



**GLOUCESTER COUNTY BOARD OF SUPERVISORS
JOINT MEETING WITH SCHOOL BOARD
AGENDA**

Tuesday, October 15, 2024, 6:00 p.m.

**Thomas Calhoun Walker Education Center Auditorium
6099 T. C. Walker Road
Gloucester, VA 23061**

	Pages
1. Call to Order and Roll Call	
a. Board of Supervisors	
b. School Board	
2. Invocation and Pledge of Allegiance - Kenneth W. Gibson - Supervisor, Petsworth District and Waylon Hudgins - Petsworth Elementary	
3. Accent on Academics - Student/Faculty Presentation	
a. Workforce Development in the Construction Technology Program – Tim Extine – Construction Technician, Gloucester High School	3
4. Approval of the Board of Supervisors Minutes - June 4 and 6, 2024	4
5. Adoption of the Agenda	
6. Approval of the Consent Agenda	
a. Resolution of Appreciation for Harrison Dixon for Service on the Gloucester Board of Social Services – Lisa Kersey, SHRM-CP – Director of Social Services	35
b. Resolution Supporting Operation Green Light for Veterans – Carol Steele – County Administrator	38
c. Designation of Voting Credentials for the Virginia Association of Counties 2024 Annual Business Meeting – Carol Steele – County Administrator	41
7. Matters Presented by the Boards	
8. County Administrator / Superintendent Items	
9. Citizens' Comment Period - (limited to topics on the Work Session agenda only) (Speakers should provide 10 copies of handouts if any)	
10. Work Session Agenda	
a. Gloucester County Public Schools Enrollment Update (September 30, ADM) – Dr. Anthony Vladu – Superintendent of Schools	44
b. Gloucester County Public Schools Capital Improvement Projects Update – Bryan Hartley –Deputy Superintendent of Schools	46

c.	School Safety and Security Update – Bryan Hartley – Deputy Superintendent of Schools	68
d.	Discussion of the Proposed Calendar for the 2025 Joint Meetings of the Board of Supervisors and School Board – Dr. Anthony Vladu – Superintendent of Schools and Carol Steele – County Administrator	76
e.	Resolution Setting the FY2026 Gloucester County Budget Calendar – Carol Steele – County Administrator	77
f.	Discussion of Gloucester County Public Schools Legislative Priorities for the 2025 General Assembly Session – Dr. Anthony Vladu – Superintendent of Schools	81
g.	Discussion of and Request for Input on County’s Legislative Priorities for the 2025 General Assembly Session – Carol Steele – County Administrator	87
h.	Consideration of Ordinance Amending Several Sections of Chapter 9 of the Gloucester County Code – Garbage and Refuse – Ted Wilmot – County Attorney	92
11.	Supervisors / School Board Members Discussion	
12.	Adjournment	



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: III - A

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☒ PRESENTATION
- ☐ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☒ INFORMATION / DISCUSSION
- ☐ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Tim Extine

TITLE: Construction Tech, Gloucester High School

AGENDA TITLE: Workforce Development in the Construction Technology Program Presentation

BACKGROUND / SUMMARY:

Tim Extine, Construction Tech at Gloucester High School along with his student will give a presentation with particular focus on Workforce Development in the Construction Technology Program.

ATTACHMENTS:

None

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Tim Extine

Phone: 804-693-2526

Email: timothy.extine@gc.k12.va.us

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS HELD ON TUESDAY, JUNE 4, 2024, AT 6:00 P.M. IN THE COLONIAL COURTHOUSE, 6504 MAIN STREET, GLOUCESTER, VIRGINIA:

1. Call to Order and Roll Call

Mr. Hutson called the meeting to order, and Ms. Steele took roll call.

THERE WERE PRESENT: Christopher A. Hutson, Chair
Kevin M. Smith, Vice Chair
Ashley C. Chriscoe
Kenneth W. Gibson
Robert J. Orth

THERE WERE ABSENT: Phillip N. Bazzani
Michael A. Nicosia

ALSO IN ATTENDANCE: Edwin "Ted" Wilmot, County Attorney
Carol Steele, County Administrator

2. Invocation and Pledge of Allegiance – Kevin M. Smith, Vice Chair and Emmalynn Hemphill – Peasley Elementary

Mr. Hutson asked all to stand for a moment of silence in recognition of the anniversary of D-Day.

After the moment of silence, Mr. Smith gave an invocation. Ms. Emmalynn Hemphill of Peasley Elementary then led all in attendance in the Pledge of Allegiance to the Flag of the United States of America.

3. Approval of the Minutes - February 20, 2024

Mr. Chriscoe moved, seconded by Dr. Orth, to approve the minutes of the February 20, 2024, meeting as presented. The motion carried and was approved by a unanimous voice vote.

4. Adoption of the Agenda

Mr. Hutson stated that an item needed to be added to the agenda for an ARPA (American Rescue Plan Act) discussion.

Mr. Chriscoe moved, seconded by Dr. Orth, to adopt the agenda as amended. The motion carried and was approved by a unanimous voice vote.

5. Approval of the Consent Agenda

Dr. Orth moved, seconded by Mr. Chriscoe, to approve the consent agenda. The motion carried and was approved by a unanimous voice vote.

a. Reappointment of Alternate Subdivision Agents – Anne Ducey-Ortiz, AICP, CZA – Director of Planning, Zoning & Environmental Programs

A RESOLUTION REAPPOINTING ALTERNATE SUBDIVISION AGENTS TO ACT IN THE ABSENCE OF THE SUBDIVISION AGENT

WHEREAS, the Gloucester Board of has previously adopted a Subdivision Ordinance for Gloucester County; and

WHEREAS, pursuant to Virginia Code Sections 15.2-2255 and 15.2-2258 and Sections 15-3 and Section 15-6 of the Subdivision Ordinance, the Board appointed Anne Ducey-Ortiz as the agent to administer the ordinance by resolution dated May 20, 2008; and

WHEREAS, in May 2019, the Board of Supervisors appointed the Deputy County Administrator as the Primary Alternate Subdivision Agent and the Senior Comprehensive Planner in the Department of Planning, Zoning, and Environmental Programs as the Secondary Alternate Subdivision Agent to serve in the absence of, disability of, or vacancy in the position of the Subdivision Agent; and

WHEREAS, the individuals and/or positions named in the Resolution designating the Primary and Secondary Alternate Subdivision Agents have changed since its adoption; and

WHEREAS, the Board of Supervisors desires to reappoint alternate agents to administer the Subdivision Ordinance in the absence of the Subdivision Agent to provide for a more efficient review and approval process; and

WHEREAS, the Board would like to designate the alternate agents by position and title in order to provide for continuity in the role over time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of Gloucester County, Virginia, this 4th day of June 2024, that those in the position of Assistant Director of Planning, Zoning, and Environmental Programs be designated as the Primary Alternate Subdivision Agent and those in the positions of Senior Comprehensive Planner in the Department of Planning, Zoning, and Environmental Programs (if applicable) and Deputy County Administrator be designated as the Secondary Alternate Subdivision Agents to serve in the absence of, disability of, or vacancy in the position of the Subdivision Agent.

6. Matters Presented by the Board

Mr. Gibson recognized the Gloucester High School softball and baseball teams for winning the regional championship games. He wished them the best of luck in tonight's championship games.

7. County Administrator Items

Ms. Steele reminded everyone that the Board will meet with the Planning Commission on Thursday, June 6. The Planning Commission will be holding its public hearing on the zoning changes on July 11. She also noted that there will be one meeting for the Board of Supervisors in July to be held on July 16. She then stated that some questions had been raised about the mowing schedule on Route 17. Mr. Bains checked, and the mowing should begin any day now. Finally, she congratulated Mr. Wright, Deputy County Administrator, who was the recipient of the Julian F. Hirsch Distinguished Service Award. She stated that this was the second year in a row for a Gloucester recipient as Mr. Bains won the award last year.

8. Scheduled Presentations

a. General Assembly Update – The Honorable M. Keith Hodges – Delegate 68th District, Virginia House of Delegates

Delegate Hodges thanked the Board for allowing him to speak and for what the members do each day. He recognized that local government was a much more

difficult job. He provided an update from the General Assembly. He noted that the members returned on May 13 after the regular session to pass a compromise budget. He advised that the revenue forecast was a little bit better than expected, and they were able to maintain spending levels without a tax increase. No additional authority was passed to allow the 1% sales tax for schools statewide. Gloucester was in on that before and it has been wonderful for Gloucester schools. Overall it was a good compromise. He did not agree with everything, but the General Assembly had to get the work done. He provided a review of some of the budget features to include a 3% wage hike for state and local employees and teachers; \$2.5 billion in funding for K-12 and additional funding for early childhood education; \$4 million in waterway maintenance fund; creation of a chief resiliency officer; \$201 million for BMPs (Best Management Practice); and support for Soil and Water Conservation Districts. He noted that every session was different and overall this one was fairly successful. He stated however, that in one day there were 71 bills that went through the rules committee and every one of them died. Many dealt with boards and commissions and public input. He stated that was not the way it should work. He then discussed blue catfish and noted that Gloucester Sea Farms was the recipient of a grant to invest in a flash freeze process. He reviewed dredging, living shorelines, and the coastal policy center. He stated that healthcare was the number one employer in the Middle Peninsula in the private sector. He noted that investments needed to be made in healthcare and the healthcare workforce.

Dr. Orth stated that he appreciated all the work that Delegate Hodges was doing. He asked if Delegate Hodges could elaborate on the issue with the veteran's benefits.

Delegate Hodges stated that he was not sure yet if the Governor would call a special session, but he felt certain they would find a way to work on this issue.

Senator McDougle then provided an update. He stated that he was the newbie representing Gloucester and had a lot to learn. He noted that the session was arduous this year. There were about 780 things that they all agreed on and a lot that they did not agree on, with the Governor vetoing over 200 items. The challenge was coming to agreement on the budget. It needed to be bipartisan. He reviewed that they were able to fund constitutional officers. He noted that for Gloucester the increase in K-12 funding was about \$10 million. He noted the funding for dredging and some of the capital projects at VIMS (Virginia Institute for Marine Science). He stated that there had been a question on the veteran's program. He reviewed that the program started several years ago to pay for the college education for dependents of those killed in action or veterans who were 100% disabled due to injuries on active service. Several years ago there was legislation to expand that benefit. The estimates for the cost of that program expansion at the time were about \$6 million but now the costs were \$180 million so substantially greater. He noted some of the other issues. He stated that there was a commitment of the democrats, republicans, and the Governor

to fix the issues. He noted that they were waiting to see if the General Assembly would be called back into session.

Dr. Orth asked about the effect of disabled veterans tax relief on localities. He noted that this was a valuable program honoring those who served the country. As a County, he stated that it was necessary to balance the budget while removing significant income.

Senator McDougle noted that it was a balance. He stated that the General Assembly had made a decision to tax veterans retirement income differently to encourage them to stay in Virginia. He then stated that he appreciated the job of the Board. He noted that in the General Assembly they were lucky to look at big policy issues, but what the Board had to do with policies directly impacting citizens was important.

b. Middle Peninsula Northern Neck Community Services Board Update – Linda G. Hodges, LCSW - Executive Director, MPNNCSB

Ms. Hodges stated that the organization recently celebrated 50 years of service. It was a delightful event and Mr. Wright was one of the speakers. She reviewed that 50 years ago they were one of the last Community Services Boards to be formed in the Commonwealth. At that time, there were 1,700 people living at what was called the Petersburg State Colony. Those who were born with developmental disabilities were often placed there as children to live there for the rest of their lives. The rationale at the time was that parents and schools were not prepared to raise or educate them. Now, there was only one center of that type left and it served 75 individuals. Currently, other individuals live in their communities, either with parents or in residential facilities, and they thrive in these environments. She reviewed the services that their agency was able to provide and thanked the Board for its support over the past 50 years. She noted that when they first formed, they were called Middle Peninsula Northern Neck Mental Health and Mental Retardation Services. Later, the name was changed to Middle Peninsula Northern Neck Community Services Board. Now, the name had officially been changed to the Middle Peninsula Northern Neck Behavioral Health. She reviewed the financial status of the agency. Finally, she stated that she was retiring at the end of the month. She stated that she was fortunate to have served in the position for the last several years. She introduced Ms. Melissa Devault who would be taking over the helm on July 1st.

Mr. Gibson congratulated Ms. Hodges on her years of service to the community and he welcomed Ms. Devault to her new position.

Mr. Hutson also thanked Ms. Hodges for all she had done and welcomed Ms. Devault.

c. Third Quarter Financial Report for period Ending March 31, 2024 (Unaudited) – Maria Calloway – Chief Financial Officer

Ms. Calloway advised that the full financials were in the packet. She reviewed the topics that she would cover. Beginning with the general fund revenue she advised

that 96% of the fund was made up of property taxes, other local taxes, and state revenue. She noted that if revenues were received evenly throughout the year, then 75% of revenue would have been collected at this point. However, revenues were not collected evenly. She reviewed the major revenue funds and noted the reasons for the variances to the budget. On the interest earnings, she noted that the interest rates were high and therefore the amount of interest earned was higher than budgeted. She advised that she recently learned that the interest earnings on ARPA (American Rescue Plan Act) funds were not restricted. She stated that the County Attorney had confirmed that information and those earnings would now become part of the General Fund. She then provided an update on property taxes. She advised that the land book and personal property book just came out from the Commissioner's office in May. She stated that in comparing the projections with the book information, we were within 0.05% of the real estate and 1% of the personal property tax estimates. She then reviewed other local taxes which were meeting projections.

Ms. Calloway then reviewed general fund expenses, noting that spending was at 71% for the year. She advised that they had implemented a more hands on approach to expenses. The Budget Analyst met with departments on a quarterly basis to review budgets. In addition, the Analyst now also reviews purchase orders. She noted that a slight increase was expected in the vacancy and transfer savings. She reviewed the estimated unassigned fund balance and stated as a reminder that this would not change until the FY24 financials were finalized in September. She then reviewed the Capital Fund. She noted that she provided a list of some of the projects and the status. She advised that the financials in the packet showed the budgets and actual expenses for each of the projects. She stated that they had been working on a capital projects website and she showed a screen shot of that website. She then provided an update on the utilities fund. She noted the Board had received an update from the Director of Utilities at the last meeting. She advised that the water and sewer billings make up 91% of the revenue for the department. She stated that there if the billings do not meet the needs of the expenses, there were no other revenue streams. She reviewed the trends. She advised that the utilities fund balance was projected to be \$1.7 million. She stated that there was a plan in place and an approach for each utilities project, but from a financial perspective, \$1.7 million was not a comfortable place given the needs. She then provided an update on the school sales tax fund. She stated that it was on target at a 74% collection rate.

Ms. Calloway stated that as FY24 was finalized, they were looking at how decisions were impacting the FY25 budget. She noted that the County had engaged a new health insurance consultant to help navigate that system and the new consultant cost was slightly higher. She stated that an unsolicited proposal was received by another company for property and liability coverage that would result in a decreased cost for FY25 and that would offset the increase on the health insurance consultant. She stated that staff was wrapping up the fiscal year. The auditors would

be on site to conduct the preliminary field work next week and would finalize the work at the end of September. She stated that overall for FY24, things were looking good. She advised that some revenue shortfalls were projected to be offset by overages in other areas.

