016	INTERCEPT YOUTH SERVICES	FEB1013047-0028	6/25/2024		4110-053000-1008-	8.162.50	228488		2e-Family Foster Care	02009 FREEMAN, EARNESE

P.O. NO.	VENDOR NAME	INVOICE NO.	INVOICE DATE	A/P ACCL	ACCOUNT NO.	NET AMOUNT	CHECK NO.	ACH PMT	G/L ACCOUNT DESC.	BATCH INV-DESCRIPTION
0000000 003016		MAY1013091-0006	6/25/2024		4110-053000-1004-	5,142.59	228488		2a-Treatment Foster Care: IV-02009 BYRD, ELIJAH	
0000000 003016		MAY1013092-0007	6/25/2024		4110-053000-1004-	5,142.59	228488		2a-Treatment Foster Care: IV-02009 BYRD, ELIJAH	
0000000 003016		MAY1013093-0008	6/25/2024		4110-053000-1004-	4,811.02	228488		2a-Treatment Foster Care: IV-02009 BYRD, JOSHUA	
0000000 003016		MAY1013094-0023	6/25/2024		4110-053000-1005-	7,514.77	228488		2a1-Treatment Foster Care: non02009 EDWARDS, TATUM OLIJAH	
0000000 003016		MAY1013107-0018	6/25/2024		4110-053000-1005-	5,707.02	228488		2a1-Treatment Foster Care: non02009 BYNUM, JANIYAH	
0000000 003016		MAY1013108-0019	6/25/2024		4110-053000-1005-	4,811.02	228488		2a1-Treatment Foster Care: non02009 BYNUM, JAYDON	
0000000 003016		MAY1013109-0020	6/25/2024		4110-053000-1005-	6,229.59	228488		2a1-Treatment Foster Care: non02009 BYNUM, JEREMIAH	
0000000 003016		MAY1013110-0021	6/25/2024		4110-053000-1005-	5,781.59	228488		2a1-Treatment Foster Care: non02009 BYNUM, JOSIAH	
		CHECK TOTAL	58,445.28			.00	EPY PMT TOTAL			58,445.28
0000000 003016	INTERCEPT YOUTH SERVICES	MAY1013111-0022	6/25/2024		4110-053000-1005-	4,811.02	228489		2a1-Treatment Foster Care: non02009 BYNUM, JOURNEY	
0000000 003016		MAY1013112-0017	6/25/2024		4110-053000-1005-	7,066.77	228489		2a1-Treatment Foster Care: non02009 BYNUM JR, JONATHAN	
0000000 003016		MAY1013126-0016	6/25/2024		4110-053000-1005-	4,007.02	228489		2a1-Treatment Foster Care: non02009 BRINKLEY, CHARLIE	
		CHECK TOTAL	15,884.81			.00	EPY PMT TOTAL			15,884.81
0000000 003017	JACKSON FIELD HOMES, INC	MAY1013067-0001	6/25/2024		4110-053000-1003-	4,686.00	228490		1e-Educational Services Congr02009 BYRD, JOZIAH	
		CHECK TOTAL	4,686.00			.00	EPY PMT TOTAL			4,686.00
0000000 003043	KEYS ACADEMY	MAY1013102-0040	6/25/2024		4110-053000-1013-	6,405.00	228491		2g-Special Education Private 02009 DOUGLAS, DANIEL	
		CHECK TOTAL	6,405.00			.00	EPY PMT TOTAL			6,405.00
0000000 003047	LIFEBRIDGE ACADEMY	APR1013127-0035	6/25/2024		4110-053000-1013-	4,590.00	228492		2g-Special Education Private 02009 MORRALL, JONATHAN	
		MAY1013127-0041	6/25/2024		4110-053000-1013-	5,940.00	228492		2g-Special Education Private 02009 MORRALL, JONATHAN	
		CHECK TOTAL	10,530.00			.00	EPY PMT TOTAL			10,530.00
0000000 003033	WORTH SPRING BEHAVIORAL H	MAY1013053-0002	6/25/2024		4110-053000-1003-	6,170.78	228493		1e-Educational Services Congr02009 FOSTER, KAYLA	
		CHECK TOTAL	6,170.78			.00	EPY PMT TOTAL			6,170.78
0000000 003036	WEINSTEIN JEWISH COMMUNIT	MAY1013113-0030	6/25/2024		4110-053000-1008-	830.00	228494		2e-Family Foster Care 02009 BYNUM, JEREMIAH	
		MAY1013114-0031	6/25/2024		4110-053000-1008-	830.00	228494		2e-Family Foster Care 02009 BYNUM, JOSIAH	
		CHECK TOTAL	1,660.00			.00	EPY PMT TOTAL			1,660.00
		CHECK TOTAL	231,145.17			.00	EPY PMT TOTAL			231,145.17
		CHECK TOTAL	231,145.17			.00	EPY PMT TOTAL			231,145.17

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
 THE TOTAL 231,145.17- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

6-25-24
 DATE
 6-25-24
 DATE
 6/25/24
 DATE

[Signature]
 DIRECTOR OF FINANCE
[Signature]
 COUNTY ADMINISTRATOR
[Signature]
 DESTE J. COX, TREASURER

A/P CHECK REGISTER
Check Date - 6/13/2024

AP100B 6/13/2024 SUSSEX COUNTY
TIME-16:03:38

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
60	ACH	2172 BANK OF AMERICA	000	6/13/2024	6,422.81	.00
			CLASS TOTAL		6,422.81	.00
			ACH TOTAL		6,422.81	
			CHECK TOTAL		.00	
			EPY TOTAL		.00	
			FINAL TOTAL		6,422.81	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 6,422.81- EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

6-17-24
DATE
6-17-24
DATE
6/17/24
DATE



DIRECTOR OF FINANCE


COUNTY ADMINISTRATOR


DESTE J. COX, TREASURER

A/P CHECK REGISTER
Check Date - 6/14/2024

AP100B 6/14/2024 SUSSEX COUNTY
TIME- 9:22:09

CHECK#	VEND#	VENDOR	CLASS	DATE	AMOUNT	DISCOUNT
61	ACH	2172 BANK OF AMERICA	000	6/14/2024	17,202.87	.00
			CLASS TOTAL		17,202.87	.00
			ACH TOTAL		17,202.87	
			CHECK TOTAL		.00	
			EPY TOTAL		.00	
			FINAL TOTAL		17,202.87	.00

I HEREBY APPROVE THIS REGISTER FOR PAYMENT WITH EXCEPTIONS LISTED BELOW OR PREVIOUSLY DOCUMENTED.
THE TOTAL 17,202.87. EQUALS THE WEEKLY LOG SHEET TOTALS AS ADJUSTED.

6-17-24
DATE
6-17-24
DATE
6/17/24
DATE


DIRECTOR OF FINANCE

COUNTY ADMINISTRATION

DESTE J. COX, TREASURER

SUSSEX COUNTY
TREASURER'S REPORT
AND
FINANCIAL UPDATE

SUBMITTED BY DESTE J. COX, TREASURER

JUNE 30, 2024

- Bank Reconciliation
- General Fund Revenue/Expenditure Summary
- Capital Projects Fund & Reserve Fund Revenue/Expense Summary
- CSA Fund Revenue/Expense Summary



TREASURER'S OFFICE

DESTE JARRATT COX
TREASURER
SUSSEX COUNTY

15074 COURTHOUSE ROAD
P.O. BOX 1399
SUSSEX, VA. 23884

Phone (434)246-1086 or
(434)246-1087
Fax (434)246-2347

Statement of money in the banks to the credit of Sussex County as shown by the Treasurer's books at the close of business June 30, 2024

TRUIST #201- SUSSEX, VA

Bank Balance -----	\$23,810.77	
Bank Fees/Adjustments -----	116.68	
Deposits in Transit -----	0.00	
Outstanding Checks -----	0.00	\$23,927.45

BSV #301- STONY CREEK, VA

Business Checking -----	\$3,167,912.90	
Business Investment Checking -----	\$1,527,260.36	
Bank Fees/Returned Checks -----	983.22	
Credit Card Fees/Adjustments -----	1,266.14	
Deposits in Transit -----	1,739.68	
Outstanding Checks -----	(1,394,518.71)	\$3,304,643.59

PRIMIS #401- WAVERLY, VA

Bank Balance -----	\$19,078.21	
Deposits in Transit -----	(0.73)	\$19,077.48

Investments and CD's -----

#30392331 - Primis #451	\$1,065,714.90	
#30391992 - Primis #451	\$2,109,291.28	
#30390504 - Primis #451	\$2,626,153.32	
	\$5,801,159.50	

<u>LGIP INVESTMENT #803</u> Investment Balance -----		\$2,347,548.68
<u>VA INV POOL #804</u> Investment Balance -----		\$5,429,519.26
TOTAL IN BANKS REC W/GL -----		\$16,925,875.96

Letters or statements from each of the above mentioned banks are on file in the Treasurer's Office of Sussex County certifying the balance as listed above.

Respectfully submitted:



 Deste J. Cox, Treasurer

SUSSEX COUNTY - DESTE J. COX, TREASURER
REVENUE/EXPENDITURE SUMMARY REPORT
JUNE 2024

General Fund **FUND BALANCE as of 06/30/24 = \$ 10,460,161**

<i>REVENUES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 06/30/2024</i>	<i>PRIOR FY - YTD Through 06/30/2023</i>	<i>COLLECTED % YTD</i>
Real Estate - 2023		5,434,283	7,738	5,379,968	5,415,567	99.0%
Public Service Corp - 2023		711,534	0	631,389	726,038	88.7%
Personal Property - 2023		3,710,092	73,498	4,560,511	4,276,139	122.9%
Machinery & Tools - 2023		599,000	0	786,563	593,066	131.3%
Local Sales & Use Taxes (net)		1,125,928	93,391	1,239,766	1,143,661	110.1%
Transient Occupancy Tax		100,000	14,362	100,957	103,883	101.0%
Consumer Utility Taxes		93,000	3,255	94,976	92,441	102.1%
Business License Taxes		106,825	1,497	92,719	101,951	86.8%
Motor Vehicle Licenses		227,100	7,006	244,341	218,461	107.6%
Landfill Tipping Fees		5,500,000	438,269	5,400,905	5,378,554	98.2%
Delinquent Tax - Real Estate		140,000	2,489	161,398	153,421	115.3%
Delinquent Tax - Personal Property		93,350	10,726	294,793	112,421	315.8%
Penalties - All Property		105,000	10,265	158,870	92,068	151.3%
Interest - All Property		30,000	2,008	31,498	25,495	105.0%
Court Fines		750,000	63,276	625,611	692,429	83.4%
EMS Billing		200,000	0	0	6,821	0.0%
State		4,992,038	470,554	5,222,104	4,830,523	104.6%
Federal		4,631,848	0	800,026	311,219	17.3%
Transfer from Reserve & FR Escr		1,812,137	980,030	1,713,616	722,705	94.6%
Designated Use of Fund Balance		5,956,823	0	0	3,098,739	0.0%
<i>EXPENDITURES</i>		<i>ANNUAL APPROPRIATED</i>	<i>CURRENT MONTH ACTIVITY</i>	<i>YTD ACTUAL 06/30/2024</i>	<i>PRIOR FY - YTD Through 06/30/2023</i>	<i>SPENT % YTD</i>
General Government		3,153,121	277,328	2,943,571	2,611,429	93.4%
Judicial Administration		1,374,746	108,338	1,312,239	1,251,171	95.5%
Fire, Rescue, EMS		3,486,603	660,545	3,623,888	2,605,821	103.9%
Sheriff's Operations & Jail		6,997,255	637,126	6,251,260	5,437,671	89.3%
Public Works		2,111,789	146,999	1,826,545	1,886,183	86.5%
Health & Welfare		1,262,203	24,507	1,262,203	938,076	100.0%
Education		8,408,081	903,746	7,824,291	7,337,259	93.1%
Rec & Cultural Enrichment		236,645	0	236,645	266,260	100.0%
Planning/Community Dev		686,461	50,299	574,252	503,445	83.7%
Grants		4,630,469	0	1,263,839	834,054	27.3%
Debt Service		1,547,941	850	1,535,539	1,582,641	99.2%

** 2022 Tax Deadline Extension delayed delinquent collections activity into FYE24

*** Federal YTD Includes VATI Grant

General Fund

			ANNUAL	CURRENT MONTH	ACTUAL 06/30/2024	YTD 06/30/2023	Spent %
EXPENDITURES BY DEPARTMENT			APPROPRIATED	ACTIVITY	YEAR TO DATE	PRIOR FISCAL YEAR	YTD
Board of Supervisors			188,427	11,941	169,581	130,854	90.0%
Administration			1,346,309	139,586	1,244,588	1,098,245	92.4%
Contingency Acct (7/1/23 = \$125,000)			11,833	-	-	0	90.5%
HRA Admin Fee			6,020	441	5,208	4,939	86.5%
HRA Employer Spend			299,000	34,301	302,277	230,858	101.1%
IT & Central Acct			59,500	72	43,744	99,759	73.5%
County Attorney			111,000	9,180	100,980	118,242	91.0%
Registrar/Board of Elections			261,518	23,617	262,179	223,414	100.3%
Com of Revenue			311,581	24,264	296,386	268,265	95.1%
Treasurer			557,933	33,926	518,628	436,855	93.0%
General Government			3,153,121	277,328	2,943,571	2,611,429	93.4%
ARPA - 2nd Tranche			52,000	0	0	0	0.0%
ARPA - Broadband			4,171,305	0	926,076	357,250	22.2%
Admin/Indust Dev Grants			172,134	0	102,827	155,937	59.7%
DHCD UNOS Grt			0	0	15,000	271,664	-100.0%
CDBG Pocahantas Grt			235,030	0	219,936	49,204	93.6%
Grants			4,630,469	0	1,263,839	834,054	27.3%
Courts			144,210	2,779	89,354	104,734	62.0%
Clerk of Courts			475,543	34,301	486,435	436,724	102.3%
Commonwealth Atty			656,902	63,284	651,139	609,786	99.1%
Victim Witness			98,091	7,974	85,310	99,927	87.0%
Judicial Administration			1,374,746	108,338	1,312,239	1,251,171	95.5%
Fire/Rescue/EMS			2,981,172	605,362	3,101,033	2,058,363	104.0%
Aminal Control			505,431	55,183	522,855	547,457	103.4%
Fire, Rescue, EMS			3,486,603	660,545	3,623,888	2,605,821	103.9%
Court Sec/Spot/FO/E911			4,765,723	474,200	4,335,901	3,560,030	91.0%
Confinement of Inmates			2,099,953	156,769	1,823,669	1,730,089	86.8%
Crater Crim Justice Aca.			131,578	6,157	91,690	147,552	69.7%
Sheriff's Operations & Jail			6,997,255	637,126	6,251,260	5,437,671	89.3%
Building & Grounds			998,351	75,676	838,634	902,841	84.0%
Envir Inspections			262,911	4,336	71,331	113,762	27.1%
General Works			362,500	21,011	342,051	299,388	94.4%
Convenience Ctrs.			488,027	45,976	574,528	570,193	117.7%
Public Works			2,111,789	146,999	1,826,545	1,886,183	86.5%
Health - Outside Agencies			244,691	0	244,691	220,022	100.0%
Com. Support Services - Outside Agencies			167,691	0	167,691	198,323	100.0%
Local Contrib to DSS			300,951	24,507	300,951	289,353	100.0%
Local Contrib to CSA			548,870	0	548,870	230,377	100.0%
Health & Welfare			1,262,203	24,507	1,262,203	938,076	100.0%
Local Contrib to Sch Fd			8,408,081	903,746	7,824,291	7,337,259	93.1%
Education			8,408,081	903,746	7,824,291	7,337,259	93.1%
Library/Cultural - Outside Agencies			178,145	0	178,145	202,760	100.0%
Recreational Contrib- Outside Agencies			58,500	0	58,500	63,500	100.0%
Recreational & Cultural Enrichment			236,645	0	236,645	266,260	100.0%
Planning/Building/Zoning			538,256	50,299	484,978	396,008	90.1%
Crater Planning Com			17,039	0	17,039	8,771	100.0%
IDA			82,500	0	23,569	50,000	28.6%
Va Gateway Region			47,166	0	47,166	47,166	100.0%
Crater SBDC			1,500	0	1,500	1,500	100.0%
Planning/Community Dev			686,461	50,299	574,252	503,445	83.7%
Debt Service			1,547,941	850	1,535,539	1,582,641	99.2%
Debt Service			1,547,941	850	1,535,539	1,582,641	99.2%

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
JUNE 2024**

Capital Projects Fund - Fund 302

FUND BALANCE as of 06/30/24 = \$ 53,919.14 plus
\$220,630 F&R Dedicated Funds

		ANNUAL APPROPRIATED	CURRENT MONTH ACTIVITY	YTD ACTUAL 06/30/2024	PRIOR FY - YTD Through 06/30/2023
REVENUES					
Interest Earned		4,000	2,692	21,238	12,140
Expenditure Refund - Cap Impr		4,000	4,000	4,000	0
Gifts/Donations Fire & Rescue		0	0	100	0
Total Capital Projects Fund Revenues		8,000	6,692	25,338	12,140
EXPENDITURES					
Replace E911 Equip		19,323	0	0	36,999
Voting Machines		0	0	0	8,625
Replace AS400 Server		65,900	0	64,939	0
Sheriff Patrol Vehicle		53,740	0	0	0
Communications		20,000	0	0	0
Renovations-Co. Buildings		216,303	0	0	0
Trf to General Fund		463,968	0	448,940	16,726
Trf to Fire/Rescue Escrow		4,000	0	0	0
Total Capital Projects Fund Expenditures		843,234	-	513,879	62,350

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
JUNE 2024**

Reserve Fund 135

FUND BALANCE as of 06/30/24 = \$ 4,182,458

		ANNUAL APPROPRIATED	CURRENT MONTH ACTIVITY	YTD ACTUAL 06/30/2024	PRIOR FY - YTD Through 06/30/2023
REVENUES					
Interest		30,000	143,847	412,551	109,234
Transfer from General Fund		0	0	0	2,000,000
Total Reserve Fund Revenues		30,000	143,847	412,551	2,109,234
EXPENDITURES					
Transfer to General Fund		1,379,169	980,030	1,264,675	705,979
Transfer to CSA Fund		372,232	154,409	372,232	50,377
Transfer to Mega Site Indust Pk		0	0	0	96,050
Transfer to Cabin Point Indust		25,000	0	0	0
Total Reserve Fund Expenditures		1,776,401	1,134,439	1,636,907	852,407

**SUSSEX COUNTY
REVENUE/EXPENDITURE SUMMARY REPORT
JUNE 2024**

CSA Fund 110			FUND BALANCE as of 06/30/24 = \$ (217,262)			
		ANNUAL APPROPRIATED	CURRENT MONTH ACTIVITY	YTD ACTUAL 06/30/2024	PRIOR FY - YTD Through 06/30/2023	
<i>REVENUES</i>						
Expenditure Refund		0	7,051	39,255	0	
CSA State Funds		1,448,670	0	1,258,018	644,395	86.8%
Local Appropriation		548,870	154,409	548,870	230,377	100.0%
Total Reserve Fund Revenues		1,997,540	161,460	1,846,143	874,773	
<i>EXPENDITURES</i>						
CSA Expenditures		1,997,540	231,145	2,105,341	855,291	105.4%
Total Reserve Fund Expenditures		1,997,540	231,145	2,105,341	855,291	

BUILDING INSPECTIONS DEPARTMENT



July 18, 2024 Monthly Reports



MEMORANDUM

DATE: July 1, 2024
 TO: Richard Douglas, County Administrator
 FROM: Matt Westheimer, Building Official
 SUBJECT: June 2024 - Monthly Report

Please accept this as the June 2024 update for the Building Department.

BUILDING ACTIVITY

- June 2024

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
12	15	6	13	99	\$1,100,974.00	\$9,230.18

- June 2023

<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
6	8	5	5	71	\$15,588,901.86	\$191,653.10

- January 2024 – December 2024 (Yearly totals)

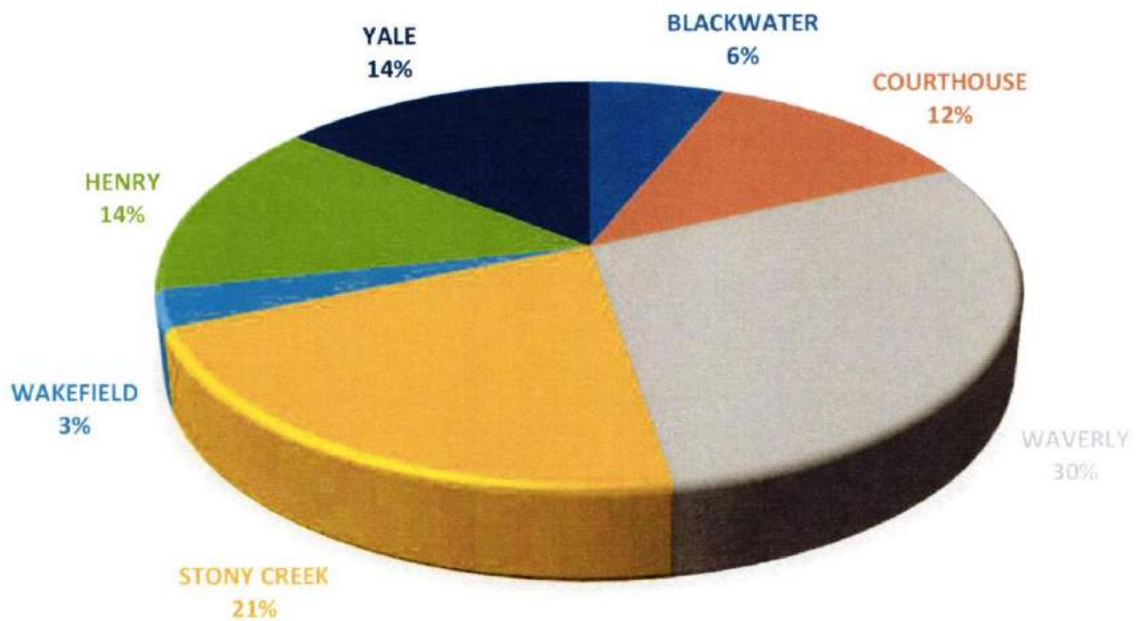
<i>Building Permits</i>	<i>Electrical Permits</i>	<i>Plumbing & Sprinkler Permits</i>	<i>Mechanical Permits</i>	<i>Field Inspections</i>	<i>Improvement Value</i>	<i>Revenue Generated</i>
91	85	25	54	555	\$6,681,873.32	\$56,002.33

<i>Inspections completed within 24 hours For June</i>	<i>100%</i>
<i>Plans reviewed within 10 business days For June</i>	<i>100%</i>

SUSSEX COUNTY INSPECTIONS PERFORMED BY DISTRICT JUNE 2024

DISTRICT	INSPECTIONS
BLACKWATER	6
COURTHOUSE	12
WAVERLY	29
STONY CREEK	21
WAKEFIELD	3
HENRY	14
YALE	14

INSPECTIONS BY DISTRICT



Planning Department



July 18, 2024

Monthly Reports

Planning & Zoning Department Monthly Report for June 2024

Community Development

Current Developments

- Landfill Expansion
- Waverly Solar
- Waverly RNG Project
- Dollar General
- Sussex Youth and Adult Recreation Association Improvements

Upcoming Developments

- Stony Creek Shell Diesel Island
- Evergreen Acres “Section 2”
- Blackwater Outdoor Shooting Range
- WAWA
- Shands Energy Storage System (BESS)
- Waverly RNG Pipeline Phase 2

Grant Administration

Pocahontas Neighborhood

- Eight (8) housing projects have been completed under the Pocahontas project, including Four (4) substantial reconstructions and four (4) housing rehabilitations.
- Department of Housing and Community Development (DHCD) has granted funding on June 5, 2024 to proceed with the Pocahontas Drainage Improvement Project.

Planning Commission

- The Planning Commission held a public hearing to consider the following application(s) at the June Joint Public Meeting with the Board of Supervisors:
 - The Planning Commission recommended denial for Rezoning Application #2024-02, Blackwater Solar LLC, applicant to The Board of Supervisors.
 - The Planning Commission recommended denial for Conditional Use Permit #2024-01, Blackwater Solar LLC, applicant to The Board of Supervisors.

Permits Issued

- Seven Zoning Permits
 - ✓ Two (2) single family dwellings
 - ✓ Shed
 - ✓ Gazebo
 - ✓ Metal Garage
 - ✓ Above Ground Pool
 - ✓ Carport

Address Assigned

- Two New Addresses were assigned on Robinson and Huske Road.

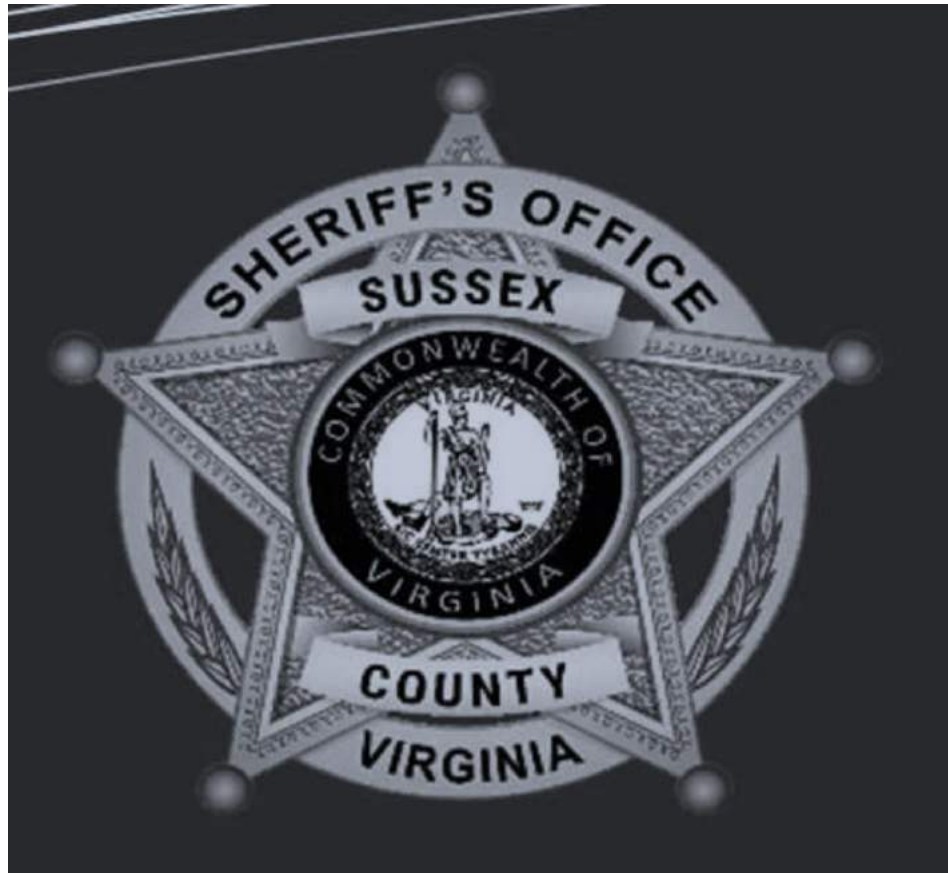
Proposed Solar Project Applications in Review

- Winfield Solar
 - Solar Developer: Greenvolt
 - Located within the Courthouse District
- Cassius Blue Solar
 - Solar Developer: Geenex Solar
 - Located within the Henry District

Erosion & Sediment Control

- Monthly Land Disturbance Report to DEQ up-to-date
- Nine (9) commercial projects are active and being inspected within a two-week period or after each significant rainfall when possible.
- Seven (7) Agreements in Lieu of an ESC Plan for single family residential projects inspected periodically.

Sheriff's Department



July 18, 2024

Monthly Reports



Sheriff E.L. Giles, Sr.
Sussex County Sheriff's Office

"One Family, One Mission, One Goal"

Sussex County Sheriff's Office Monthly Report
Month of June 2024

PATROL

CALLS FOR SERVICE	
Type:	Total:
Sheriff	1,841
Fire	76
Rescue	249
Animal Control	79
Town of Wakefield	73
Traffic	1314
TOTAL	3,632

COURTS

Court:	Days of Court:
Circuit Court	6
General District	12
JDR Court	5

Court:	Judges:
Circuit Court	5
General District	5
JDR Court	4

P. O. Box 1326 Sussex, Virginia 23884
Telephone: 434-246-5000
Fax: 434-246-5714
Email: Egiles@susova.us

CIVIL

Type:	Total:
Subpoenas Served	317
Jury Summoned	100
Criminal Warrants	96
DMV Notices	5
Levies	0
TDO	2
ECO	0
Other Civil	119

Fines and Forfeitures	
Sheriff's Fees	
Courthouse Security	

JAIL

During the month of June 2024, our average daily population was 34.43 inmates. The jail booked in 30 individuals in June 2024.

The classification of these inmates as reported by the Commonwealth of Virginia's LIDS computer system is as follows:

Pre- Trial	41 inmates, having been confined a total of 721 days
Sentenced Misdemeanant	6 inmates, having been confined a total of 55 days
Sentenced Felons	12 inmates, having been confined a total of 167 days.
Others	5 inmates, convicted but not sentenced, etc.
Weekenders	3 inmates serving a misdemeanor sentence.

Transports of inmates for various reasons are listed below:

Court / Jail	17
Medical	1
Juvenile	6
Road Crew	0
TDO (Mental)	0
TOTAL	24

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.05

Subject: Davenport Invoice for Financial Services

Board Meeting Date: July 18 2024

=====

Summary: Attached for your consideration is an invoice from the County’s financial advisor Davenport in the amount of \$51,558.16. This invoice reflects professional services related to updated capital planning/debt capacity/affordability analysis as requested by the board to consider pending capital needs, as well as preliminary capital project planning related to potential solar facility projects.