9. Citizens' Comment Period

CAROLYN PITTMAN - GIRL SCOUTS OF THE COLONIAL COAST

Ms. Pittman spoke about an issue that impacts Girl Scout Camp Burkes Mill Pond and 78 neighboring property holders. She stated that Camp Burkes Mill Pond was 36.7 acres that was maintained and owned by the Girl Scouts of the Colonial Coast and included part of Burkes Mill Pond and Burkes dam. She stated that the camp was two parcels separated by Route 602. She reviewed the amenities of the camp. She stated that Burkes Mill Pond was 51.6 acres and offered Girl Scouts and waterfront property owners a place to enjoy many waters related opportunities. She advised that the Girl Scouts of the Colonial Coast was the sole owner of the spillway and a part owner of the dam with VDOT (Virginia Department of Transportation) and another private owner. She reviewed that in 2021, they received a letter from the Virginia Department of Conservation and Recreation that the dam was out of compliance with new regulations. She reviewed the issues. She stated that to date they had completed all remediation recommendations. She advised that they were required to complete an alternative analysis for a solution. She reviewed the results, noting that the most affordable but most radical solution would be to decommission the dam, resulting in the loss of the camp and loss of waterfront access for the property owners. She stated that the next steps would be for all owners to work collaboratively to address the deficiency of the dam. She noted the steps that they had taken. She stated that they wanted the Board to be aware of the situation and to offer the opportunity to collaborate with them due to the impact to Gloucester County and the citizens.

CATHERINE CARTER - ABINGDON DISTRICT

Ms. Carter stated that both the Constitution of the United States of America and the Constitution of Virginia were the contracts for the Board members. She noted that the founding fathers deliberately did not create a democracy. She stated that the Constitution prescribed for every state a republican form of government. She also stated that the Constitution of Virginia defined that government. She reviewed portions of the Constitution and noted concerns about freedom of speech.

HOWARD MOWRY - YORK DISTRICT

Mr. Mowry stated that Ms. Calloway had put together a good presentation. He recommended that the budget for FY26 have every department listed with their costs broken out into three sections: salaries, benefits, and operating costs. He stated that then the citizens could see what departments were self-sustaining by revenue. He then stated that he received a picture of the newly paved Beaverdam parking lot. He recommended that the handicapped parking include 10-15 feet wide hash marks for

those exiting in a wheelchair. He stated that there appeared to be a shortfall of \$1 million in the Treasurer's report. He stated that millions of dollars were doled out annually and called grants. They used to be called pork. He advised that there needed to be a process to set aside funding for infrastructure repairs.

DIANE JONES - WARE DISTRICT

Ms. Jones stated that she was encouraged to see the word audit in the financials because it was needed. She noted that the funds that go to the schools needed to be audited as well. She expressed that she was glad to see there would be a different insurance for employees. When they receive a raise and then insurance rates go up, the raise was gone. She stated that the County logo was tacky, and the County needed to have a contest for a new logo.

10. Public Hearings

a. Public Hearing to Consider Tower Lease Agreement between New Cingular Wireless PCS, LLC, and Gloucester County – George Bains, P.E. – Deputy County Administrator

Mr. Bains stated that this was the public hearing to consider a tower lease for the Beehive Drive tower. He reviewed that the County was approached by representatives of New Cingular Wireless to install communications equipment on the County-owned tower on Beehive Drive. He advised that drafts of the agreement had been reviewed multiple times by the County Attorney and other staff.

Mr. Chriscoe confirmed that the agreement was acceptable to the County Attorney.

Mr. Hutson opened the public hearing for public comment.

As there were no speakers, Mr. Hutson closed the public hearing and turned the matter over to the Board.

Mr. Chriscoe moved, seconded by Dr. Orth, to approve the resolution. The motion carried and was approved by the following roll call vote: Mr. Chriscoe, Mr. Hutson, Dr. Orth, Mr. Smith, and Mr. Gibson - yes. Mr. Bazzani and Mr. Nicosia were absent.

RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ON BEHALF OF GLOUCESTER COUNTY AGREEMENTS WITH NEW CINGULAR WIRELESS, PCS, LLC FOR THE LEASE OF TOWER SPACE

WHEREAS, New Cingular Wireless, PCS, LLC, has requested that it be allowed to lease space on County-owned real property (tower), on property located at and identified as 6688 Beehive Drive, RPC 20425, for the purposes of siting and operating thereon telecommunications equipment; and

WHEREAS, to allow New Cingular Wireless, PCS, LLC to install its equipment on the Beehive Drive transmission tower, it is necessary for the County to enter into a tower lease and memorandum of lease, which requires a public hearing; and

WHEREAS, the Board of Supervisors held a duly advertised public hearing on June 4, 2024.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors does hereby authorize the leasing of the County-owned Beehive Drive transmission tower located at 6688 Beehive Drive, RPC 20425.

BE IT FURTHER RESOLVED that the Board authorizes the County Administrator to act on behalf of the County to accept and execute documents substantially similar in content to the attached tower lease and memorandum of lease to effect that leasing.

Market: VAWA Market
Cell Site Number: NF518
Cell Site Name: Gloucester/York County Tower
Fixed Asset Number: 15387847

OPTION AND TOWER STRUCTURE LEASE AGREEMENT

THIS OPTION AND TOWER STRUCTURE LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Gloucester County, Virginia, through its Board of Supervisors, having a mailing address of 6489 Main Street, Gloucester, VA 23061 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a tower structure (the “**Tower**”), together with all rights and privileges arising in connection therewith, located at 6688 Beehive Drive, also known as RPC 20425, Tax Map No. 32-190, in the County of Gloucester, Commonwealth of Virginia, 23061 (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord hereby grants to Tenant an option (the “**Option**”) to lease a portion of the Property consisting of:

(i) Approximately 250 square feet of ground space, as described on attached **Exhibit 1**, for the placement of Tenant’s equipment (the “**Ground Space**”);

(ii) The portion of the Tower selected by Tenant and dedicated for Tenant’s use, and consisting of an envelope of twelve (12) contiguous vertical feet of space within which any portion of Tenant’s communication equipment and improvements might be located, operated or maintained (the “**Primary RAD Space**”). The Primary RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, (to encompass attached antenna and in no case extends horizontally beyond 15’), that is perpendicular to such 12-foot vertical envelope and any portion of vertical space on the Tower on which Tenant’s communication equipment is located. The location of the Primary RAD Space is identified in **Exhibit 1**. At any time during the Term of this Agreement, Tenant may use portions of the Tower outside of, but adjacent to, the Primary RAD Space to accommodate Tenant’s improvements and equipment that extend outside the Primary RAD Space (the “**Extended Primary RAD Space**”), subject to Tenant’s confirmation and Landlord approval which will not be unreasonably withheld or conditioned that the space is available and that sufficient structural loading capacity is available or can be made available through structural modifications of the Tower. The Primary RAD Space, as it might be expanded by the Extended Primary RAD Space at any time during the Term of this Agreement, shall continue to be referred to as the Primary RAD Space;

(iii) Those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections (and the cables, wires, and other necessary connections and improvements of such third parties related to Tenant, such as Tenant’s utility providers) are located between the Ground Space or Incremental Ground Space, and the Primary RAD Space or any Additional RAD Space and the electric power, telephone, fiber, and fuel sources for the Property (hereinafter collectively referred to as the “**Connection Space**”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Ground Space and Primary RAD Space; and between Tenant’s equipment in the Ground Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Ground Space, Primary RAD Space, and Connection Space, are hereinafter collectively referred to as the “**Premises**.”

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning permits, variances, zoning

ordinance amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Initial Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) within thirty (30) business days of the Effective Date. The Option will be for a term of one (1) year commencing on the Effective Date (the "**Initial Option Term**").

(d) The Option may be sold, assigned or transferred at any time by Tenant without Landlord's consent to: (a) Tenant's Affiliate (as that term is hereinafter defined); (b) any entity which itself, or through an Affiliate or principal, has been in the business of designing, engineering, building, and/or managing communication towers for at least five years; or (c) any entity that acquires all or substantially all of Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located.. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been wholly sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or Property or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. PERMITTED USE.

(a) If the option is exercised, Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "**Communication Facility**" or "**Communication Facilities**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment and must be in compliance with all applicable laws and regulations, including zoning, and to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant's safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant's expense. Tenant has the right to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

(b) Landlord agrees that Tenant may use and occupy additional space on the Tower at any additional RAD center(s) (each, an "**Additional RAD**," and the additional space that Tenant uses or occupies, the "**Additional RAD Space**") upon the same terms and conditions set forth herein, provided that such space is available or becomes available and subject to Tenant's confirmation that sufficient structural loading capacity is

available or can be made available through structural modification of the Tower subject to Section 14(b). Additional RAD Space includes any area on a horizontal plane, extending in all directions from the Tower, (to encompass attached antenna and in no case extends beyond the limit of Landlord's Property), that is perpendicular to any portion of vertical space on the Tower on which the incremental equipment is located, operated, or maintained. Tenant may also use additional ground space at the Property in increments of one square foot outside of the Ground Space, provided that such space is available or might be made available (the "**Incremental Ground Space**"). Upon Tenant's use of any Additional RAD, Additional RAD Space, or Incremental Ground Space, such RAD or space shall be deemed part of the Premises.

3. **TERM.**

(a) If the option is exercised, the initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the "**Term.**"

4. **RENT.**

(a) Commencing on the earlier of the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), or six (6) months after the Term Commencement Date. Tenant will pay Landlord a yearly rental payment of Twenty Thousand and No/100 Dollars (\$20,000.00) (the "**Rent**"), at the address set forth above, on or before the fifth (5th) day of each lease year in advance. In a partial year occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In the event that Tenant uses or occupies an Additional RAD, Rent shall be increased by Two Hundred Fifty and No/100 Dollars (\$250.00) per month per each Additional RAD (the "**Additional RAD Rent**"). The initial amount of Additional RAD Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(c) In the event that Tenant uses or occupies Incremental Ground Space, Rent shall be increased by Twenty-Five and No/100 Dollars (\$25.00) per year per square foot of space (the "**Incremental Ground Space Rent**"). The initial amount of Incremental Ground Space Rent shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(d) In addition to the Additional RAD Rent, in the event that Tenant uses or occupies any Additional RAD Space and (i) Tenant has used all of the Allowed Wind Load Surface Area, (ii) structural modifications are required because Tenant's use or occupancy of the Additional RAD Space causes the Tower to exceed the maximum allowable combined stress ratio under the structural standards generally accepted within the telecommunications industry (the "**Structural Standards**"), and (iii) Tenant elects under Section 14(b) to have Landlord pay for those structural modifications, Rent shall be increased by the amount of \$0.08 per square inch of Wind Load Surface Area that exceeds the Allowed Wind Load Surface Area (the "**Incremental Use Rent**"). Otherwise, no Incremental Use Rent or other additional fees or charges shall be due and owing. The initial amount of Incremental Use Rent, if any, shall be subject to adjustment as provided in Section 4(e) of this Agreement.

(e) Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this agreement and any extension term, the annual rent shall increase by an amount equal to two percent (2%) of the annual rent due for the immediately preceding lease year.

(f) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain

Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage. Tenant agrees to include Gloucester County as additional insured.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Tenant will operate the Communication Facility in a manner and at frequencies that will not interfere with the County's Emergency/Law Enforcement Communications, both as existing and in the future. In the event Tenant's installations interfere with the foregoing Landlord's equipment or operations, Tenant will promptly cease the operations suspected of causing such interference after notice thereof (except for intermittent testing to determine the cause of such interference) until Tenant is able to resolve the interference. If the interference cannot be resolved, either party will be entitled to terminate this Agreement.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not interfere, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Tower; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest; and (vi) the lease of the portion of the Property as described herein has been duly authorized by the governing body constituting the Landlord, as evidenced by the documentation attached hereto as **Exhibit 2**.

11. ENVIRONMENTAL.

(a) Landlord represents that to the best of its knowledge and belief, except as may be identified in **Exhibit 3** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment and worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from Tenant's breach of its obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**; upon Tenant's request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair,

modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS as long as in compliance with all Federal and State government regulations.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall, at Landlord's option, be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation which were damaged, removed, or destroyed by virtue of Tenant's reasonable actions taken pursuant to this Agreement.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition.

(b) Landlord will maintain and repair the Property and access thereto, the Tower, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord shall maintain the Tower's structural integrity at all times (which shall mean that at no time will Landlord allow the Tower's condition to become, or remain, overstressed under the applicable structural standards set forth in the then-current version of the ANSI TIA-222). Landlord shall at all times during the Term of this Agreement reserve and have ready for Tenant's immediate use sufficient structural loading capacity on the Tower to support Tenant's installation of up to twenty-five thousand square inches (25,000 sq. in.) of Wind Load Surface Area, in the aggregate, of Communication Facilities anywhere on the Tower (the "**Allowed Wind Load Surface Area**"). "**Wind Load Surface Area**" means the Flat Plate Equivalent Area, as defined in ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors. Landlord shall be responsible for the costs of all structural modifications to the Tower, including the costs of related Government Approvals or other approvals, to support the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Primary RAD Space will require structural modifications to comply with the Structural Standards, Tenant will pay Landlord for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area. In the event that Tenant has used the Allowed Wind Load Surface Area and an installation of Communication Facilities within the Additional RAD Space will require structural modifications to comply with the Structural Standards, Tenant may, in its sole discretion, pay Landlord either (i) the cost for the portion of the structural modifications that is necessary to support Tenant's loading in excess of the Allowed Wind Load Surface Area; or (ii) an incremental increase in Rent in accordance with Section 4(d) of this Agreement so long as such amount is adequate to cover the costs of such modifications. In no event shall Tenant be responsible for Tower modification costs to support the installations of other tenants or for the Tower outside of Tenant's own use thereof to comply with applicable law so long as Tenant's installation is within the Allowed Wind Load Surface Area.

(c) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(d) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(e) Tenant will have the right to install and utilize utilities, at Tenant’s expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant’s or service company’s request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant’s failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord’s failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord’s failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord’s failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord’s default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord’s consent, to: (a) Tenant’s Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant’s assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant may not otherwise assign this Agreement without Landlord’s consent, Landlord’s consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:NF518; Cell Site Name: Gloucester/York County Tower (VAWA)
Fixed Asset #: 1538747
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #:NF518; Cell Site Name: Gloucester/York County Tower (VAWA)
Fixed Asset #:1538747
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: Gloucester County, Virginia
County Office Building Two
6489 Main Street
Gloucester, VA 23061

With a copy to: Gloucester County Attorney
P.O. Box 1309
Gloucester, VA 23061

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Each party shall provide notice to the other of any casualty or other harm affecting the Property within twenty-four (24) hours of the party's knowledge of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises and personal property and machinery and tools taxes as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b) of this Agreement, provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 of this Agreement.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer

- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its reasonable discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference reasonably unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 5**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

- (k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.
- (l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.
- (m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.
- (n) **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by Landlord and/or Tenant, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties.
- (o) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may reasonably request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

To the Option and Tower Structure Lease Agreement dated _____, 2024, by and between Gloucester County, Virginia and its Board of Supervisors, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Please see attached the C-1, C-2 and C-3 pages of the construction drawings depicting the Property, Lease Area, Ground Space, Primary RAD Space and Premises attached.

Notes:

- 1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT SUBJECT TO LANDLORD’S APPROVAL.
- 2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY’S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
- 3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.

- LEGEND**

 - Existing base line (dashed)
 - Existing base line (dashed)
 - Existing lot line (dashed)
 - Existing lot line (dashed)
 - Existing boundary line (dashed)
 - Existing fence
 - PROPOSED BUILDING
 - PROPOSED ACCESS/UTILITY EASEMENT
 - PROPOSED LEASE AREA
 - PROPOSED UNDERGROUND CONDUIT

NOTES:

 1. EXISTING AND PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
 2. FENCE, BOUNDARY INFORMATION BASED ON GLOUCESTER COUNTY DEED AND AS-BUILT DRAWINGS FROM VENDOR DATED 12/28/21. SURVEY NOT YET PERFORMED A SURVEY OR REVISOR THIS FENCE.
 3. ALL - NEW DRAIN (PUP) 12\"/>

ENLARGED SITE PLAN

Scale: 1" = 10' (0" = 10')

1

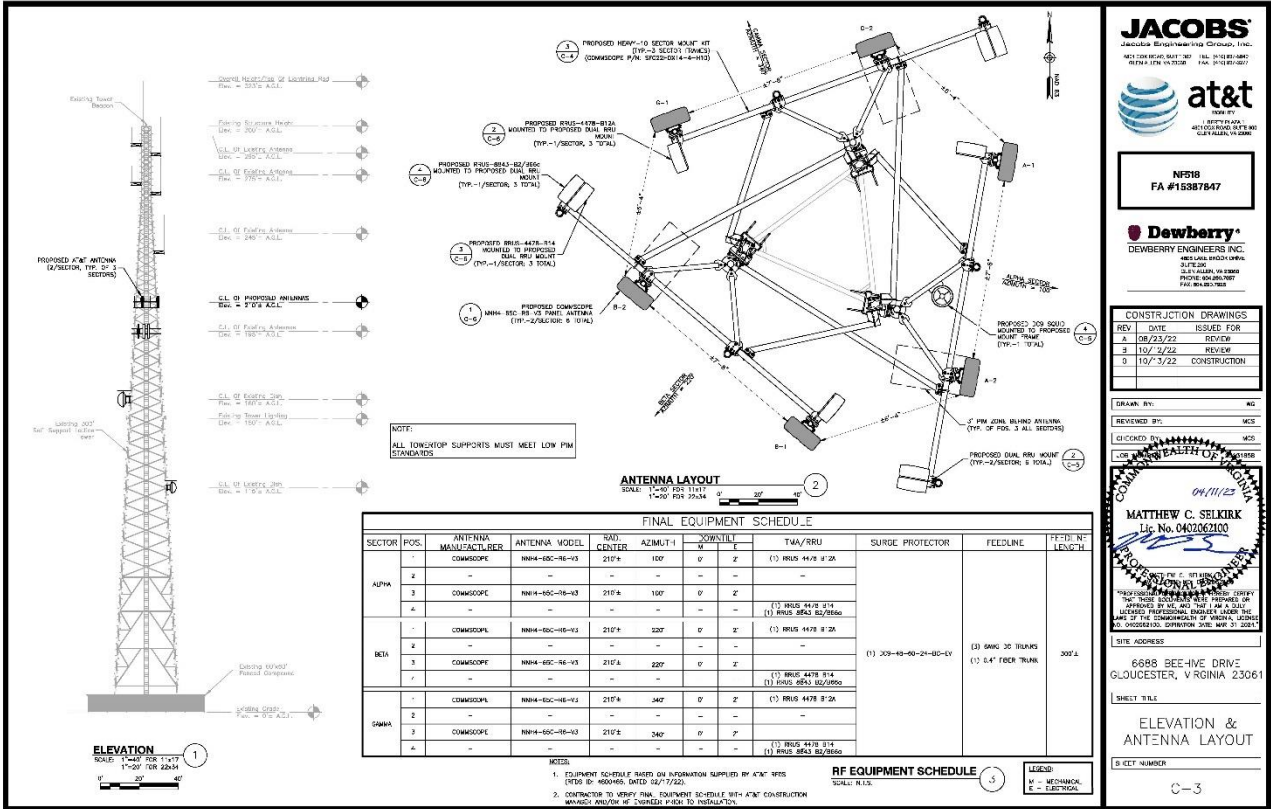


EXHIBIT 2

AUTHORITY DOCUMENTS FOR LANDLORD

(if applicable)
EXHIBIT 3

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

{ This Letter Goes On Landlord's Letterhead }

[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to New Cingular Wireless PCS LLC/

Dear Building and Security Staff,

Please be advised that we have signed a lease with New Cingular Wireless PCS LLC permitting it to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant New Cingular

Wireless PCS LLC and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, representatives may be seeking access to the property outside of normal business hours. Representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 5

MEMORANDUM OF LEASE

THE RECORDATION TAX ON THIS INSTRUMENT IS \$15.00 PURSUANT TO SECTION 58.1-807F OF THE CODE OF VIRGINIA, AS AMENDED, AS IT IS A LEASE TO AFFIX COMMUNICATIONS EQUIPMENT TO A TOWER OR OTHER STRUCTURE.

RPC 20425, Tax Map No. 32-190

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2024, by and between Gloucester County, Virginia, and its Board of Supervisors having its principal office/residing at 6489 Main Street, Gloucester, VA 23061 (hereinafter called “**Landlord**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

1. Landlord and Tenant entered into a certain Option and Tower Structure Lease Agreement (“**Agreement**”) on the ____ day of _____, 2024, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the option under the Agreement, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

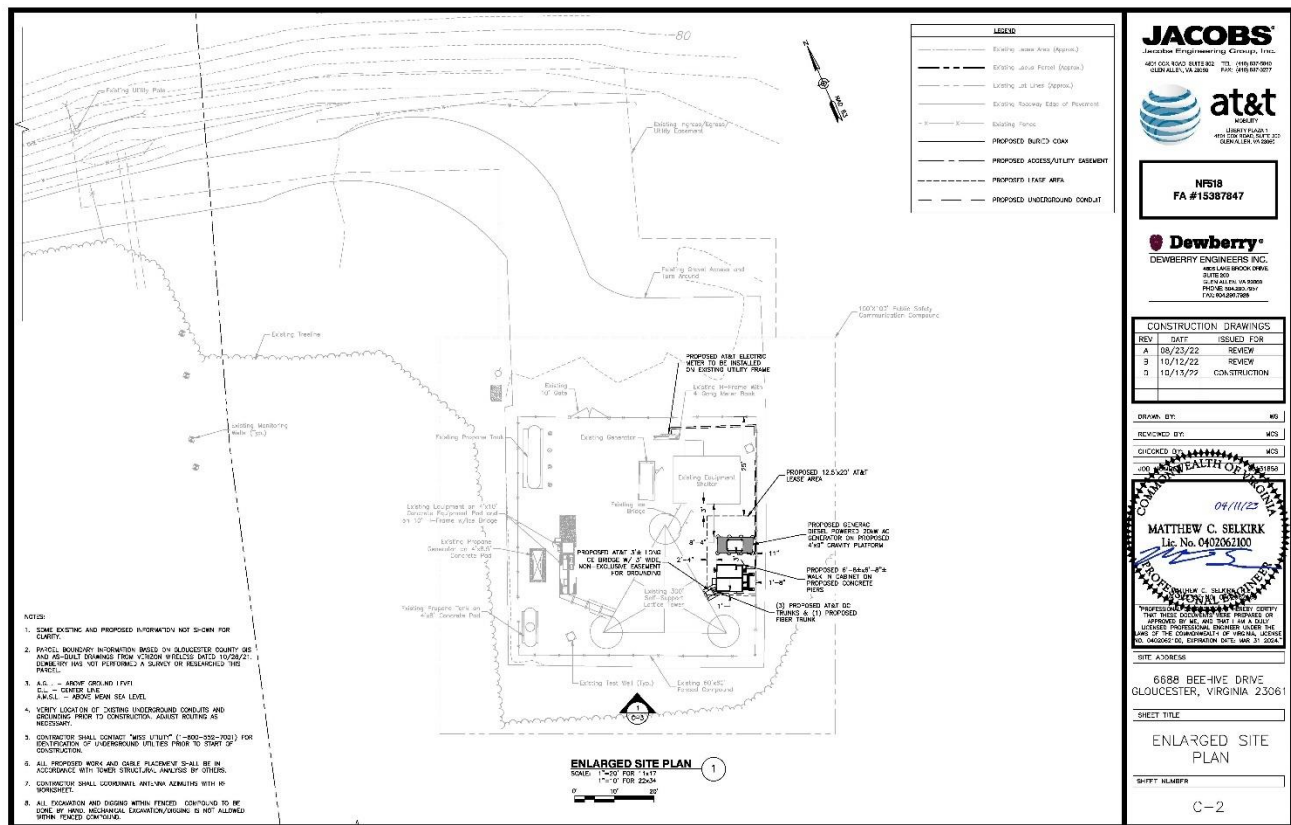
EXHIBIT 1

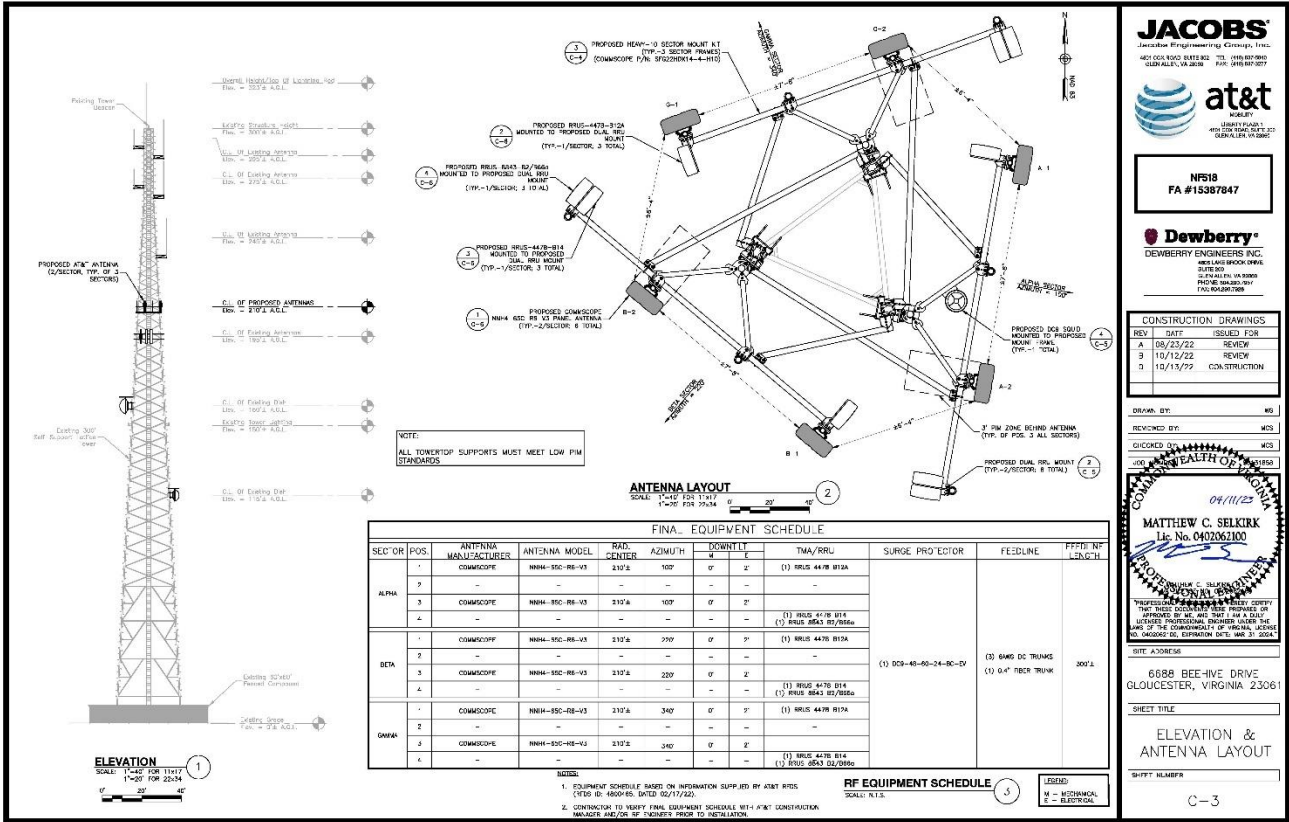
DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, 2024, by and between Gloucester County, Virginia and its Board of Supervisors, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Per page C-1, C-2 and C-3 of the attached construction drawings:





11. Regular Agenda

a. ARPA Spending

Ms. Steele reviewed that at the last meeting, Ms. Legg recommended that ARPA (American Rescue Plan Act) funding for pump station 11 be reallocated. She mentioned that pump station 11 still needed to be rebuilt but more work and plan drawings would be needed before that work could be completed. She noted that several projects were mentioned at the last meeting for potential use of the funds. She advised that this request was moved up due to the issues with the supply time for equipment. She stated that additional issues had been happening and reviewed some of those issues. She advised that as the projects to be completed would need to be vetted by the County Attorney, the resolution indicates the reallocation to other projects "pending approval by the County Attorney".

Mr. Chriscoe stated that he did not have a problem with this or the reallocation, but when utilities decided on the final projects, the Board needed to see the list.

Dr. Orth moved, seconded by Mr. Chriscoe, to approve the resolution. The motion carried and was approved by the following roll call vote: Mr. Chriscoe, Mr. Hutson, Dr. Orth, Mr. Smith, and Mr. Gibson - yes. Mr. Bazzani and Mr. Nicosia were absent.

A RESOLUTION APPROVING MODIFICATION OF THE AMERICAN RESCUE PLAN ACT SPENDING PLAN FOR UTILITIES PROJECTS

WHEREAS, Gloucester County has received \$7,254,411 of Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan (ARPA), comprised of \$3,627,205.50 in FY2022 and \$3,627,205.50 in FY2023; and

WHEREAS, \$1,295,000 of ARPA revenues have been budgeted and appropriated for Utilities projects, and \$439,065.73 has been spent to-date, leaving an unspent balance of \$855,934.27; and

WHEREAS, ARPA funding is required to be obligated by December 31, 2024 and spent by December 31, 2026; and

WHEREAS, Urgent Utilities projects have arisen that require a reallocation of project priorities; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby authorizes the County Administrator to reallocate the remaining Public Utilities ARPA funding of \$855,934.27 from Pump Station #11 to other Utilities projects, pending approval by the County Attorney.

a. Board Appointments

HISTORICAL COMMITTEE

Mr. Gibson moved, seconded by Mr. Chriscoe, to appoint Mr. Higgins to the Historical Committee. The motion carried and was approved by a unanimous voice vote.

HISTORICAL COMMITTEE

WHEREAS, the Gloucester County Board of Supervisors has previously appointed an Historical Committee to advise the Board concerning matters of historical importance in our community; and

WHEREAS, the Gloucester County Board of Supervisors is the appointing authority for said committee; and

WHEREAS, the Gloucester County Board of Supervisors has learned that an appointment is needed to this Committee; and

WHEREAS, the Gloucester County Board of Supervisors is now ready to make these appointments.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the following individual is hereby appointed to the Gloucester County Historical Committee to fill an unexpired term that shall begin immediately and shall expire December 31, 2024.

Preston Higgins
Petsworth District

12. County Attorney Items

There were no items from the County Attorney.

13. Boards and Commissions Reports

Mr. Hutson stated that the three groups involved out at Lands End had gotten together and an MOU (Memorandum of Understanding) had been signed. Everyone was in agreement with the things that would be happening at that site.

14. Supervisors Discussion

Mr. Chriscoe asked for an update on the study for future emergency services needs.