Recommendation: Staff recommends consideration of the attached budget resolution to provide funds to cover this invoice.

Attachments: Davenport Invoice and Budget Resolution

=====

ACTION: That the Board approves Resolution #24-108 to approve an amendment to cover the \$51,558.16 invoice.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

RESOLUTION #24-108
FY24 BUDGET AMENDMENT

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for Administration be and hereby is made for the period of July 1, 2023 through June 30, 2024. This resolution will appropriate local reserve funds to the Building Inspections Department to true-up expenses through FYE24.

FUND # 100
GENERAL FUND

REVENUE

Fund 135 Local	<u>\$57,000</u>
Total Revenues	\$57,000

EXPENDITURE

Fund 100 Administration	<u>\$57,000</u>
Total Expenditures	\$57,000

Adopted this 18th day of July, 2024.

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Shilton R. Butts, Clerk
Sussex County Board of Supervisors

Invoice

Date:	June 10, 2024	Davenport Contact:	Roland Kooch 804-697-2906
Invoice Number:	PF24-110		Sam Stewart 804-697-2938
Client:	Sussex County, VA	Accounting Information:	Allie Baxter 804-697-2900
Attention:	Richard Douglas		

Remit To (If Via Check)

Davenport & Company LLC
Attn: William R.B. Hershey
Post Office Box 85678
Richmond, Virginia 23285-5678

Please Reference Invoice Number

Remit To (If Via Wire)

Bank: Truist Bank, Richmond, VA
Account Name: Davenport & Company LLC
ABA Routing Number: 061-000-104
Account Number: 001027956
Information With Wire: Please Reference Invoice Number
Attention: Melinda Greene (804) 698-2632

Description of Services

Financial Advisory Services related to the Capital Funding Approach developed and presented to the County and School Boards on March 28, 2024 and the development and presentation of the Capital Planning/Debt Capacity and Affordability Analysis delivered to the Board of Supervisors on June 3, 2024 per our contract dated April 15, 2019.

Amounts Due on Account

	Amount
Financial Advisory Services (See Attachment A for a detailed breakdown of hours and fees)	48,904.00
Additional Fee (Equal to 4% of Financial Advisory Fees)	1,956.16
Direct Expenses (Travel, Meals)	698.00
Total Due:	\$51,558.16

ATTACHMENT A

Date of Original Dinwiddie Contract	10/20/2015		
Current Date	6/1/2024		
Years	8.6138889	8	
Escalation per year	3%		
Org. Fee	275	275	200
Esc. Fee	348.36177	348.36177	253.35402

	DR	RK	SS	
Fee	\$ 10,092	\$ 22,620	\$ 16,192	\$ 48,904
Rate	\$ 348	\$ 348	\$ 253	\$ 310
Hours	29	65	64	158
1/15/2024				-
1/22/2024	2.5	2.5	1.0	6.0 Conference Calls/Preparation
1/29/2024				-
2/5/2024	1.5	1.5	-	3.0 Review
2/12/2024				-
2/19/2024				-
2/26/2024	5.5	4.0	2.0	11.5 Conference Calls/Preparation
3/4/2024	6.5	6.5	-	13.0 Meeting - Sussex County Schools/Preparation
3/11/2024				-
3/18/2024	3.5	6.5	5.0	15.0 Conference Calls/Presentation Development/Analysis
3/25/2024	5.5	5.5	-	11.0 Joint County/School Board Meeting/Presentation
4/1/2024				-
4/8/2024				-
4/15/2024	-	8.0	8.0	16.0 Conference Calls/Preparation/Analysis/County Board Meeting
4/22/2024	1.0	9.5	7.5	18.0 Conference Calls/Preparation/Analysis
4/29/2024	1.0	4.5	12.0	17.5 Preparation/Analysis
5/6/2024	1.0	5.0	17.5	23.5 Preparation/Analysis
5/13/2024				-
5/20/2024				-
5/27/2024	1.0	3.0	1.0	5.0 Presentation Development
6/3/2024	-	8.5	10.0	18.5 County Board Meeting/Preparation/Presentation

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.06

Subject: Kroger Opioid Settlement Resolution

Board Meeting Date: July 18 2024

=====

Summary Attached for your consideration is a resolution accepting funds from Kroger/related companies, as provided for in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding previously adopted by the Board of Supervisors. Kroger is a recent addition to the list of companies that are/will be providing settlement funds to participating local governments over the next few years. Also as an FYI staff is working with the Commonwealth’s Attorney Office to develop an agreement to administer these funds for activities allowed under the state opioid program.

Recommendation: Staff recommends approval.

Attachments: Kroger Resolution

=====

ACTION: That the Board approves the Kroger Resolution

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

**AT A REGULAR MEETING OF THE SUSSEX COUNTY BOARD OF SUPERVISORS
HELD AT THE COURTHOUSE, ON THE 18TH DAY OF JULY 2024.**

PRESENT:

VOTE:

Wayne Jones, Chairman
Steve White, Vice Chairman
Thomas Baicy, III
C. Eric Fly, Sr.
Alfred Futrell
Phyllis Tolliver
Rufus Tyler, Sr.

**A RESOLUTION OF THE SUSSEX COUNTY BOARD OF SUPERVISORS
APPROVING OF THE COUNTY’S PARTICIPATION IN THE PROPOSED
SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST KROGER AND ITS
RELATED CORPORATE ENTITIES, AND DIRECTING THE COUNTY ATTORNEY
AND THE COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS
NECESSARY TO EFFECTUATE THE COUNTY’S PARTICIPATION
IN THE SETTLEMENT**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Sussex, Virginia, (and/ or the “County”) by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by the County’s various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Sussex County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Sussex County; and

WHEREAS, a settlement proposal has been negotiated that will cause Kroger to pay over a billion dollars nationwide to resolve opioid-related claims against it; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the “Virginia MOU”), and affirms that this pending settlement with Kroger shall be considered a “Settlement” that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, and Walmart;

WHEREAS, the County Attorney has reviewed the available information about the proposed settlement and has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Sussex County Board of Supervisors, this 18th day of July, 2024, approves of the County's participation in the proposed settlement of opioid-related claims against Kroger and its related corporate entities, and directs County Administrator, and if required, the County Attorney to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against Kroger.

ATTEST:

Chairman, Sussex County Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.07

Subject: Victim Witness Grant Award #25-O1439VW22 Approval

Board Meeting Date: July 18 2024

=====

Summary: Victim Witness received the Statement of Grant Award (SOGA) letter advising of Federal funds in the amount of \$64,589 and State General funds in the amount of \$39,961 for a total of \$104,550 were received from the Virginia Department of Criminal Justice Services (DCJS) Grant #25-O1439VW22 for FY2025.

The Finance Department is requesting the Board of Supervisors to approve and appropriate this grant from DCJS in the amount of \$104,550. There is no local match.

Recommendation: The Board approves and appropriates Victim Witness Grant #25-O1439VW22 from the Virginia Department of Criminal Justice Services (DCJS) in the amount of \$104,550.

Attachments: Copies of DCJS Statement of Grant Award (SOGA) Victim Witness Program Grant #25-O1439VW22 and Budget Amendment #24-110.

=====

ACTION: The Board approves and appropriates Victim Witness Grant #25-O1439VW22 from the Virginia Department of Criminal Justice Services (DCJS) in the amount of \$104,550.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

RESOLUTION #25-110
FY25 BUDGET AMENDMENT

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for Administration be and hereby is made for the period of July 1, 2024 through June 30, 2025. This resolution will approve and appropriate grant funds to the Commonwealth Attorney Department for the FY25 DCJS Victim Witness grant.

FUND # 100
GENERAL FUND

REVENUE

Fund 100 Federal/General	<u>\$104,550</u>
Total Revenues	\$104,550

EXPENDITURE

Fund 100 Building Inspections	<u>\$104,550</u>
Total Expenditures	\$104,550

Adopted this 18th day of July, 2024.

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Shilton R. Butts, Clerk
Sussex County Board of Supervisors

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Victim Witness Grant Program

Subgrantee:	Sussex	
DCJS Grant Number:	25-O1439VW22	UEI Number: PVUJUTLZKEP1
Grant Start Date:	7/1/2024	Grant End Date: 6/30/2025
Federal Grant Number:	2021-15POVC-21-GG-00602-ASSI, 2022-15POVC-22-GG-00681-ASSI, 2023-15POVC-23-GG-00472-ASSI	
Federal Awardee:	OVC	
Federal Catalog Number:	16.588	
Project Description:	To provide direct services for crime victims.	
Federal Start Date:	7/1/2024	

Federal Funds:	\$64,589
General Funds:	\$39,961
Special Funds:	\$0
Total Budget:	\$104,550

Indirect Cost Rate: _____% ***If applicable**

Project Director	Project Administrator	Finance Officer
Yolanda Hines Program Director 20209 Thornton Square Sussex, Virginia 23884 434-246-2085 yhines@sussexcao.com	Richard Douglas County Administrator 20209 Thornton Square Sussex, Virginia 23884 434-246-1000 rdouglas@sussexcountyva.gov	Kelly Moore Director of Finance 20135 Princeton Road Sussex, Virginia 23884 434-246-1000 kmoore@sussexcountyva.gov

***Please indicate your ICR in the space provided, if applicable.** As the duly authorized representative, the undersigned, having received the Statement of Grant Awards (SOGA) and reviewing the Special Conditions, hereby accepts this grant and agree to the conditions and provisions of all other Federal and State laws and rules and regulations that apply to this award.

Signature: _____
Authorized Official (Project Administrator)

Title: _____

Date: _____

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.08

Subject: CSA Revolving Fund Temporary Increase

Board Meeting Date: July 18 2024

=====

Summary: The CSA Coordinator is requesting that the CSA Revolving Fund cap be increased from \$250,000 to \$350,000 temporarily through September 30, 2024. This request is supported by the Finance Director, County Administrator, and Treasurer, and should allow for any outstanding FY24 CSA-related invoices to be paid and processed for state reimbursement prior to OCS's September 30 cut-off. Any FY24 invoices not processed by September 30 are ineligible for state reimbursement, resulting in all costs being the responsibility of the locality (staff has taken measures to eliminate this situation over the past couple years).

Recommendation: Staff recommends increase of CSA Revolving Fund cap to \$350,000 through September 30, 2024.

Attachment: None

=====

ACTION: That the Board approves the increase of CSA Revolving Fund cap to \$350,000 through September 30, 2024.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Consent Agenda #2.09

Subject: Wakefield Police Service Agreement Amendment

Board Meeting Date: July 18 2024

=====

Summary: Attached for your consideration is the Police Services Agreement for Town of Wakefield revision for the Board’s approval. Sheriff Giles is requesting a revision to the Agreement to add two contracted Deputy Sheriffs (no benefits) that will perform traffic enforcement only in the Town of Wakefield.

Recommendation:

Attachments: Town of Wakefield Police Services Agreement and Town of Wakefield Police Services Agreement Revision

=====

ACTION: That the Board

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

MODIFICATION TO POLICE SERVICES AGREEMENT

THIS MODIFICATION is made this 24th day of June, 2024 by and between **COUNTY OF SUSSEX, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County," and **TOWN OF WAKFIELD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Town," and the **SHERIFF OF SUSSEX COUNTY, VIRGINIA**, hereinafter referred to as the "Sheriff," and all parties to this Agreement shall be collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties have entered into the Police Services Agreement, (the "Agreement") providing for the provision of law-enforcement services to the Town of Wakefield; and

WHEREAS, the parties now wish to modify terms of the Agreement.

NOW THEREFORE, the parties intending to be legally bound, hereby agree to amend the Agreement as follows:

1. 2 Contracted Deputy Sheriff's. at a base rate of \$26.00 per hour with no more than 40 hrs worked in a 28 day pay period. Not to exceed a budget of \$17,500 in a total calendar year. Unless the Town deemed otherwise to increase or decrease necessary budget.

Except as hereby modified, the Agreement remains unchanged and in full force and effect.

TOWN OF WAKEFIELD, VIRGINIA

By: 

Mayor, Town of Wakefield

Attest:

By: 

Clerk, Town of Wakefield

[SIGNATURES CONTINUE ON NEXT PAGE]

COUNTY OF SUSSEX, VIRGINIA

By: _____
County Administrator

By: _____
Sussex County Sheriff

Approved as to Form:

Sussex County Attorney



Wakefield Town Attorney

POLICE SERVICES AGREEMENT

By and Between

The Town of Wakefield, Virginia

and

Sussex County, Virginia

and

The Sheriff of Sussex County, Virginia

Effective date: July 1, 2023 – June 30, 2024

WHEREAS, this Agreement, executed in triplicate, is made and entered into this 1st day of JULY, 2023, pursuant to Virginia Code § 15.2-1726, as amended, but and between the **TOWN OF WAKEFIELD, VIRGINIA**, a municipal corporation, organized and chartered pursuant to the laws of the Commonwealth of Virginia situated wholly within the geographical territorial limits of Sussex County, Virginia, herein referred to as "Town," and the **COUNTY OF SUSSEX, VIRGINIA**, a political subdivision of the Commonwealth of Virginia herein referred to as "County," and the **SHERIFF OF THE COUNTY OF SUSSEX, VIRGINIA**, herein referred to as "Sheriff."

NOW THEREFORE, that for and in consideration of the mutual promises herein exchanged the parties to hereby agree as follows:

1. TERM

1.1 Effective Dates: This Agreement shall be effective from July 1, 2020, through June 30, 2021. Notwithstanding the foregoing, this Agreement shall automatically renew from year to year, effective July 1st of each subsequent year thereafter, unless ninety (90) days written notice of non-renewal is given by a party to the other parties herein prior to the expiration of the term of this Agreement. The termination of this Agreement shall terminate the position of employment.

1.2 Amendment of Agreement Prior to Renewal and During Term of Agreement: At any time during the term of this Agreement, the parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any amendment(s) of this Agreement to the effective or other date of such amendment(s). Any amendment shall be in writing and approved by the Town Council and County Board of Supervisors and the Sheriff.

1.3 Termination by Convenience: Notwithstanding any provisions contained herein, the Town, the County or the Sheriff may terminate this Agreement, at any time, as a matter of convenience, upon giving the other parties herein ninety (90) days written notice of intention to terminate and providing a date certain for such termination by convenience to become effective.

1.4 Termination of Agreement For Any Reason and the Effects Thereof Regarding Equipment and Property: In the event of termination of this Agreement, for any reason or cause, the parties agree that on the effective date of termination that all property listed on Schedule A, attached hereto (see also paragraph 6.2 hereinafter stated and incorporated herein), still in the possession of the County or Sheriff under this Agreement shall be delivered to the Town and that title to the same shall be transferred to the Town as soon as practicable. The Town shall thereafter be responsible for all such equipment and property.

Further, any other equipment and/or property that was or is purchased during the term of this Agreement and directly paid for by the Town shall also be turned over, as soon as practicable, to the Town by the County and Sheriff.

2. SCOPE OF SERVICES

2.1 Town to Provide Office Space for Sheriff: In addition to the agreed obligations of the Town recited in this Agreement, the Town agrees to provide office space, at no cost, for the Sheriff in a Wakefield Town owned, operated or leased office or facility to carry out the purposes of this Agreement which may also be used for any incidental law enforcement duties and responsibilities of the Sheriff.

2.2 Duties of the County and Sheriff: The County agrees, and the Sheriff consents hereto, to provide and furnish law-enforcement services in the Town consistent with this Agreement and with the laws of the Town, County and State of Virginia and federal law where and when applicable, which be reference are expressly incorporated herein. The Sheriff and any deputy sheriff serving as a town law enforcement officer shall have the authority to enforce such town's ordinances describing criminal acts. Likewise, the Sheriff and deputy sheriffs, while serving as a town's law enforcement officers, shall have the same powers, rights, benefits, privileges and immunities as those of regular town police offices.

The Sheriff pursuant to this Agreement shall be the Town's chief of police as provided, by statue, pursuant to Virginia Code § 15.2-1726, as amended.

2.3 Sheriff's Patrol Car Usage: The Sheriff shall designate which law enforcement patrol car or cars shall be used in the performance of this Agreement within the Town's corporate limits. Said patrol car may be used for other law enforcement purposes which the Sheriff deems necessary and appropriate for the health, safety and well-being of the Town and the County's citizens and private and public property.

2.4 Purchase of Patrol Car For Position of Employment in Town: However, the parties hereto all expressly agree that the County shall purchase an additional law enforcement vehicle for this position of employment which shall be used, whenever practicable and in keeping with the Sheriff's position, responsibilities and duties as chief law enforcement officer for the County, and now police chief of the Town, within the corporate limits of the Town in performance of this Agreement.

The actual cost of operation, insurance, radios, installations, painting and equipping as a law enforcement vehicle and other incidental and necessary costs and usage of this patrol vehicle, in the performance of this Agreement, shall be included in this Agreement and shall be chargeable to the Town.

2.4.1 Replacement of Patrol Vehicle: This patrol vehicle shall be replaced, by the County, every four years or at one hundred thirty thousand (130,000) miles of vehicle usage, whichever event or circumstance should sooner occur, unless the vehicle mileage usage and/or four year time period is extended or reduced by written agreement of all parties.

When this vehicle is replaces as aforesaid, said vehicle shall become the property of the Town when taken out of service. Vehicle damaged in service shall be adjusted between the County and

the insurance carrier and any resulting monetary proceeds there from shall be the property of the County.

3. OPERATIONAL ISSUES

3.1 Routine Administrative Authority: The Sheriff shall be responsible for establishing, consistent with this Agreement, the policies, practices and procedures, including employment, standards for law enforcement, scheduling, discipline and the supervision of all law enforcement personnel utilized in the providing of law enforcement services to the Town. However, the Sheriff nor County shall not have the authority to increase the costs of this law enforcement program to the Town without the permission of the Town; except for line items pertaining to salaries and fringe benefits. These shall be adjusted in an amount consistent with the increase for like deputies within the Sheriff's Office and shall be done only during the normal budgeting period.

3.2 Specific Law Enforcement Services: In providing to the Town the laws enforcement services provided for in this Agreement, the County and the Sheriff shall provide services based on inclusion of the following specific services as promulgated by the Town Council. However, each provision as to the providing of law enforcement services herein called for in this Agreement shall be subject to such modifications as may be appropriate and necessary, in the judgement of the Sheriff, to meet extraordinary law enforcement needs, To-wit:

3.2.1 Surveillance of Roadways, etc.: Officers ("Sheriff or his deputies") shall provide surveillance of roadways for visual evidence of line leaks or other malfunctions and shall promptly notify the Town during business hours, and the Sussex County Sheriff's Office dispatcher during non-business hours of any emergency involving said roadways and/or system.

3.2.2 Surveillance of Electrical Lines of Town: Officers ("Sheriff or his deputies") shall provide surveillance of the electrical lines in Town for visual evidence of any problems or malfunctions in said system and shall promptly notify the Town during business hours, and the Sussex County Sheriff's Office dispatcher during non-business hours or any emergency involving said roadways and systems.

3.2.3 Town Street Lights: Officers shall advise the Town during business hours of any non-functioning street lights.

3.2.4 Community Policing and Availability to Town Citizens, Mayor and Town Council: The Sheriff or an intermediate supervisory officer shall be reasonably available to the citizens of the Town and reasonably available at all times to the Town's Mayor and Town Council.

3.3 Disaster Operations: In the event the Town and/or County Emergency Operations Plan (EOP) is activated, there will be a need to modify how incidents are handled, especially for a large-scale event which has truly exhausted local resources. The details of the interaction between the Town, County and Sheriff, in conjunction with the County's Public Safety Director, shall be developed as a component of the policies, practices and procedures as reference in 1.2 and 3.1 above.

3.4 Special Events: Whenever possible, the Town will notify the Sheriff of any planned special events at least ten (10) days in advance. If extra personnel are reasonable required to handle the unusual workload caused by a special event, the Town agrees to reimburse the County for this direct cost. Whether extra personnel are reasonably required, and the cost thereof, shall be reviewed and agreed to by the County and Town and Sheriff in advance of the event. If agreement is not made in advance, the County and/or Sheriff either will not provide the extra services, or will bear the cost of this service.

3.5 Town Council Additional Request for Law Enforcement Services and Additional Operating Procedures: The Town Council, may by Resolution, with the said Resolution being agreed to by the County and Sheriff prior to action on said Resolution, designate additional law enforcement services and operational procedures herein.

3.6 Death, Disability, Resignation or Failure of Re-Election of Sheriff: In the event of the death, disability, resignation or failure of re-election of the Sheriff, who is a signatory to this Agreement, the parties agree that this Agreement, upon the occurrence of any of the aforesaid events shall become void and of no effect as it relates to Ernest L. Giles, the current Sheriff of Sussex County, Virginia. However, this Agreement shall continue on a de facto basis in all respects, as allowed by law, until a successor Sheriff affirmatively terminates the same.

The County shall use its best efforts to prevail upon any successor Sheriff to formally assume the rights, duties and obligations under this Agreement by written confirmation of same.

4. LEVEL OF SERVICE

4.1 Level of Service: A total of three hundred and twenty (320) hours of dedicated police patrol coverage shall be provided every four (4) weeks (Sunday through Saturday) by County law enforcement officers on duty within the corporate limits of the Town, or on real estate owned by the Town without the corporate limits.

4.2 In Support of Town's, County's and Sheriff's Budget Process, County shall prepare and submit to Town and the Town shall prepare and submit to County, commencing in the year of 2024 on or before June 30, 2024 and thereafter in each year that this Agreement is in effect, any proposed revisions to Schedule A, attached hereto, for the next fiscal year (covering the period of July 1 through June 30). The revised Schedule A shall be prepared in consultation with the Sheriff's staff. The parties shall use reasonable efforts to adopt the revised Schedule A, as well as the cost for the performance of this Agreement, by July 1 of each year. The updated Schedule A shall be incorporated into this agreement, as agreed to each fiscal year that this Agreement is in effect, shall be an ongoing incorporation into Section 7, "Compensation for Services."

4.3 Class Three and Class Four Misdemeanor Warrants: Unless contrary to applicable state or other law, any incident, resulting in the issuance of any Class Three or Class Four misdemeanor warrants against any person or person or business entity within the Town limits shall be written pursuant to the Town's statutory ordinance provision and section. Subject to and except as may be provided by applicable law, which by reference is

incorporated herein, when arrests are made and prosecuted for violation of Town Ordinances, any fines collected shall be paid to the Town's treasurer. Should any arrest be made pursuant to a Town's ordinance, which results in any jail sentence being imposed pursuant to any such Town ordinance, then the costs of incarceration shall be paid by the Town.

4.4 Certification Regarding Minimum Training Standards of Employees: The Sheriff certifies to the Town and to the County that, at the time of the signing of this Agreement and that at the time of any renewal or extensions thereof, that all law enforcement officers employed within the Town, whether full-time or part-time, and whether permanently or temporarily employed, shall be in compliance with all applicable minimum training standards of the Criminal Justice Services Board, unless the time periods for compliance with such training requirements are extended or waived for the effected officers.

5. REPORTS

The Sheriff, in the performance of his duties pursuant to the terms of this Agreement, shall report directly to and be responsible, in conformity with applicable law, to the Town of Wakefield, Virginia in the same manner as he is responsible to the County of Sussex, Virginia. In addition to other reasonable reporting requirements of the Town, on a monthly basis, the Sheriff shall report to the Town's Council addressing, as applicable: services performed; including number of hours (regular and overtime) worked per employee and/or other reasonably obtainable and relevant information deemed important by the Town. The County shall be entitled to all reports furnished the Town.

6. PROVISION OF SUPERVISION, LABOR AND EQUIPMENT

6.1 Supervision: The responsibility of supervision of and the hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with the Sheriff in a manner consistent with this Agreement.

The Sheriff shall consider all comments from the Town and County concerning the performance of personnel performing services for the Town under the terms of this Agreement.

6.2 Town Law Enforcement Equipment: For the purpose of performing the law enforcement services called for in this Agreement, the Town confirms that it has heretofore delivered to the Sheriff and transferred title to the Sheriff all equipment, materials and supplies deemed necessary and appropriate by the Town in performing the services called for in this Agreement, owned and used by said Town, solely and exclusively for law enforcement purposes as listed on Schedule A attached hereto and expressly incorporated herein. Schedule A may be amended, from time to time as necessary, by the agreement of all parties, in writing hereto.

6.3 Additional Necessary Labor, Supervision and Equipment: Included in and in addition to the equipment, materials and supplies as recited herein and at 6.2 of this Agreement, the County and the Sheriff shall have full responsibility for furnishing all additional necessary labor, supervision,

equipment, communications, facilities, dispatching service and supplies necessary for the performance of this Agreement.

The County shall furnish and supply all labor, supervision and supplies necessary to maintain the level of service to be rendered hereunder. Any equipment purchased by the Town shall remain the property of the Town.

7. COMPENSATION FOR SERVICE

7.1 Payment Basis: The Town agrees to pay to the County, during the term of this Agreement, the actual costs of the services to be performed each month pursuant to this Agreement which shall also include the actual cost of operation, insurance, radios, installations, painting and equipping the patrol vehicle described in 2.4 (Purchase of Patrol Car for Position of Employment in Town) and other incidental and necessary costs and usage of this patrol vehicle within the corporate limits of the Town. The total cost for this Agreement, to the Town, shall not exceed the gross monetary amount of \$ 147,000.00 during fiscal year 2023-2024. The Sheriff shall have the authority to make necessary adjustments to expenditures accordingly to not exceed the gross monetary costs, during fiscal year 2023-2024 and thereafter during each succeeding fiscal year, upon the requisite Agreement cost determination being made by the County and Town, pursuant to Section 4.2 (In Support Of Town's County's and Sheriff's Budget Process) of this Agreement.

All parties hereto recognize that unexpected and extraordinary costs, as determined by the Sheriff, may result in an increase of the agreed and budgeted amount of carrying out this Agreement and, should such occur, the provisions of Section 1.2 herein (Amendments of Agreement Prior to Renewal and During Term of Agreement) shall be compiled with before any amendments shall occur hereto.

7.2 Establishment of Costs: The cost to be charged to the Town, with the advice and consent of the County and Sheriff, may be adjusted periodically to reflect any changes in the cost to the County and the Sheriff for providing services hereunder. The Town shall be notified of any proposed changes in cost to be charged to the Town prior to submittal of the proposed changes to the County Board of Supervisors, and the Town shall be given the opportunity to review the proposed change with the County personnel and to accept or reject the same. Should the Town choose not to appropriate or expend any additional monies needed to support the level of service thereafter to be supplied, the Sheriff and the County reserves the right to reduce the level of service in accordance with the amount the Town is willing to expend.

7.3 Insurance, Retirement and Other Personnel Costs: The Town expressly recognizes and agrees that the rates or charges for personnel who will perform the services hereunder shall also include the proportionate share of the customary sums that the County has historically affixed as and for premium to provide workers compensation, retirement and other personnel costs and shall be part of the costs charged to the Town pursuant to Section 7, (Compensation for Services).

7.4 Payment of Costs for Each Month in Which Services Are Provided: Upon the presentation of monthly statement by the County and/or the County and the Sheriff, the Town agrees to pay to the County, within thirty days of presentment of such monthly statement, the monetary amount

designated therein as due and then payable. The monthly statement shall include an itemized statement of the costs for services being charged for said month.

Town shall remit payment to the invoicing department or other county agency or department as designated in writing by the County. County shall not be entitled to offset against funds in the County's possession due to the Town without the consent of Town. In the event of non-payment, the county's remedy shall be to terminate this Agreement upon thirty (30) days' notice; to discontinue the provision of services hereunder; and file suit to recover unpaid amounts. Before any such termination, the parties shall meet and confer on an urgency basis to resolve any outstanding issues and comply with Paragraph 11 of this Agreement.

8. SUBROGATION

To the extent that the County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the Town, the County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the Town. To the extent that the Town incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by the County, the Town shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to the County.

9. RIGHT TO AUDIT

Upon reasonable notice, any party herein shall have the right to inspect and audit any records maintained by the other party relevant to this Agreement, to the extent allowed by law.

10. INTERNAL POLICIES

If requested by the Sheriff, County and Town, an internal policy memorandum may be entered into by and between said Sheriff, County or Town with respect to question relating to the provision of service under this Agreement. The policy will set for the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to administratively implemented, interpreted, or clarify one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the Sheriff and Town Council and County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

11. DISPUTE RESOLUTION

In the event the Town, Sheriff and/or County do not agree, except as otherwise provided herein, on any provisions or interpretations of this Agreement, each party herein shall be entitled to appoint one representative who shall meet, deliberate and determine, by a majority vote, its recommended interpretation of any provision, except as otherwise provided herein, and forward said recommendation to the Town Council, Sheriff and County for consideration and action.

12. LEGAL PROCEEDINGS AND VENUE

Venue and jurisdiction for all proceedings pertaining to this Agreement shall be in the Circuit Court for the County of Sussex, Virginia.

13. NOTICES

Any notices required or desired to be served by either party upon the other shall be personally delivered or forwarded by certified mail, return receipt requested, to the respective parties now designated representative:

If to the Town of Wakefield, Virginia: Town of Wakefield, Attention: Mayor, Post Office Box 550, Wakefield, Virginia 23888, and to: County of Sussex, Virginia, Attention: Sheriff, Post Office Box 1326, Sussex, Virginia 23884; and to: County of Sussex, Virginia, Attention: Sussex County Administrator, Post Office Box 1397, Sussex, Virginia 23884.

14. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understanding, oral or written, in connection therewith.

16. NO OBLIGATION TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation, or entity, other than in the parties hereto, including but not limited to the employees of the parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of the Town and/or County and/or Sheriff with regard to third parties.

17. CONSTRUCTION OF AGREEMENT

This Agreement shall be constructed and enforced pursuant to the laws of the State of Virginia.

18. ADDITIONAL DOCUMENTS AND AGREEMENTS

Schedule A – (See Paragraph 4.2)

The parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

19. AGREEMENT CONTROLLING

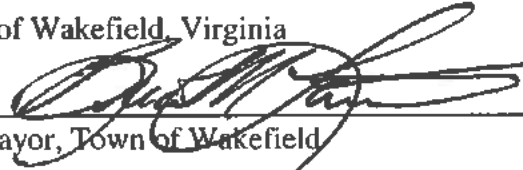
In the event of a conflict between the provisions of the text of this Agreement and any present or future Exhibits, the provisions of the text shall prevail.


20. ASSIGNMENT/DELEGATION

Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of all parties herein, and no assignment shall be of any force or effect whatsoever unless and until all of the parties shall have so consented.

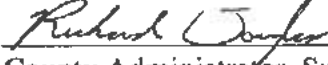
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Town of Wakefield, Virginia

By: 
Mayor, Town of Wakefield

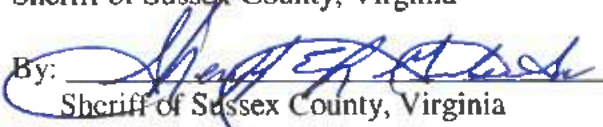
Attest:
By: 
Clerk, Town of Wakefield

County of Sussex, Virginia


By: 
County Administrator, Sussex County

Attest:
By: 
Clerk, Sussex County Board of Supervisors

Sheriff of Sussex County, Virginia

By: 
Sheriff of Sussex County, Virginia
Chief of Police
Per Agreement of the Town of Wakefield

Approved as to form:



Sussex County Attorney

BOARD ACTION FORM

Agenda Item: Recognitions #3.01

Subject: Introduction of Solid Waste Coordinator, Victor White

Board Meeting Date: July 18 2024

=====

Summary: Public Works Director Jeff Gary will introduce Victor White, who is serving as the county's part-time solid waste coordinator and managing the county's solid waste convenience centers.

Recommendation: N/A – Information Only

Attachment: None

=====

ACTION: N/A

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Recognitions #3.02

Subject: RESOLUTION: Recognizing Mr. Calvin C. Tyler, Sr. 100th Birthday

Board Meeting Date: July 18 2024

=====

Summary: Supervisor Tyler’s dad, Mr. Calvin C. Tyler, Sr., celebrated his 100th birthday in June, 2024. Mr. Tyler would like to take this opportunity to recognize his dad on this major milestone.

Staff congratulates Mr. Calvin C. Tyler, Sr. on this well-deserved recognition, as well!

Recommendation: That the Board approves the resolution

Attachment: Will be provided at the meeting

=====

ACTION: That the Board approves the resolution recognizing Mr. Calvin C. Tyler, Sr. 100th Birthday

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Public Hearing Item #4.01

Subject: Ordinance Amendment #2024-02, Chapter 14: Environment and Natural Resources, Article II. Erosion and Sediment Control, of the Sussex County Code of Ordinances

Board Meeting Date: July 18 2024

=====

Summary: A public hearing is scheduled to receive comments on the Article II, "Erosion and Sediment Control," of Chapter 14 titled "Environment and Natural resources," of the Sussex County Code, as amended, to update the County's Erosion and Sediment Control Program in accordance with the State Code.

Consistent with current State regulations and laws effective July 1, 2024, staff has provided the appropriate amendments to the County's Erosion and Sediment Control Ordinance for adoption by the Board of Supervisors.

Recommendation: Staff recommends approval

Attachments: See attached staff report and ordinance documents.

=====

ACTION: That the Board adopts Ordinance Amendment #2024-02, Chapter 14: Environment and Natural Resources, Article II. Erosion and Sediment Control, of the Sussex County Code of Ordinances, as amended

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

STAFF REPORT

Ordinance Amendment #2024-01: An ordinance to Amend Article II, “Erosion and Sediment Control,” of Chapter 14 titled “Environment and Natural Resources,” of the Sussex County Code, as amended, to update the County’s Erosion and Sediment Control Program in accordance with the State Code.

Summary:

As of July 1, 2024, Chapters 68 and 758 of the 2016 Acts of Assembly become effective. Those Acts, referred to as the “Consolidation Bill,” combine stormwater management and erosion and sediment control requirements under the Virginia Erosion and Stormwater Management Act (VESMA), §§ 62.1-44.15:24 through 62.1-44.15:50 of the Code of Virginia. Requirements for a Virginia Erosion and Sediment Control Program (VESCP) are in the Erosion and Sediment Control Law (ESCL) for Localities Not Administering a Virginia Erosion and Stormwater Management Program, §§ 62.1-44.15:51 through 62.1-44.15:66 of the Code of Virginia. With the Consolidation Bill and VESM Regulation becoming effective on July 1, 2024, local ordinances for the administration of a Virginia Erosion and Sediment Control Program 2 (VESCP) or Virginia Stormwater Management Program (VSMP) will need to be updated to reflect both the new law and regulations.

Consistent with § 62.1-44.15:27 of the Code of Virginia, the Virginia Department of Environmental Quality (DEQ) has prepared a Virginia Erosion and Sediment Control Program (VESCP) Model Ordinance to assist in the development of the appropriate local ordinances.

Since Sussex County does not administer its own stormwater management program and relies on DEQ for administration, staff has provided the applicable updates to the Erosion and Sediment Control Ordinance. Some of the major changes include the following:

1) Sec. 14-22. Definition

- Inclusion to allow a farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed to be executed under an Agreement in lieu.
- Add definitions
 - Farm building or structure

- Natural channel design concepts
- Percent impervious
- Runoff volume
- VPDES Permit

2) Formatting and other minor edits/clarifications.
Staff Recommendation:

Staff Recommendation:

Staff recommends approval to the Board of Supervisors of the amended Erosion and Sediment Control Ordinance to be consistent with the current state regulations and laws effective July 1, 2024.

Attachment(s):

- Memorandum of the Department of Environmental Quality and Model Ordinance
- Draft of the amended Sussex County Erosion and Sediment Ordinance (tracked-changes version and clean version)



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482

www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

MEMORANDUM

To: All Local Virginia Erosion and Sediment Control Program Administrators
All Local Virginia Stormwater Management Program Administrators

From: Megan Mayfield, Director, Division of Water Permitting

Date: December 27, 2023

Subject: Virginia Erosion and Stormwater Management Program and Virginia Erosion and Sediment Control Program Model Ordinances

At the June 22, 2023 State Water Control Board (Board) meeting, the Board approved and adopted the Virginia Erosion and Stormwater Management (VESM) Regulation (9VAC25-875) and approved the repeal of the Erosion and Sediment Control Regulations (9VAC25-840), Erosion and Sediment Control and Stormwater Management Certification Regulations (9VAC25-850), and Virginia Stormwater Management Program Regulation (9VAC25-870). The VESM Regulation and repeal of the other regulations, will be effective July 1, 2024. The Final VESM Regulation was published on December 4, 2023 in the *Virginia Register of Regulations*, Volume 40 Issue 8. Below is a link to the final regulation:

[Vol. 40 Iss. 8 \(Final\) 9VAC25-840, Erosion And Sediment Control Regulations December 04, 2023 \(virginia.gov\)](#)

Also on July 1, 2024, Chapters 68 and 758 of the 2016 Acts of Assembly become effective. Those Acts, referred to as the “Consolidation Bill,” combine stormwater management and erosion and sediment control requirements under the Virginia Erosion and Stormwater Management Act (VESMA), §§ 62.1-44.15:24 through 62.1-44.15:50 of the Code of Virginia. Requirements for a Virginia Erosion and Sediment Control Program (VЕСP) are in the Erosion and Sediment Control Law (ESCL) for Localities Not Administering a Virginia Erosion and Stormwater Management Program, §§ 62.1-44.15:51 through 62.1-44.15:66 of the Code of Virginia. With the Consolidation Bill and VESM Regulation becoming effective on July 1, 2024, local ordinances for the administration of a Virginia Erosion and Sediment Control Program

(VESCP) or Virginia Stormwater Management Program (VSMP) will need to be updated to reflect both the new law and regulations.

Consistent with § 62.1-44.15:27 of the Code of Virginia, the Virginia Department of Environmental Quality (DEQ) has prepared a Virginia Erosion and Stormwater Management Program (VESMP) Model Ordinance and a Virginia Erosion and Sediment Control Program (VESCP) Model Ordinance to assist in the development of the appropriate local ordinance for your locality. The model ordinances incorporate requirements in the VESMA, ESCL for Localities Not Administering a Virginia Erosion and Stormwater Management Program, and VESM Regulation. Copies of each are attached for your use.

The DEQ is not required to review and/or approve the local ordinances, or associated documents, manuals, etc., prior to adoption. Please note that a locality may, by local ordinance adopted pursuant to § 62.1-44.15:33 or 62.1-44.15:65 of the Code of Virginia, establish more stringent local requirements. If a VESMP authority elects to adopt more stringent ordinances, the authority shall submit a letter report to the DEQ when more stringent stormwater management ordinances or more stringent requirements are authorized by such stormwater management ordinances. If a VESCP authority elects to adopt more stringent ordinances, the authority shall report to the DEQ when more stringent erosion and sediment control ordinances are determined to be necessary.

Please feel free to contact Rebecca Rochet if you have any questions or need additional assistance (Rebecca.Rochet@deq.virginia.gov or 804-801-2950).

ATTACHMENT A

VIRGINIA EROSION AND STORMWATER MANAGEMENT PROGRAM

MODEL ORDINANCE

Pursuant to §62.1-44.15:27 of the Code of Virginia, this ordinance is adopted as part of an initiative to integrate the [locality] stormwater management requirements with the [locality] erosion and sediment control, flood insurance, [and] flood plain management[, and Chesapeake Bay Preservation Act] requirements into a consolidated erosion and stormwater management program. The erosion and stormwater management program is intended to facilitate the submission and approval of plans, issuance of permits, payment of fees, and coordination of inspection and enforcement activities for land-disturbing activities into a more convenient and efficient manner for both the [locality] and those responsible for compliance with these programs.

Section 1.1. TITLE, PURPOSE, AND AUTHORITY.

- A. This ordinance shall be known as the "Erosion and Stormwater Management Ordinance of [locality / VESMP authority].
- B. The purpose of this ordinance is to ensure the general health, safety, and welfare of the citizens of [locality], protect the quality and quantity of state waters from the potential harm of unmanaged stormwater and soil erosion, including protection from a land disturbing activity causing unreasonable degradation of properties, water quality, stream channels, and other natural resources, and to establish procedures whereby stormwater requirements related to water quality and quantity shall be administered and enforced.
- C. This ordinance is authorized by § 62.1-44.15:27 of the Code of Virginia.

Section 1.2. DEFINITIONS.

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise.

"Adequate channel" means a channel that will convey the designated frequency storm event without overtopping the channel bank nor causing erosive damage to the channel bed or banks.

[OPTIONAL – ONLY INCLUDE IF LOCALITY WILL EXECUTE AN AGREEMENT IN LIEU] "Agreement in lieu of a plan" means a contract between the [VESMP authority] and the owner or permittee that specifies methods that shall be implemented to comply with the requirements of the VESMA and this ordinance for the construction of a (i) single-family detached residential structure or (ii) farm building or structure

on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent; such contract may be executed by the [VESMP authority] in lieu of a soil erosion control and stormwater management plan.

"Applicant" means person submitting a soil erosion control and stormwater management plan to a VESMP authority for approval in order to obtain authorization to commence a land-disturbing activity.

"Best management practice" or "BMP" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices, including both structural and nonstructural practices, to prevent or reduce the pollution of surface waters and groundwater systems.

1. "Nonproprietary best management practice" means both structural and nonstructural practices to prevent or reduce the pollution of surface waters and groundwater systems that are in the public domain and are not protected by trademark or patent or copyright.
2. "Proprietary best management practice" means both structural and nonstructural practices to prevent or reduce the pollution of surface waters and groundwater systems that are privately owned and controlled and may be protected by trademark or patent or copyright.

"Board" means the State Water Control Board.

"Causeway" means a temporary structural span constructed across a flowing watercourse or wetland to allow construction traffic to access the area without causing erosion damage.

"Channel" means a natural stream or manmade waterway.

"Chesapeake Bay Preservation Act" means Article 2.5 (§ 62.1-44.15:67 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia.

"Chesapeake Bay Preservation Area" means any land designated by a local government pursuant to Part III (9VAC25-830-70 et seq.) of the Chesapeake Bay Preservation Area Designation and Management Regulations and § 62.1-44.15:74 of the Code of Virginia. A Chesapeake Bay Preservation Area shall consist of a Resource Protection Area and a Resource Management Area as defined in the Chesapeake Bay Preservation Area Designation and Management Regulations (9VAC25-830).

"Clean Water Act" or "CWA" means the federal Clean Water Act (33 USC § 1251 et seq.), formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, as amended by Public Law 95-217, Public Law 95-576, Public Law 96-483, and Public Law 97-117, or any subsequent revisions thereto.

"Cofferdam" means a watertight temporary structure in a river, lake, etc., for keeping the water from an enclosed area that has been pumped dry so that bridge foundations, dams, etc., may be constructed.

"Common plan of development or sale" means a contiguous area where separate and distinct construction activities may be taking place at different times on different schedules.

"Comprehensive stormwater management plan" means a plan, which may be integrated with other land use plans or regulations that specifies how the water quality components, quantity components, or both of stormwater are to be managed on the basis of an entire watershed or a portion thereof. The plan may also provide for the remediation of erosion, flooding, and water quality and quantity problems caused by prior development.

"Construction activity" means any clearing, grading, or excavation associated with large construction activity or associated with small construction activity.

"Control measure" means any BMP, stormwater facility, or other method used to minimize the discharge of pollutants to state waters.

"CWA and regulations" means the Clean Water Act and applicable regulations published in the Code of Federal Regulations promulgated thereunder. For the purposes of this ordinance, it includes state program requirements.

"Dam" means a barrier to confine or raise water for storage or diversion, to create a hydraulic head, to prevent gully erosion, or to retain soil, rock or other debris.

"Denuded" means a term applied to land that has been physically disturbed and no longer supports vegetative cover.

"Department" means the Virginia Department of Environmental Quality.

"Development" means land disturbance and the resulting landform associated with the construction of residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures or the clearing of land for nonagricultural or nonsilvicultural purposes. The regulation of discharges from development, for purposes of stormwater management, does not include the exclusions found in 9VAC25-875-860.

"Dike" means an earthen embankment constructed to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; levee.

"Discharge" when used without qualification, means the discharge of a pollutant.

"Discharge of a pollutant" means:

1. Any addition of any pollutant or combination of pollutants to state waters from any point source; or

2. Any addition of any pollutant or combination of pollutants to the waters of the contiguous zone or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation.

This definition includes additions of pollutants into surface waters from: surface runoff that is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a state, municipality, or other person that do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works. This term does not include an addition of pollutants by any indirect discharger.

"District" or "soil and water conservation district" means a political subdivision of the Commonwealth organized in accordance with the provisions of Article 3 (§ 10.1-506 et seq.) of Chapter 5 of Title 10.1 of the Code of Virginia.

"Diversion" means a channel with a supporting ridge on the lower side constructed across or at the bottom of a slope for the purpose of intercepting surface runoff.

"Dormant" means denuded land that is not actively being brought to a desired grade or condition.

"Drainage area" means a land area, water area, or both from which runoff flows to a common point.

"Energy dissipator" means a nonerodible structure which reduces the velocity of concentrated flow to reduce its erosive effects.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Erosion and sediment control plan" means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives.

"Erosion impact area" means an area of land that is not associated with a current land-disturbing activity but is subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes or to shorelines where the erosion results from wave action or other coastal processes.

"ESC" means erosion and sediment control.

"ESM plan" means a soil erosion control and stormwater management plan, commonly referred to as the erosion control and stormwater management plan.

[OPTIONAL – ONLY INCLUDE IF LOCALITY WILL EXECUTE AN AGREEMENT IN LIEU] "Farm building or structure" means the same as that term is defined in § 36-97 of the Code of Virginia and also includes any building or structure used for agritourism activity, as defined in § 3.2-6400 of the Code of Virginia, and any related impervious services including roads, driveways, and parking areas.

"Flood fringe" means the portion of the floodplain outside the floodway that is usually covered with water from the 100-year flood or storm event. This includes the flood or floodway fringe designated by the Federal Emergency Management Agency.

"Flooding" means a volume of water that is too great to be confined within the banks or walls of the stream, water body, or conveyance system and that overflows onto adjacent lands, thereby causing or threatening damage.

"Floodplain" means the area adjacent to a channel, river, stream, or other water body that is susceptible to being inundated by water normally associated with the 100-year flood or storm event. This includes the floodplain designated by the Federal Emergency Management Agency.

"Flood-prone area" means the component of a natural or restored stormwater conveyance system that is outside the main channel. Flood-prone areas may include the floodplain, the floodway, the flood fringe, wetlands, riparian buffers, or other areas adjacent to the main channel.

"Floodway" means the channel of a river or other watercourse and the adjacent land areas, usually associated with flowing water, that must be reserved in order to discharge the 100-year flood or storm event without cumulatively increasing the water surface elevation more than one foot. This includes the floodway designated by the Federal Emergency Management Agency.

"Flume" means a constructed device lined with erosion-resistant materials intended to convey water on steep grades.

"General permit" means a permit authorizing a category of discharges under the CWA and the VESMA within a geographical area.

"Hydrologic Unit Code" or "HUC" means a watershed unit established in the most recent version of Virginia's 6th Order National Watershed Boundary Dataset unless specifically identified as another order.

"Impervious cover" means a surface composed of material that significantly impedes or prevents natural infiltration of water into soil.

"Incorporated place" means a city, town, township, or village that is incorporated under the Code of Virginia.

"Inspection" means an on-site review of the project's compliance with any applicable design criteria, or an on-site review to obtain information or conduct surveys or investigations necessary in the implementation or enforcement of the VESMA and applicable regulations.

"Karst area" means any land area predominantly underlain at the surface or shallow subsurface by limestone, dolomite, or other soluble bedrock regardless of any obvious surface karst features.

"Karst features" means sinkholes, sinking and losing streams, caves, large flow springs, and other such landscape features found in karst areas.

"Land disturbance" or "land-disturbing activity" means a manmade change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics, including construction activity such as the clearing, grading, excavating, or filling of land.

"Land-disturbance approval" means an approval allowing a land-disturbing activity to commence issued by the VESMP authority after the requirements of § 62.1-44.15:34 of the Code of Virginia have been met.

"Large construction activity" means construction activity including clearing, grading, and excavation, except operations that result in the disturbance of less than five acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility.

"Linear development project" means a land-disturbing activity that is linear in nature such as, but not limited to, (i) the construction of electric and telephone utility lines, and natural gas pipelines; (ii) construction of tracks, rights-of-way, bridges, communication facilities and other related structures of a railroad company; (iii) highway construction projects; (iv) construction of stormwater channels and stream restoration activities; and (v) water and sewer lines. Private subdivision roads or streets shall not be considered linear development projects.

"Live watercourse" means a definite channel with bed and banks within which concentrated water flows continuously.

"Locality" means **[county, city, or town]**.

"Localized flooding" means smaller scale flooding that may occur outside of a stormwater conveyance system. This may include high water, ponding, or standing water from stormwater runoff, which is likely to cause property damage or unsafe conditions.

"Main channel" means the portion of the stormwater conveyance system that contains the base flow and small frequent storm events.

"Manmade" means constructed by man.

"Minimize" means to reduce or eliminate the discharge of pollutants to the extent achievable using stormwater controls that are technologically available and economically practicable.

"Minor modification" means modifications and amendments not requiring extensive review and evaluation including changes in EPA promulgated test protocols, increasing monitoring frequency requirements, changes in sampling locations, and changes to compliance dates within the overall compliance schedules. A minor permit modification or amendment does not substantially alter permit conditions, substantially increase or decrease the amount of surface water impacts, increase the size of the operation, or reduce the capacity of the facility to protect human health or the environment.

"Natural channel design concepts" means the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

"Natural stream" means a tidal or nontidal watercourse that is part of the natural topography. It usually maintains a continuous or seasonal flow during the year and is characterized as being irregular in cross-section with a meandering course. Constructed channels such as drainage ditches or swales shall not be considered natural streams; however, channels designed utilizing natural channel design concepts may be considered natural streams.

"Nonerodible" means a material, e.g., riprap, concrete, plastic, etc., that will not experience surface wear due to natural forces.

"Nonpoint source pollution" means pollution such as sediment, nitrogen, phosphorous, hydrocarbons, heavy metals, and toxics whose sources cannot be pinpointed but rather are washed from the land surface in a diffuse manner by stormwater.

"Operator" means the owner or operator of any facility or activity subject to the VESMA and this ordinance. In the context of stormwater associated with a large or small construction activity, operator means any person associated with a construction project that meets either of the following two criteria: (i) the person has direct operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications or (ii) the person has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other permit or VESMP authority permit conditions (i.e., they are authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or comply with other permit conditions).

"Owner" means the same as that term is defined in § 62.1-44.3 of the Code of Virginia. For a regulated land-disturbing activity that does not require a permit, "owner" also means the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in

possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm, or corporation in control of a property.

"Peak flow rate" means the maximum instantaneous flow from a prescribed design storm at a particular location.

"Percent impervious" means the impervious area within the site divided by the area of the site multiplied by 100.

"Permit" means a VPDES permit issued by the department pursuant to § 62.1-44.15 of the Code of Virginia for stormwater discharges from a land-disturbing activity.

"Permittee" means the person to whom the permit is issued.

"Person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town, or other political subdivision of the Commonwealth, governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.

"Point of discharge" means a location at which concentrated stormwater runoff is released.

"Point source" means any discernible, confined, and discrete conveyance including any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel, or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

"Pollutant discharge" means the average amount of a particular pollutant measured in pounds per year or other standard reportable unit as appropriate, delivered by stormwater runoff.

"Pollution" means such alteration of the physical, chemical, or biological properties of any state waters as will or is likely to create a nuisance or render such waters (a) harmful or detrimental or injurious to the public health, safety, or welfare, or to the health of animals, fish or aquatic life; (b) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (c) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses, provided that (i) an alteration of the physical, chemical, or biological property of state waters, or a discharge or deposit of sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution, but which, in combination with such alteration of or discharge or deposit to state waters by other owners, is sufficient to cause pollution; (ii) the discharge of untreated sewage by any owner into state waters; and (iii) contributing to the contravention of standards of water quality duly established by the State Water Control Board, are "pollution" for the terms and purposes of this ordinance.

"Post-development" refers to conditions that reasonably may be expected or anticipated to exist after completion of the land development activity on a specific site or tract of land.

"Predevelopment" refers to the conditions that exist at the time that plans for the land-disturbing activity are submitted to the VESMP authority. Where phased development or plan approval occurs (preliminary grading, demolition of existing structures, roads and utilities, etc.), the existing conditions at the time prior to the commencement of land-disturbing activity shall establish predevelopment conditions.

"Prior developed lands" means land that has been previously utilized for residential, commercial, industrial, institutional, recreation, transportation, or utility facilities or structures, and that will have the impervious areas associated with those uses altered during a land-disturbing activity.

"Qualified personnel" means a person knowledgeable in the principles and practices of erosion and sediment and stormwater management controls who possesses the skills to assess conditions at the construction site for the operator that could impact stormwater quality and quantity and to assess the effectiveness of any sediment and erosion control measures or stormwater management facilities selected to control the quality and quantity of stormwater discharges from the construction activity.

"Responsible land disturber" or "RLD" means an individual holding a certificate issued by the department who is responsible for carrying out the land-disturbing activity in accordance with the approved erosion and sediment control plan or ESM plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the erosion and sediment control plan, ESM plan, or permit as defined in this ordinance as a prerequisite for engaging in land disturbance.

"Runoff" or "stormwater runoff" means that portion of precipitation that is discharged across the land surface or through conveyances to one or more waterways.

"Runoff characteristics" includes maximum velocity, peak flow rate, volume, and flow duration.

"Runoff volume" means the volume of water that runs off the land development project from a prescribed storm event.

"Sediment basin" means a temporary impoundment built to retain sediment and debris with a controlled stormwater release structure.

"Sediment trap" means a temporary impoundment built to retain sediment and debris which is formed by constructing an earthen embankment with a stone outlet.

"Sheet flow" (also called overland flow) means shallow, unconcentrated and irregular flow down a slope. The length of strip for overland flow usually does not exceed 200 feet under natural conditions.

"Shoreline erosion control project" means an erosion control project approved by local wetlands boards, the Virginia Marine Resources Commission, the department, or the United States Army Corps of Engineers and located on tidal waters and within nonvegetated or vegetated wetlands as defined in Title 28.2 of the Code of Virginia.

"Site" means the land or water area where any facility or land-disturbing activity is physically located or conducted, including adjacent land used or preserved in connection with the facility or land-disturbing activity. Areas channelward of mean low water in tidal Virginia shall not be considered part of a site.

"Site hydrology" means the movement of water on, across, through, and off the site as determined by parameters including soil types, soil permeability, vegetative cover, seasonal water tables, slopes, land cover, and impervious cover.

"Slope drain" means tubing or conduit made of nonerosive material extending from the top to the bottom of a cut or fill slope with an energy dissipator at the outlet end.

"Small construction activity" means:

1. Construction activities including clearing, grading, and excavating that results in land disturbance of equal to or greater than one acre and less than five acres. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one and less than five acres. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. The department may waive the otherwise applicable requirements in a general permit for a stormwater discharge from construction activities that disturb less than five acres where stormwater controls are not needed based on an approved "total maximum daily load" (TMDL) that addresses the pollutants of concern or, for nonimpaired waters that do not require TMDLs, an equivalent analysis that determines allocations for small construction sites for the pollutants of concern or that determines that such allocations are not needed to protect water quality based on consideration of existing in-stream concentrations, expected growth in pollutant contributions from all sources, and a margin of safety. For the purpose of this subdivision, the pollutants of concern include sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) and any other pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the construction activity. The operator shall certify to the department that the construction activity will take place, and stormwater discharges will occur, within the drainage area addressed by the TMDL or provide an equivalent analysis. As of the start date in Table 1 of 9VAC25-31-1020, all certifications submitted in support of the waiver shall be submitted electronically by the owner or operator to the department in compliance with this subdivision and 40 CFR Part 3 (including, in all cases, 40 CFR Part 3 Subpart D), 9VAC25-875-940, and Part XI (9VAC25-31-950 et seq.) of the Virginia Pollutant Discharge Elimination System (VPDES) Permit Regulation. Part XI of 9VAC25-31 is not intended to undo existing requirements for

electronic reporting. Prior to this date, and independent of Part XI of 9VAC25-31, permittees may be required to report electronically if specified by a particular permit.

2. Any other construction activity designated by either the department or the EPA regional administrator, based on the potential for contribution to a violation of a water quality standard or for significant contribution of pollutants to surface waters.

"Soil erosion" means the movement of soil by wind or water into state waters or onto lands in the Commonwealth.

"Soil erosion control and stormwater management plan," commonly referred to as the erosion control and stormwater management plan, or "ESM plan" means a document describing methods for controlling soil erosion and managing stormwater in accordance with the requirements adopted pursuant to the VESMA. The ESM plan may consist of aspects of the erosion and sediment control plan and the stormwater management plan as each is described in this ordinance.

"Stabilized" means land that has been treated to withstand normal exposure to natural forces without incurring erosion damage.

"State" means the Commonwealth of Virginia.

"State application" or "application" means the standard form or forms, including any additions, revisions, or modifications to the forms, approved by the administrator and the department for applying for a permit.

"State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 et seq.) of Title 62.1 of the Code of Virginia.

"State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands.

"Storm sewer inlet" means a structure through which stormwater is introduced into an underground conveyance system.

"Stormwater," for the purposes of the VESMA, means precipitation that is discharged across the land surface or through conveyances to one or more waterways and that may include stormwater runoff, snow melt runoff, and surface runoff and drainage.

"Stormwater conveyance system" means a combination of drainage components that are used to convey stormwater discharge, either within or downstream of the land-disturbing activity. This includes:

1. "Manmade stormwater conveyance system" means a pipe, ditch, vegetated swale, or other stormwater conveyance system constructed by man except for restored stormwater conveyance systems;
2. "Natural stormwater conveyance system" means the main channel of a natural stream and the flood-prone area adjacent to the main channel; or

3. "Restored stormwater conveyance system" means a stormwater conveyance system that has been designed and constructed using natural channel design concepts. Restored stormwater conveyance systems include the main channel and the flood-prone area adjacent to the main channel.

"Stormwater detention" means the process of temporarily impounding runoff and discharging it through a hydraulic outlet structure to a downstream conveyance system.

"Stormwater management facility" means a control measure that controls stormwater runoff and changes the characteristics of that runoff including the quantity and quality, the period of release or the velocity of flow.

"Stormwater management plan" means a document containing material describing methods for complying with the requirements of the VESMP.

"Stormwater Pollution Prevention Plan" or "SWPPP" means a document that is prepared in accordance with good engineering practices and that identifies potential sources of pollutants that may reasonably be expected to affect the quality of stormwater discharges. A SWPPP required under the VESMP for construction activities shall identify and require the implementation of control measures and shall include or incorporate by reference an approved erosion and sediment control plan, an approved stormwater management plan, and a pollution prevention plan.

"Subdivision" means the same as defined in § 15.2-2201 of the Code of Virginia.