Ms. Steele stated that the draft material had been sent out. She had not received any edits yet, but she was not comfortable with it going out without input from both fire stations.

Mr. Hutson stated that at the July meeting the Board will do the appraisals for the County Attorney and County Administrator in closed session.

15. Closed Meeting

There was no closed meeting.

16. Adjournment

Dr. Orth moved, seconded by Mr. Smith, to adjourn. The motion carried and the meeting was adjourned at 7:38 p.m. by a unanimous voice vote.

Christopher A. Hutson, Chair

Carol E. Steele, County Administrator

**AT A JOINT MEETING OF THE GLOUCESTER COUNTY PLANNING COMMISSION
AND BOARD OF SUPERVISORS HELD AT 6:30 P.M. ON THURSDAY, JUNE 6,
2024, IN THE MAIN LIBRARY COMMUNITY ROOM, 6920 MAIN STREET,
GLOUCESTER, VIRGINIA:**

1. Call to Order and Roll Call

Mr. Johnson called the joint meeting of the Planning Commission and the Board of Supervisors to order and Ms. Cronin, Deputy Clerk, took roll call for the Planning Commission.

Ms. Steele then took roll call for the Board of Supervisors.

THERE WERE PRESENT: Planning Commission:
Douglas E. Johnson, Chair
John C. Meyer, Jr., Vice Chair
James R. Gray, Jr.
Natalie Q. Johnson
Christopher Poulson
Kenneth B. Richardson
Louis E. Serio, Jr.

Board of Supervisors:
Christopher A. Hutson, Chair
Kevin M. Smith, Vice Chair
Phillip N. Bazzani
Ashley C. Chriscoe
Kenneth W. Gibson
Michael A. Nicosia
Robert J. Orth

THERE WERE ABSENT: None

ALSO IN ATTENDANCE: Anne Ducey-Ortiz, Planning, Zoning & Environmental
Programs Director
Carol Steele, County Administrator
Edwin “Ted” Wilmot, County Attorney
Tripp Little, Planner III
Sean McNash, Planner II
Denise Canada, Assistant Zoning Administrator

2. Invocation and Pledge of Allegiance

Mr. Gray gave an invocation and then all in attendance recited the Pledge of Allegiance to the Flag of the United States of America.

3. Consent Agenda Planning Commission

Mr. Johnson advised that there was a noted change to the minutes on the consent agenda. He stated that the Commission members had been provided with that amendment.

Mr. Richardson moved, seconded by Mr. Gray, to approve the consent agenda as amended with the changes. The motion carried by a unanimous voice vote of the Commission.

- a. **Minutes of May 2, 2024 Planning Commission Meeting**
- b. **Applications before the BZA in June 2024 (none)**
- c. **Development Plan Review-May 2024**
- 4. **Public Comments**

There were no comments.

5. **Old Business**

a. **Zoning Ordinance Update**

Ms. Ducey-Ortiz reviewed the agenda for the presentation. She stated that the focus would be on the changes made since the last joint meeting. She advised that there had been quite a bit of public outreach since that time including three public meetings, public notices, updates to the website, and discussions during the Planning Commission monthly meetings. In addition, staff, the County Attorney, and the Planning Commission had reviewed every word of the ordinance. Two surveys were conducted. First was a deep dive survey but staff realized it was too ambitious. A second, shorter survey was created, and 660 surveys were completed. The survey responses were provided in the packet. She stated that the results were reviewed with the Planning Commission, and it was recommended that staff focus on the changes not supported by a majority of respondents for the review with the Board.

Ms. Ducey-Ortiz stated that the current B-2 zoning district did not allow residences other than those on existing lots of record or accessory residential units associated with a commercial use. The proposed ordinance would allow up to sixteen (16) units per acre in the village business areas which were located in the Courthouse and in Gloucester Point. She stated that the majority of the survey respondents thought that density was too high. She noted that the idea was to combine the B-2 commercial section with the RMX (residential mixed use) district. She showed the areas in the Courthouse and Gloucester Point that were already zoned B-2. She showed aerial photos of locations in the County with four, six and sixteen units per acre to show what the number of dwelling units may look like. She advised that in response to the survey results, and after discussion the Planning Commission was recommending that the residential density in B-2 be similar to multifamily with eight units per acre, with up to twelve units per acre with a CUP (Conditional Use Permit). She noted that this would be a change from what was originally proposed. If the Board was in general agreement with the Planning Commission, then that change would be made to the proposed ordinance.

The Board agreed by consensus.

Ms. Ducey-Ortiz stated that the next area was cluster developments in the Agricultural ("Ag") districts. Currently the zoning ordinance allowed cluster developments in the County's two Ag districts, the RC-1 and RC-2 districts. The

subdivision ordinance did not allow major subdivisions in the Ag districts, so there could not be more than three lots. In addition, the zoning ordinance allowed manufactured homes in the Ag districts, but not in residential districts. The Planning Commission wanted to allow cluster development in Ag districts but did not want to allow manufactured homes as cluster developments although that could be in conflict with State Code. She reviewed some of the concerns from survey respondents. She stated that staff recommended not allowing cluster developments in the Ag districts at this time in order to allow more time to evaluate how best to go about it. More input could be obtained from the community during the Comp Plan update and a future code amendment could be done if needed.

Mr. Gibson stated that as most of the agricultural areas were in the Petsworth District, he would agree with the recommendation.

Mr. Gray stated he did not see the harm in leaving the cluster development in the ordinance and take it out later if needed.

There was a discussion on the amount of land that would be preserved in a cluster development, minor and major subdivisions, cluster density, and whether to change the current ordinance language.

It was the Board's consensus to make no change to the current language.

Ms. Ducey-Ortiz then moved to the articles that the Board had not seen previously. She stated that in Articles 10, 11 and 12 the regulations had been reduced. She advised that the parking and signs sections were changed to make them more consistent with the other sections. They will be reviewed comprehensively later. She stated that staff needed input on one section on signs. She reviewed that currently certain non-residential uses in residential districts could have larger signs. She noted as an example that in the suburban countryside (SC-1) district, four square feet of signage was allowed; however, a church or school could have up to forty square feet. She stated that a question came up about a sign at the new County utility yard. The request was to install a thirty-two square foot sign to be consistent with the other County building signs. She noted the recommendation was to add "government buildings and facilities" to the list of those non-residential uses in residential districts that may have the larger signs.

The Board agreed by consensus.

Ms. Ducey-Ortiz stated that Article 13 was changed just to provide clarity and to align it with State Code. She stated that in Articles 14 and 15 procedures and other information was added for clarity, but there were several items to discuss as well. She noted that staff would like the Board to consider the requirements for a traffic impact analysis. She advised that currently there are no County requirements for projects. VDOT (Virginia Department of Transportation) has requirements when a project exceeds certain thresholds and for rezonings only. She stated that it may be beneficial to have one for not just rezonings but special exceptions or CUPs. She reviewed the state thresholds of 5,000 average daily trips for non-residential uses and 400 or more

average daily trips when it exceeds the current daily traffic for residential uses. She noted the thresholds recommended by the Planning Commission of 2,500 average daily trips or 250 peak hour trips for both commercial and residential uses. The idea for the analysis was to project, evaluate and mitigate the impact of traffic generated by a proposed development and to help the boards make informed decisions. The other issue was that the zoning administrator could require more information, but given the potential cost for the analysis, she would prefer to have specific thresholds in the ordinance. She reviewed some examples of projects that could require a traffic impact analysis with the proposed threshold.

Mr. Chriscoe stated that someone coming in with a smaller development may hear the cost required for an analysis and walk away from the project. He noted that VDOT's standard was terrible, and this would be even more stringent. He stated he believed it would hinder growth.

Ms. Ducey-Ortiz noted that this would not necessarily apply to smaller developments, and she stated that other than any road within a development, the County would see the impacts on the roads outside of the development. In response to a question, she advised that the cost for an analysis could range anywhere from \$5,000 - \$30,000 depending on the size of the development.

Ms. Steele reviewed some examples of projects that resulted in citizen complaints about traffic. She stated that it may be beneficial for the Board to have more information when making decisions.

Mr. Gibson stated that it was a reasonable requirement to give the Board information to make decisions on rezoning or CUP applications. He noted with the proposed threshold, the scope of the facilities would be large, and he thought paying for a traffic study to provide information was not unreasonable.

There was additional discussion on the accuracy of the analyses, benefit of providing the threshold by ordinance, and the provision in code allowing developers to request a waiver of the requirement.

Mr. Meyer stated that in the VDOT standard of 5,000 there were a lot of Arlington, Fairfax, and Virginia Beach sized localities. In rural areas like Gloucester, the relative impact of 2,500 could easily be the same as the impact of 5,000 in those other localities. He noted that the \$30,000 cost of entry may prevent some of the larger franchises from entering and would allow small businesses more opportunities.

There was additional discussion on the accuracy of an analysis and the size of facility or development that would trigger an analysis.

Several Board members expressed the opinion of leaving the threshold at the state level.

There was discussion about having both options available for the public hearing to obtain citizen input.

Mr. Hutson asked the Board members for their input.

Mr. Chriscoe, Mr. Bazzani, and Dr. Orth recommended leaving at the State levels.

Mr. Gibson, Mr. Hutson, Mr. Smith, and Mr. Nicosia recommended having both options at the public hearing.

Ms. Ducey-Ortiz confirmed staff would provide information on both options for the public hearing.

b. Zoning Fee Discussion

Ms. Ducey-Ortiz stated that no changes to the current fees were being proposed. However, it was recommended that the fees be pulled out of the zoning ordinance to allow them to be set separately. She noted that they would like to request the addition of a fee for a zoning verification letter. She advised that staff received a lot of requests for the letters, and they can take a lot of staff time. She stated that it was proposed to add a \$100 fee for those requests which was in line with other localities. She clarified that the Board would still be approving fees.

The Board agreed by consensus.

Ms. Ducey-Ortiz stated that currently the ordinance allowed for fees in lieu of a sidewalk and it was proposed to add allowing a right of way in lieu of public improvements. She reviewed the situations where this would be beneficial.

Mr. Gibson left the meeting at 7:35 p.m.

Ms. Ducey-Ortiz stated that currently the fees in lieu of were only required in the Courthouse Development District, but it was proposed to extend that to Hillside Drive or T. C. Walker Road. She noted that more development was occurring further south on Route 17, and it was best to have developers pay for infrastructure at the time of development.

It was the Board's consensus to take this to public hearing for input.

Ms. Ducey-Ortiz asked about extending to T. C. Walker or Hillside.

There was additional discussion on location, area for future development, and cost to the County of putting in sidewalks.

It was the consensus to provide the option to extend to T. C. Walker for the public hearing.

Ms. Ducey-Ortiz stated that she wanted to make the Board aware, that a lot of the regulations for home occupations were being reduced. She noted that outside storage would now be allowed. She advised that it would be up to the applicant to provide the information about the outside storage and staff would have to trust them. Similarly, changes were being made to the section on camping for personal use and enjoyment. She reviewed the proposed provisions allowing up to ten sites, for no longer than a week at a time and no more than thirty days in a year. She noted that there was no way to enforce these provisions. She stated that staff received a lot of complaints about people living in campers. She stated that she wanted to make the Board aware in case of future issues. She clarified that this section was allowing

camping for personal use and enjoyment and did not allow someone to accept money for camping on their property.

There was further discussion on this matter including the types of complaints received.

It was the Board's consensus to move forward with proposed changes.

Ms. Ducey-Ortiz reviewed the remaining tasks and timeline. She advised that the public notices would be sent on June 26 with the public hearing to be held at the Planning Commission's July 11 meeting. Depending on the outcome, the earliest date for the Board's public hearing would be August 6.

c. Board of Supervisors Adjournment

Mr. Chriscoe moved, seconded by Mr. Smith, to adjourn. The motion carried by a unanimous voice vote and the Board of Supervisors adjourned at 8:06 p.m.

Christopher A. Hutson, Chair

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: VI – A

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☒ CONSENT
- ☐ PRESENTATION
- ☐ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION / DISCUSSION
- ☒ DISCUSSION AND / OR DECISION
 - ☒ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Lisa Kersey, SHRM-CP

TITLE: Director of Social Services

AGENDA TITLE: Resolution of Appreciation for Harrison Dixon for his service on the Board of Social Services

BACKGROUND / SUMMARY: Mr. Harrison Dixon has successfully served in excess of nine (9) years on the Board of Social Services. The Board's consideration of a resolution of appreciation is requested.

ATTACHMENTS:

Resolution

REQUESTED ACTION:

☐ NO ACTION REQUESTED

Approve the Resolution

FOR MORE INFORMATION:

Name: Lisa J. Kersey, Director of GDSS

Phone: 804-693-1282

Email: Lisa.Kersey@dss.virginia.gov

AT A JOINT MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS AND SCHOOL BOARD, HELD ON TUESDAY, OCTOBER 15, 2024, AT 6:00 P.M., IN THE THOMAS CALHOUN WALKER EDUCATION CENTER AUDITORIUM, 6099 T.C. WALKER ROAD GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ____;
Ashley C. Chriscoe, ____;
Kenneth W. Gibson, ____;
Christopher A. Hutson, ____;
Michael A. Nicosia, ____;
Robert J. Orth, ____;
Kevin M. Smith, ____;

**RESOLUTION OF APPRECIATION FOR HARRISON DIXON
FOR HIS SERVICE ON THE BOARD OF SOCIAL SERVICES**

WHEREAS, Mr. Harrison Dixon, first began his service on the Gloucester Social Services Board in May 2015 as a representative of the Petsworth District, and,

WHEREAS, Mr. Dixon has since continuously served one unexpired three-year term, a full four-year term and a partial second term, serving a total in excess of nine (9) years on the Social Services Board; and,

WHEREAS, Mr. Dixon served to review the agency's monthly administrative expenses for much of his nine years on the Board and further, made sound financial recommendations; and,

WHEREAS, Mr. Dixon devoted his time on the Social Services Board to ensuring citizens received the services provided by the Department in the most professional and fiscally responsible manner possible; and,

WHEREAS, in his capacity as a Social Services Board Member he advocated for the needs of the citizens of Gloucester County, particularly for children and disabled adults; sharing his professional resources with the employees of Gloucester Department of Social Services to assist in professional growth; and

WHEREAS, Mr. Dixon played a key role in providing much needed community resources for our citizens; and,

WHEREAS, Mr. Dixon demonstrated his professionalism in leading and serving the Department of Social Services through a period of turbulence which brought a tremendous improvement to the Agency; and,

WHEREAS, Mr. Dixon maintained a consistent pledge to support the employees at Gloucester Department of Social Services, enabling them to serve the public, his concern for staff morale and their ability to persevere was undying, all the while demonstrating his appreciation for the work performed; and,

WHEREAS, Mr. Dixon's fiscal understanding of various funding streams, to include federal, state and local funds has been invaluable in his work for the Social Services Board; and,

WHEREAS, Mr. Dixon has great compassion for the well-being of the citizens of the County and has demonstrated this through his time on the Social Services Board,

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors, Gloucester County, Virginia, undersigned, expresses its appreciation to Mr. Harrison Dixon for his services to the Gloucester County Department of Social Services and the citizens of Gloucester County.

A Copy Teste:

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: VI - B

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☒ CONSENT
- ☐ PRESENTATION
- ☐ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION / DISCUSSION
- ☒ DISCUSSION AND / OR DECISION
 - ☒ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Resolution Supporting Operation Green Light for Veterans

BACKGROUND / SUMMARY: The National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) are encouraging counties to participate in honoring veterans for their service by displaying green lights in the windows of government buildings from November 4, 2024 to Veteran's Day, November 11, 2024. Gloucester County has been supporting this effort for the last two years.

ATTACHMENTS:

Resolution

REQUESTED ACTION:

☐ NO ACTION REQUESTED

Consider adoption of resolution

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693-4042

Email: county.administrator@gloucesterva.info

AT A JOINT MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS AND SCHOOL BOARD, HELD ON TUESDAY, OCTOBER 15, 2024, AT 6:00 P.M., IN THE THOMAS CALHOUN WALKER EDUCATION CENTER AUDITORIUM, 6099 T.C. WALKER ROAD GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ____;
Ashley C. Chriscoe, ____;
Kenneth W. Gibson, ____;
Christopher A. Hutson, ____;
Michael A. Nicosia, ____;
Robert J. Orth, ____;
Kevin M. Smith, ____;

SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

WHEREAS, the residents of Gloucester County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Gloucester County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, Gloucester County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED with designation as a Green Light for Veterans County, Gloucester County hereby declares from November 4, 2024 through Veterans Day, November 11, 2024, a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service.

BE IT FURTHER RESOLVED that in observance of Operation Green Light, Gloucester County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights in a window of their place of business or residence from November 4, 2024 through November 11, 2024.

A Copy Teste:

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024
AGENDA ITEM #: VI – C

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☒ MINUTES OR CONSENT
- ☐ PRESENTATION
- ☐ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION / DISCUSSION
- ☒ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☒ Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA ITEM: Designation of Voting Credentials for the Virginia Association of Counties 2024 Annual Business Meeting

BACKGROUND / SUMMARY: The Annual Business Meeting for VACo will be held on Tuesday, November 12, 2024, at the Omni Homestead in Bath during VACo's annual conference. In order to be certified to vote, a Voting Credentials Form must be submitted by October 18, 2024. Vice Chair Kevin Smith, Supervisor will be listed as the voting delegate with Supervisor M.A. "Tony" Nicosia as the alternate.

ATTACHMENTS:

Letter from VACo dated September 26, 2024
Voting Credentials form

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Approve voting credentials form.

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693-4042

Email: county.administrator@gloucesterva.info

Virginia Association of Counties

Connecting County Governments since 1934

**President**

Ann H. Mallek
Albemarle County

President-Elect

Ruth Larson
James City County

First Vice President

William M. McCarty
Isle of Wight County

Second Vice President

Victor S. Angry
Prince William County

Secretary-Treasurer

Donald L. Hart, Jr.
Accomack County

Immediate Past President

Jason D. Bellows
Lancaster County

Executive Director

Dean A. Lynch, CAE

General Counsel

Phyllis A. Errico, Esq., CAE

Date: September 26, 2024

To: Chairs, County Board of Supervisors
County Administrators

From: Dean Lynch, CAE
VACo Executive Director

Subject: Voting Credentials for the 2024 VACo Annual Business Meeting

The 2024 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 12, 2024 at the Omni Homestead Resort (Bath County, VA), beginning at 10 am.

Article VI, VACo Bylaws, states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting.

However, if a member of the board of supervisors cannot be present for this meeting, the Association's Bylaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, a completed Voting Credentials Form or Proxy Statement must be submitted to VACo by Friday, October 18, 2024. Completed forms can be emailed to finance@vaco.org or mailed to: VACo, 1207 E Main St. Suite 300, Richmond, VA 23219.

We look forward to your participation at the upcoming VACo Annual Conference, November 9-12, 2024!

1207 E. Main St., Suite 300
Richmond, Va. 23219-3627

Phone: 804.788.6652
Fax: 804.788.0083

Email: mail@vaco.org
Website: www.vaco.org



Virginia Association of Counties

VACo 2024 Annual Meeting

Voting Credentials Form

Please return completed form to: finance@vaco.org

by Friday, October 18, 2024

Voting Delegate:

(Supervisor)

Name: Kevin Smith

Title: Vice chair

Locality: Gloucester County

Alternate Delegate:

(Supervisor)

Name: M.A. "Tony" Nicosia

Title: Supervisor

Locality: Gloucester County

Verified by:

(County Administrator or Clerk of the Board)

Name: Carol E. Steele

Title: County Administrator

Locality: Gloucester County

VACo 2024 Annual Meeting

Proxy Statement Form

_____ County authorizes the following person to cast its votes at the 2024 Annual Meeting of the Virginia Association of Counties on November 12, 2024.

_____, a non-elected official of this county.

-OR-

_____, a supervisor from _____ County.

This authorization is:

☐ Uninstructed. The proxy may use their own discretion to cast _____ County's votes on any issue to come before the annual meeting.

☐ Instructed. The proxy is limited in how they may cast _____ County's votes. The issues on which they may cast those votes and specific voting instructions are attached to this form.
(List issues and specific instructions on a separate sheet and include with this form.)

Authorized by:

Name: _____

Title: _____

Locality: _____



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X – A

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☒ INFORMATION / DISCUSSION
- ☐ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Dr. Anthony Vladu

TITLE: Superintendent of Schools

AGENDA ITEM: Gloucester County Public Schools Enrollment Update (September 30 ADM)

BACKGROUND / SUMMARY:

Dr. Vladu will provide an enrollment update with the September 30 Average Daily Membership.

ATTACHMENTS:

- September 30 Membership Report

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Dr. Anthony Vladu

Phone: 804-693-5300

Email: Anthony.vladu@gc.k12.va.us

**GLOUCESTER COUNTY PUBLIC SCHOOLS
OFFICE OF STUDENT SERVICES**

Katina L. Keener

MEMBERSHIP REPORT

September 2024

TOTAL MEMBERSHIP 4828

Abingdon	Total No. Students	No. of Classes
Kindergarten	80	4
Grade 1	72	4
Grade 2	65	4
Grade 3	63	3
Grade 4	79	4
Grade 5	71	3
TOTAL	430	22
PK	35	4

Achilles	Total No. Students	No. of Classes
Kindergarten	60	3
Grade 1	68	4
Grade 2	66	3
Grade 3	58	3
Grade 4	60	3
Grade 5	69	3
TOTAL	381	19
PK	22	2

Bethel	Total No. Students	No. of Classes
Kindergarten	71	4
Grade 1	74	4
Grade 2	84	4
Grade 3	80	4
Grade 4	73	4
Grade 5	86	4
TOTAL	468	24
PK	32	3

Botetourt	Total No. Students	No. of Classes
Kindergarten	73	4
Grade 1	76	4
Grade 2	85	4
Grade 3	78	4
Grade 4	81	4
Grade 5	95	5
TOTAL	488	25
PK	35	3
MP Reg SpEd	6	1

Petsworth	Total No. Students	No. of Classes
Kindergarten	55	3
Grade 1	60	3
Grade 2	66	3
Grade 3	63	3
Grade 4	58	3
Grade 5	59	3
TOTAL	361	18
PK	13	1
MP Reg SpEd	6	2

GHS	Total No. Students
Grade 9	395
Grade 10	422
Grade 11	386
Grade 12	357
TOTAL	1560
GED	3
iMPACT	8
MP Reg SpEd	7

Page	Total No. Students
Grade 6	183
Grade 7	202
Grade 8	188
TOTAL	573
iMPACT*	0

Peasley	Total No. Students
Grade 6	178
Grade 7	196
Grade 8	193
TOTAL	567
iMPACT*	1

GRADE	MEMBERSHIP	NON-FUNDED	FUNDED
K	339	4	335
1	350	5	345
2	366	10	356
3	342	3	339
4	351	8	343
5	380	6	374
6	361	2	359
7	398	0	398
8	381	2	379
9	395	4	391
10	422	5	417
11	386	6	380
12	357	10	347
TOTAL	4828	65	4763

4828

* Non Funded are students placed in regional centers or private placements.

We receive tuition reimbursement instead of ADM.

**Also, we receive no funding for homeschooled students that receive speech services or participate in NJROTC.



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X – B

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☒ INFORMATION / DISCUSSION
- ☐ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Bryan Hartley

TITLE: Deputy Superintendent of Schools

AGENDA ITEM: Gloucester County Public Schools Capital Improvement Projects Update

BACKGROUND / SUMMARY:

Mr. Hartley will provide an update on the current capital projects.

ATTACHMENTS:

PowerPoint

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Phone: 804-693-5300

Name: Bryan Hartley

Email: bhartley@gc.k12.va.us

CAPITAL PROJECTS UPDATE

Gloucester County Public Schools

October 15, 2024

PEASLEY – HVAC

- The project is in its final stages, with the three units serving the Auditorium almost complete, leaving only the finishing touches on the controls work

GLOUCESTER HIGH SCHOOL RENOVATION

- Current work is focused on "C" Hall
- Maintaining some CTE Instructional Areas
- Current occupied areas will be completed next summer
- Site work plan has been submitted to the county
- Site work bid after the first of the year
- Extended Learning Center ("The Courtyard") completed and outfitted with furniture
- Girls Locker room completion date set for December of this year

Gloucester High School

Funding Source: Bonds

Fund: 36-School Construction Fund

Project Budget

Original Budget-A&E	3,690,000
Original budget-construction	41,663,275
New Money	15,500,000
HVAC Grant Funds	1,958,296
Total Project Budget	62,811,571

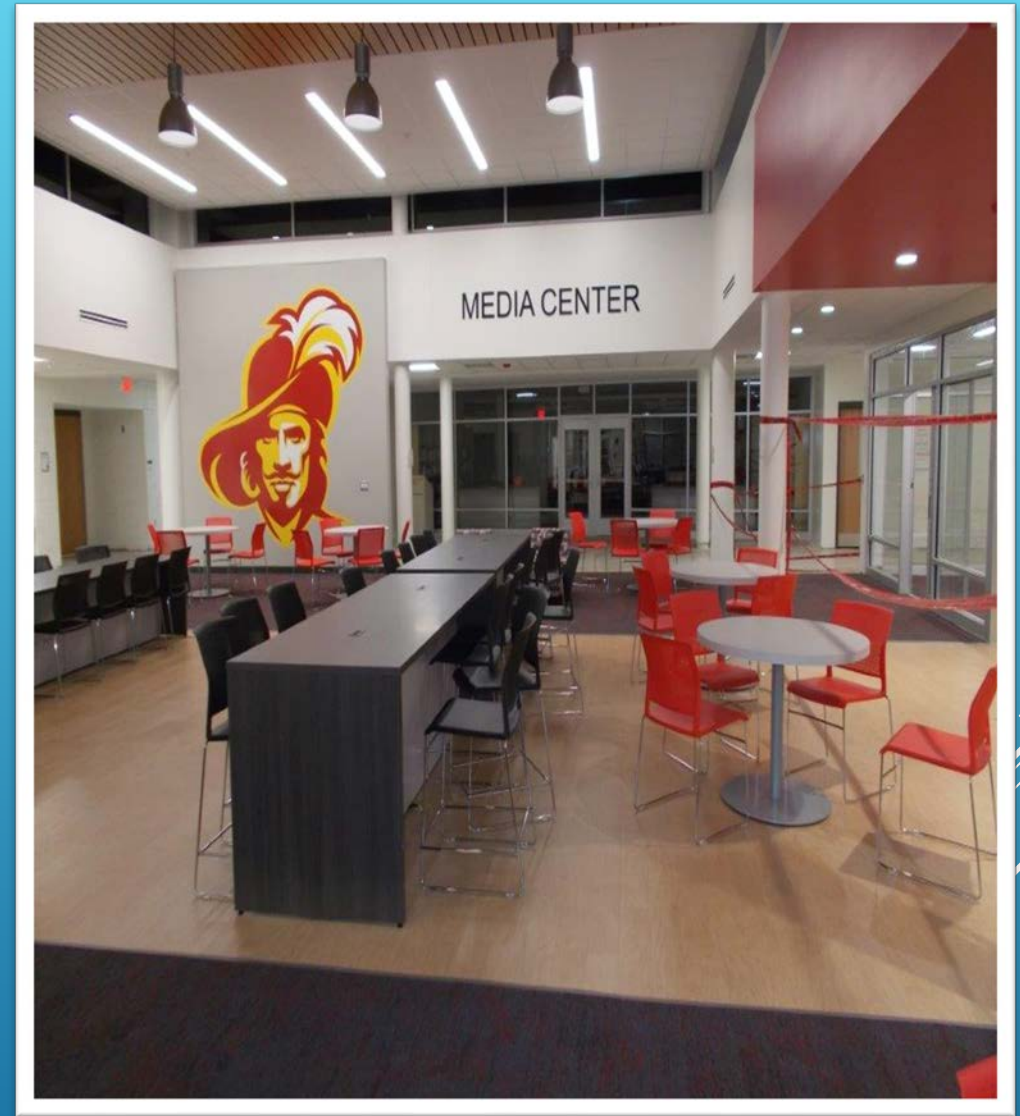
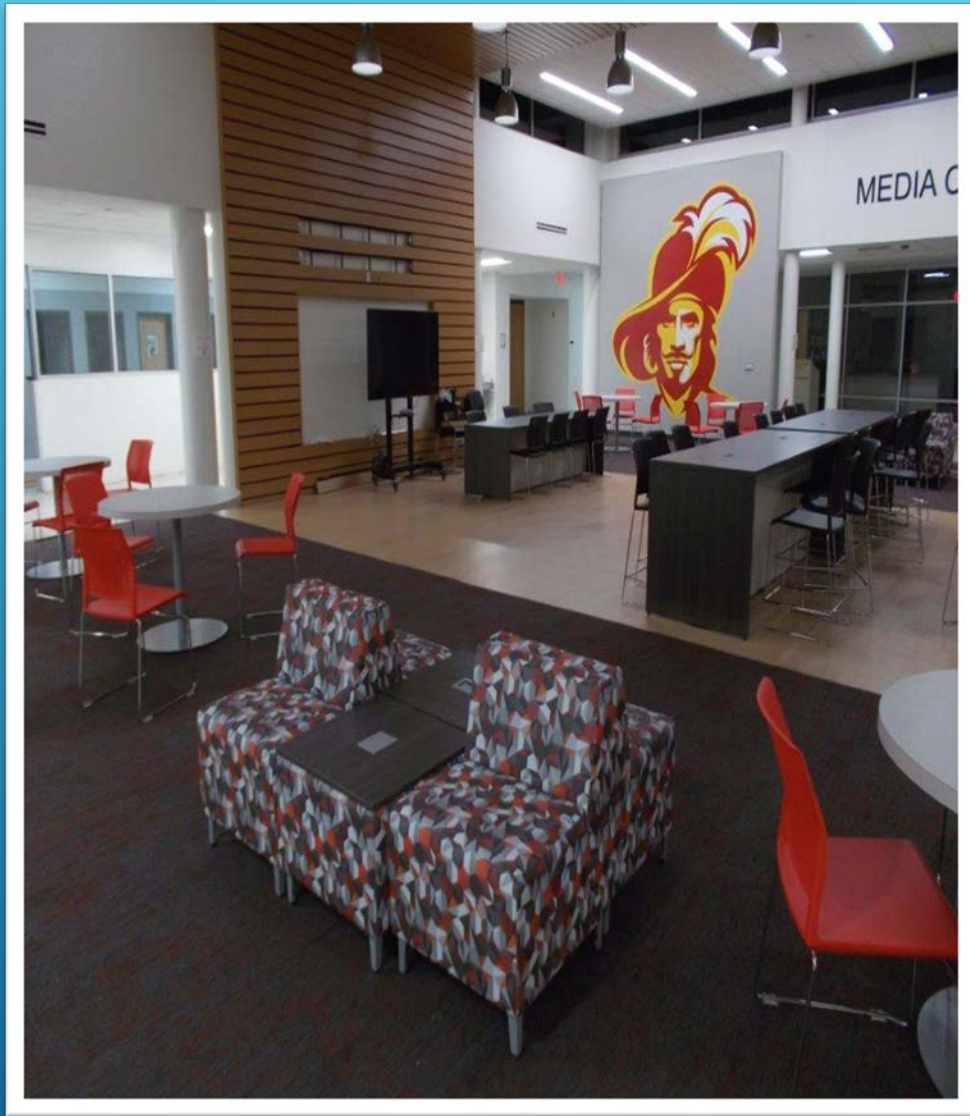
Project Spending/Encumbrances