"Surface waters" means:

1. All waters that are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters that are subject to the ebb and flow of the tide;
2. All interstate waters, including interstate wetlands;
3. All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - a. That are or could be used by interstate or foreign travelers for recreational or other purposes;
 - b. From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - c. That are used or could be used for industrial purposes by industries in interstate commerce;
4. All impoundments of waters otherwise defined as surface waters under this definition;
5. Tributaries of waters identified in subdivisions 1 through 4 of this definition;
6. The territorial sea; and
7. Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in subdivisions 1 through 6 of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA and the law, are not surface waters. Surface waters do not include

prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other agency, for the purposes of the CWA, the final authority regarding the CWA jurisdiction remains with the EPA.

"SWM" means stormwater management.

"Temporary vehicular stream crossing" means a temporary nonerodible structural span installed across a flowing watercourse for use by construction traffic. Structures may include bridges, round pipes or pipe arches constructed on or through nonerodible material.

"Ten-year storm" means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in 10 years. It may also be expressed as an exceedance probability with a 10% chance of being equaled or exceeded in any given year.

"Total maximum daily load" or "TMDL" means the sum of the individual wasteload allocations for point sources, load allocations (LAs) for nonpoint sources, natural background loading, and a margin of safety. TMDLs can be expressed in terms of either mass per time, toxicity, or other appropriate measure. The TMDL process provides for point versus nonpoint source trade-offs.

"Town" means an incorporated town.

"Two-year storm" means a storm that is capable of producing rainfall expected to be equaled or exceeded on the average of once in two years. It may also be expressed as an exceedance probability with a 50% chance of being equaled or exceeded in any given year.

"Virginia Erosion and Stormwater Management Act" or "VESMA" means Article 2.3 (§ 62.1-44.15:24 et seq.) of Chapter 3.1, State Water Control Law, of Title 62.1 of the Code of Virginia.

"Virginia Erosion and Stormwater Management Program" or "VESMP" means a program established by the VESMP authority for the effective control of soil erosion and sediment deposition and the management of the quality and quantity of runoff resulting from land-disturbing activities to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources. The program shall include such items as local ordinances, rules, requirements for permits and land-disturbance approvals, policies and guidelines, technical materials, and requirements for plan review, inspection, and enforcement consistent with the requirements of the VESMA.

"Virginia Erosion and Stormwater Management Program authority" or "VESMP authority" means **[locality or the locality's designated entity]** approved by the department to operate the VESMP.

"Virginia Pollutant Discharge Elimination System (VPDES) permit" or "VPDES permit" means a document issued by the department pursuant to the State Water Control Law

authorizing, under prescribed conditions, the potential or actual discharge of pollutants from a point source to surface waters.

"Virginia Stormwater BMP Clearinghouse" means a collection that contains detailed design standards and specifications for control measures that may be used in Virginia to comply with the requirements of the VESMA and associated regulations.

"Virginia Stormwater Management Handbook" means a collection of pertinent information that provides general guidance for compliance with the VESMA and associated regulations and is developed by the department with advice from a stakeholder advisory committee.

"Wasteload allocation" or "wasteload" means the portion of a receiving surface water's loading or assimilative capacity allocated to one of its existing or future point sources of pollution. Wasteload allocations are a type of water quality-based effluent limitation.

"Water quality technical criteria" means standards set forth in regulations adopted pursuant to the VESMA that establish minimum design criteria for measures to control nonpoint source pollution.

"Water quantity technical criteria" means standards set forth in regulations adopted pursuant to the VESMA that establish minimum design criteria for measures to control localized flooding and stream channel erosion.

"Watershed" means a defined land area drained by a river or stream, karst system, or system of connecting rivers or streams such that all surface water within the area flows through a single outlet. In karst areas, the karst feature to which water drains may be considered the single outlet for the watershed.

"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Section 2.1. VIRGINIA EROSION AND STORMWATER MANAGEMENT PROGRAM ESTABLISHED

Pursuant to § 62.1-44.15:27 of the Code of Virginia, [Locality] hereby establishes a Virginia Erosion and Stormwater Management Program for land-disturbing activities and adopts the Virginia Erosion and Stormwater Management Regulation that specify standards and specifications for VESMPs promulgated by the State Water Control Board for the purposes set out in Section 1.1 of this Ordinance. The [local governing body] hereby designates the [local official tasked with implementing the ordinance] as the Administrator of the Virginia Erosion and Stormwater Management Program established by this Ordinance.

Section 2.2. REGULATED LAND DISTURBING ACTIVITIES

A. Land-disturbing activities that meet one of the criteria below are regulated as follows:

1. [Land-disturbing activity that disturbs [10,000] [smaller area specified by the locality] square feet or more, is less than one acre, not in an area of a locality designated as a Chesapeake Bay Preservation Area, and not part of a common plan of development or sale, is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) of Part V of the Virginia Erosion and Stormwater Management Regulation (Regulation).]

[COOSE APPLICABLE REQUIREMENT FOR No. 1 OR BOTH, AS APPLICABLE]

1. [Land-disturbing activity that disturbs [2,500] [smaller area specified by the locality] square feet or more, is less than one acre, and in an area of a locality designated as a Chesapeake Bay Preservation Area is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) and Article 3 (9VAC25-875-570 et seq.) of Part V unless Article 4 (9VAC25-875-670 et seq.) of Part V of the Regulation is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.]
2. Land-disturbing activity that disturbs less than one acre, but is part of a larger common plan of development or sale that disturbs one acre or more, is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) and Article 3 (9VAC25-875-570 et seq.) of Part V unless Article 4 (9VAC25-875-670 et seq.) of Part V of the Regulation is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.
3. Land-disturbing activity that disturbs one acre or more is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) and Article 3 (9VAC25-875-570 et seq.) of Part V unless Article 4 (9VAC25-875-670 et seq.) of Part V is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.

B. Land-disturbing activities exempt per 9VAC25-875-90 are not required to comply with the requirements of the VESMA unless otherwise required by federal law.

Section 3.1. REVIEW AND APPROVAL OF PLANS (§ 62.1-44.15:34 of the Code of Virginia); PROHIBITIONS.

- A. [VESMP authority] shall review and approve soil erosion control and stormwater management (ESM) plans, except for activities not required to comply with the requirements of the Virginia Erosion and Stormwater Management Act (VESMA), pursuant to § 62.1-44.15:34 of the Code of Virginia. Activities not required to comply with VESMA are defined in 9VAC25-875-90.

- B. A person shall not conduct any land-disturbing activity in **[Locality]** until:
1. An application that includes a permit registration statement, if required, a soil erosion control and stormwater management plan or an executed agreement in lieu of a plan, if required, has been submitted to **[VESMP authority]**;
 2. The name of the individual who will be assisting the owner in carrying out the activity and holds a Responsible Land Disturber certificate pursuant to § 62.1-44.15:30 of the Code of Virginia is submitted to **[VESMP authority]**. **[Optional]** **[except that such certificate shall not be required where an agreement in lieu of a plan for construction of a single-family detached residential structure is provided; however, if a violation occurs during the land-disturbing activity for the single-family detached residential structure, then the owner shall correct the violation and provide the name of the individual holding a Responsible Land Disturber certificate as provided by § 62.1-14:30 of the Code of Virginia.]** Failure to provide the name of an individual holding a Responsible Land Disturber certificate prior to engaging in land-disturbing activities may result in revocation of the land-disturbance approval and shall subject the owner to the penalties provided by the VESMA; and
 3. **[VESMP authority]** has issued its land-disturbance approval. In addition, as a prerequisite to engaging in an approved land-disturbing activity, the name of the individual who will be assisting the owner in carrying out the activity and holds a Responsible Land Disturber certificate pursuant to § 62.1-44.15:30 of the Code of Virginia shall be submitted to **[VESMP authority]**. **[Optional]** **[[VESMP authority] may waive the Responsible Land Disturber certificate requirement for an agreement in lieu of a plan for construction of a single-family detached residential structure; however, if a violation occurs during the land-disturbing activity for the single-family detached residential structure, then the owner shall correct the violation and provide the name of the individual holding a Responsible Land Disturber certificate as provided by § 62.1-14:30 of the Code of Virginia.]** Failure to provide the name of an individual holding a Responsible Land Disturber certificate prior to engaging in land-disturbing activities may result in revocation of the land-disturbance approval and shall subject the owner to the penalties provided the Act.
- C. **[VESMP authority]** may require changes to an approved ESM plan in the following cases:
1. Where inspection has revealed that the plan is inadequate to satisfy applicable regulations or ordinances; or
 2. Where the owner finds that because of changed circumstances or for other reasons the plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of the Act, are agreed to by the VESMP authority and the owner.

- D. In order to prevent further erosion, **[VESMP authority]** may require approval of an erosion and sediment control plan and a stormwater management plan for any land it identifies as an erosion impact area. (*§ 62.1-44.15:34*)
- E. Prior to issuance of any land-disturbance approval, **[VESMP authority]** may also require an applicant, excluding state agencies and federal entities, to submit a reasonable performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement it finds acceptable, to ensure that it can take measures at the applicant's expense should he fail, after proper notice, within the time specified to comply with the conditions it imposes as a result of his land-disturbing activity. If **[VESMP authority]** takes such action upon such failure by the applicant, it may collect from the applicant the difference should the amount of the reasonable cost of such action exceed the amount of the security held. Within 60 days of the completion of **[VESMP authority's]** conditions, such bond, cash escrow, letter of credit, or other legal arrangement, or the unexpended or unobligated portion thereof, shall be refunded to the applicant or terminated.
- F. **[VESMP authority]** may enter into an agreement with an adjacent VESMP authority regarding the administration of multijurisdictional projects, specifying who shall be responsible for all or part of the administrative procedures. Should adjacent VESMP authorities fail to reach such an agreement, each shall be responsible for administering the area of the multijurisdictional project that lies within its jurisdiction.
- G. No exception to, or waiver of, post-development nonpoint nutrient runoff compliance requirements shall be granted unless offsite options have been considered and found not available in accordance with subsection D of § 62.1-44.15:35 of the Code of Virginia.
- H. **[VESMP authority]** is authorized to cooperate and enter into agreements with any federal or state agency in connection with the requirements for land-disturbing activities in accordance with § 62.1-44.15:50 of the Code of Virginia.

Section 3.2. REVIEW OF A SOIL EROSION CONTROL AND STORMWATER MANAGEMENT PLAN (ESM Plan).

- A. **[VESMP authority]** shall approve or disapprove an ESM plan according to the following:
1. **[VESMP authority]** shall determine the completeness of any application within 15 days after receipt, and shall act on any application within 60 days after it has been determined by the to be complete.
 2. **[VESMP authority]** shall issue either land-disturbance approval or denial and provide written rationale for any denial.

3. Prior to issuing a land-disturbance approval, **[VESMP authority]** shall be required to obtain evidence of permit coverage when such coverage is required.
 4. **[VESMP authority]** also shall determine whether any resubmittal of a previously disapproved application is complete within 15 days after receipt and shall act on the resubmitted application within 45 days after receipt.
- B. [Optional for localities choosing to coordinate ESM plan review with the department]** Pursuant to subdivision B 2 of § 62.1-44.15:27 of the Code of Virginia, **[Locality]** has elected to coordinate the plan review component of its program with the department through an executed agreement. Review and approval or disapproval of ESM plans shall be conducted according to the following:
1. **[VESMP authority]** shall determine the completeness of any application within 15 days after receipt, and shall:
 - i. Act on any application within 60 days after it has been determined to be complete;
 - ii. Forward a soil erosion control and stormwater management plan to the department for review within five days of receipt. If the plan is incomplete, the department will return the plan to **[VESMP Authority]** immediately and the application process shall start over. If the plan is complete, the department will review it for compliance with the water quality and water quantity technical criteria and provide its recommendation to **[VESMP authority]**; and
 - iii. Either (i) issue the land-disturbance approval or (ii) issue a denial and provide a written rationale for the denial. In no case shall **[VESMP authority]** have more than 60 days for its decision on an application after it has been determined to be complete. Prior to issuing a land-disturbance approval, **[VESMP authority]** shall be required to obtain evidence of permit coverage when such coverage is required.
 2. **[VESMP authority]** also shall forward to the department any resubmittal of a previously disapproved application within five days after receipt, and **[VESMP authority]** shall determine whether the plan is complete within 15 days of its receipt of the plan. The department will review the plan for compliance with the water quality and water quantity technical criteria and provide its recommendation to **[VESMP authority]**, and **[VESMP authority]** shall act on the resubmitted application within 45 days after receipt.

Section 3.3. STORMWATER PERMIT REQUIREMENT; EXEMPTIONS.

- A. Except as provided herein, no person may engage in any land-disturbing activity until a permit has been issued by **[VESMP authority]** in accordance with the provisions of this ordinance and the Regulation.

- B. Notwithstanding any other provisions of this ordinance, the following activities are not required to comply with the requirements of this ordinance unless otherwise required by federal law:
1. Minor land-disturbing activities, including home gardens and individual home landscaping, repairs, and maintenance work;
 2. Installation, maintenance, or repair of any individual service connection;
 3. Installation, maintenance, or repair of any underground utility line when such activity occurs on an existing hard surfaced road, street, or sidewalk, provided the land-disturbing activity is confined to the area of the road, street, or sidewalk that is hard surfaced;
 4. Installation, maintenance, or repair of any septic tank line or drainage field unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;
 5. Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Title 45.2 of the Code of Virginia;
 6. Clearing of lands specifically for bona fide agricultural purposes; the management, tilling, planting, or harvesting of agricultural, horticultural, or forest crops; livestock feedlot operations; agricultural engineering operations, including construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; or as additionally set forth by the Board in regulations. However, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (§ 10.1-1100 et seq. of the Code of Virginia) or is converted to bona fide agricultural or improved pasture use as described in subsection B of § 10.1-1163 of the Code of Virginia;
 7. Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;
 8. Shoreline erosion control projects on tidal waters when all of the land-disturbing activities are within the regulatory authority of and approved by local wetlands boards, the Marine Resources Commission, or the United States Army Corps of Engineers; however, any associated land that is disturbed outside of this exempted area shall remain subject to the VESMA and the regulations adopted pursuant thereto;
 9. Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company;

10. Land-disturbing activities in response to a public emergency where the related work requires immediate authorization to avoid imminent endangerment to human health or the environment. In such situations, **[VESMP authority]** shall be advised of the disturbance within seven days of commencing the land-disturbing activity, and compliance with the administrative requirements of subsection A is required within 30 days of commencing the land-disturbing activity; and
 11. Discharges to a sanitary sewer or a combined sewer system; that are not from a land-disturbing activity.
- C. Notwithstanding this ordinance and in accordance with the Virginia Erosion and Stormwater Management Act, Article 2.3 (§ 62.1-44.15:24 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia, the following activities are required to comply with the soil erosion control requirements but are not required to comply with the water quantity and water quality technical criteria, unless otherwise required by federal law:
1. Activities under a state or federal reclamation program to return an abandoned property to an agricultural or open land use;
 2. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original construction of the project. The paving of an existing road with a compacted or impervious surface and reestablishment of existing associated ditches and shoulders shall be deemed routine maintenance if performed in accordance with this subsection; and
 3. Discharges from a land-disturbing activity to a sanitary sewer or a combined sewer system.

Section 4.1. STORMWATER POLLUTION PREVENTION PLAN; CONTENTS OF PLANS. (9VAC25-875-500)

- A. A stormwater pollution prevention plan shall include, but not be limited to, an approved erosion and sediment control plan, an approved stormwater management plan, a pollution prevention plan for regulated land-disturbing activities, and a description of any additional control measures necessary to address a TMDL pursuant to subsection D of this section.
- B. A soil erosion control and stormwater management (ESM) plan consistent with the requirements of the Virginia Erosion and Stormwater Management Act (VESMA) and regulations must be designed and implemented during construction activities. Prior to land disturbance, this plan must be approved by **[VESMP authority]** in accordance with the VESMA, this ordinance, and attendant regulations.
- C. A pollution prevention plan that identifies potential sources of pollutants that may reasonably be expected to affect the quality of stormwater discharges from the construction site and describe control measures that will be used to minimize pollutants

in stormwater discharges from the construction site must be developed before land disturbance commences.

- D. In addition to the requirements of subsections A through C of this section, if a specific wasteload allocation for a pollutant has been established in an approved TMDL and is assigned to stormwater discharges from a construction activity, additional control measures must be identified and implemented by the operator so that discharges are consistent with the assumptions and requirements of the wasteload allocation.
- E. The stormwater pollution prevention plan must address the following requirements as specified in 40 CFR 450.21, to the extent otherwise required by state law or regulations and any applicable requirements of a state permit:
1. Control stormwater volume and velocity within the site to minimize soil erosion;
 2. Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion;
 3. Minimize the amount of soil exposed during construction activity;
 4. Minimize the disturbance of steep slopes;
 5. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 6. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible;
 7. Minimize soil compaction and, unless infeasible, preserve topsoil;
 8. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the VESMP authority. In arid, semiarid, and drought-stricken areas where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the VESMP authority; and
 9. Utilize outlet structures that withdraw water from the surface, unless infeasible, when discharging from basins and impoundments.

- F. The SWPPP shall be amended whenever there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants to state waters and that has not been previously addressed in the SWPPP. The SWPPP must be maintained at a central location onsite. If an onsite location is unavailable, notice of the SWPPP's location must be posted near the main entrance at the construction site.

Section 4.2. STORMWATER MANAGEMENT PLAN; CONTENTS OF PLAN. (9VAC25-875-510)

- A. A stormwater management plan shall be developed and submitted to [VESMP authority]. The stormwater management plan shall be implemented as approved or modified by [VESMP authority] and shall be developed in accordance with the following:
1. A stormwater management plan for a land-disturbing activity shall apply the stormwater management technical criteria set forth in this ordinance and Article 4 (9VAC25-875-670 et seq) of Part V of the Regulation to the entire land-disturbing activity. Individual lots in new residential, commercial, or industrial developments, including those developed under subsequent owners, shall not be considered separate land-disturbing activities.
 2. A stormwater management plan shall consider all sources of surface runoff and all sources of subsurface and groundwater flows converted to surface runoff.
- B. A complete stormwater management plan shall include the following elements:
1. Information on the type of and location of stormwater discharges, information on the features to which stormwater is being discharged including surface waters or karst features if present, and predevelopment and post-development drainage areas;
 2. Contact information including the name, address, telephone number, and email address of the owner and the tax reference number and parcel number of the property or properties affected;
 3. A narrative that includes a description of current site conditions and final site conditions or if allowed by the VESMP authority, the information provided and documented during the review process that addresses the current and final site conditions;
 4. A general description of the proposed stormwater management facilities and the mechanism through which the facilities will be operated and maintained after construction is complete;
 5. Information on the proposed stormwater management facilities, including (i) detailed narrative on the conversion to a long-term stormwater management facility if the

- facility was used as a temporary ESC measure; (ii) the type of facilities; (iii) location, including geographic coordinates; (iv) acres treated; and (v) the surface waters or karst features into which the facility will discharge;
6. Hydrologic and hydraulic computations, including runoff characteristics;
 7. Documentation and calculations verifying compliance with the water quality and quantity requirements of these regulations;
 8. A map of the site that depicts the topography of the site and includes:
 - i. All contributing drainage areas;
 - ii. Existing streams, ponds, culverts, ditches, wetlands, other water bodies, and floodplains;
 - iii. Soil types, geologic formations if karst features are present in the area, forest cover, and other vegetative areas;
 - iv. Current land use including existing structures, roads, and locations of known utilities and easements;
 - v. Sufficient information on adjoining parcels to assess the impacts of stormwater from the site on these parcels;
 - vi. The limits of clearing and grading, and the proposed drainage patterns on the site;
 - vii. Proposed buildings, roads, parking areas, utilities, and stormwater management facilities; and
 - viii. Proposed land use with tabulation of the percentage of surface area to be adapted to various uses, including planned locations of utilities, roads, and easements;
 9. If an operator intends to meet the requirements established in 9VAC25-875-580 or 9VAC25-875-600 through the use of off-site compliance options, where applicable, then a letter of availability from the off-site provider must be included; and
 10. If **[VESMP authority]** requires payment of a fee with the stormwater management plan submission, the fee and the required fee form in accordance with Section 5-8 of this ordinance must have been submitted.
- C. All final plan elements, specifications, or calculations of the stormwater management plans whose preparation requires a license under Chapter 4 (§ 54.1-400 et seq.) or 22 (§ 54.1-2200 et seq.) of Title 54.1 of the Code of Virginia shall be appropriately signed and sealed by a professional who is licensed to engage in practice in the Commonwealth of

Virginia. Nothing in this subsection shall authorize any person to engage in practice outside his area of professional competence.

Section 4.3. POLLUTION PREVENTION PLAN; CONTENTS OF PLANS. (9VAC25-875-520)

- A. A plan for implementing pollution prevention measures during construction activities shall be developed, implemented, and updated as necessary. The pollution prevention plan shall detail the design, installation, implementation, and maintenance of effective pollution prevention measures as specified in 40 CFR 450.21(d) to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented, and maintained to:
1. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 2. Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater; and
 3. Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- B. The pollution prevention plan shall include effective best management practices to prohibit the following discharges in accordance with 40 CFR 450.21(e):
1. Wastewater from washout of concrete, unless managed by an appropriate control;
 2. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction materials;
 3. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and
 4. Soaps or solvents used in vehicle and equipment washing.
- C. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls in accordance with 40 CFR 450.21(c).

Section 4.4. EROSION AND SEDIMENT CONTROL PLAN; CONTENTS OF PLANS (9VAC25-875-550)

- A. An erosion and sediment control plan, which is a component of the ESM plan, shall be filed for a development and the buildings constructed within, regardless of the phasing of

construction. The erosion and sediment control plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives in 9VAC25-875-560. The erosion and sediment control plan may include:

1. Appropriate maps;
 2. An appropriate soil and water plan inventory and management information with needed interpretations; and
 3. A record of decisions contributing to conservation treatment.
- B. The person responsible for carrying out the plan shall provide the name of an individual holding a certificate who will be in charge of and responsible for carrying out the land-disturbing activity to [VESMP authority]. **[Note: The VESMP authority may waive the Responsible Land Disturber certificate requirement for an agreement in lieu of a plan in accordance with § 62.1-44.15:34 or § 62.1-44.15:55 of the Code of Virginia.]**
- C. If individual lots or sections in a residential development are being developed by different property owners, all land-disturbing activities related to the building construction shall be covered by an erosion and sediment control plan **[Optional] [or an "Agreement in Lieu of a Plan" signed by the property owner]**.
- D. Land-disturbing activity of less than 10,000 square feet on individual lots in a residential development shall not be considered exempt from the provisions of the VESMA if the total land-disturbing activity in the development is equal to or greater than 10,000 square feet.

Section 5.1. TECHNICAL CRITERIA FOR REGULATED LAND DISTURBING ACTIVITIES.

- A. To protect the quality and quantity of state water from the potential harm of unmanaged stormwater runoff resulting from land-disturbing activities, **[Locality]** hereby adopts the technical criteria for regulated land-disturbing activities set forth in Part V of 9VAC25-875 expressly to include 9VAC25-875-580 [water quality design criteria requirements]; 9VAC25-875-590 [water quality compliance]; 9VAC25-875-600 [water quantity]; 9VAC25-875-610 [offsite compliance options]; 9VAC25-875-620 [design storms and hydrologic methods]; 9VAC25-875-630 [stormwater harvesting]; 9VAC25-875-640 [linear development project]; and, 9VAC25-875-650 [stormwater management impoundment structures or facilities], which shall apply to all land-disturbing activities regulated pursuant to this ordinance, except as expressly set forth in Subsection B of this Section.
- B. Any land-disturbing activity shall be considered grandfathered and shall be subject to Article 4 (9VAC25-875-670 et seq) of Part V of the Regulation provided:

1. A proffered or conditional zoning plan, zoning with a plan of development, preliminary or final subdivision plat, preliminary or final site plan, or any document determined by **[locality]** to be equivalent thereto (i) was approved by **[locality]** prior to July 1, 2012, (ii) provided a layout as defined in 9VAC25-875-670, (iii) will comply with the technical criteria of Article 4 of Part V of 9VAC25-875, and (iv) has not been subsequently modified or amended in a manner resulting in an increase in the amount of phosphorus leaving each point of discharge, and such that there is no increase in the volume or rate of runoff;
 2. A permit has not been issued prior to July 1, 2014; and
 3. Land disturbance did not commence prior to July 1, 2014.
- C. Locality, state, and federal projects shall be considered grandfathered by **[VESMP authority]** and shall be subject to the technical criteria of Article 4 of Part V of 9VAC25-875 provided:
1. There has been an obligation of locality, state, or federal funding, in whole or in part, prior to July 1, 2012, or the department has approved a stormwater management plan prior to July 1, 2012;
 2. A permit has not been issued prior to July 1, 2014; and
 3. Land disturbance did not commence prior to July 1, 2014.
- D. Land disturbing activities grandfathered under subsections A and B of this section shall remain subject to the technical criteria of Article 4 of Part V of 9VAC25-875 for one additional permit cycle. After such time, portions of the project not under construction shall become subject to any new technical criteria adopted by the board.
- E. In cases where governmental bonding or public debt financing has been issued for a project prior to July 1, 2012, such project shall be subject to the technical criteria of Article 4 of Part V of 9VAC25-875.
- F. Nothing in this section shall preclude an operator from constructing to a more stringent standard at his discretion.

Section 5.2. LONG-TERM MAINTENANCE OF PERMANENT STORMWATER FACILITIES

- A. The operator shall submit a construction record drawing for permanent stormwater management facilities to **[VESMP authority]** in accordance with 9VAC25-875-535. The record drawing shall contain a statement signed by a professional registered in the Commonwealth of Virginia pursuant to Chapter 4 of Title 54.1 of the Code of Virginia, stating that to the best of their knowledge, the construction record drawing shows all adjustments and revisions to the Stormwater Management Plan made during

construction and serve as a permanent record of the actual location of all constructed elements.

- B. **[VESMP authority]** shall require the provision of long-term responsibility for and maintenance of stormwater management facilities and other techniques specified to manage the quality and quantity of runoff. Such requirements shall be set forth in an instrument recorded in the local land records prior to general permit termination or earlier as required by **[VESMP authority]** and shall at a minimum:
1. Be submitted to **[VESMP authority]** for review and approval prior to the approval of the stormwater management plan;
 2. Be stated to run with the land;
 3. Provide for all necessary access to the property for purposes of maintenance and regulatory inspections;
 4. Provide for inspections and maintenance and the submission of inspection and maintenance reports to **[VESMP authority]**; and
 5. Be enforceable by all appropriate governmental parties.
- C. **[Optional]** At the discretion of **[VESMP authority]**, such recorded instruments need not be required for stormwater management facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located, provided it is demonstrated to the satisfaction of **[VESMP authority]** that future maintenance for those facilities will be addressed through an enforceable mechanism at the discretion of **[VESMP authority]**.
- D. **[Optional]** If a recorded instrument is not required pursuant to Subsection C., **[VESMP authority]** shall develop a strategy for addressing maintenance of stormwater management facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located. Such a strategy may include periodic inspections, homeowner outreach and education, or other method targeted at promoting the long-term maintenance of such facilities. Such facilities shall not be subject to the requirement for an inspection to be conducted by **[VESMP authority]** or its duly authorized agent.

Section 5.3. MONITORING AND INSPECTIONS.

- A. **[VESMP authority]** shall inspect the land-disturbing activity during construction for:
1. Compliance with the approved erosion and sediment control plan;
 2. Compliance with the approved stormwater management plan;
 3. Development, updating, and implementation of a pollution prevention plan; and

4. Development and implementation of any additional control measures necessary to address a TMDL.
- B. **[VESMP authority]** shall conduct periodic inspections on all projects during construction. **[VESMP authority]** shall either:
1. Provide for an inspection during or immediately following initial installation of erosion and sediment controls, at least once in every two-week period, within 48 hours following any runoff producing storm event, and at the completion of the project prior to the release of any performance bonds; or
 2. Establish an alternative inspection program which ensures compliance with the approved erosion and sediment control plan. Any alternative inspection program shall be:
 - i. Approved by the department prior to implementation;
 - ii. Established in writing;
 - iii. Based on a system of priorities that, at a minimum, address the amount of disturbed project area, site conditions and stage of construction; and
 - iv. Documented by inspection records.
- C. **[VESMP authority]** shall establish an inspection program that ensures that permanent stormwater management facilities are being adequately maintained as designed after completion of land-disturbing activities. Inspection programs shall:
1. Be approved by the department;
 2. Ensure that each stormwater management facility is inspected by **[VESMP authority]**, or its designee, not to include the owner, except as provided in subsections D and E of this section, at least once every five years; and
 3. Be documented by records.
- D. **[VESMP authority]** may utilize the inspection reports of the owner of a stormwater management facility as part of an inspection program established in subsection B of this section if the inspection is conducted by a person who is licensed as a professional engineer, architect, landscape architect, or land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1; a person who works under the direction and oversight of the licensed professional engineer, architect, landscape architect, or land surveyor; or a person who holds an appropriate certificate of competence from the department.

- E. If a recorded instrument is not required pursuant to 9VAC25-875-130, **[VESMP authority]** shall develop a strategy for addressing maintenance of stormwater management facilities designed to treat stormwater runoff primarily from an individual residential lot on which they are located. Such a strategy may include periodic inspections, homeowner outreach and education, or other method targeted at promoting the long-term maintenance of such facilities. Such facilities shall not be subject to the requirement for an inspection to be conducted by **[VESMP authority]**.

Section 5.4. HEARINGS

- A. Any permit applicant or permittee, or person subject to the requirements of this ordinance, aggrieved by any action of the **[Locality]** taken without a formal hearing, or by inaction of the **[Locality]**, may demand in writing a formal hearing by the **[Local governing or appeals body]** causing such grievance, provided a petition requesting such hearing is filed with the **[locally designated administrator]** within 30 days after notice of such action is given by the Administrator.
- B. The hearings held under this Section shall be conducted by the **[local governing or appeals body]** at a regular or special meeting of the **[local governing or appeals body]**, or by at least one member of the **[local governing or appeals body]** designated by the **[local governing or appeals body]** to conduct such hearings on behalf of the **[local governing or appeals body]** at any other time and place authorized by the **[local governing or appeals body]**.
- C. A verbatim record of the proceedings of such hearings shall be taken and filed with the **[local governing or appeals body]**. Depositions may be taken and read as in actions at law.
- D. The **[local governing or appeals body]** or its designated member, as the case may be, shall have power to issue subpoenas and subpoenas duces tecum, and at the request of any party shall issue such subpoenas. The failure of a witness without legal excuse to appear or to testify or to produce documents shall be acted upon by the local governing body, or its designated member, whose action may include the procurement of an order of enforcement from the circuit court. Witnesses who are subpoenaed shall receive the same fees and reimbursement for mileage as in civil actions.

Section 5.5. APPEALS.

[NOTE: The locality shall adopt an appeals procedure. This procedure should be appropriate for the erosion and stormwater management ordinance provisions and be consistent with the limitations within § 10.1-603.13 of Chapter 6 of Title 10.1 of the Code of Virginia.]

Section 5.6. RIGHT OF ENTRY.

- A. **[VESMP authority]** or any duly authorized agent thereof may, at reasonable times and under reasonable circumstances, enter any establishment or upon any property, public or private, for the purpose of obtaining information or conducting surveys or investigations necessary in the enforcement of the provisions of this ordinance.
- B. In accordance with a performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement, **[VESMP authority]** may also enter any establishment or upon any property, public or private, for the purpose of initiating or maintaining appropriate actions that are required by conditions imposed by **[VESMP authority]** on a land-disturbing activity when an owner, after proper notice, has failed to take acceptable action within the time specified.

Section 5.7. ENFORCEMENT

- A. If the **[locally designated administrator]** determines that there is a failure to comply with the permit conditions or determines there is an unauthorized discharge, notice shall be served upon the permittee or person responsible for carrying out the permit conditions by any of the following: verbal warnings and inspection reports, notices of corrective action, consent special orders, and notices to comply. Written notices shall be served by registered or certified mail to the address specified in the permit application or by delivery at the site of the development activities to the agent or employee supervising such activities.
 1. The notice shall specify the measures needed to comply with the permit conditions and shall specify the time within which such measures shall be completed. Upon failure to comply within the time specified, a stop work order may be issued in accordance with Subsection 2 or the permit may be revoked by the Administrator.
 2. If a permittee fails to comply with a notice issued in accordance with this Section within the time specified, the **[locally designated administrator]** may issue an order requiring the owner, permittee, person responsible for carrying out an approved plan, or the person conducting the land-disturbing activities without an approved plan or required permit to cease all land-disturbing activities until the violation of the permit has ceased, or an approved plan and required permits are obtained, and specified corrective measures have been completed.

Such orders shall be issued in accordance with [refer to local procedures]. Such orders shall become effective upon service on the person by certified mail, return receipt requested, sent to his address specified in the land records of the locality, or by personal delivery by an agent of the Administrator. However, if the **[locally designated administrator]** finds that any such violation is grossly affecting or presents an imminent and substantial danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth or otherwise substantially impacting water quality, it may issue, without advance notice

- or hearing, an emergency order directing such person to cease immediately all land-disturbing activities on the site and shall provide an opportunity for a hearing, after reasonable notice as to the time and place thereof, to such person, to affirm, modify, amend, or cancel such emergency order. If a person who has been issued an order is not complying with the terms thereof, the **[locally designated administrator]** may institute a proceeding for an injunction, mandamus, or other appropriate remedy in accordance with Subsection 5.7.C.
- B. In addition to any other remedy provided by this Ordinance, if the **[locally designated administrator]** or his designee determines that there is a failure to comply with the provisions of this Ordinance, they may initiate such informal and/or formal administrative enforcement procedures in a manner that is consistent with [reference local public facilities/engineering manual and/or specific policy].
- C. Any person violating or failing, neglecting, or refusing to obey any rule, regulation, ordinance, order, approved standard or specification, or any permit condition issued by the **[locally designated administrator]** may be compelled in a proceeding instituted in **[insert appropriate local court]** by the **[Locality]** to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.
- D. Any person violating or failing, neglecting, or refusing to obey any rule, regulation, ordinance, order, approved standard or specification, or any permit condition issued by the **[locally designated administrator]** may be compelled in a proceeding instituted in **[insert appropriate local court]** by the Locality to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.
1. Violations for which a penalty may be imposed under this Subsection shall include but not be limited to the following:
 - i. No state permit registration;
 - ii. No SWPPP;
 - iii. Incomplete SWPPP;
 - iv. SWPPP not available for review;
 - v. No approved erosion and sediment control plan;
 - vi. Failure to install stormwater BMPs or erosion and sediment controls;
 - vii. Stormwater BMPs or erosion and sediment controls improperly installed or maintained;
 - viii. Operational deficiencies;

- ix. Failure to conduct required inspections;
 - x. Incomplete, improper, or missed inspections; and
 - xi. Discharges not in compliance with the requirements of 9VAC25-880-70.
2. The **[locally designated administrator]** may issue a summons for collection of the civil penalty and the action may be prosecuted in the appropriate court.
 3. In imposing a civil penalty pursuant to this Subsection, the court may consider the degree of harm caused by the violation and also the economic benefit to the violator from noncompliance.
 4. Any civil penalties assessed by a court as a result of a summons issued by the **[Locality]** shall be paid into the treasury of the **[Locality]** to be used for the purpose of minimizing, preventing, managing, or mitigating pollution of the waters of the locality and abating environmental pollution therein in such manner as the court may, by order, direct.
- E. Notwithstanding any other civil or equitable remedy provided by this ordinance or by law, any person who willfully or negligently violates any provision of this ordinance, any order of the Administrator, any condition of a permit, or any order of a court shall, be guilty of a misdemeanor punishable by confinement in jail for not more than 12 months or a fine of not less than \$2,500 nor more than \$32,500, or both.

Section 5.8. FEES *[INCLUSION OF FEES IN THE ORDINANCE IS OPTIONAL]*

- A. Fees to cover costs associated with implementation of a VESMP related to land disturbing activities and issuance of general permit coverage and VESMP authority permits shall be imposed in accordance with Table 1. **[NOTE: Such fee attributes include the costs associated with plan review, VESMP registration statement review, permit issuance, state-coverage verification, inspections, reporting, and compliance activities associated with land-disturbing activities as well as state program oversight costs.]** When a site or sites has been purchased for development within a previously permitted common plan of development or sale, the applicant shall be subject to fees (“total fee to be paid by applicant” column) in accordance with the disturbed acreage of their site or sites according to Table 1.

Table 1: Fees for permit issuance

Fee type	Total fee to be paid by applicant (includes both VESMP authority and department portions where	Department portion of “total fee to be paid by applicant” (based on 28% of total fee paid*)
Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; sites within designated areas of Chesapeake Bay Act localities with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre)	\$290	\$0
General / Stormwater Management - Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre.)	\$290	\$81
General / Stormwater Management - Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 1 acre and less than 5 Acres)	\$2,700	\$756
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$3,400	\$952
General / Stormwater Management – Large Construction Activity/Land Clearing [Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres]	\$4,500	\$1,260
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$6,100	\$1,708
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 100 acres)	\$9,600	\$2,688

* If the project is completely administered by the department such as may be the case for a state or federal project or projects covered by individual permits, the entire applicant fee shall be paid to the department.

- B. Fees for the modification or transfer of registration statements from the general permit issued by the department shall be imposed in accordance with Table 2. If the general permit modifications result in changes to stormwater management plans that require additional review by [Locality], such reviews shall be subject to the fees set out in Table 2. The fee assessed shall be based on the total disturbed acreage of the site. In addition to the general permit modification fee, modifications resulting in an increase in total disturbed acreage shall pay the difference in the initial permit fee paid and the permit fee that would have applied for the total disturbed acreage in Table 1.

Table 2: Fees for the modification or transfer of registration statements for the General Permit for Discharges of Stormwater from Construction Activities

Type of Permit	Fee Amount
General / Stormwater Management – Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$20
General / Stormwater Management – Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 1 and less than 5 acres)	\$200
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$250
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$300
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$450
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 100 acres)	\$700

- C. The following annual permit maintenance shall be imposed in accordance with Table 3, including fees imposed on expired permits that have been administratively continued. With respect to the general permit, these fees shall apply until the permit coverage is terminated. **[NOTE: Fees specified in this Subsection go to the locality.]**

Table 3: Permit Maintenance Fees

Type of Permit	Fee Amount
Chesapeake Bay Preservation Act Land-Disturbing Activity (not subject to General Permit coverage; sites within designated areas of Chesapeake Bay Act localities with land-disturbance acreage equal to or greater than 2,500 square feet and less than 1 acre)	\$50
General / Stormwater Management – Small Construction Activity/Land Clearing (Areas within common plans of development or sale with land disturbance acreage less than 1 acre)	\$50
General / Stormwater Management – Small Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance equal to or greater than 1 acre and less than 5 acres)	\$400
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 5 acres and less than 10 acres)	\$500
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 10 acres and less than 50 acres)	\$650
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater than 50 acres and less than 100 acres)	\$900
General / Stormwater Management – Large Construction Activity/Land Clearing (Sites or areas within common plans of development or sale with land disturbance acreage equal to or greater 100 acres)	\$1,400

General permit coverage maintenance fees shall be paid annually to the **[Locality]**, by the anniversary date of general permit coverage. No permit will be reissued or automatically continued without payment of the required fee. General permit coverage maintenance fees shall be applied until a Notice of Termination is effective.

D. The fees set forth in Subsections A through C of this section, shall apply to:

1. All persons seeking coverage under the general permit.
2. All permittees who request modifications to or transfers of their existing registration statement for coverage under a general permit.
3. Persons whose coverage under the general permit has been revoked shall apply to the department for an Individual Permit for Discharges of Stormwater From Construction Activities.

- E. Permit and permit coverage maintenance fees outlined under Section 5.8 may apply to each general permit holder.
- F. No general permit application fees will be assessed to:
 - 1. Permittees who request minor modifications to general permits as defined in Section 1.2 of this ordinance. Permit modifications at the request of the permittee resulting in changes to stormwater management plans that require additional review by the **[locally designated administrator]** shall not be exempt pursuant to this Section.
 - 2. Permittees whose general permits are modified or amended at the initiative of the department, excluding errors in the registration statement identified by the **[locally designated administrator]** or errors related to the acreage of the site.
- G. All incomplete payments will be deemed as nonpayments, and the applicant shall be notified of any incomplete payments. Interest may be charged for late payments at the underpayment rate set forth in §58.1-15 of the Code of Virginia and is calculated on a monthly basis at the applicable periodic rate. A 10% late payment fee shall be charged to any delinquent (over 90 days past due) account. The **[Locality]** shall be entitled to all remedies available under the Code of Virginia in collecting any past due amount.

Section 5.9. Performance Bond (4VAC50-60-104.D and Code § 603.8(A)) [Optional]

- A. Prior to issuance of any permit, the applicant shall be required to submit a reasonable performance bond with surety, cash escrow, letter of credit, any combination thereof, or such other legal arrangement acceptable to the **[Locality]** Attorney, to ensure that measures could be taken by the **[Locality]** at the applicant's expense should he fail, after proper notice, within the time specified to initiate or maintain appropriate actions which may be required of him by the permit conditions as a result of his land disturbing activity. If the **[Locality]** takes such action upon such failure by the applicant, the **[Locality]** may collect from the applicant for the difference should the amount of the reasonable cost of such action exceed the amount of the security held, if any. Within 60 days of the completion of the requirements of the permit conditions, such bond, cash escrow, letter of credit or other legal arrangement, or the unexpended or unobligated portion thereof, shall be refunded to the applicant or terminated.

ATTACHMENT B

VIRGINIA EROSION AND SEDIMENT CONTROL PROGRAM

MODEL ORDINANCE

This model ordinance is intended for any locality that has chosen not to establish a Virginia Erosion and Stormwater Management Program (VESMP) pursuant to subdivision B 3 of § 62.1-44.15:27 of the Code of Virginia. These localities are required to administer a Virginia Erosion and Sediment Control Program (VESCP) for land disturbing activity that (i) disturbs 10,000 square feet or more or (ii) disturbs 2,500 square feet or more in an area of a locality designated as a Chesapeake Bay Preservation Area pursuant to the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq. of the Code of Virginia). For such a land-disturbing activity in a Chesapeake Bay Preservation Area, the **[VESCP authority]** also shall adopt requirements set forth in the Virginia Erosion and Stormwater Management Act and attendant regulations as required to regulate those activities in accordance with §§ 62.1-44.15:28 and 62.1-44.15:34 of the Code of Virginia.

Section 1.1. TITLE, PURPOSE, AND AUTHORITY

- A. This ordinance shall be known as the ‘Erosion and Sediment Control Ordinance of **[locality]**.’ The purpose of this ordinance is to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources of the **[locality]** by establishing requirements for the effective control of soil erosion, sediment deposition and non-agricultural runoff and by establishing procedures whereby these requirements shall be administered and enforced.
- B. This ordinance is authorized by § 62.1-44.15:54 of the Code of Virginia.

Section 1.2. DEFINITIONS

The following words and terms, when used in this ordinance, shall have the following meanings, unless the context clearly indicates otherwise.

[OPTIONAL – ONLY INCLUDE IF LOCALITY WILL EXECUTE AN AGREEMENT IN LIEU] "Agreement in lieu of a plan" means a contract between the **[VESCP authority]** and the owner that specifies conservation measures that must be implemented to comply with the requirements of this ordinance for the construction of a (i) single-family detached residential structure or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent; this contract may be executed by the **[VESCP authority]** in lieu of formal site plan.

"Applicant" means any person submitting an erosion and sediment control plan for approval in order to obtain authorization for land-disturbing activities to commence.

"Board" means the State Water Control Board.

"Certified inspector for ESC" means an employee or agent of the VESCP authority who (i) holds a certificate of competence from the department in the area of project inspection or (ii) is enrolled in the department's training program for project inspection and successfully completes such program within one year after enrollment.

"Certified plan reviewer for ESC" means an employee or agent of the VESCP authority who (i) holds a certificate of competence from the department in the area of plan review, (ii) is enrolled in the department's training program for plan review and successfully completes such program within one year after enrollment, or (iii) is licensed as a professional engineer, architect, landscape architect, land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 of the Code of Virginia, or professional soil scientist as defined in § 54.1-2200.

"Certified program administrator for ESC" means an employee or agent of the VESCP authority who holds a certification from the department in the classification of program administrator or (ii) is enrolled in the department's training program for program administration and successfully completes such program within one year after enrollment.

[INCLUDE ONLY IF THE LOCALITY IS IN A CBPA] "Chesapeake Bay Preservation Act" means Article 2.5 (§ 62.1-44.15:67 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia.

[INCLUDE ONLY IF THE LOCALITY IS IN A CBPA] "Chesapeake Bay Preservation Area" means any land designated by a local government pursuant to Part III (9VAC25-830-70 et seq.) of the Chesapeake Bay Preservation Area Designation and Management Regulations and § 62.1-44.15:74 of the Code of Virginia. A Chesapeake Bay Preservation Area shall consist of a Resource Protection Area and a Resource Management Area as defined in the Chesapeake Bay Preservation Area Designation and Management Regulations (9VAC25-830).

"City" means the City of **[locality]**. **(If applicable.)**

"Clearing" means any activity which removes the vegetative ground cover including, root mat removal or topsoil removal. **(Optional or local definition may be used.)**

"County" means the County of **[locality]**. **(If applicable.)**

"Department" means the Virginia Department of Environmental Quality.

"District" or "Soil and Water Conservation District" refers to the **[name of district]** Soil and Water Conservation District. **(If applicable.)**

"Erosion and sediment control plan" or "plan" means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives.

"Erosion impact area" means an area of land that is not associated with a current land-disturbing activity but is subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes [or to shorelines where the erosion results from wave action or other coastal processes.] **(Include shoreline reference, if applicable.)**

[OPTIONAL – ONLY INCLUDE IF LOCALITY WILL EXECUTE AN AGREEMENT IN LIEU] "Farm building or structure" means the same as that term is defined in § 36-97 of the Code of Virginia and also includes any building or structure used for agritourism activity, as defined in § 3.2-6400, and any related impervious surfaces including roads, driveways, and parking areas.

"Excavating" means any digging, scooping or other methods of removing earth materials. **(Optional or local definition.)**

"Filling" means any depositing or stockpiling of earth materials. **(Optional or local definition.)**

"Grading" means any excavating or filling of earth material or any combination thereof, including the land in its excavated or filled conditions. **(Optional or local definition.)**

"Land disturbance" or "land-disturbing activity" means a man-made change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics, including the clearing, grading, excavating, transporting, and filling of land.

"Land-disturbing permit or approval" means a permit or an approval allowing a land-disturbing activity to commence issued by [VESCP authority] after the requirements of § 62.1-44.15:55 of the Code of Virginia have been met. **(Optional or local definition.)**

"Natural channel design concepts" means the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

"Owner" means the same as provided in § 62.1-44.3 of the Code of Virginia. For a land-disturbing activity that is regulated under Article 2.4 (§ 62.1-44.15:51 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia and this ordinance, "owner" also includes the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm, or corporation in control of a property.

"Peak flow rate" means the maximum instantaneous flow from a prescribed design storm at a particular location.

"Percent impervious" means the impervious area within the site divided by the area of the site multiplied by 100.

"Permittee" means the person to whom the permit is issued.

"Person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town, or other political subdivision of the Commonwealth, governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.

"Responsible Land Disturber" or "RLD" means an individual holding a certificate issued by the department who is responsible for carrying out the land-disturbing activity in accordance with the approved erosion and sediment control plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the erosion and sediment control plan or permit as defined in the Virginia Erosion

and Stormwater Management Regulation (9VAC25-875) as a prerequisite for engaging in land disturbance. The RLD must be designated on the erosion and sediment control plan or permit as defined in this ordinance as a prerequisite for engaging in land disturbance.

"Runoff volume" means the volume of water that runs off the land development project from a prescribed storm event.

"Single-family detached residential structure" means a noncommercial dwelling that is occupied exclusively by one family.

"State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands.

"Transporting" means any moving of earth materials from one place to another place other than such movement incidental to grading, when such movement results in destroying the vegetative ground cover either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over which such transporting occurs. **(Optional or local definition.)**

"Town" means the incorporated town of **[locality]**. **(If applicable.)**

"Virginia Erosion and Sediment Control Program" or "VESCP" means a program approved by the department that is established by a VESCP authority for the effective control of soil erosion, sediment deposition, and nonagricultural runoff associated with a land-disturbing activity to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources and shall include such items where applicable as local ordinances, rules, policies and guidelines, technical materials, and requirements for plan review, inspection, and evaluation consistent with the requirements of the Erosion and Sediment Control Law (ESCL).

"Virginia Erosion and Sediment Control Program authority" or "VESCP authority," for purposes of this ordinance means **[locality]** that has been approved by the department to operate a Virginia Erosion and Sediment Control Program in accordance with Article 2.4 (§ 62.1-44.15:51 et seq.) of Chapter 3.1, the State Water Control Law, of Title 62.1 of the Code of Virginia.

"VESCP plan-approving authority" means the [local department or position title in locality] responsible for determining the adequacy of a plan submitted for land-disturbing activities on a unit or units of lands and for approving plans.

"VPDES Permit" means a General VPDES (Virginia Pollutant Discharge Elimination System) Permit for Discharges of Stormwater from Construction Activities, 9VAC25-880, issued by the department pursuant to § 62.1-44.15 of the Code of Virginia for stormwater discharges from a land-disturbing activity. **(Optional or local definition.)**

Section 1.3. LOCAL EROSION AND SEDIMENT CONTROL PROGRAM

Pursuant to § 62.1-44.15:54 of the Code of Virginia, the **[VESCP authority]** hereby establishes a Virginia Erosion and Sediment Control Program (VESCP) and adopts the regulations promulgated by the Board (for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources) **[The following additional text is optional at the discretion of the VESCP authority:**

and the Virginian Stormwater Management Handbook]. In accordance with § 62.1-44.15:52 of the Code of Virginia, any plan approved prior to July 1, 2014 that provides for stormwater management that addresses any flow rate capacity and velocity requirements for natural or man-made channels shall satisfy the flow rate capacity and velocity requirements for natural or man-made channels if the practices are designed to (i) detain the water quality volume and to release it over 48 hours; (ii) detain and release over a 24-hour period the expected rainfall resulting from the one year, 24-hour storm; and (iii) reduce the allowable peak flow rate resulting from the 1.5, 2, and 10-year, 24-hour storms to a level that is less than or equal to the peak flow rate from the site assuming it was in a good forested condition, achieved through multiplication of the forested peak flow rate by a reduction factor that is equal to the runoff volume from the site when it was in a good forested condition divided by the runoff volume from the site in its proposed condition, and shall be exempt from any flow rate capacity and velocity requirements for natural or man-made channels.

- A. For plans approved on and after July 1, 2014, the flow rate capacity and velocity requirements for natural and man-made channels shall be satisfied by compliance with water quantity requirements specified 9VAC25-875-600, unless such land-disturbing activities are in accordance with the grandfathering provisions of 9VAC25-875-490.
- B. Pursuant to § 62.1-44.15:53 of the Code of Virginia, an erosion control plan shall not be approved until it is reviewed by a certified plan reviewer for ESC. Inspections of land-disturbing activities shall be conducted by a certified inspector for ESC. The Erosion and Sediment Control Program of [locality] shall contain a certified program administrator for ESC, a certified plan reviewer for ESC, and a certified inspector for ESC (who may be the same person.)
- C. The [locality] hereby designates [department or position title] as the VESCP plan-approving authority.
- D. The program and regulations provided for in this ordinance shall be made available for public inspection at the office of the [department or position title].

Section 1.4. REGULATED LAND-DISTURBING ACTIVITIES

- A. Land-disturbing activities that meet one of the criteria below are regulated as follows:
 - 1. [Land-disturbing activity that disturbs [10,000] [smaller area specified by the locality] square feet or more, is less than one acre, not in an area of a locality designated as a Chesapeake Bay Preservation Area, and not part of a common plan of development or sale, is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) of Part V of the Virginia Erosion and Stormwater Management Regulation (Regulation).]
 - 2. Land-disturbing activity that disturbs [2,500] [smaller area specified by the locality] square feet or more, is less than one acre, and in an area of a locality designated as a Chesapeake Bay Preservation Area is subject to criteria defined in Article 2 (9VAC25-875-540 et seq.) and Article 3 (9VAC25-875-570 et seq.) of Part V unless Article 4 (9VAC25-875-670 et seq.) of Part V of the Regulation is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.]

Section 1.5. ACTIVITIES NOT REQUIRED TO COMPLY WITH THE ESCL

- A. Notwithstanding any other provisions of the Erosion and Sediment Control Law for Localities Not Administering a Virginia Erosion and Stormwater Management Program (ESCL), the following activities are not required to comply with the ESCL unless otherwise required by federal law:
1. Disturbance of a land area of less than 10,000 [smaller area specified by the locality] square feet in size [USE ONLY IF LOCALITY HAS DESIGNATED CBPA -or less than 2,500 [smaller area specified by the locality] square feet in an area designated as a Chesapeake Bay Preservation Area pursuant to the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq. of the Code of Virginia)];
 2. Minor land-disturbing activities such as home gardens and individual home landscaping, repairs, and maintenance work;
 3. Installation, maintenance, or repair of any individual service connection;
 4. Installation, maintenance, or repair of any underground utility line when such activity occurs on an existing hard surfaced road, street, or sidewalk, provided the land-disturbing activity is confined to the area of the road, street, or sidewalk that is hard surfaced;
 5. Installation, maintenance, or repair of any septic tank line or drainage field unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;
 6. Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Title 45.2 of the Code of Virginia;
 7. Clearing of lands specifically for bona fide agricultural purposes; the management, tilling, planting, or harvesting of agricultural, horticultural, or forest crops; livestock feedlot operations; agricultural engineering operations, including construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; or as additionally set forth by the board in regulations. However, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 (§ 10.1-1100 et seq.) of Title 10.1 of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in subsection B of § 10.1-1163 of the Code of Virginia;
 8. Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;

9. Shoreline erosion control projects on tidal waters when all of the land-disturbing activities are within the regulatory authority of and approved by local wetlands boards, the Virginia Marine Resources Commission, or the United States Army Corps of Engineers; however, any associated land that is disturbed outside of this exempted area shall remain subject to the ESCL and the regulations adopted pursuant thereto;
10. Land-disturbing activities in response to a public emergency where the related work requires immediate authorization to avoid imminent endangerment to human health or the environment. In such situations, the VESCP authority shall be advised of the disturbance within seven days of commencing the land-disturbing activity, and compliance with the administrative requirements of subsections 1.6, 1.7 and 1.8 of this ordinance are required within 30 days of commencing the land-disturbing activity;
11. Discharges to a sanitary sewer or a combined sewer system that are not from a land-disturbing activity; and
12. Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company.

Section 1.6. SUBMISSION AND APPROVAL OF PLANS; CONTENTS OF PLANS

- A. Except as provided herein, no person may engage in any regulated land-disturbing activity until he or she has submitted to the **[VESCP authority]** an erosion and sediment control plan for the regulated land-disturbing activity and such plan has been approved by the **[VESCP authority]**. No approval to begin a land disturbing activity will be issued unless evidence of VPDES permit coverage is obtained where it is required.
[OPTIONAL – USE IF LOCALITY ACCEPTS AGREEMENT IN LIEU Where the land-disturbing activity results from the construction of a (i) single-family detached residential structure or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent, an agreement in lieu of a plan may be substituted for an erosion and sediment control plan if executed by the VESCP plan-approving authority.]
- B. The standards contained within the "Virginia Erosion and Stormwater Management Regulation (9VAC25-875)" [optional to include: the Virginia Stormwater Management Handbook, as amended] and **[any local handbook or publication]** are to be used by the applicant when making a submittal under the provisions of this ordinance and in the preparation of an erosion and sediment control plan. The VESCP plan-approving authority, in considering the adequacy of a submitted plan, shall be guided by the same standards, regulations and guidelines. When the standards vary between the publications, the Virginia Erosion and Stormwater Management Regulation shall take precedence.
- C. The VESCP plan-approving authority shall review erosion and sediment control plans submitted to it and grant written approval within 60 days of the receipt of the plan if it

determines that the plan meets the requirements of the Erosion and Sediment Control Law for Localities not Administering a Virginia Erosion and Stormwater Management Program and 9VAC25-875, and if the person responsible for carrying out the plan certifies that he or she will properly perform the erosion and sediment control measures included in the plan and will comply with the provisions of this ordinance. In addition, as a prerequisite to engaging in the land-disturbing activities shown on the approved plan, the person responsible for carrying out the plan shall provide the name of the responsible land disturber to the VЕСP authority, as required by 9VAC25-875-300 and 9VAC25-875-550, who will be in charge of and responsible for carrying out the land-disturbing activity. Failure to provide the name of the responsible land disturber, prior to engaging in land-disturbing activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this ordinance.

[The following additional text is optional at the discretion of the VЕСP authority:

However, the VЕСP plan-approving authority may waive the Responsible Land Disturber certificate requirement for an agreement in lieu of a plan for construction of a single-family detached residential structure. If a violation occurs during the land-disturbing activity associated with the construction of the single-family detached residential structure, then the person responsible for carrying out the agreement in lieu of a plan shall correct the violation and provide the name of the responsible land disturber to the VЕСP authority. Failure to provide the name of the responsible land disturber shall be a violation of this ordinance. End of optional text.]

- D. When the plan is determined to be inadequate, written notice of disapproval stating the specific reasons for disapproval shall be communicated to the applicant within 45 days. The notice shall specify such modifications, terms and conditions that will permit approval of the plan. If no action is taken within 45 days, the plan shall be deemed approved and the person authorized to proceed with the proposed activity.
- E. The **[VЕСP authority]** shall act on any erosion and sediment control plan that has been previously disapproved within 45 days after the plan has been revised, resubmitted for approval, and deemed adequate.
- F. The **[VЕСP authority]** may require changes to an approved plan when:
 - 1. The inspection reveals that the plan is inadequate to satisfy applicable regulations; or
 - 2. The person responsible for carrying out the plan finds that because of changed circumstances or for other reasons the approved plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of this ordinance, are agreed to by the VЕСP plan-approving authority and the person responsible for carrying out the plans.
- G. Variances: The VЕСP plan-approving authority may waive or modify any of the standards that are deemed to be inappropriate or too restrictive for site conditions, by granting a variance. A variance may be granted under these conditions:

1. At the time of plan submission, an applicant may request a variance to become part of the approved erosion and sediment control plan. The applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the VESCP plan-approving authority shall be documented in the plan.
 2. During construction, the person responsible for implementing the approved plan may request a variance in writing from the VESCP plan-approving authority. The VESCP plan-approving authority shall respond in writing either approving or disapproving such a request. If the VESCP plan-approving authority does not approve a variance within 10 days of receipt of the request, the request shall be considered to be disapproved. Following disapproval, the applicant may resubmit a variance request with additional documentation.
 3. The **[VESCP authority]** shall consider variance requests judiciously, keeping in mind both the need of the applicant to maximize cost effectiveness and the need to protect off-site properties and resources from damage.
- H. In order to prevent further erosion, the **[locality]** may require approval of a plan for any land identified in the local program as an erosion impact area.
- I. When a land-disturbing activity will be required of a contractor performing construction work pursuant to a construction contract, the preparation, submission, and approval of an erosion and sediment control plan shall be the responsibility of the owner.
- J. As an alternative to submitting soil erosion control and stormwater management plans pursuant to § 62.1-44.15:34 of the Code of Virginia to the **[VESCP authority]**, any person engaging in more than one jurisdiction in the creation and operation of a wetland mitigation or stream restoration bank that has been approved and is operated in accordance with applicable federal and state guidance, laws, or regulations for the establishment, use, and operation of (i) a wetlands mitigation or stream restoration bank, pursuant to a mitigation banking instrument signed by the Department, the Marine Resources Commission, or the U.S. Army Corps of Engineers, or (ii) a stream restoration project for purposes of reducing nutrients or sediment entering state waters may submit standards and specifications for Department approval that describe how land-disturbing activities shall be conducted.