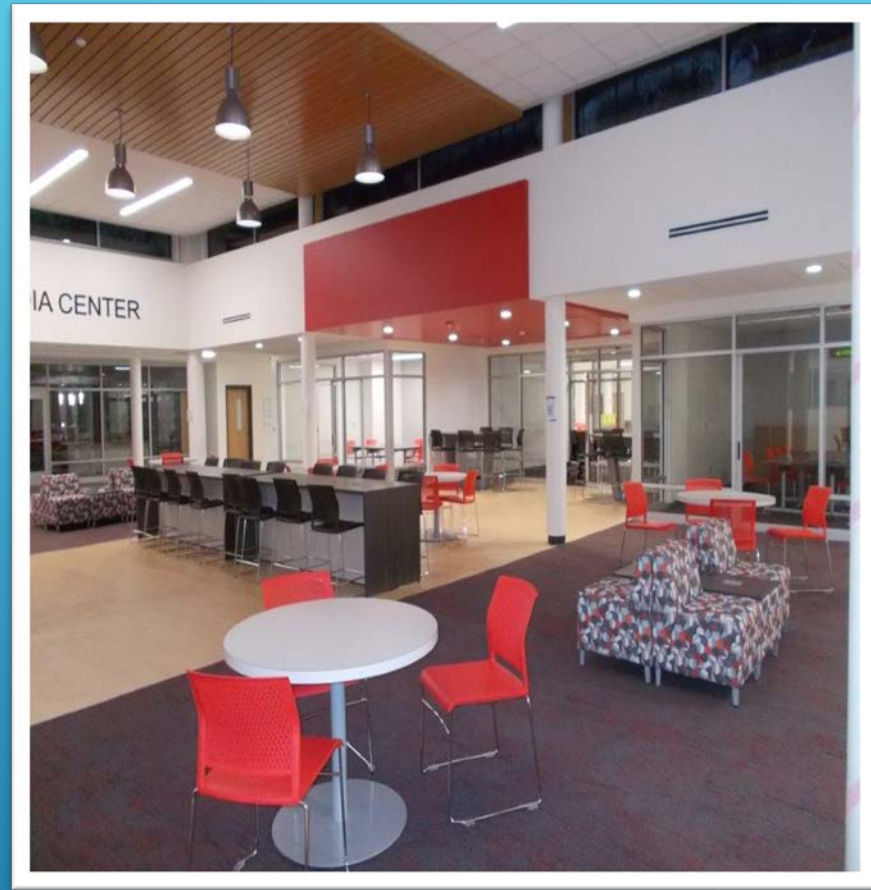
Vendor	Spending To-Date	Remaining Encumbered			
MARINE CHEMIST	458	-			
HOME DEPOT/LOWES/ACE/K-12 Print	1,801	-			
MOSELEY ARCHITECT	3,535,332	346,104			
AMBASSADOR ENTERPRISES	541,881	399,520			
ZORO TOOLS INC	4,155	-			
MID-ATLANTIC SCHOOL EQUIP	79,046	86,602			
ECS MID-ATLANTIC SMARTSIGN STORE/TRAFFIC SAFETY	74,261	0			
	3,485	-			
E T GRESHAM INC	37,703,112	7,996,192			
E T GRESHAM INC (retainage)	-	1,984,374			
SHORE COMMUNICATIONS	232,465	272,909			
TRUDYS PORTABLE	1,912	-			
WILLIAMS SCOTSMAN	1,593,005	556,547			
AMAZON	112	-			
MCDONOUGH BOLYARD PECK	30,630	99,370			
HONEYWELL INTERNATIONAL	1,229,924	726,339	976,376.46	250,037.73	(398,821.50)
DOMINION ENERGY	56,989	-			
GOVCONNECTION INC	1,489	-			
GFL of Virginia	2,345	2,655			
Uline	4,613				
AIR-CARE INC	516	-			
ARCHITECTURAL PRODUCTS	14,994	0			
BOND ISSUANCE	200,084	-			
	45,312,608	12,470,613			

Budget Balance

Less Encumbered Funds (12,470,613)