Section 1.7. EROSION AND SEDIMENT CONTROL PLAN; CONTENTS OF PLANS

- A. An erosion and sediment control plan shall be filed for a development and the buildings constructed within, regardless of the phasing of construction. The erosion and sediment control plan shall be consistent with the criteria, techniques, and methods in 9VAC25-875-560. The erosion and sediment control plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives in 9VAC25-875-560. The erosion and sediment control plan may include:

1. Appropriate maps;
 2. An appropriate soil and water plan inventory and management information with needed interpretations; and
 3. A record of decisions contributing to conservation treatment.
- B. The person responsible for carrying out the plan shall provide the name of an individual holding a certificate who will be in charge of and responsible for carrying out the land-disturbing activity to the VESMP authority. [Note: The VESMP authority may waive the Responsible Land Disturber certificate requirement for an agreement in lieu of a plan in accordance with § 62.1-44.15:34 or § 62.1-44.15:55 of the Code of Virginia.]
- C. If individual lots or sections in a residential development are being developed by different property owners, all land-disturbing activities related to the building construction shall be covered by an erosion and sediment control plan **[OPTIONAL IF LOCALITY ACCEPTS AN AGREEMENT IN LIEU: or an "Agreement in Lieu of a Plan" signed by the property owner]**.
- D. Land-disturbing activity of less than 10,000 square feet on individual lots in a residential development shall not be considered exempt from the provisions of the VESMA, ESCL, or this ordinance if the total land-disturbing activity in the development is equal to or greater than 10,000 square feet.

Section 1.8. PERMITS; FEES; SECURITY FOR PERFORMANCE

- A. Agencies authorized under any other law to issue grading, building, or other permits for activities involving land-disturbing activities shall not issue any such permit unless the applicant submits with his application an approved erosion and sediment control plan, certification that the plan will be followed and evidence of VPDES permit coverage where it is required.
- B. No person may engage in any land-disturbing activity until he or she has acquired a land-disturbing permit (unless the proposed land-disturbing activity is specifically exempt from the provisions of this ordinance), has paid the fees and has posted the required bond.
- C. An administrative fee of **[amount, fee schedule, or reference to local ordinance]** shall be paid to **[locality]** at the time of submission of the erosion and sediment control plan.
- D. No land-disturbing permit shall be issued until the applicant submits with his or her application an approved erosion and sediment control plan [or agreement in lieu of an approved erosion and sediment control plan] and certification that the plan will be followed.

- E. *The following additional text is optional at the discretion of the VESCP authority: All applicants for permits shall provide to the [locality] a performance bond with surety, cash escrow, or an irrevocable letter of credit acceptable to the [position title], to ensure that measures could be taken by the [locality] at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of him or her by the approved plan as a result of his land-disturbing activity.*

The amount of the bond or other security for performance shall not exceed the total of the estimated cost to initiate and maintain appropriate conservation action based on unit price for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs and inflation which shall not exceed twenty-five percent of the cost of the conservation action. Should it be necessary for the [locality] to take such conservation action, the [locality] may collect from the applicant any costs in excess of the amount of the surety held. Within sixty (60) days of adequate stabilization, as determined by [department or position title] in any project or section of a project, such bond, cash escrow or letter of credit, or the unexpended or unobligated portion thereof, shall be either refunded to the applicant or terminated, based upon the percentage of stabilization accomplished in the project or project section. These requirements are in addition to all other provisions relating to the issuance of permits and are not intended to otherwise affect the requirements for such permits. [End of optional language.]

Section 1.9. MONITORING, REPORTS, AND INSPECTIONS

- A. The responsible land disturber, as provided by § 62.1-44.15:52, shall be in charge of and responsible for carrying out the land-disturbing activity and provide for periodic inspections of the land-disturbing activity. The person responsible for carrying out the plan shall monitor the land-disturbing activity. The person responsible for carrying out the plan will maintain records of these inspections and maintenance, to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation.
- B. The [department or position title] shall periodically inspect the land-disturbing activity in accordance with 9VAC25-875-330 to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation. The owner, permittee, or person responsible for carrying out the plan shall be given notice of the inspection and shall such inspection in accordance with § 62.1-44.15:60 and the land-disturbing permit.

If the [position title] determines that there is a failure to comply with the plan, notice to comply may be served upon the permittee or person responsible for carrying out the plan. Such notice shall be served by delivery by facsimile, e-mail, or other technology; by mailing with confirmation of delivery to the address specified in the permit application or in the plan certification, if available, or in the land records of the locality; or by delivery

at the site of the land-disturbing activities to the agent or employee supervising such activities.

The notice to comply shall specify the measures needed to comply with the land-disturbance approval conditions or shall identify the plan approval or land-disturbance approval needed to comply with this article and shall specify a reasonable time within which such measures shall be completed. Upon failure to comply within the specified time, any plan approval or land-disturbance approval may be revoked and the permittee or person responsible for carrying out the plan shall be subject to the penalties provided by this ordinance.

- C. Upon issuance of an inspection report denoting a violation of § 62.1-44.15:55 of the Code of Virginia, the [position title] may, in conjunction with or subsequent to a notice to comply as specified in this ordinance, issue an order requiring that all or part of the land-disturbing activities permitted on the site be stopped until the specified corrective measures have been taken.

If land-disturbing activities have commenced without an approved plan, the [position title] may issue an order requiring that all of the land-disturbing activities be stopped until an approved plan or any required permits are obtained.

Where the alleged noncompliance is causing or is in imminent danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth, or where the land-disturbing activities have commenced without an approved plan, such a stop work order may be issued without regard to whether the alleged violator has been issued a notice to comply as specified in this ordinance. Otherwise, such an order may be issued only after the alleged violator has failed to comply with such a notice to comply.

The stop work order shall be served in the same manner as a notice to comply, and shall remain in effect for a period of seven days from the date of service pending application by the [locality] or permit holder for appropriate relief to the Circuit Court of [locality] [or other appropriate court]. The [locality] shall serve such order for disturbance without an approved plan upon the owner by mailing with confirmation of delivery to the address specified in the land records. The order shall be posted on the site where the disturbance is occurring, and shall remain in effect until permits and plan approvals are secured, except in such situations where an agricultural exemption applies.

If the alleged violator has not obtained an approved plan within seven days from the date of service of the stop work order, the [position title] may issue an order to the owner requiring that all construction and other work on the site, other than corrective measures, be stopped until an approved plan has been obtained. Such an order shall be served upon the owner by mailing with confirmation of delivery to the address specified in the plan or the land records of [locality].

The owner may appeal the issuance of an order to the Circuit Court of **[locality]** **[or other appropriate court]**.

Any person violating or failing, neglecting or refusing to obey an order issued by **[position title]** may be compelled in a proceeding instituted in the Circuit Court of **[locality]** to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.

Upon completion and approval of corrective action or obtaining an approved plan, the order shall immediately be lifted.

Nothing in this section shall prevent the **[position title]** from taking any other action authorized by this ordinance or other applicable laws.

Section 1.10. PENALTIES, INJUNCTIONS, AND OTHER LEGAL ACTIONS

- A. Any person who has violated or failed, neglected, or refused to obey any order, notice, or requirement of the **[VESCP authority]**, any condition of a land-disturbance approval, or any provision of this ordinance shall, upon a finding of the District Court of **[locality]**, be assessed a civil penalty. The civil penalty for any one violation shall be not less than \$100 nor more than \$1,000, except that the civil penalty for commencement of land-disturbing activities without an approved plan shall be \$1,000. Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of \$10,000, except that a series of violations arising from the commencement of land-disturbing activities without an approved plan for any site shall not result in civil penalties which exceed a total of \$10,000.
- B. The **[position title]**, or the owner or property which has sustained damage, or which is in imminent danger of being damaged, may apply to the Circuit Court of **[locality]** to enjoin a violation or a threatened violation of §§ 62.1-44.15:55 or 62.1-44.15:58 of the Code of Virginia, without the necessity of showing that an adequate remedy at law does not exist.

However, an owner of property shall not apply for injunctive relief unless (i) he has notified in writing the person who has violated the local program, and the program authority, that a violation of the local program has caused, or creates a probability of causing, damage to his property, and (ii) neither the person who has violated the local program nor the program authority has taken corrective action within fifteen days to eliminate the conditions which have caused, or create the probability of causing, damage to his property.

- C. In addition to any criminal or civil penalties provided under this ordinance, any person who violates any provision of the Erosion and Sediment Control Law may be liable to **[locality]** in a civil action for damages.
- D. Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting, or refusing to obey any injunction, mandamus or other

remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed \$2,000 for each violation. A civil action for such violation or failure may be brought by the **[locality]**.

Any civil penalties assessed by a court shall be paid into the treasury of **[locality]**, except that where the violator is the locality itself, or its agent, the court shall direct the penalty to be paid into the state treasury.

- E. With the consent of any person who has violated or failed, neglected or refused to obey any regulation or condition of a permit or any provision of this ordinance, or order of the **[VESCP authority]** the **[locality]** may provide for the payment of civil charges for violations in specific sums, not to exceed the limit specified in Subsection D of this section. Such civil charges shall be instead of any appropriate civil penalty which could be imposed under Subsection A or D.
- F. The Commonwealth's Attorney shall, upon request of the **[locality]**, take legal action to enforce the provisions of this ordinance.

Section 1.11. APPEALS AND JUDICIAL REVIEW

- A. Final decisions of the **[locality]** under this ordinance shall be subject to review by the **[authority]** Circuit Court, provided an appeal is filed within 30 days from the date of any written decision adversely affecting the rights, duties, or privileges of the person engaging in or proposing to engage in land-disturbing activities.

ORDINANCE [2024-01]

AN ORDINANCE TO AMEND ARTICLE II, "EROSION AND SEDIMENT CONTROL," OF CHAPTER 14 TITLED "ENVIRONMENT AND NATURAL RESOURCES," OF THE SUSSEX COUNTY CODE, AS AMENDED, TO UPDATE THE COUNTY'S EROSION AND SEDIMENT CONTROL PROGRAM IN ACCORDANCE WITH THE STATE CODE.

WHEREAS, in June 2023, the State Water Control Board approved the repeal of the Erosion and Sediment Control Regulations (9VAC25-840), Erosion and Sediment Control and Stormwater Management Certification Regulations (9VAC25-850), effective July 1, 2024; and

WHEREAS, Chapters 68 and 758 of the 2016 Acts of Assembly became effective July 1, and those Acts, combine stormwater management and erosion and sediment control requirements under the Virginia Erosion and Stormwater Management Act; and

WHEREAS, local ordinances for the administration of a Virginia Erosion and Sediment Control Program need to be updated to reflect both the new laws and regulations; and

WHEREAS, consistent with Section 62.1-44.15:27 of the Code of Virginia, as amended, the DEQ prepared a Virginia Erosion and Sediment Control Program Model Ordinance to assist in the development of the appropriate local ordinance for localities; and

WHEREAS, the Board of Supervisors has determined it is necessary to amend Article II, Chapter 14 of the Sussex County Ordinance to comply with new laws and regulations.

NOW, THEREFORE, BE IT ORDAINED, that the Sussex County Board of Supervisors hereby amends Article II, of Chapter 14, of the Code of the County of Sussex Virginia, as follows:

Chapter 14 – ENVIRONMENTAL AND NATURAL RESOURCES

§1. ARTICLE II. EROSION AND SEDIMENT CONTROL¹

Sec. 14-21. Title, Purpose and Authority.

This article shall be known as the "Erosion and Sediment Control Ordinance of Sussex County, Virginia." ~~The purpose of this ordinance is to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources of the Sussex County by establishing requirements for the effective control of soil erosion, sediment deposition and non-agricultural runoff and by establishing procedures whereby these requirements shall be administered and enforced.~~(Code 1991, § 12-71; Ord. of 7-20-2006),

~~This ordinance is authorized by § 62.1-44.15:54 of the Code of Virginia.~~

¹State law reference(s)—Erosion and Sediment Control Law, Code of Virginia, § 62.1-44.15:51 et seq.

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Deleted: " The purpose of this article is to prevent the degradation of properties, stream channels, waters and other natural resources of the county, by establishing requirements for the control of soil erosion, sediment deposition and nonagricultural runoff and by establishing procedures whereby these requirements shall be administered and enforced. This article is adopted pursuant to Code of Virginia, title 62.1, ch. 3.1, art. 2.4 (Code of Virginia, § 62.1-44.15:51 et seq.) and associated regulations. ¶

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Sec. 14-22. Definitions.

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

"Agreement in lieu of a plan" means a contract between the County of Sussex and the owner that specifies conservation measures that must be implemented to comply with the requirements of this ordinance for the construction of a (i) single-family detached residential structure or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent; this contract may be executed by the Sussex County in lieu of formal site plan.

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Deleted: Agreement in lieu of a plan means a contract between the plan approving authority and the owner that specifies conservation measures that must be implemented in the construction of a single-family residence. This contract may be executed by the plan-approving authority in lieu of a formal site plan. ¶

"Applicant" means any person submitting an erosion and sediment control plan for approval in order to obtain authorization for land-disturbing activities to commence.

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"Board" means the State Water Control Board.

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"Certified inspector for ESC" means an employee or agent of the VESCP authority who (i) holds a certificate of competence from the department in the area of project inspection or (ii) is enrolled in the department's training program for project inspection and successfully completes such program within one year after enrollment.

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"Certified plan reviewer for ESC" means an employee or agent of the VESCP authority who (i) holds a certificate of competence from the department in the area of plan review, (ii) is enrolled in the department's training program for plan review and successfully completes such program within one year after enrollment, or (iii) is licensed as a professional engineer, architect, landscape architect, land surveyor pursuant to Article 1 (§ 54.1-400 et seq.) of Chapter 4 of Title 54.1 of the Code of Virginia, or professional soil scientist as defined in § 54.1-2200.

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"Certified program administrator for ESC" means an employee or agent of the VESCP authority who holds a certification from the department in the classification of program administrator or (ii) is enrolled in the department's training program for program administration and successfully completes such program within one year after enrollment.

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"Clearing" means any activity which removes the vegetative ground cover including, root mat removal or topsoil removal.

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"County" means the County of Sussex.

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"Department" means the Virginia Department of Environmental Quality.

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"District" or "Soil and Water Conservation District" refers to the Chowan Basin Soil and Water Conservation District.

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"Erosion and sediment control plan" or "plan" means a document containing material for the conservation of soil and water resources of a unit or group of units of land. It may include appropriate maps, an appropriate soil and water plan inventory and management information with needed interpretations, and a record of decisions contributing to conservation treatment. The plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives.

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"Erosion impact area" means an area of land that is not associated with a current land-disturbing activity but is subject to persistent soil erosion resulting in the delivery of sediment onto neighboring properties or into state waters. This definition shall not apply to any lot or parcel of land of 10,000 square feet or less used for residential purposes.

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"Farm building or structure" means the same as that term is defined in § 36-97 of the Code of Virginia and also includes any building or structure used for agritourism activity, as defined in § 3.2-6400, and any related impervious surfaces including roads, driveways, and parking areas.

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Recodification codified through Ordinance No. 2023-01, adopted March 16, 2023

"Excavating" means any digging, scooping or other methods of removing earth materials.

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"Filling" means any depositing or stockpiling of earth materials.

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"Grading" means any excavating or filling of earth material or any combination thereof, including the land in its excavated or filled conditions.

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"Land disturbance" or "land-disturbing activity" means a man-made change to the land surface that may result in soil erosion or has the potential to change its runoff characteristics, including the clearing, grading, excavating, transporting, and filling of land.

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"Land-disturbing permit or approval" means a permit or an approval allowing a land-disturbing activity to commence issued by the County of Sussex after the requirements of § 62.1-44.15:55 of the Code of Virginia have been met.

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"Natural channel design concepts" means the utilization of engineering analysis and fluvial geomorphic processes to create, rehabilitate, restore, or stabilize an open conveyance system for the purpose of creating or recreating a stream that conveys its bankfull storm event within its banks and allows larger flows to access its bankfull bench and its floodplain.

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"Owner" means the same as provided in § 62.1-44.3 of the Code of Virginia. For a land-disturbing activity that is regulated under Article 2.4 (§ 62.1-44.15:51 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia and this ordinance, "owner" also includes the owner or owners of the freehold of the premises or lesser estate therein, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, or other person, firm, or corporation in control of a property.

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"Peak flow rate" means the maximum instantaneous flow from a prescribed design storm at a particular location.

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"Percent impervious" means the impervious area within the site divided by the area of the site multiplied by 100.

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"Permittee" means the person to whom the permit is issued.

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"Person" means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, county, city, town, or other political subdivision of the Commonwealth, governmental body, including a federal or state entity as applicable, any interstate body, or any other legal entity.

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"Responsible Land Disturber" or "RLD" means an individual holding a certificate issued by the department who is responsible for carrying out the land-disturbing activity in accordance with the approved erosion and sediment control plan. The RLD may be the owner, applicant, permittee, designer, superintendent, project manager, contractor, or any other project or development team member. The RLD must be designated on the erosion and sediment control plan or permit as defined in the Virginia Erosion Stormwater Management Regulation (9VAC25-875) as a prerequisite for engaging in land disturbance. The RLD must be designated on the erosion and sediment control plan or permit as defined in this ordinance as a prerequisite for engaging in land disturbance.

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"Runoff volume" means the volume of water that runs off the land development project from a prescribed storm event.

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"Single-family detached residential structure" means a noncommercial dwelling that is occupied exclusively by one family.

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"State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands.

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Recodification codified through Ordinance No. 2023-01, adopted March 16, 2023

"Transporting" means any moving of earth materials from one place to another place other than such movement incidental to grading, when such movement results in destroying the vegetative ground cover either by tracking or the buildup of earth materials to the extent that erosion and sedimentation will result from the soil or earth materials over which such transporting occurs.

"Town" means the incorporated Town of Waverly, Wakefield, Stony Creek, or Jarratt.

"Virginia Erosion and Sediment Control Program" or "VESC" means a program approved by the department that is established by a VESCP authority for the effective control of soil erosion, sediment deposition, and nonagricultural runoff associated with a land-disturbing activity to prevent the unreasonable degradation of properties, stream channels, waters, and other natural resources and shall include such items where applicable as local ordinances, rules, policies and guidelines, technical materials, and requirements for plan review, inspection, and evaluation consistent with the requirements of the Erosion and Sediment Control Law (ESCL).

"Virginia Erosion and Sediment Control Program authority" or "VESCP authority," for purposes of this ordinance means The County of Sussex that has been approved by the department to operate a Virginia Erosion and Sediment Control Program in accordance with Article 2.4 (§ 62.1-44.15:51 et seq.) of Chapter 3.1, the State Water Control Law, of Title 62.1 of the Code of Virginia.

"VESCP plan-approving authority" means the Sussex County Planning & Zoning Department responsible for determining the adequacy of a plan submitted for land-disturbing activities on a unit or units of lands and for approving plans.

"VPDES Permit" means a General VPDES (Virginia Pollutant Discharge Elimination System) Permit for Discharges of Stormwater from Construction Activities, 9VAC25-880, issued by the department pursuant to § 62.1-44.15 of the Code of Virginia for stormwater discharges from a land-disturbing activity.

Sec. 14-23. Local Erosion and Sediment Control Program.

(a) Pursuant to § 62.1-44.15:54 of the Code of Virginia, the County of Sussex hereby establishes a Virginia Erosion and Sediment Control Program (VESCP) and adopts the regulations promulgated by the Board (for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources) in accordance with § 62.1-44.15:52 of the Code of Virginia, any plan approved prior to July 1, 2014 that provides for stormwater management that addresses any flow rate capacity and velocity requirements for natural or man-made channels shall satisfy the flow rate capacity and velocity requirements for natural or man-made channels if the practices are designed to (i) detain the water quality volume and to release it over 48 hours; (ii) detain and release over a 24-hour period the expected rainfall resulting from the one year, 24-hour storm; and (iii) reduce the allowable peak flow rate resulting from the 1.5, 2, and 10-year, 24-hour storms to a level that is less than or equal to the peak flow rate from the site assuming it was in a good forested condition, achieved through multiplication of the forested peak flow rate by a reduction factor that is equal to the runoff volume from the site when it was in a good forested condition divided by the runoff volume from the site in its proposed condition, and shall be exempt from any flow rate capacity and velocity requirements for natural or man-made channels.

(1) For plans approved on and after July 1, 2014, the flow rate capacity and velocity requirements for natural and man-made channels shall be satisfied by compliance with water quantity requirements specified 9VAC25-875-600, unless such land-disturbing activities are in accordance with the grandfathering provisions of 9VAC25-875-490.

(2) Pursuant to § 62.1-44.15:53 of the Code of Virginia, an erosion control plan shall not be approved until it is reviewed by a certified plan reviewer for ESC. Inspections of land disturbing activities shall be conducted by a certified inspector for ESC. The Erosion and Sediment Control Program of [locality] shall contain a certified program administrator for ESC, a certified plan reviewer for ESC, and a certified inspector for ESC (who may be the same person.)

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Deleted: Board means the state water control board. ¶

Certified inspector means an employee or agent of a program authority who: ¶

(1) Holds a certificate of competence from the board in the area of the project inspection; or ¶

(2) Is enrolled in the board's training program for a project inspection and successfully completes such program within one year after enrollment. ¶

Certified plan reviewer means an employee or agent of a program authority who: ¶

(1) Holds a certificate of competence from the board in the area of the plan review; ¶

(2) Is enrolled in the board's training program for plan review and successfully completes such program within one year after enrollment; or ¶

(3) Is licensed as a professional engineer, architect, landscape architect, land surveyor pursuant to Code of Virginia, title 54.1, ch. 4, art. 1 (Code of Virginia, § 54.1-400 et seq.) or professional soil scientist as defined in Code of Virginia, § 54.1-2200. ¶

Certified program administrator means an employee or agent of a program authority, as hereinafter defined, who: ¶

(1) Holds a certificate of competence from the board in the area of the program administrator; or ¶

(2) Is enrolled in the board's training program for program administration and successfully completes such program within one year after enrollment. ¶

Clearing means any activity which removes the vegetative ground cover, including, but not limited to, root mat removal or top soil removal. ¶

Department means the state department of environmental quality. ¶

Development means a tract of land developed or to be developed as a single ownership or unified control which (...)

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Recodification codified through Ordinance No. 2023-01, adopted March 16, 2023

- (3) [The County of Sussex hereby designates Sussex County Planning & Zoning Department as the VESCP plan approving authority.](#)
- (4) [The program and regulations provided for in this ordinance shall be made available for public inspection at the office of the Planning & Zoning Department. \(Code 1991, § 12-73; Ord. of 7-20-2006\)](#)

State law reference(s)—Certification of personnel, Code of Virginia, § 62.1-44.15:53.

Section 14-24. Regulated Land-Disturbing Activities

(a) [Land-disturbing activities that meet one of the criteria below are regulated as follows:](#)

- (1) [Land-disturbing activity that disturbs 10,000 square feet or more, is less than one acre, not in an area of a locality designated as a Chesapeake Bay Preservation Area, and not part of a common plan of development or sale, is subject to criteria defined in Article 2 \(9VAC25-875-540 et seq.\) of Part V of the Virginia Erosion and Stormwater Management Regulation \(Regulation\).](#)
- (2) [Land-disturbing activity that disturbs 2,500 square feet or more, is less than one acre, and in an area of a locality designated as a Chesapeake Bay Preservation Area is subject to criteria defined in Article 2 \(9VAC25-875-540 et seq.\) and Article 3 \(9VAC25-875-570 et seq.\) of Part V unless Article 4 \(9VAC25-875-670 et seq\) of Part V of the Regulation is applicable, as determined in accordance with 9VAC25-875-480 and 9VAC25-875-490.](#)

Section 14-25. Activities Not Required To Comply With The Escl

(a) [Notwithstanding any other provisions of the Erosion and Sediment Control Law for Localities Not Administering a Virginia Erosion and Stormwater Management Program \(ESCL\), the following activities are not required to comply with the ESCL unless otherwise required by federal law:](#)

- (1) [Disturbance of a land area of less than 10,000 square feet in size](#)
- (2) [Minor land-disturbing activities such as home gardens and individual home landscaping, repairs, and maintenance work;](#)
- (3) [Installation, maintenance, or repair of any individual service connection;](#)
- (4) [Installation, maintenance, or repair of any underground utility line when such activity occurs on an existing hard surfaced road, street, or sidewalk, provided the land disturbing activity is confined to the area of the road, street, or sidewalk that is hard surfaced;](#)
- (5) [Installation, maintenance, or repair of any septic tank line or drainage field unless included in an overall plan for land-disturbing activity relating to construction of the building to be served by the septic tank system;](#)
- (6) [Permitted surface or deep mining operations and projects, or oil and gas operations and projects conducted pursuant to Title 45.2 of the Code of Virginia;](#)
- (7) [Clearing of lands specifically for bona fide agricultural purposes; the management, tilling, planting, or harvesting of agricultural, horticultural, or forest crops; livestock feedlot operations; agricultural engineering operations, including construction of terraces, terrace outlets, check dams, desilting basins, dikes, ponds, ditches, strip cropping, lister furrowing, contour cultivating, contour furrowing, land drainage, and land irrigation; or as additionally set forth by the board in regulations. However, this exception shall not apply to harvesting of forest crops unless the area on which harvesting occurs is reforested artificially or naturally in accordance with the provisions of Chapter 11 \(§ 10.1-1100 et seq.\) of Title 10.1 of the Code of Virginia or is converted to bona fide agricultural or improved pasture use as described in subsection B of § 10.1-1163 of the Code of Virginia;](#)
- (8) [Installation of fence and sign posts or telephone and electric poles and other kinds of posts or poles;](#)

Deleted: Pursuant to Code of Virginia, § 62.1-44.15:54, the program authority hereby adopts the regulations, references, guidelines, standards and specifications promulgated by the board and any other duly adopted authoritative reference utilized by the board for the effective control of soil erosion and sediment deposition to prevent the unreasonable degradation of properties, stream channels, waters and other natural resources. Said regulations, references, guidelines, standards and specifications for erosion and sediment control are included in, but not limited to, the "Virginia Erosion and Sediment Control Regulations" and the "Virginia Erosion and Sediment Control Handbook," as amended. ¶
 (b) Pursuant to Code of Virginia, §§ 62.1-44.15:53 and 62.1-44.15:55(A), an E&S plan shall not be approved until it is reviewed by a certified plan reviewer. Inspections of land disturbing activities shall be conducted by a certified inspector. The local control program shall contain a certified program administrator, a certified plan reviewer, and a certified inspector, who may be the same person. ¶
 (c) . The program authority hereby designates the county building official or other certified employee or agent, as designated by the county administrator, who meets the applicable certification requirements prescribed by the board, as the plan-approving authority until or unless otherwise designated the county administrator. ¶

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- (9) Shoreline erosion control projects on tidal waters when all of the land-disturbing activities are within the regulatory authority of and approved by local wetlands boards, the Virginia Marine Resources Commission, or the United States Army Corps of Engineers; however, any associated land that is disturbed outside of this exempted area shall remain subject to the ESCL and the regulations adopted pursuant thereto;
- (10) Land-disturbing activities in response to a public emergency where the related work requires immediate authorization to avoid imminent endangerment to human health or the environment. In such situations, the VESCP authority shall be advised of the disturbance within seven days of commencing the land-disturbing activity, and compliance with the administrative requirements of subsections 1.6, 1.7 and 1.8 of this ordinance are required within 30 days of commencing the land-disturbing activity;
- (11) Discharges to a sanitary sewer or a combined sewer system that are not from a land disturbing activity; and
- (12) Repair or rebuilding of the tracks, rights-of-way, bridges, communication facilities, and other related structures and facilities of a railroad company.

Sec. 14-26. Submissions and approval of plans, contents of plan.

- (a) Except as provided herein, no person may engage in any regulated land-disturbing activity until he or she has submitted to the County of Sussex an erosion and sediment control plan for the regulated land-disturbing activity and such plan has been approved by the County of Sussex. No approval to begin a land disturbing activity will be issued unless evidence of VPDES permit coverage is obtained where it is required. Where the land-disturbing activity results from the construction of a (i) single-family detached residential structure or (ii) farm building or structure on a parcel of land with a total impervious cover percentage, including the impervious cover from the farm building or structure to be constructed, of less than five percent, an agreement in lieu of a plan may be substituted for an erosion and sediment control plan if executed by the VESCP plan-approving authority.
- (b) The standards contained within the "Virginia Erosion and Stormwater Management Regulation (9VAC25-875)" and Erosion and Sediment Control Plan Checklist provided by the VESCP authority are to be used by the applicant when making a submittal under the provisions of this ordinance and in the preparation of an erosion and sediment control plan. The VESCP plan-approving authority, in considering the adequacy of a submitted plan, shall be guided by the same standards, regulations and guidelines. When the standards vary between the publications, the Virginia Erosion and Stormwater Management Regulation shall take precedence.
- (c) The VESCP plan-approving authority shall review erosion and sediment control plans submitted to it and grant written approval within 60 days of the receipt of the plan if it determines that the plan meets the requirements of the Erosion and Sediment Control Law for Localities not Administering a Virginia Erosion and Stormwater Management Program and 9VAC25-875, and if the person responsible for carrying out the plan certifies that he or she will properly perform the erosion and sediment control measures included in the plan and will comply with the provisions of this ordinance. In addition, as a prerequisite to engaging in the land-disturbing activities shown on the approved plan, the person responsible for carrying out the plan shall provide the name of the responsible land disturber to the VESCP authority, as required by 9VAC25-875-300 and 9VAC25-875-550, who will be in charge of and responsible for carrying out the land-disturbing activity. Failure to provide the name of the responsible land disturber, prior to engaging in land-disturbing activities may result in revocation of the approval of the plan and the person responsible for carrying out the plan shall be subject to the penalties provided in this ordinance. However, the VESCP plan-approving authority may waive the Responsible Land Disturber certificate requirement for an agreement in lieu of a plan for construction of a single-family detached residential structure. If a violation occurs during the land-disturbing activity associated with the construction of the single-family detached residential structure, then the person responsible for carrying out the agreement in lieu of a plan shall correct the violation and provide the name of

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the responsible land disturber to the VESCP authority. Failure to provide the name of the responsible land disturber shall be a violation of this ordinance.

- (d) When the plan is determined to be inadequate, written notice of disapproval stating the specific reasons for disapproval shall be communicated to the applicant within 45 days. The notice shall specify such modifications, terms and conditions that will permit approval of the plan. If no action is taken within 45 days, the plan shall be deemed approved and the person authorized to proceed with the proposed activity.
- (e) The County of Sussex shall act on any erosion and sediment control plan that has been previously disapproved within 45 days after the plan has been revised, resubmitted for approval, and deemed adequate.
- (f) F. The County of Sussex require changes to an approved plan when:
 - (1) The inspection reveals that the plan is inadequate to satisfy applicable regulations; or
 - (2) The person responsible for carrying out the plan finds that because of changed circumstances or for other reasons the approved plan cannot be effectively carried out, and proposed amendments to the plan, consistent with the requirements of this ordinance, are agreed to by the VESCP plan-approving authority and the person responsible for carrying out the plans.
- (g) Variances: The VESCP plan-approving authority may waive or modify any of the standards that are deemed to be inappropriate or too restrictive for site conditions, by granting a variance. A variance may be granted under these conditions:
 - (1) At the time of plan submission, an applicant may request a variance to become part of the approved erosion and sediment control plan. The applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the VESCP plan-approving authority shall be documented in the plan.
 - (2) During construction, the person responsible for implementing the approved plan may request a variance in writing from the VESCP plan-approving authority. The VESCP plan-approving authority shall respond in writing either approving or disapproving such a request. If the VESCP plan-approving authority does not approve a variance within 10 days of receipt of the request, the request shall be considered to be disapproved. Following disapproval, the applicant may resubmit a variance request with additional documentation.
 - (3) The County of Sussex shall consider variance requests judiciously, keeping in mind both the need of the applicant to maximize cost effectiveness and the need to protect off-site properties and resources from damage.
- (h) In order to prevent further erosion, the County of Sussex may require approval of a plan for any land identified in the local program as an erosion impact area.
- (i) When a land-disturbing activity will be required of a contractor performing construction work pursuant to a construction contract, the preparation, submission, and approval of an erosion and sediment control plan shall be the responsibility of the owner.
- (j) As an alternative to submitting soil erosion control and stormwater management plans pursuant to § 62.1-44.15:34 of the Code of Virginia to the County of Sussex, any person engaging in more than one jurisdiction in the creation and operation of a wetland mitigation or stream restoration bank that has been approved and is operated in accordance with applicable federal and state guidance, laws, or regulations for the establishment, use, and operation of (i) a wetlands mitigation or stream restoration bank, pursuant to a mitigation banking instrument signed by the Department, the Marine Resources Commission, or the U.S. Army Corps of

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Engineers, or (ii) a stream restoration project for purposes of reducing nutrients or sediment entering state waters may submit standards and specifications for Department approval that describe how land-disturbing activities shall be conducted.

Sec. 14-27. Erosion and Sediment Control Plan; Contents of Plans

(a) An erosion and sediment control plan shall be filed for a development and the buildings constructed within, regardless of the phasing of construction. The erosion and sediment control plan shall be consistent with the criteria, techniques, and methods in 9VAC25-875-560. The erosion and sediment control plan shall contain all major conservation decisions to ensure that the entire unit or units of land will be so treated to achieve the conservation objectives in 9VAC25-875-560. The erosion and sediment control plan may include:

- (1) Appropriate maps;
- (2) An appropriate soil and water plan inventory and management information with needed interpretations; and
- (3) A record of decisions contributing to conservation treatment.

(b) The person responsible for carrying out the plan shall provide the name of an individual holding a certificate who will be in charge of and responsible for carrying out the land disturbing activity to the VESMP authority. [Note: The VESMP authority may waive the Responsible Land Disturber certificate requirement for an agreement in lieu of a plan in accordance with § 62.1-44.15:34 or § 62.1-44.15:55 of the Code of Virginia.]

(c) If individual lots or sections in a residential development are being developed by different property owners, all land-disturbing activities related to the building construction shall be covered by an erosion and sediment control plan

Land-disturbing activity of less than 10,000 square feet on individual lots in a residential development shall not be considered exempt from the provisions of the VESMA, ESCL, or this ordinance if the total land-disturbing activity in the development is equal to or greater than 10,000 square feet.

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(b) Where the land disturbing activity results from the construction of a single-family residence, an "agreement in lieu of a plan" may be substituted for an erosion and sediment control plan if executed by the plan-approving authority. ¶
(c) The standards contained within the "Virginia Erosion and Sediment Control Regulations" and the "Virginia Erosion and Sediment Control Handbook" shall be used by the applicant when making a submittal under the provisions of this article and in the preparation of an erosion and sediment control plan. The plan-approving authority, in considering the adequacy of a submitted plan, shall be guided by the same standards, regulations and guidelines. When the standards vary between the publications, the state regulations shall take precedence. ¶
(d) The plan-approving authority shall review E&S plans submitted to it and grant written approval within 60 days of the receipt of the plan if it determines that the plan meets the requirements of this article and the board's regulations and if the person responsible for carrying out the plan certifies that he will properly perform the erosion and sediment control measures included in the plan and will conform to the provisions of this article. In addition, as a prerequisite to engaging in the land disturbing activities

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Pursuant to 9 VAC 25-840-50, the plan-approving authority may waive or modify any of the standards that are deemed to be inappropriate or too restrictive for site conditions by granting a variance. A variance may be granted under the following conditions: ¶

- (1) . At the time of plan submission, an applicant may request a variance to become part of the approved E&S plan. The applicant shall explain the reasons for requesting variances in writing. Specific variances which are allowed by the program authority shall be documented in the E&S plan. ¶
- (2) During construction, the person responsible for implementing the approved plan may request a variance if ...

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Recodification codified through Ordinance No. 2023-01, adopted March 16, 2023

Sec. 14-28, Permits, Fees, Security for Performance.

- (a) Agencies authorized under any other law to issue grading, building, or other permits for activities involving land-disturbing activities shall not issue any such permit unless the applicant submits with his application an approved erosion and sediment control plan, certification that the plan will be followed and evidence of VPDES permit coverage where it is required.
- (b) No person may engage in any land-disturbing activity until he or she has acquired a land disturbing permit (unless the proposed land-disturbing activity is specifically exempt from the provisions of this ordinance), has paid the fees and has posted the required bond.
- (c) An administrative fee as shown in the County's Fee Schedule shall be paid to The County of Sussex at the time of submission of the erosion and sediment control plan.
- (d) No land-disturbing permit shall be issued until the applicant submits with his or her application an approved erosion and sediment control plan [or agreement in lieu of an approved erosion and sediment control plan] and certification that the plan will be followed.
- (e) All applicants for permits shall provide to the County of Sussex a performance bond with surety, cash escrow, or an irrevocable letter of credit acceptable to the ESC Administrator, to ensure that measures could be taken by the County of Sussex at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of him or her by the approved plan as a result of his land-disturbing activity.

The amount of the bond or other security for performance shall not exceed the total of the estimated cost to initiate and maintain appropriate conservation action based on unit price for new public or private sector construction in the locality and a reasonable allowance for estimated administrative costs and inflation which shall not exceed twenty five percent of the cost of the conservation action. Should it be necessary for the County of Sussex to take such conservation action, the County of Sussex may collect from the applicant any costs in excess of the amount of the surety held. Within sixty (60) days of adequate stabilization, as determined by The Planning & Zoning Department in any project or section of a project, such bond, cash escrow or letter of credit, or the unexpended or unobligated portion thereof, shall be either refunded to the applicant or terminated, based upon the percentage of stabilization accomplished in the project or project section. These requirements are in addition to all other provisions relating to the issuance of permits and are not intended to otherwise affect the requirements for such permits. (Code 1991, § 12-75; Ord. of 7-20-2006)

Sec. 14-29, Monitoring, reports, and inspections.

- (a) The responsible land disturber, as provided by § 62.1-44.15:52, shall be in charge of and responsible for carrying out the land-disturbing activity and provide for periodic inspections of the land-disturbing activity. The person responsible for carrying out the plan shall monitor the land-disturbing activity. The person responsible for carrying out the plan will maintain records of these inspections and maintenance, to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation.
- (b) The ESC Inspector shall periodically inspect the land-disturbing activity in accordance with 9VAC25-875-330 to ensure compliance with the approved plan and to determine whether the measures required in the plan are

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Deleted: (a) Agencies authorized under any other law to issue grading, building, or other permits for activities involving land disturbing activities may not issue any such permit unless the applicant submits with his application an approved erosion and sediment control plan and certification that the plan will be followed. ¶
(b) . No person may engage in any land disturbing activity until he has acquired a land disturbing permit, unless the proposed land disturbing activity is specifically exempt from the provisions of this article, and has paid the applicable fees and posted the required bond. ¶
(c) The board of supervisors may establish plan review and inspection fees by resolution. The applicant shall pay such fees at the time of submittal of a plan, at the time of building permit application, at the time of permit renewal, or as otherwise specified by the board of supervisors. A copy of the adopted fee schedule shall be maintained by the county administrator. ¶
(d) . No land disturbing permit shall be issued until the applicant submits with his application an approved erosion and sediment control plan and certification that the plan will be followed. ¶
(e) All applicants for permits shall provide to the program authority a performance bond, cash escrow, or an irrevocable letter of credit acceptable to the county administrator, to ensure that measures could be taken by the program authority at the applicant's expense should the applicant fail, after proper notice, within the time specified to initiate or maintain appropriate conservation measures required of him as a result of his land disturbing activity. ¶

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effective in controlling erosion and sedimentation. The owner, permittee, or person responsible for carrying out the plan shall be given notice of the inspection and shall such inspection in accordance with § 62.1-44.15:60 and the land-disturbing permit.

(1) If the ESC Inspector determines that there is a failure to comply with the plan, notice to comply may be served upon the permittee or person responsible for carrying out the plan. Such notice shall be served by delivery by facsimile, e-mail, or other technology; by mailing with confirmation of delivery to the address specified in the permit application or in the plan certification, if available, or in the land records of the locality; or by delivery at the site of the land-disturbing activities to the agent or employee supervising such activities.

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(2) The notice to comply shall specify the measures needed to comply with the land disturbance approval conditions or shall identify the plan approval or land-disturbance approval needed to comply with this article and shall specify a reasonable time within which such measures shall be completed. Upon failure to comply within the specified time, any plan approval or land-disturbance approval may be revoked and the permittee or person responsible for carrying out the plan shall be subject to the penalties provided by this ordinance.

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(c) Upon issuance of an inspection report denoting a violation of § 62.1-44.15:55 of the Code of Virginia, the ESC Inspector may, in conjunction with or subsequent to a notice to comply as specified in this ordinance, issue an order requiring that all or part of the land disturbing activities permitted on the site be stopped until the specified corrective measures have been taken.

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(1) If land-disturbing activities have commenced without an approved plan, the ESC administrator or inspector may issue an order requiring that all of the land-disturbing activities be stopped until an approved plan or any required permits are obtained.

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(2) Where the alleged noncompliance is causing or is in imminent danger of causing harmful erosion of lands or sediment deposition in waters within the watersheds of the Commonwealth, or where the land-disturbing activities have commenced without an approved plan, such a stop work order may be issued without regard to whether the alleged violator has been issued a notice to comply as specified in this ordinance. Otherwise, such an order may be issued only after the alleged violator has failed to comply with such a notice to comply.

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(3) The stop work order shall be served in the same manner as a notice to comply, and shall remain in effect for a period of seven days from the date of service pending application by the County of Sussex or permit holder for appropriate relief to the Circuit Court of Sussex County. The County of Sussex shall serve such order for disturbance without an approved plan upon the owner by mailing with confirmation of delivery to the address specified in the land records. The order shall be posted on the site where the disturbance is occurring, and shall remain in effect until permits and plan approvals are secured, except in such situations where an agricultural exemption applies.

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(4) If the alleged violator has not obtained an approved plan within seven days from the date of service of the stop work order, the ESC Administrator may issue an order to the owner requiring that all construction

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and other work on the site, other than corrective measures, be stopped until an approved plan has been obtained. Such an order shall be served upon the owner by mailing with confirmation of delivery to the address specified in the plan or the land records of the County of Sussex.

- (5) The owner may appeal the issuance of an order to the Circuit Court of the County of Sussex.
- (6) Any person violating or failing, neglecting or refusing to obey an order issued by ESC inspector may be compelled in a proceeding instituted in the Circuit Court of Sussex to obey same and to comply therewith by injunction, mandamus or other appropriate remedy.
- (7) Upon completion and approval of corrective action or obtaining an approved plan, the order shall immediately be lifted.
- (8) Nothing in this section shall prevent the ESC Administrator or Designated Representative from taking any other action authorized by this ordinance or other applicable laws.

(Code 1991, § 12-76; Ord. of 7-20-2006)

State law reference(s)—Monitoring, reports and inspections, Code of Virginia, §§ 62.1-44.15:58, 62.1-44.15:59.

Sec. 14-30. Penalties, Injunctions, and Other legal actions.

- (a) Any person who has violated or failed, neglected, or refused to obey any order, notice, or requirement of the County of Sussex any condition of a land-disturbance approval, or any provision of this ordinance shall, upon a finding of the District Court of Sussex be assessed a civil penalty. The civil penalty for any one violation shall be not less than \$100 nor more than \$1,000, except that the civil penalty for commencement of land disturbing activities without an approved plan shall be \$1,000. Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of \$10,000, except that a series of violations arising from the commencement of land-disturbing activities without an approved plan for any site shall not result in civil penalties which exceed a total of \$10,000.
- (b) The ESC Administrator, or the owner or property which has sustained damage, or which is in imminent danger of being damaged, may apply to the Circuit Court of Sussex to enjoin a violation or a threatened violation of §§ 62.1-44.15:55 or 62.1-44.15:58 of the Code of Virginia, without the necessity of showing that an adequate remedy at law does not exist. However, an owner of property shall not apply for injunctive relief unless (i) he has notified in writing the person who has violated the local program, and the program authority, that a violation of the local program has caused, or creates a probability of causing, damage to his property, and (ii) neither the person who has violated the local program nor the program authority has taken corrective action within fifteen days to eliminate the conditions which have caused, or create the probability of causing, damage to his property.
- (c) In addition to any criminal or civil penalties provided under this ordinance, any person who violates any provision of the Erosion and Sediment Control Law may be liable to Sussex County in a civil action for damages.
- (d) Without limiting the remedies which may be obtained in this section, any person violating or failing, neglecting, or refusing to obey any injunction, mandamus or other remedy obtained pursuant to this section shall be subject, in the discretion of the court, to a civil penalty not to exceed \$2,000 for each violation. A civil action for such violation or failure may be brought by the County of Sussex.

Deleted: (a) The responsible land disturber shall be in charge of and responsible for carrying out the land disturbing activity in conformance with an approved E&S plan and provide for periodic inspections of such activity. The county program authority may require the responsible land disturber to monitor the land disturbing activity and engage in any related maintenance. The person responsible for carrying out the plan will maintain records of any such inspections and maintenance, to ensure compliance with the approved E&S plan and to determine whether the measures required in the E&S plan are effective in controlling erosion and sedimentation. ¶

(b) . The plan-approving authority shall periodically inspect the land disturbing activity in accordance with VAC 25-840-60 of the "Virginia Erosion and Sediment Control Regulations" to ensure compliance with the approved plan and to determine whether the measures required in the plan are effective in controlling erosion and sedimentation. The owner, permittee, or person responsible for carrying out the plan shall be given notice of the inspection. ¶

(1) If the plan-approving authority determines that there is a failure to comply with the E&S plan, notice shall be served upon the permittee or responsible land disturber by registered or certified mail to the address specified in the permit application or in the plan certification, or by delivery at the site of the land disturbing activities to the agent or employee supervising such activities. ¶

(2) . The notice shall specify the measure needed to comply with the E&S plan and shall specify the time within which such measures shall be completed. Upon failure to comply within the specified time, the permit may be revoked and the permittee or person responsible for carrying out the E&S plan shall be deemed to be in

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(1) Any civil penalties assessed by a court shall be paid into the Treasury of Sussex County, except that where the violator is the locality itself, or its agent, the court shall direct the penalty to be paid into the state treasury.

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(e) With the consent of any person who has violated or failed, neglected or refused to obey any regulation or condition of a permit or any provision of this ordinance, or order of the County of Sussex the County of Sussex may provide for the payment of civil charges for violations in specific sums, not to exceed the limit specified in Subsection D of this section. Such civil charges shall be instead of any appropriate civil penalty which could be imposed under Subsection A or D.

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(f) The Commonwealth's Attorney shall, upon request of the County of Sussex, take legal action to enforce the provisions of this ordinance.

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(Code 1991, § 12-77; Ord. of 7-20-2006)

Deleted: (a) Violators of this article shall be guilty of a Class 1 misdemeanor. ¶

State law reference(s)—Similar provisions, Code of Virginia, § 62.1-44.15:63; authority to provide penalty for violation of ordinances, Code of Virginia, § 15.2-1429; punishments for class 1, 2, 3 and 4 misdemeanors, Code of Virginia, § 18.2-11.

(b) . Any person who violates any provision of this article or any provision of Code of Virginia, §§ 62.1-44.15:55 and 62.1-44.15:56 shall, upon a finding by the general district court of the county, be assessed a civil penalty. The civil penalty for any one violation shall be not less than \$100.00 nor more than \$1,000.00, except that the civil penalty for commencement of land disturbing activities without an approved E&S plan shall be a civil penalty of \$1,000.00. Each day during which the violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same operative set of facts result in civil penalties which exceed a total of \$10,000.00, except that a series of violations arising from the commencement of land disturbing activities without an E&S approved plan for any site shall not result in civil penalties which exceed a total of \$10,000.00. Any such civil penalties shall be in lieu of criminal sanctions and shall preclude the prosecution of such violation as a misdemeanor under this subsection. ¶

Sec. 14-31, Appeals and Judicial Review.

(a) Final decisions of the Sussex under this ordinance shall be subject to review by the County of Sussex Circuit Court, provided an appeal is filed within 30 days from the date of any written decision adversely affecting the rights, duties, or privileges of the person engaging in or proposing to engage in land-disturbing activities.

(c) The program authority or plan-approving authority, or the owner of property which has sustained damage or which is imminent danger of being damaged, may apply to the circuit court of the county to enjoin a violation or a threatened violation of this article or Code of Virginia, §§ 62.1-44.15:55 and 62.1-44.15:56, without the necessity of showing that an adequate remedy at law does not exist. However, an owner of property shall not apply for injunctive relief unless: ¶

(Code 1991, § 12-78; Ord. of 7-20-2006)

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Secs. 14-32—14-46. Reserved.

State Law Reference—

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§2. This ordinance shall be effective upon adoption.

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Deleted: (a) . Final decisions of the program authority or the plan-approving authority shall be subject to review by the county administrator, who shall act on behalf of the board of supervisors, upon the filing of an appeal by an aggrieved person within 14 calendar days of the date of

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Notice of Public Hearings

Sussex County Board of Supervisors

Pursuant to Section 15.2-2204 of the Virginia Code, notice is hereby given that the Sussex County Board of Supervisors will hold a public hearing at its regular meeting on Thursday, July 18, , 2024 beginning at 6:00 p.m. in the General District Courtroom - 15098 Courthouse Road, Sussex, Virginia 23884 to consider, and may take action upon, the following:

Ordinance Amendment #2024-02: An Ordinance to amend Chapter 14: Environment and Natural Resources, Article II. Erosion and Sediment Control, of the Sussex County Code of Ordinances to be consistent with new law and regulations effective as of July 1, 2024 under the Virginia Erosion and Stormwater Management Act (VESMA), 62.1-44.15:24 through 62.1-44.15:50 of the Code of Virginia. The changes include reference to the updated code, re-organization of sections, and additional information to enhance the previous content of the ordinance.

A copy of the draft proposed Ordinance amendment are available for review in the Planning Department located at 20135 Princeton Road, Stony Creek, Virginia, during regular business hours Monday through Friday from 8:30 a.m. to 5:00 p.m., phone number (434) 246-1043.

All persons affected or interested are invited to be present at the public hearing of the Board of Supervisors to be held at the time and place stated above, when an opportunity will be given for them to be heard. Comments may also be submitted in writing to sricks@sussexcountyva.gov or via mail to the County Administration, P. O. Box 1397, 20135 Princeton Road, Sussex, VA 23884, no later than noon on Thursday July 18, 2024. Any persons needing assistance or accommodations under the provisions of the American Disabilities Act should contact Michael Poarch at 434-246-1043 at least seven (7) days in advance of the hearing.

Richard Douglas, County Administrator
July 3 and 10, 2024

BOARD ACTION FORM

Agenda Item: Action Items #6.01

Subject: Contract for Professional Architectural/Engineering Services for Fire/EMS Design (RFP #2024-01)

Board Meeting Date: July 18 2024

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Summary: RFP 2024-1 (Professional Services for Fire/EMS Station Design for Sussex County) was issued to solicit interest from architectural firms for the design of fire/EMS stations in Stony Creek and Waverly. A review team consisting of the County Administrator, Chief of Fire and Rescue, Waverly Fire Chief, and Stony Creek Fire Chief narrowed the list of proposals and interviewed five architectural firms. The unanimous choice of the review team was Guernsey Tingle of Williamsburg (to include as additional partners Stewart-Cooper-Newell Architects, Timmons Group, and Thompson Consulting Engineers). Chief Sheffield has been negotiating terms of a proposed contract with the selected firm, and should be able to recommend a contract maximum amount for design-related services for board consideration. If approved by the board, staff would work with the County Attorney to prepare a contract. It is critical to move forward with this project as quickly as possible in order to have facilities completed to accommodate County EMS crews in 2026.

Recommendation: TBD

Attachment: None

=====

ACTION: TBD

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

BOARD ACTION FORM

Agenda Item: Action Items #6.02

Subject: Commonwealth’s Attorney Funding Request for Computer Software Purchase

Board Meeting Date: July 18 2024

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Summary: Staff is requesting consideration for funding for case management software for the Commonwealth’s Attorney Office, as requested as a “big ticket” item but not included in the proposed or adopted FY25 operating budget. Specifically, \$47,150 is requested to purchase Prosecutor by Karpel case management software from Karpel Solutions, as described in the attached proposal.

A budget amendment is also attached for your consideration, appropriating \$47,150 in reserve funds for this purchase.

Recommendation: Staff recommends approval.

Attachments: Copies of Karpel Solutions proposal and Budget Amendment #24-115

=====

ACTION: That the Board approves Budget Amendment #24-115 for case management software for the Commonwealth’s Attorney Office, as requested as a “big ticket” item in the amount of \$47,150.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

RESOLUTION #24-115
FY25 BUDGET AMENDMENT

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for Administration be and hereby is made for the period of July 1, 2024 through June 30, 2025. This resolution will approve and appropriate local reserve funds to the Commonwealth Attorney Department for a new case management system.

FUND # 100
GENERAL FUND

REVENUE

Fund 100 Local Reserves	<u>\$47,150</u>
Total Revenues	\$47,150

EXPENDITURE

Fund 100 Commonwealth Attorney	<u>\$47,150</u>
Total Expenditures	\$47,150

Adopted this 18th day of July, 2024.

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Shilton R. Butts, Clerk
Sussex County Board of Supervisors



COUNTY OF SUSSEX FISCAL YEAR 2025 BUDGET

BIG TICKET REQUEST & CIP FORM FY 2025—FY 2029

Department Name SUSSEX COMMONWEALTH'S ATTORNEY'S OFFICE

Department Head/Constitutional Officer REGINA T. SYKES

(Check One) Program Equipment

Personnel Land Buildings

Fiscal Year for Consideration:

2025 2026 2027 2028 2029

Estimated cost: \$ 47,150 (Check One) (\$42,100) One-time (\$5,050) Ongoing
(Indicate if this will be an on-going or one-time expense)

Please provide a detailed description of the programmatic change, equipment, or additional cost in personnel. If an outside funding source e.g. grant, state, etc. is available to off-set the costs, please indicate the source and the expected amount.
The cost is for an updated criminal case management system for prosecutors. Currently, 32 other Commonwealth's Attorney's Offices utilize this program. It is a superior system in data storage and sharing, technology, integration of updated laws and regulations, storehouse of legal products, templates, motions, indictments, etc.,

This new system will allow faster and more efficient prosecution. It will greatly benefit the defense bar, the courts and clerks in our interaction and transmission of discovery and documents. The current system is dated and obsolete; the maintenance costs far outweigh its benefits. The law and technology is advancing, and we need a new case management system that can meets those demands.
I have provided a brochure of the KARPEL case management system with a "Pricing Proposal" that breaks down the services and their respective costs. I hope you strongly consider as we move into a new administration to offer a better and higher quality of service to the community (legal and otherwise) as a whole.

Pricing Proposal

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	6	\$2,250	\$13,500
External Agency Portal	1	\$5,000	\$5,000
Total Software			\$18,500

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$1,500	\$1,500
Workstation setup and System Compatibility Check (per computer)	6	\$50	\$300
Total Installation Services			\$2,800

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	\$150	\$1,200
Data Conversion: Software Unlimited	1	\$7,500	\$7,500
Data Conversion Storage (per TB after included 2TB)	0	\$500	\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$11,800

Training Services	Qty.	Price	Total
Go-Live Training (days)	5	\$1,200 <small>1 resource</small>	\$6,000
Total Training Services			\$6,000

Customization Services	Qty.	Price	Total
Interface: NONE	0		\$0
Total Customization Services			\$0

Estimated Travel Expenses **\$3,000**

Total One-Time Costs **\$42,100**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	6	\$575	\$3,450
<small>Includes 24x7 support, two upgrades annually, and unlimited eDiscovery</small>			
PROSECUTORbyKarpel License Hosting	6	\$100	\$600
External Agency Portal	1	\$1,000	\$1,000
Additional storage after included 2TB	0	\$500	\$0
Total Annual Support Services			\$5,050

HOSTEDbyKarpel (cont.)

Karpel Solutions hosted services are provided through Microsoft's Azure Government Cloud. Microsoft's Azure Government Cloud is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). For more information regarding security and CJIS compliance, please go to <https://azure.microsoft.com/en-us/support/trust-center/compliance/>

• • •
"We are working from home so having Karpel has been HUGE in getting this accomplished. I am so thankful your business card made it to my desk."

Tammy - Pickaway County Prosecuting Attorney's Office, Ohio

"Not sure I like working from home but so glad we can."

Keli - Tulsa County District Attorney's Office, Oklahoma

"I can't tell you how great it has been to be able to have staff work from home (be)cause we have such a great system."

Barbara - Polk County District Attorney's Office, Oregon

"LOVE having PbK, it's made this work wherever you are possible for our office. Appreciate all you guys do for us!"

Sandy – Ramsey County Attorney's Office, Minnesota

"Now that we're about 6 months in, Becca and I agree we couldn't operate without PbK"

Kelsie – Blaine County Attorney's Office, Montana
• • •

PROSECUTOR by KARPEL

*Criminal Case Management
For Prosecutors by Prosecutors*



**SUSSEX COUNTY COMMONWEALTH'S ATTORNEY'S OFFICE
VIRGINIA**

**COST PROPOSAL
JANUARY 31, 2024**

Blakelyn Bailey, Senior Sales Executive | (612) 836-3633



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

January 31, 2024

Regina Sykes, Commonwealth’s Attorney
Sussex County, VA, Commonwealth’s Attorney’s Office

Dear Commonwealth’s Attorney Sykes,

Thank you for considering PROSECUTORbyKarpel as a criminal case management solution for Sussex County Commonwealth’s Attorney’s Office.

Karpel is dedicated to and has been highly successful in meeting the needs of Prosecuting Attorneys across the nation. We have clients in 33 states and the following in Virginia:

- Albemarle County
- Arlington County
- Botetourt County
- Brunswick County
- Buchanan County
- Campbell County
- Chesterfield County
- Dickenson County
- Gloucester County
- Greensville County
- Hanover County
- Madison County
- Patrick County
- Prince George
- Prince William County
- Roanoke County
- Rockbridge County
- Rockingham County
- Spotsylvania County
- Tazewell County
- Washington County
- York County
- City of Chesapeake
- City of Colonial Heights
- City of Danville
- City of Hampton
- City of Newport News
- City of Norfolk
- City of Portsmouth
- City of Richmond
- City of Roanoke
- City of Suffolk

I know you have choices, and I encourage you to [use the comparison document](#) in the following proposal to see how potential vendors line up. I also encourage you to look beyond the first-year costs to the total cost of ownership over a 5-year period. PROSECUTORbyKarpel offers a perpetual license as opposed to a subscription. If you are like most, the difference is not clear. [See the end for an overview of the difference.](#)

We say PROSECUTORbyKarpel is “Designed by Prosecutors for Prosecutors”. We say that because we provide two upgrades that include hundreds of enhancements every year. Almost all enhancements come from requests submitted one of our more than 700 clients—that means over 19,000 users offer input to make PROSECUTORbyKarpel better.