Budget Remaining 5,028,350

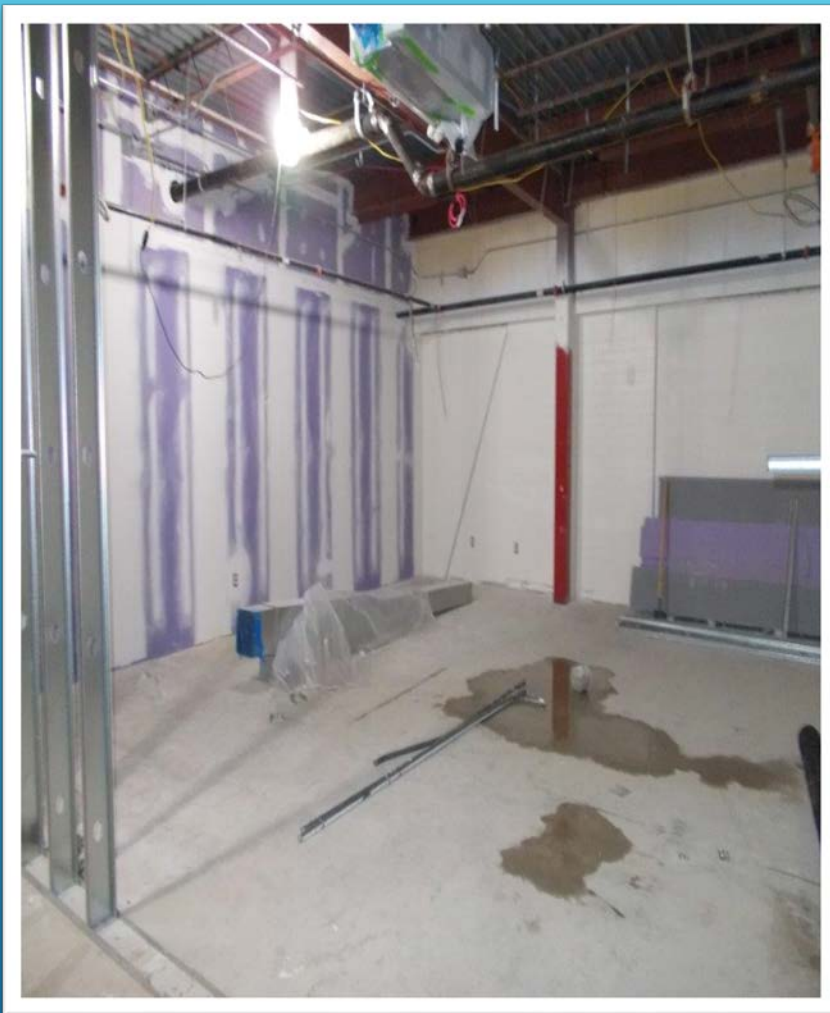


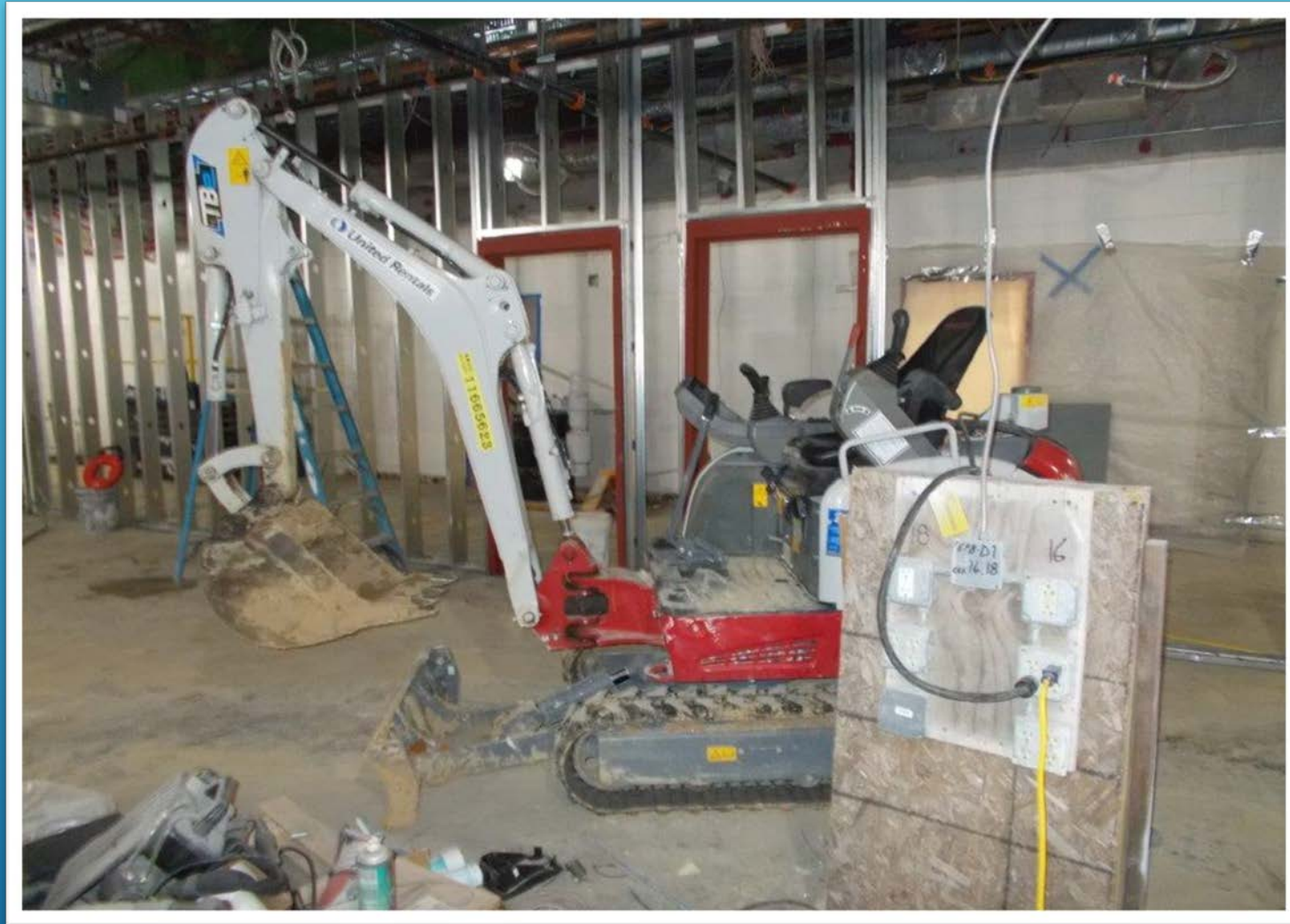




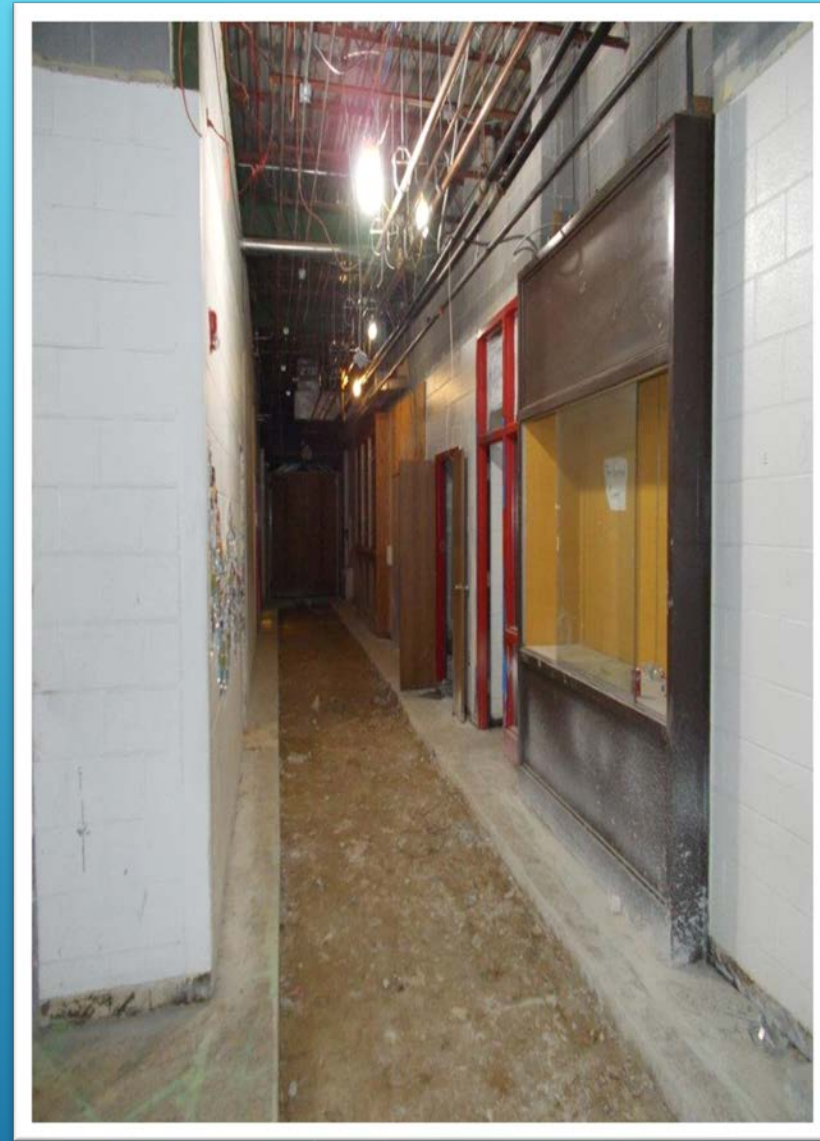






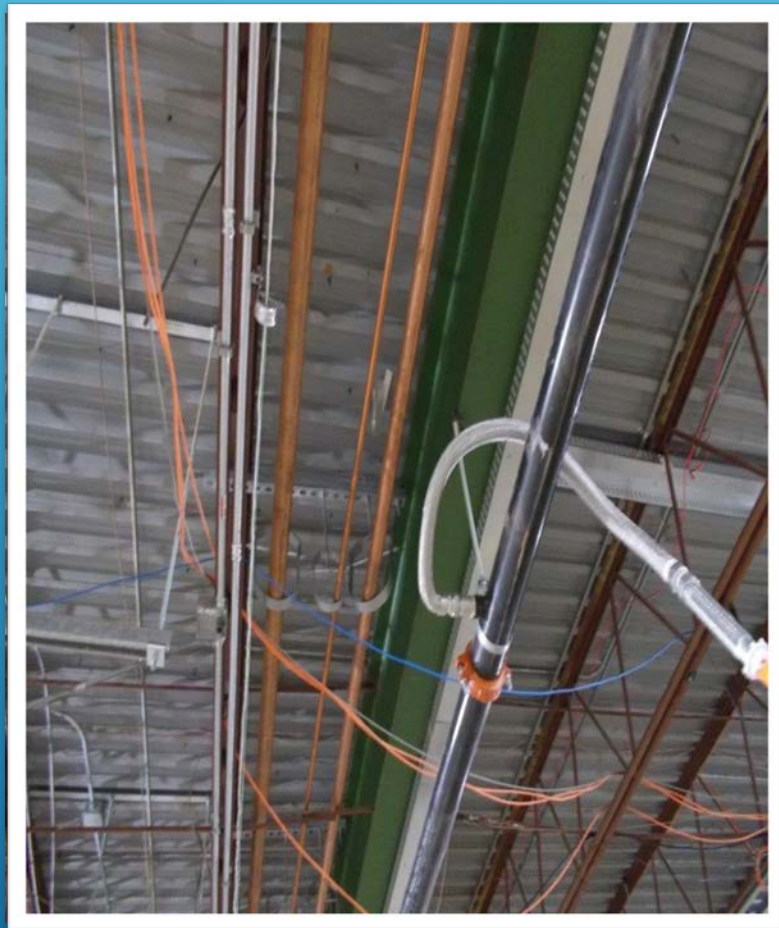


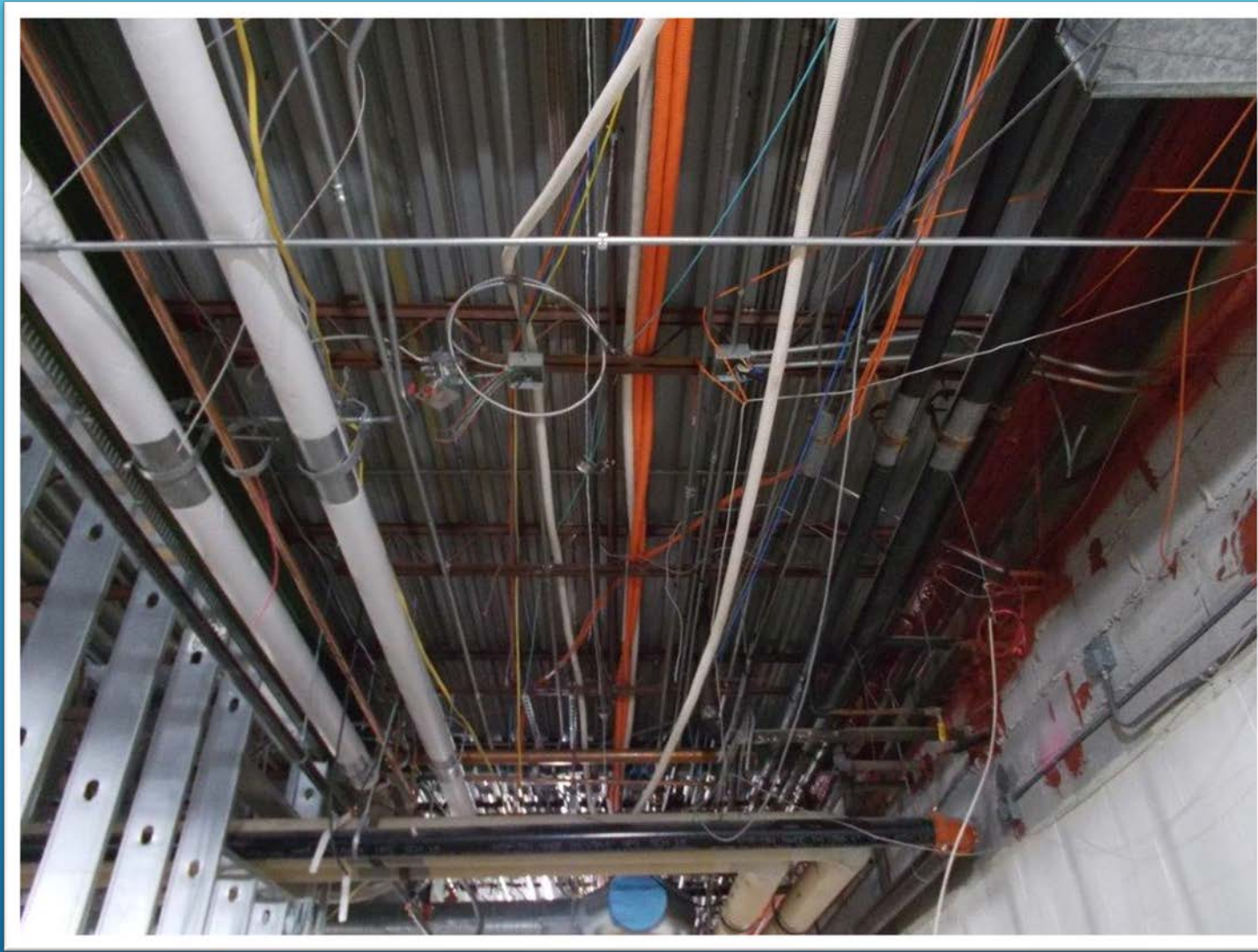






















GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X – C

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☒ INFORMATION / DISCUSSION
- ☐ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Bryan Hartley

TITLE: Deputy Superintendent of Schools

AGENDA ITEM: Gloucester County Public Schools Safety and Security Update

BACKGROUND / SUMMARY:

Mr. Hartley will provide an update on school safety and security.

ATTACHMENTS:

PowerPoint

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Bryan Hartley

Phone: 804-693-5300

Email: bhartley@gc.k12.va.us

GLOUCESTER COUNTY PUBLIC SCHOOLS SAFETY AND SECURITY UPDATE

Gloucester County Public Schools

October 15th , 2024

Safety and Security Projects

- Replacement and additional AED's
- Door Lock System
- Window Film
- SROs/SSOs
- Standard Response Protocol (SRP)
- Security Vestibules
- Individual School Security Plans
- Crisis Response Plan
- Crisis Communication Protocol (In Progress)
- Door Notification Systems (In Progress)

Universal Screenings

- As of 10/3/24, daily universal screenings have been adopted at Gloucester High, Page Middle, Peasley Middle, Abingdon Elementary, and Achilles Elementary
- Bethel Elementary, Botetourt Elementary, and Petsworth Elementary will adopt universal screenings by mid October

Reunification Training

- A standard reunification training exercise was hosted at T.C. Walker Education Center on 8/8/24
- With representation from each school building to include Administration, counseling, teachers and office staff. Participation from school security officers, school resources officers. Central office staff and personnel from each of the following departments within the division : SPED, Student Services, Facilities, Central Food Services, Instruction, Budget and Finance, HR, Grounds Maintenance, Health Services, Technology, Transportation and the Executive Leadership Team
- Additional participation from Gloucester County employees assisted with making this training exercise a success

Grant Applications

- SRO/SSO: Ensures placement of at least 1 SRO and SSO at every school
- School Security Equipment Grant: For additional school security equipment
 - Cameras, Radios, etc.

2024 School Safety Training Forum

- The forum on 7/30/24 and 7/31/24 was hosted by DCJS was attended by SROs, SSOs, the Director of School Safety and Health Services, The Workplace Safety and Training Manager, and the Deputy Superintendent. School Security Equipment Grant: For additional school security equipment
- The theme of the Forum, "Preparation and Partnerships: Breaking Down Silos to Improve School Safety" illustrated that communication, partnership, and understanding our roles and the roles of others, is critical to ensuring our schools are safe places to work and learn

2024 School Safety Training Forum

- The forum on 7/30/24 and 7/31/24 was hosted by DCJS was attended by SROs, SSOs, the Director of School Safety and Health Services, The Workplace Safety and Training Manager, and the Deputy Superintendent. School Security Equipment Grant: For additional school security equipment
- The theme of the Forum, "Preparation and Partnerships: Breaking Down Silos to Improve School Safety" illustrated that communication, partnership, and understanding our roles and the roles of others, is critical to ensuring our schools are safe places to work and learn



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X – D

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ MINUTES OR CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION / DISCUSSION
- ☒ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☒ Motion

PRESENTER: Dr. Anthony Vladu
Carol E. Steele

TITLE: Superintendent of Schools
County Administrator

AGENDA ITEM: Discussion of the Proposed Calendar for the 2025 Joint Meetings of the Board of Supervisors and School Board

BACKGROUND / SUMMARY: In keeping with current schedules, Dr. Vladu and Ms. Steele will review the following recommended schedule for upcoming joint meetings of the Boards. If desired, both boards can accept the proposed dates by a motion and vote of each board. The approved dates will be incorporated into each Board's 2025 meeting calendars.

Proposed meeting dates:

Tuesday, March 18, 2025

Tuesday, October 21, 2025

ATTACHMENTS:

None

REQUESTED ACTION:

☐ NO ACTION REQUESTED

Accept the joint meeting dates

FOR MORE INFORMATION:

Name: Carol E. Steele

Phone: 804-693-4042

Email: county.administrator @gloucesterva.info



BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ MINUTES OR CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION / DISCUSSION
- ☒ DISCUSSION AND / OR DECISION
 - ☒ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA ITEM: Resolution Setting the FY2026 Gloucester County Budget Calendar

BACKGROUND / SUMMARY: The County Administrator has begun the FY2025 County 5 Year Capital Improvement Plan and Operating Budget planning processes. After discussion with the Board at the September 3 meeting on modifications to the budget planning process, and coordination with the schools, the attached FY26 budget calendar was drafted.

As requested by the Board, at the end of the joint meeting with the School Board on April 18, the Board will consider adopting the proposed tax rates for advertising. The town hall and public hearings will be held on March 26 and April 14 respectively, with the majority of the budget work by the Board being completed after those opportunities for public input.

ATTACHMENTS:

Resolution setting the FY2026 Budget Calendar
March and April 2025 draft meeting calendars

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Consider calendar and adopt resolution

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693-4042

Email: county.administrator@gloucesterva.info

AT A JOINT MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS AND SCHOOL BOARD, HELD ON TUESDAY, OCTOBER 15, 2024, AT 6:00 P.M., AT THE THOMAS CALHOUN WALKER EDUCATION CENTER AUDITORIUM, 6099 T.C. WALKER ROAD GLOUCESTER, VIRGINIA: ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ____;
Ashley C. Chriscoe, ____;
Kenneth W. Gibson, ____;
Christopher A. Hutson, ____;
Michael A. Nicosia, ____;
Robert J. Orth, ____;
Kevin M. Smith, ____;

A RESOLUTION SETTING THE FY 2026 BUDGET CALENDAR

WHEREAS, the Gloucester County Board of Supervisors wishes to establish a budget calendar for the 2026 Fiscal Year; and

WHEREAS, the Gloucester County Board of Supervisors has reviewed the schedule recommended by the County Administrator and feels that it is appropriate; and

WHEREAS, it is the desire of the Board to have all County departments and agencies follow this calendar.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the following budget calendar is hereby approved for the 2026 Fiscal Year.

1. CIP Presentation – January 21, 2025
2. CIP Public Hearing – February 4, 2025
3. County Administrator’s FY 2026 Budget Recommendation presented to the Board of Supervisors – March 17, 2025
4. Joint Work Session with School Board – March 18, 2025
5. Board Budget Work Session – March 24, 2025
6. Budget Town Hall meeting – March 26, 2025
7. Public Hearing on the Proposed FY2026 Budget – April 14, 2025
8. Public Hearing on the Proposed Tax Rates for the Calendar Year 2025 – April 14, 2025
9. Board Budget Work Session – April 21, 2025
10. Possible Board Budget Work Session – April 24, 2025
11. Possible Board Budget Work Session – April 28, 2025
12. Adoption of FY 2026 Budget and CY 2025 Tax Rates – April 30, 2025

A Copy Teste:

Carol E. Steele, County Administrator
Page 78 of 97

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Regular Board mtg	5	6 <i>Planning Comm. Mtg</i>	7	8
9	10	11 <i>SB meeting</i>	12 <i>Wetlands/ Ches Bay</i>	13	14	15
16	17 County Administrator Proposed Budget Presentation	18 Joint BOS/SB Mtg <i>with tax rates decision</i>	19	20	21	22
23	24 Budget work session	25 <i>BZA meeting</i>	26 Budget Town Hall T. C. Walker	27	28	29

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Regular Board mtg	2	3 <i>Planning Comm. Mtg</i>	4	5
6	7	8	9	10	11	12
	GCPS Spring Break					
			Wetlands/Cbes Bay			
13	14 Budget & tax rates public hearings T. C. Walker	15 Regular Board mtg	16 <i>SB meeting</i>	17	18	19
20 Easter	21 Budget Work Session	22 <i>BZA meeting</i>	23	24 Budget Work Session <i>possible</i>	25	26
27	28 Budget Work Session <i>possible</i>	29	30 Budget Adoption			



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X - F

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☒ INFORMATION / DISCUSSION
- ☐ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Dr. Anthony Vladu

TITLE: Superintendent of Schools

AGENDA ITEM: Discussion of Gloucester County Public Schools Legislative Priorities for the 2025 General Assembly Session

BACKGROUND / SUMMARY:

Dr. Vladu will provide the School Division's legislative priorities to the Board for consideration for the Board's legislative agenda.

ATTACHMENTS:

Legislative Priorities Draft

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Dr. Anthony Vladu

Phone: 804-693-5300

Email: Anthony.vladu@gc.k12.va.us

New language is bolded and in italics

7

2024 will be a significant year in the history of K12 public education in Virginia. The Virginia Board of Education is establishing a new accountability system and the Virginia General Assembly is scheduled to address some of the long term recommendations of the JLARC report on public school funding. We acknowledge and are appreciative of the significant financial support provided to schools from local, state and federal governments. Thus, ***we are endeavoring*** to set the VASS **2024-25** Legislative ***Priorities, to address these and other important issues involving K12 education in the Commonwealth.***



Governance
and Budget



Assessments



Student/School Safety



Teacher
Shortage



Accountability and
Accreditation



Dual Enrollment and the
Virginia Community
College System

1. **GOVERNANCE AND BUDGET:** VASS has long maintained the position that the Commonwealth of Virginia should fully fund all state mandates. In addition, VASS maintains that local school boards should have primary authority in the implementation of these mandates and how resources from State Government are utilized at the local level. The July 2023 JLARC report on the SOQ funding formula confirmed many of the lack of funding issues that VASS has identified for years. ***While the General Assembly began to address some of these recommendations during the 2024 Session, much work is still needed.*** VASS will work with the Joint Subcommittee on Elementary and Secondary Funding to support the following recommendations:

- a. Eliminate cap on support positions, re-instate the non-personal cost categories removed in FY09 and FY10, and re-instate the previous federal fund deduction methodology
- b. Calculate salary and other cost assumptions using the division average, rather than the linear weighted average.
- c. Adjust SOQ formula to include all division central office positions, remove cap on non-personal cost assumptions and account for facilities staff cost.
- d. Change the local composite index to be calculated using a three-year average of the most recently available data, rather than a single year of data every other year.