We appreciate the opportunity to earn your business.

Sincerely,

Blakelyn Bailey, Senior Sales Executive
(314) 892-6300 x1133 | Mobile (612) 836-3633
Bbailey@karpel.com

BOARD ACTION FORM

Agenda Item: Action Items #6.03

Subject: Sheriff's Request for Vehicle Purchase

Board Meeting Date: July 18 2024

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Summary: Staff is requesting approval of the purchase/financing of ten equipped vehicles for the Sheriff's Department, as requested but not included in the county's FY25 proposed or adopted operating budget. As listed on the attached application, this request is for the purchase from Haley Auto Group four 2024 Ford F-150 Police Responder vehicles (ranging in price from \$61k to \$63k) and six 2024 Dodge Durango vehicles (\$58k each), for a total cost of approximately \$599k (five-year term), depending on the current interest rate (previous rate offered by Ford Motor Credit was 6.66 percent). The initial payment would be approximately \$136k, and would require approval of a budget amendment to provide funding from reserves (attached).

Conversely, staff is working with Davenport to determine if these vehicles could be financed through the county's existing line of credit for public safety vehicles through Bank of America (likely recommended four-year term). This method should not require any initial payment of funds nor approval of a budget amendment at this time (payment schedule would be determined by Bank of America). Staff should know the feasibility of this option and interest rate by the time of the regular meeting.

Recommendation: Staff recommends approval of the requested purchase and financing of the ten vehicles for the Sheriff's Department, to be financed through whichever method offers the lowest interest rate and total cost.

Attachments: Copies of Ford Motor Credit proposal and Budget Amendment #24-116

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ACTION: That the Board approves Budget Amendment #24-116 requested purchase and financing of the ten vehicles for the Sheriff's Department, to be financed through whichever method offers the lowest interest rate and total cost.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>	<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___	W. Jones	___	___
Fly	___	___	Tolliver	___	___
Futrell	___	___	Tyler	___	___
			White	___	___

RESOLUTION #24-112
FY25 BUDGET AMENDMENT

BE IT RESOLVED by the Sussex County Board of Supervisors that the following budget amendment for the Sheriff be and hereby is made for the period of July 1, 2024 through June 30, 2025. This resolution will approve and appropriate local reserve funds to the Sheriff's Department to enter into a multi-year lease payment agreement for 10 vehicles.

FUND # 100
GENERAL FUND

REVENUE

Fund 100 Local Reserves	<u>\$140,000</u>
Total Revenues	\$140,000

EXPENDITURE

Fund 100 Sheriff	<u>\$140,000</u>
Total Expenditures	\$140,000

Adopted this 18th day of July, 2024.

Wayne O. Jones, Chairman
Sussex County Board of Supervisors

ATTEST:

Shilton R. Butts, Clerk
Sussex County Board of Supervisors

Finance Application for Schedule # 7672805

May 8, 2024

Municipality: County of Sussex
 Dealer: Haley Auto Group
 Attn: Sheriff Ernest Giles, Sr.

Thank you for choosing Ford Motor Credit Company for your financing. Below is a review of how we will proceed with the financing of your new vehicle(s).

Description	Unit Price
2024 Ford F-150 Police Responder w/equipment	\$61,231.99
2024 Ford F-150 Police Responder w/equipment	\$61,231.99
2024 Ford F-150 Police Responder w/equipment	\$63,028.52
2024 Ford F-150 Police Responder w/equipment	\$61,231.99
2024 Dodge Durango w/equipment	\$58,601.59
2024 Dodge Durango w/equipment	\$58,601.59
2024 Dodge Durango w/equipment	\$58,601.59
2024 Dodge Durango w/equipment	\$58,601.59
2024 Dodge Durango w/equipment	\$58,601.59
2024 Dodge Durango w/equipment	\$58,601.59

Total Asset Cost	\$598,334.03
Underwriting Fee	\$545.00
Amount Financed	\$598,879.03
Number of Payments	5
Payment Timing	Annual
Rate	6.66000
Payment Amount	\$135,696.44

In order to begin the approval process, please email the following document to jdoty@ford.com:

- The completed Municipal Finance Application (attached).
- Proof of Appropriation (we need ONE of the following):
 - Board Meeting Minutes showing approval of vehicle(s) purchase
 - Approval of Budget with the Budget line item highlighted
 - Letter on your letterhead stating the vehicles are approved for purchase
- The most recent Audited Financial Statement
- A copy of your Tax-Exempt Certificate, if applicable.

The rate on this deal will expire on 7/5/2024. If the closing does not occur prior to the expiration date, the rate is subject to change.

Until financing has been approved, this is not a commitment by Ford Motor Credit Company to finance the above. It was prepared assuming the Municipality qualifies for Federal Income Tax Exempt Status for Ford Motor Credit Company, LLC under Section 103 of the IRS Code.

Should you have any questions, please contact me.

Sincerely,

Janet Doty

Janet Doty
 Marketing Coordinator

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

jdoty@ford.com
1-800-241-4199, press 1

Ford Motor Credit Company ("FMCC") is providing the information contained in this document for discussion purposes only in connection with a proposed arm's length commercial leasing transaction between you and FMCC. FMCC is acting for its own interest and has financial and other interests that differ from yours. FMCC is not acting as a municipal advisor or financial advisor to you, and has no fiduciary duty to you. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. FMCC is not recommending that you take an action and you should discuss any actions with your own advisors as you deem appropriate.

BOARD ACTION FORM

Agenda Item: Unfinished Business #8.01

Subject: Contract for Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities (RFP #2023-02)

Board Meeting Date: July 18 2024

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Summary: *This action item was tabled after discussion at the April regular board meeting.*

Request for Proposals 2023-02—Professional Architectural/Engineering Services for Renovation and Construction of Historic Courthouse and Related Facilities was advertised in December 2023 to solicit proposals regarding the proposed courthouse project. Glave & Holmes, who along with the Wooten Company completed the initial building assessment and conceptual planning work related to this project, was the lone firm that submitted a proposal by the deadline (another firm submitted after the deadline and was not deemed as qualified as Glave & Holmes). Glave & Holmes has significant experience in major historic preservation projects and is highly regarded for their work with historic properties. Staff is requesting authorization to execute a contract with Glave & Holmes for project architectural/engineering services (design, bid package, construction administration, etc.).

In lieu of authorizing a contract to include \$624,140 in construction-related services, staff is recommending consideration of a contract to only reflect design-related services (\$1,432,455). In consultation with Davenport, these fees can be covered by long-term financing, likely through USDA Rural Development. If the board chooses to limit the scope of a construction project or complete in individual phases, which could result in a more costly project over time, then staff would need to negotiate a new contract amount with the architect or advertise a new project.

Recommendation: The Board authorize the County Administrator and County Attorney to prepare and execute a contract with Glave & Holmes for architectural/engineering design-phase services related to the courthouse project, for a cost not to exceed \$1,432,455, plus \$100,000 for project contingencies and reimbursable expenses.

Attachment: Proposal for Professional Design and Construction Phase Services.

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ACTION: authorize the County Administrator and County Attorney to prepare and execute a contract with Glave & Holmes for architectural/engineering design-phase services related to the courthouse project, for a cost not to exceed \$1,432,455, plus \$100,000 for project contingencies and reimbursable expenses.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___
Fly	___	___
Futrell	___	___

White

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
W. Jones	___	___
Tolliver	___	___
Tyler	___	___

___ ___

15 March 2024 [Revised 3/15/2024](#)

Richard Douglas
Sussex County Administrator
20135 Princeton Road
P.O. Box 1397
Sussex, Virginia 23834

Project: Sussex County Renovation and Construction of Historic Courthouse and Related Facilities
G&H Proposal Number: 23109
Sussex County RFP: #2023-02

Re: Proposal for Professional Design and Construction Phase Services [Revised](#)

Dear Mr. Douglas,

We are pleased to hear that Sussex County has taken the decision to renovate and expand its county courthouse facilities. We are also excited to have the opportunity to help update and enhance the County's civic center.

Based on the terms of RFP #2023-02, our discussions, and the outcome of the Concept Design and Programming Study presented to the Board of Supervisors in August 2023, Glavé & Holmes Architecture (G&H) is pleased to present this proposal letter to Sussex County, Virginia (Owner) for the architectural and engineering services related to Sussex County Renovation and Construction of Historic Courthouse and Related Facilities (the Project).

1. PROJECT DESCRIPTION

We understand the Project to consist of the design and construction phase services for the following: Phase 1 - renovation of the existing Treasurer/Commissioner of the Revenue building; Phase 2 - construction of a new public works building; Phase 3 - renovation of the Clerk of Court office and adjacent former administrative building with new construction connecting the two buildings; and Phase 4 - renovations to the historic courthouse along with construction of an administrative addition including demolition of existing 1950s addition. The Project scope is generally defined in the Concept Design presentation to the Board of Supervisors (BoS) dated 8/17/2023, the programming document dated 8/11/2023 and the Site Assessment Report dated 4/28/2023, attached for reference.

The construction budget for the Project is anticipated to be \$17,213,254.00, based on the conceptual estimate prepared by Downey & Scott.

The construction will be divided into four phases under one construction contract; the phases. We understand the construction contract will be awarded by competitive bid to a contractor drawn from a pre-qualified list of General Contractors.

For this Project, we propose to subcontract with Wooten for civil engineering; Springpoint Structural for structural engineering; Inversity Consulting Engineers for HVAC, electrical, plumbing and fire protection engineering; GHD for security, audio-visual and IT systems engineering and Downey & Scott for cost estimating. We have successfully worked with each of these firms in the past and are confident that we have assembled an excellent team for the Project.

2. PROJECT SCOPE OF SERVICES AND DELIVERABLES

For this Project, we have divided the services into phases as follows:

- A. Schematic Design (SD)
 - a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect* for architectural, civil, structural, HVAC, electrical, plumbing, fire protection and low voltage systems services for the Project.
 - b. We will meet with the Owner to confirm the program for the Project and to develop Schematic Design floor plans for that program.
 - c. We have included up to three (3) in-person meetings to be held in Sussex County with the Owner. Alternatively, these meetings can be held virtually.
 - d. We have included colored presentation images of the floor plans and exterior (2D) sufficient to convey the design intent. For Phase 4, we will create 3D images of the building exterior to confirm building massing.
 - e. Deliverables: Presentation Drawings and Schematic Design Documents (drawings and design narrative) in digital, PDF format.
- B. Design Development (DD)
 - a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect* for Core & Shell, and engineering services for architectural, structural, HVAC, electrical, plumbing, fire protection and low voltage systems services for the Project.
 - b. We have included up to three (3) in-person meetings to be held in Sussex County with the Owner. Alternatively, these meetings can be held virtually.
 - c. We will update the presentation drawings from Schematic Design to convey the design intent.
 - d. Deliverables: Presentation Drawings and Design Development Documents (drawings and updated design narrative) in digital, PDF format.
- C. Construction Documents (CD)
 - a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect*.
 - b. We have included up to three (3) in-person meetings to be held in Sussex County with the Owner. Alternatively, these meetings can be held virtually.
 - c. Deliverables: Construction Documents for permitting and construction of the Project in digital, PDF format, including drawings and project manual
- D. Bidding/Negotiation Phase (Bid)
 - a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect for competitive bidding*.
 - b. We have included up to two (2) in-person meetings to be held in Sussex County with the Owner and Bidders. Alternatively, these meetings can be held virtually.
- E. Construction Contract Administration (CCA)
 - a. Generally, we will provide customary services in accordance with the scope defined in the AIA Document *B101- 2017 Standard Form of Agreement Between Owner and Architect*.
 - b. We have included customary Construction Phase services, including attendance at on-site construction progress meetings, reviewing the progress of construction, answering Contractor Requests for Information, issuing clarifications to the Construction Documents, reviewing Contractor Submittals, and inspecting the Work for Substantial and Final Completion (i.e. "Punch List.")
 - c. Based on conceptual discussions with Downey & Scott, we have assumed a construction duration of nineteen (19) months (Construction Start through Final Completion, assuming some phases to occur

concurrently) and have included two on-site construction meetings / site visits every month for the duration of construction, for a total of thirty-eight (38) meetings.

- d. We have included five (5) construction completion inspections (i.e. punch outs) to establish Substantial Completion and Final Completion, assuming some phases to be constructed concurrently.

F. Supplemental Services:

- a. Cost Consulting: Through our subconsultant Downey & Scott and in accordance with the County's RFP, G&H will provide independent cost estimates at the end of schematic and construction document phase of design (SD and CD). We have included one (1) virtual meeting per phase with the Owner, Contractor and Downey & Scott to answer questions and to reconcile the independent estimate with the Contractor's estimate.
- b. Survey Services: Through our sub-consultant Wooten, G&H will provide a sealed topographic survey indicating parcel line data, tied to the Virginia State Plane Coordinate system and locating first floor elevations of buildings within the survey limits. Refer to attached Survey Limits Exhibit.
- c. Geotechnical Services: Through our subconsultant Wooten, G&H will provide a geotechnical report based on field and laboratory testing consisting of 280 feet of CPT testing (7 CPT Soundings) of the project site. The report will provide recommendations for site preparation, foundation recommendations and an estimate of the Seismic Site Class along with other findings. Refer to attached Geotechnical Test Location Plan.
- d. Fire Flow Test & Modeling Services: Through our subconsultant Wooten, G&H will provide analysis of pressure capacity for fire flow as required by the Virginia Statewide Unified Building Code.

3. SCHEDULE

Upon receipt of your approval to this proposal, we we will finalize a mutually acceptable schedule. Our preliminary schedule, based on a Notice-To-Proceed by Monday, April 1, 2024, and our understanding of the work and site plan approval process, indicates the following approximate durations and milestones:

SD Completion: Mid-June 2024 (10 weeks)

DD Completion: End of October 2024 (20 weeks)

CD Completion: End of May 2025 (30 weeks)

Bidding/Permitting: Mid July 2025 (6 weeks)

Construction: Mid of July 2025- Mid of February 2027 (19 months)

4. QUALIFICATIONS & CLARIFICATIONS

A. The following scope of services are not included in this proposal:

- a. Selections or specifications of furnishings, fixtures and equipment (FF&E).
- b. Distributed Antenna System (DAS) for building cell coverage or for Public Safety communications. DAS can be designed for an additional fee.
- c. Landscape design.
- d. Commercial kitchen hoods or grease interceptors
- e. Specialized HVAC systems for archives or museum artifacts
- f. Non-water fire suppression systems
- g. Multiple construction packages

- h. Certifications related to sustainability or energy efficiency, such as LEED, Green Globes or WELL
- B. We have included performance criteria for a fire protection system for the building. The design of the system will be performed by a design/build contractor as a delegated design element in the Project.
- C. We have calibrated our services with the assumption that construction will be procured under a single construction contract by pre-qualified General Contractor's bidding (i.e. low-bid selection at the General Contractor level) basis.

5. COST OF SERVICES

Glavé & Holmes Architecture, P.C. will provide the services indicated in this proposal for the following stipulated sum, plus normal and customary Reimbursable Expenses at cost x 1.15. Reimbursable Expenses include printing, mileage, travel expenses, meals, postage/delivery, and similar project related expenses.

Basic Services Phase	Design Fee
Schematic Design Phase	\$236,575
Design Development Phase	\$477,410
Construction Document Phase	\$623,875
Bidding/Negotiation Phase	\$35,900
Construction Contract Administration Phase	\$576,520
Total Basic Services Fee	\$1,950,280

Supplemental Services	Design Fee
Record Documents	\$11,720
Cost Estimating	\$37,080
Survey Services	\$23,940 \$27,750
Geotechnical Services	\$26,470
Fire-Flow Test Modeling	\$3,295
Total Basic Services Fee	\$102,505

Total Services Fee ~~\$2,052,785~~ **\$2,056,595**

We estimate reimbursable expenses will not exceed \$10,000.

Additional Services not contained in this proposal, when authorized by the Owner, shall be compensated on an hourly basis using hourly rates contained in Hourly Billing Rates Schedule in effect at the date of the additional services proposal or on the basis of a negotiated stipulated sum.

Prices contained in this proposal are valid for sixty (60) days from the proposal date.

6. TERMS AND CONDITIONS

We understand that the Owner intends to contract for the services described in this proposal using a standard AIA Form of Agreement, modified to reflect the services of this proposal and certain Owner-initiated amendments. Upon acceptance of this proposal, we will draft a suitable agreement for execution.

We are excited to be involved with realizing your vision for the Sussex County Courthouse Complex and we look forward to working with you. Should you have any questions, please do not hesitate to call us at (804) 649-9303.

Sincerely,



Andrew B, Moore, AIA
Senior Principal
for Glavé & Holmes Architecture P.C.

Encl:

- Concept Design presentation to the Board of Supervisors(BoS) dated 8/17/2023
- Programming Report dated 8/11/2023
- Site Assessment Report dated 4/28/2023
- Survey Limits Exhibit dated 3/14/2024
- Geotechnical Test Location Plan dated 2/23/2024

BOARD ACTION FORM

Agenda Item: New Business #9.01

Subject: Proposed Meals Tax Ordinance

Board Meeting Date: July 18 2024

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Summary: Several board members have expressed interest in considering a “meals tax” for Sussex County, which now under state law can be adopted by ordinance rather than referendum. Attached for your review is the Amelia County Food and Beverage Tax Ordinance, which was recently adopted by the Amelia County Board of Supervisors. County Attorney Jeff Gore will discuss this process that could be potentially used in Sussex County. If by consensus or vote the board wishes to move forward with consideration of a potential ordinance, staff will develop an applicable ordinance and schedule a public hearing for the September regular board meeting.

Recommendation: Staff recommends moving forward with the process of potentially considering a County meals tax.

Attachment: Amelia County Ordinance

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ACTION: That the Board moves forward with the process of potentially considering County meals tax.

MOTION BY: _____ **SECONDED BY:** _____

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
Baicy	___	___
Fly	___	___
Futrell	___	___

<u>Member</u>	<u>Aye</u>	<u>Nay</u>
W. Jones	___	___
Tolliver	___	___
Tyler	___	___

White ___ ___

**ORDINANCE TO ADOPT CHAPTER 279 OF THE COUNTY CODE OF ORDINANCES
TO LEVY A FOOD AND BEVERAGE TAX
IN AMELIA COUNTY, VIRGINIA**

Chapter 279. Food And Beverage Tax

Section 279-1 Definitions.

For the purposes of this chapter, unless otherwise required by the context, the following terms shall have the meanings indicated:

Beverage

The term "beverage" as set forth herein shall mean any alcoholic beverages as defined in the Code of Virginia § 4.1-100, as amended, and nonalcoholic beverages, served as part of a meal.

Cater

The furnishing of food, beverages, or both on the premises of another, for compensation.

Commissioner

The Commissioner of the Revenue of the county and any of his/her duly authorized deputies, assistants, employees or agents.

Food

Any and all edible refreshments or nourishment, liquid or otherwise, including beverages as herein defined, purchased in or from a restaurant or from a caterer, except snack foods.

Meal

Meal shall mean any food as herein defined, other than a beverage, sold for consumption on the premises or elsewhere, whether designated as breakfast, lunch, snack, dinner, supper or by some other name, and without regard to the manner, time or place of service.

Person

Any individual, corporation, company, association, firm, partnership or any group of individuals acting as a unit.

Purchaser

Any person who purchases food in or from a restaurant or from a caterer.

Restaurant

- (1) Any place where food is prepared for service to the public on or off the premises, or any place where food is served, including lunchrooms, short order places, cafeterias, coffee shops, cafés, taverns, delicatessens, dining accommodations of public or private clubs, kitchen facilities of hospitals and nursing homes, dining accommodations of public and private school and institutions of higher education, and kitchen areas of local correctional facilities subject to standards adopted under the Code of Virginia § 53.1-68, as amended.
- (2) Any place or operation that prepares or stores food for distribution to persons of the same business operation or of a related business operation for service to the public.

including operations preparing or storing food for catering services, push cart operations, hotdog stands, and other mobile points of service.

Excluded from the definition is any place manufacturing packaged or canned foods that are distributed to grocery stores or other similar retailers for sale to the public.

Seller

Any person who sells food in or from a restaurant or as a caterer.

Treasurer

The Treasurer of the county and any of his/her duly authorized deputies, assistants, employees or agents.

Section 279-2. Levy of tax; amount.

In addition to all other taxes and fees of any kind now or hereafter imposed by law, a tax is hereby levied and imposed on the purchaser of all food served, sold or delivered for human consumption in all portions of the county, except where a town has enacted a similar ordinance, in or from a restaurant, whether prepared in such restaurant or not, or prepared by a caterer. The rate of this tax shall be six percent (6%) on the amount paid for such food. In the computation of this tax, any fraction of one-half cent (\$0.005) or more shall be treated as one cent (\$0.01).

Section 3. Exemptions.

The following purchases of food shall not be subject to the tax under this ordinance:

- (1) Food and beverages sold through vending machines.
- (2) Food sold by boardinghouses that do not accommodate transients.
- (3) Food sold by cafeterias operated by industrial plants for employees only.
- (4) Food sold by restaurants to their employees as part of their compensation when no charge is made to the employee.
- (5) Food sold by volunteer fire departments and volunteer emergency medical services agencies; nonprofit churches or other religious bodies; educational, charitable, fraternal, or benevolent organizations, the first three times per calendar year and, beginning with the fourth time, on the first one hundred thousand dollars (\$100,000.00) of gross receipts per calendar year from sales of food and beverages (excluding gross receipts from the first three times), as a fundraising activity, the gross proceeds of which are to be used by such church, religious body or organization exclusively for nonprofit educational, charitable, benevolent, or religious purposes.
- (6) Food sold by churches that serve meals for their members as a regular part of their religious observances.

- (7) Food sold by public or private elementary or secondary schools or institutions of higher education to their students or employees.
- (8) Food sold by hospitals, medical clinics, convalescent homes, nursing homes, or other extended care facilities to patients or residents thereof.
- (9) Food sold by day care centers.
- (10) Food sold by homes for the aged, infirm, handicapped, battered women, narcotic addicts, or alcoholics.
- (11) Food sold by age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees.
- (12) Food sold by sellers at local farmers markets and roadside stands, when such sellers' annual income from such sales does not exceed two thousand five hundred dollars (\$2,500.00). For this exemption, the sellers' annual income shall include income from sales at all local farmers markets and roadside stands, not just those sales occurring in the locality imposing the tax.
- (13) Food when used or consumed and paid for by the Commonwealth, any political subdivision of the Commonwealth, or the United States.
- (14) Food provided by a public or private nonprofit charitable organization or establishment to elderly, infirm, blind, handicapped, or needy persons in their homes or at central locations.
- (15) Food provided by private establishments that contract with the appropriate agency of the Commonwealth to offer food, food products, or beverages for immediate consumption at concession prices to elderly, infirm, blind, handicapped, or needy persons in their homes or at central locations.
- (16) A grocery store or convenience store shall not be subject to the tax except for any portion of the grocery store or convenience store designated as a delicatessen counter selling prepared foods ready for human consumption.
- (17) Alcoholic beverages sold in factory sealed containers and purchased for off-premises consumption
- (18) Food purchased for human consumption as "food" is defined in the Food Stamp Act of 1977, 7 U.S.C. § 2012, as amended, and federal regulations adopted pursuant to that act, except for the following items: sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily of an assortment of vegetables, and non-factory sealed beverages. This exemption does not include hot food or hot food products ready for immediate consumption.

Section 279-3. Tips and service charges.

No tax shall be levied upon that portion of the amount paid by the purchaser as a discretionary gratuity in addition to the sales price or that portion of the amount paid by the purchaser as a mandatory gratuity or service charge added by the restaurant in addition to the sales price, but only to the extent that such mandatory gratuity or service charge does not exceed twenty percent (20%) of the sales price.

Section 279-4. Payment and collection of tax.

Every seller of food with respect to which a tax is levied under this ordinance shall collect the amount of tax imposed under this ordinance from the purchaser on whom the same is levied at the time payment for such food becomes due and payable, whether payment is to be made in cash or on credit by means of a credit card or otherwise. The amount of tax owed by the purchaser shall be added to the cost of the food by the seller who shall pay the taxes collected to the county as provided in this ordinance. Taxes collected by the seller shall be held in trust by the seller for the county until remitted to the county.

Section 279-5. Deduction for seller.

For the purpose of compensating sellers for the collection of the tax imposed by this ordinance, every seller shall be allowed three percent (3%) of the amount of the tax due and accounted for in the form of a deduction on his/her monthly return; provided, the full amount shall be due if any part of the payment is delinquent at the time of payment.

Section 279-6. Reports and remittances generally.

Every seller of food with respect to which a tax is levied under this ordinance shall make out a report, upon such forms and setting forth such information as the Commissioner may prescribe and require, showing the amount of food charges collected and the tax required to be collected, and shall sign and deliver such report to the Commissioner with a remittance of such tax made payable to the Treasurer of the county. It shall be presumed that all food served, sold, or delivered in the county in or from a restaurant is taxable under this ordinance and the burden shall be upon the seller of food to establish by records what food is not taxable. Such reports and remittance shall be made on or before the twentieth (20th) day of each month, covering the amount of tax collected during the preceding month.

Section 279-7. Preservation of records.

It shall be the duty of any seller of food liable for collection and remittance of the taxes imposed by this ordinance to keep and preserve for a period of three (3) years records showing gross sales of all food and beverages, the amount charged the purchase for each such purchase, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this ordinance. The Commissioner shall have the power to examine such records at reasonable times and without unreasonable interference with the business of the seller for the purpose of administering and enforcing the provisions of this ordinance and to make copies of all or any parts thereof.

Section 279-8. Duty of seller when going out of business.

Whenever any seller required to collect and pay to the county a tax under this ordinance shall cease to operate or otherwise dispose of his/her business, any tax payable under this ordinance shall become immediately due and payable and such person shall immediately make a return and pay the tax due.

Section 279-9. Advertising payment or absorption of tax prohibited.

No seller shall advertise or hold out to the public in any manner, directly or indirectly, that all or any part of the tax imposed under this article will be paid or absorbed by the seller or anyone else, or that the seller or anyone else will relieve the purchaser of the payment of all or any part of the tax.

Section 279-10. Enforcement; duty of Commissioner.

It shall be the duty of the Commissioner to ascertain the name of every seller liable for the collection of the tax imposed by this ordinance, who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this ordinance. The Commissioner shall have all of the enforcement powers as authorized by Article 1, Chapter 31 of Title 58.1 of the Code of Virginia, as amended, for purposes of this ordinance.

Section 279-11. Procedure upon failure to collect, report, etc.

If any seller whose duty it is to do so shall fail or refuse to collect the tax imposed under this ordinance and to make, within the time provided in this ordinance, the reports and remittances mentioned in this ordinance, the Commissioner shall proceed in such manner as he/she may deem best to obtain facts and information on which to base his/her estimate of the tax due. As soon as the Commissioner shall procure such facts and information as he is able to obtain upon which to base the assessment of any tax payable by any seller who has failed or refused to collect such tax and to make such report and remittance, he/she shall proceed to determine and assess against such seller the tax and penalties provided for by this ordinance and shall notify such seller, by registered mail sent to his/her last known place of address, of the total amount of such tax and penalties and the total amount thereof shall be payable within ten (10) days from the date such notice is sent.

Section 279-12. Collection.

The Treasurer shall have the power and the duty of collecting the taxes imposed and levied hereunder and shall cause the same to be paid into the general treasury for the county.

Section 279-13. Penalty for late remittance or false return.

If any seller whose duty it is to do so shall fail or refuse to file any return required by this ordinance or to remit the tax required to be collected and paid under this ordinance within the time and in the amount specified in this ordinance, there shall be added to such tax by the Commissioner a penalty of:

- (1) For failure to remit the tax when due: ten percent (10%) of the total amount of the tax owed if the failure is not for more than thirty (30) days, with an additional penalty of five percent (5%) of the total amount of tax owed for each additional thirty (30) or fraction thereof during which the failure continues, such penalty not to exceed twenty-five percent (25%) of the tax owed, provided, however, the minimum penalty shall be ten dollars (\$10.00).
- (2) For failure to file a report when due: ten percent (10%) of the tax assessable on such return or ten dollars (\$10.00), whichever is greater; provided, however, that the penalty shall in no case exceed the amount of the tax assessable.

Section 279-14. Violations.

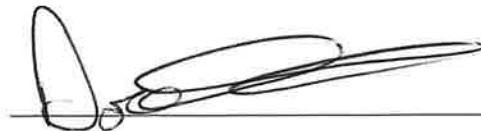
Any person required to collect, account for and pay over tax under this article, who willfully fails to collect or truthfully account for and pay over such tax, and any person who willfully evades or attempts to evade any such tax or payment thereof, shall be guilty of a Class 1 misdemeanor if the amount of the tax lawfully assessed in connection with the return is more than one thousand dollars (\$1,000.00); and a Class 3 misdemeanor if the amount of the tax lawfully assessed in connection with the return is one thousand dollars (\$1,000.00) or less.

Conviction of such violation shall not relieve any person from the payment, collection or remittance of the taxes or penalties provided for in this ordinance. Any agreement by any person to pay the taxes or penalties provided for in this ordinance by a series of installment payments shall not relieve any person of criminal liability for violation of this ordinance until the full amount of taxes and penalties agreed to be paid by such person is received by the Treasurer. Each failure, refusal, neglect or violation, and each day's continuance thereof, shall constitute a separate offense.

Section 279-15. Effective date.

This ordinance shall be in force and effect in Amelia County on and after its date of adoption by the Board of Supervisors.

Effective date: January 1, 2025



David M. Felts, Chairman
Amelia County Board of Supervisors

Attest:



A. Taylor Harvie, III