VASS recommends the following additional funding actions:

1.
 - a. Added state funding is needed to allow school divisions to adjust their career and technical education programs to better meet the changing workforce needs within their communities.
 - b. ***VASS thanks the General Assembly for the establishment of expanded school construction grants. In addition to these grants, we feel that direct lottery and casino profits, in whole or in part, should be used to fund school construction and maintenance as part of basic aid in the State budget.***
 - c. ***VASS wants to thank the General Assembly for funding recovery high schools in Regions 1,2 and 4. We ask that funding be extended to the remaining 5 of the 8 superintendent regions to assist students with substance abuse issues.***
 - d. ***State funds should be provided to cover the full costs of any required training of school staff.***
2. **TEACHER SHORTAGE:** The lack of teachers and need for greater teacher diversity in the classroom have reached a critical stage.
 - a. ***Teacher salaries should be above the national average.***
 - b. ***Continued work is needed to make teacher licensure requirements immediately more flexible on a statewide basis to enhance the teacher pipeline and address the teacher shortage issue. We thank the General Assembly for the initial work on the locally awarded license but ask that this license be made renewable based upon the superintendent's recommendation. In addition to address continuing shortages in such areas as school counselor and mathematics, consideration should be***

made to giving added flexibility to make it easier for teachers to add these and other endorsements.

- c. Teacher salaries should be provided in line with equivalent professionals outside the field of education.
- d. Provide state funding to assist local school divisions to attract and retain teachers (such as student loan forgiveness, provide day care and housing assistance)
- e. Funding provided for SOQ positions by function, instead of by title/licensure. This is critical for school divisions to hire the staff necessary to address current needs.

3. **ASSESSMENT:**

- a. VASS supports the use of SOL tests as the key tools in the ***mastery and growth components of the accountability system.***
- b. Cut scores on SOL assessments should not be changed during the current school year.
- c. Create an alternate assessment for students receiving special education services who do not receive a modified curriculum but who require additional support to access and demonstrate comprehension of grade level content standards. This assessment would complement, not replace, the Virginia Alternate Assessment Program (VAAP), which is available to only a limited number of students who receive a modified curriculum due to their significant cognitive disabilities.
- d. VASS supports the VASCD position – “Develop stakeholder assessment and data literacy, efficacy, and engagement. Create a comprehensive accountability system that uses multiple measures of the most essential student learning outcomes. Reduce the number of required proficiency tests to an appropriate level.”
- e. ***The option for local growth assessments should be extended***

4. **ACCOUNTABILITY AND ACCREDITATION:** VASS supports the State Board’s efforts to separate school accountability and accreditation. In doing so, VASS feels that the following are important:

- a. VASS asks that the State Board re-evaluate ***and*** amend the definition ***of chronic absenteeism*** so that all absences are not counted the same.

- b. In addressing issues with the **Virginia Performance and Support Framework**, VASS believes the following are important:
- i. ***Reweight Mastery Index of Performance - VASS asks that you reweight the mastery index to make below basic weight at least .50.***
 - ii. ***Parent Refusal should NOT count as "0" in the mastery index of performance***
 - iii. ***Readiness Indicators that are performance tasks for elementary and middle school need further development and review with educational stakeholders before implementation in 25-26***
 - iv. ***Keep the GCI as our Graduation Indicator.***
 - v. ***Keep EL semester guidance at 11 semesters not 3 semesters for SOL tests***
 - vi. ***Replace the proposed "Off Track" summative category with "Needs Support."***
 - vii. ***Provide funding to VDOE's Office of School Quality that allows them to offer a plan of systematic supports for schools who receive a designation as "Off Track" or "Needs Intensive Support."***

5. STUDENT/SCHOOL SAFETY:

- a. VASS supports full state funding ***and greater flexibility*** in providing added school safety measures based on the needs of the individual school.
- b. Provide increased support for mental health services in schools.
- c. ***Require that Internet Companies doing business in Virginia be responsive to law enforcement investigations of threats against schools made by electronic means to reduce trauma, fear, and lost instructional time due to school closings.***

6. DUAL ENROLLMENT AND THE VIRGINIA COMMUNITY COLLEGE SYSTEM:

Dual enrollment has become an integral and critical part of education at the secondary level.

- a. School divisions need greater flexibility in assigning staff to teach dual enrollment courses at the local high school.

- b. ***Given that the General Assembly has established the College and Career Ready Virginia Program (HB1087/SB 627) to provide dual enrollment at no cost to students,*** dedicated funding from the state to the community college system is needed to allow those colleges to provide dual enrollment at no cost to the student or school divisions.



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X – G

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
- ☐ Duly Advertised

PURPOSE OF ITEM:

- ☐ INFORMATION / DISCUSSION
- ☒ DISCUSSION AND / OR DECISION
 - ☐ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Discussion of and Request for Input on County's Legislative Priorities for the 2025 General Assembly Session

BACKGROUND / SUMMARY: The attached 2025 legislative agenda draft has changes from the 2024 document underlined to identify proposed modifications. The adoption of the legislative agenda and priorities is scheduled for the Board's November 6, 2024 meeting to allow time for review and modification prior to adoption.

ATTACHMENTS:

2025 Legislative Agenda Draft

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Discuss priorities and positions for Gloucester's 2025 Legislative Agenda

FOR MORE INFORMATION:

Name: Carol E. Steele

Phone: 804-693-4042

Email: county.administrator@gloucesterva.info



County of Gloucester

Board of Supervisors
6489 Main Street
Gloucester, Virginia 23061
(804) 693-4042

Gloucester County Legislative Agenda – 2025 General Assembly

Legislative Requests for Action

1. Fund build-out of Machicomoco & Middle Peninsula State Park
2. Implement Transient Occupancy Tax Collection in State Parks
3. Exclude drinking water impoundments from definition of impervious land area
4. Increase funding of Planning District Commissions
5. Fund capital improvements at the Virginia Institute of Marine Science
Recordation Tax Distribution to Localities

Legislative Priority Positions

1. State Funding for Public Education
2. Local Authority Granted to Counties
3. Funding for Broadband
4. Actions to Optimize Paying off the Debt on the Coleman Bridge
5. Transportation Funding
6. Use of Automated License Plate Reading Cameras within the VDOT right of way
7. Flood Preparedness
8. Funding for the Removal of Abandoned Derelict and Sunken Boats
9. Funding for the Victims Services Grant
10. Funding for Electric Vehicle Charging Stations
11. Funding for Dredging
12. First Responder Recruitment, Retention, Training, and Support

Legislative Requests

1. Fund build-out of Machicomoco & Middle Peninsula State Park

Gloucester supports full funding for the development of Machicomoco State Park, ~~to include construction of a boat landing including the Main and West Units, and the Middle Peninsula State Park~~ to provide active and passive recreation opportunities, ~~water access for motorboats, and river access for park visitors, additional lodging~~

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opportunities and facilities to accommodate hosting a variety of programs and events for park visitors.

2. Implement Transient Occupancy Tax Collection in State Parks

Gloucester County supports legislation that would extend the application of local lodging taxes to state parks where camping/lodging activities occur. The tax is charged at private facilities and the minimal increase will not impact the use of state parks. A portion of the tax must be spent solely for tourism and travel, marketing of tourism initiatives or related activities. These funds will help localities, especially those with limited tourism budgets, to market tourist attractions including the State parks.

3. Exclude drinking water impoundments from definition of impervious land areas

Gloucester County asks that the General Assembly review the DEQ - VRRM spreadsheet methodology to exclude monitored drinking water impoundments from the "wet pond" impervious land cover type. With the approval of COV Section 62.1-44.15:27.2 for water quantity tiered approach, rural coastal localities are unable to fully benefit from its implementation, as engineering design/construction costs for projects in many HUCs remain high due to the inclusion of such drinking water impoundments being classified as impervious.

4. Increase funding of Planning District Commissions

Gloucester County appreciates the additional funding the General Assembly provided to Planning District Commissions in FY25 and asks that the balance of the request be provided in FY26 (\$125,000 per PDC).

5. Fund capital improvements at the Virginia Institute of Marine Science

Gloucester County supports continued funding of improvements at the Virginia Institute of Marine Science including completion of the Marine Operations Administration Complex that was partially funded in FY25.

Legislative Priority Positions

1. State Funding for Public Education

Gloucester County supports full state funding for public education, including the Standards of Quality (SOQ) as recommended by the Board of Education and the Joint Legislative Audit & Review Commission (JLARC). As long as these recommendations coincide with prevailing local practice, targeted incentive programs, capital, and maintenance support, and teacher salaries. Full state funding should be achieved without reduction to other parts of state public education budgets or to other core services.

Gloucester supports full restoration of budget cuts, including the elimination of the funding cap on support positions, and full reinstatement of the Cost of Competing Adjustment "COCA" for support staff.

Gloucester urges the General Assembly to approve and fund strategies addressing the teacher shortage in the Commonwealth and funding for school construction costs.

2. Local Authority Granted to Counties

Gloucester County supports relaxation of the Dillon Rule by enhancing local authority and autonomy in matters including land use, revenue measures, procurement, and other issues of local concern. Gloucester County supports extending powers currently granted to some local governments to all local governments. Gloucester County opposes legislation that erodes local authority.

Specific concerns:

- Gloucester County opposes any legislation that limits or restricts local authority to regulate home-based businesses, including short-term rentals regardless of whether services or goods are purchased through an online hosting platform
- Gloucester County supports responsiveness by the Virginia Department of Transportation (VDOT) to localities' individual needs rather than determination of needs by the Commonwealth Transportation Board (CTB). Gloucester County supports the expansion of authority and discretion of Resident Administrators of VDOT to approve modifications to design standards where appropriate with local needs, including reduction of speed limits.

3. Funding for Broadband

Gloucester County supports the Commonwealth providing financial supplements to broadband providers to ensure universal affordable internet access in Virginia. The County also supports projects being expedited through efficient grant programs and financial incentives to providers so that broadband access can be achieved as quickly as possible.

4. Actions to Optimize Paying off the Debt on the Coleman Bridge

Gloucester County recognizes the final payment on the original bond for widening the Coleman Bridge was made in June 2021 leaving only the toll operations and repayment of Toll Facility Revolving Fund (TFRF) to be paid for with toll proceeds. The County further acknowledges that with a balance of approximately \$33M owed, the latest estimate for paying off the TFRF is 2033.

As the Virginia Department of Transportation reviews the need to replace toll collection equipment, Gloucester County requests that a financial analysis be conducted to determine efficiencies and savings of operational costs with the new equipment. Further, Gloucester County maintains its standing request for a seat at the table when matters concerning the Coleman Bridge are contemplated, as Gloucester County residents pay the highest percentage of all toll revenues.

5. Transportation Funding

Gloucester County supports additional state funding to address the secondary road needs of counties throughout the Commonwealth, including additional funding for the paving of unpaved roads. Gloucester County supports changes to simplify the Smart Scale process for allocating transportation funds to reduce time and costs to prepare and review applications.

Gloucester County also supports legislation and policy initiatives that would require VDOT to both address ditches, outfalls, and flooding of roads, and plan ahead for sea level rise/land subsidence.

6. Use of Automated License Plate Reading Cameras within VDOT right of way

Gloucester County supports the use of VDOT right of way for placement of license plate reading cameras to help with crime investigation and crime reduction. Use of public right of way will allow for additional and strategic camera placement.

7. Flood Preparedness

Gloucester County supports continued funding and resources that assist localities in preventing and reducing the impacts of flooding. Gloucester County supports greater flexibility in these programs and funding sources that will maximize their benefits and best suit local and regional needs.

8. Continue Funding for the Removal of Abandoned Derelict and Sunken Boats

Gloucester County supports the continued state funding for the removal of derelict and sunken boats. Working with the Virginia Marine Resources Commission (VMRC) grant program is the most viable way the County has to respond to the problem.

9. Funding for the Victims Services Grant

Gloucester County supports full funding of the Victim Services Grant and that the General Assembly supplement federal funds to keep the program whole and able to meet needed services of victims of crime.

10. Electric Vehicle Charging Stations

Gloucester supports expansion of state and federal funding to provide for the availability and installation of interoperable, electric vehicle charging stations in collaboration with localities to US Highways.

11. Funding for Dredging

The County opposes the US Coast Guard's abandonment of channels and removal of Aids to Navigation and supports continued funding of dredging projects that maintain the economic viability of our coastal waterways.

12. First Responder Recruitment, Retention, Training, and Support

Gloucester County urges the General Assembly to provide additional resources that would assist local governments with the recruitment, retention, training, and support of first responders such as law enforcement, fire and EMS personnel, and 9-1-1 dispatchers.



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: October 15, 2024

AGENDA ITEM #: X – H

BOARD AGENDA ITEM

TYPE OF AGENDA ITEM:

- ☐ CONSENT
- ☐ PRESENTATION
- ☒ REGULAR
- ☐ PUBLIC HEARING
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- ☒ INFORMATION / DISCUSSION
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 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Ted Wilmot

TITLE: County Attorney

AGENDA TITLE: Consideration of Ordinance amending several sections of Chapter 9 of the County Code – Garbage and Refuse

BACKGROUND / SUMMARY:

The Gloucester County Clean Community Coordinator, the Commissioner of the Revenue, and County Administration have recommended several changes to Chapter 9 of the County Code, and there are a few other modifications to Chapter 9 of the current County Code which appear to be warranted. As I indicated at the Board meeting of October 1, tonight I am presenting a draft ordinance incorporating these amendments for your consideration. If you determine the ordinance is appropriate for formal consideration, it may be placed on an upcoming agenda. Of course, changes to the draft ordinance may be made tonight. No public hearing is required in order to approve the ordinance.

ATTACHMENTS:

- Proposed Ordinance

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION: Ted Wilmot Phone: 693-5575

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON WEDNESDAY, NOVEMBER 6, 2024, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ____;
Ashley C. Chriscoe, ____;
Kenneth W. Gibson, ____;
Christopher A. Hutson, ____;
Michael A. Nicosia, ____;
Robert J. Orth, ____;
Kevin M. Smith, ____;

AN ORDINANCE AMENDING GLOUCESTER COUNTY CODE CHAPTER 9, ARTICLE IV, SECTION 9-49, TO CHANGE THE REPORTING REQUIREMENTS FOR THE RECYCLING SURVEY REPORT FROM ANNUALLY TO EVERY FOUR YEARS, WITH THE NEXT REPORT TO BE SUBMITTED ON OR BEFORE MARCH 1, 2025 AND TO CORRECT AND CLARIFY CHAPTER 9, ARTICLE I, SECTIONS 9-5, 9-7, 9-12, ARTICLE II, SECTIONS 9-15 AND 9-16, ARTICLE III, SECTIONS 9-37, 9-39 AND 9-42, AND ARTICLE IV, SECTIONS 9-47, 9-50 AND 9-51

WHEREAS, the Virginia General Assembly amended the state reporting requirements for reporting recycling activities from annually to once every four (4) years, and the correction of minor errors make necessary and appropriate amendments to Chapter 9; and

WHEREAS, the Gloucester County Clean Community Coordinator has recommended that the County reporting for the recycling survey report be conducted every four (4) years; and

WHEREAS, the Gloucester County Commissioner of the Revenue has recommended several changes to make it clear that a business only needs one business license to cover all vehicles used by that business; and

WHEREAS, the Board is desirous of amending Chapter 9, Section 9-49 of the Gloucester County Code to change the annual reporting for the recycling survey report to every four years, with the first such report due for the year ending December 31, 2024, which report shall be submitted on or before March 1, 2025 and every four years thereafter. The Board is also desirous of amending Chapter 9, Sections 9-5, 9-7, 9-12, 9-15, 9-16, 9-37, 9-39, 9-42, 9-47, 9-50, and

9-51 to correct errors therein, to update the sections with current information, and to omit therefrom inaccurate and unnecessary verbiage.

NOW THEREFORE BE IT ORDAINED AND ENACTED that the following section of Gloucester County Code Chapter 9 – ARTICLE IV, is hereby amended as follows:

Chapter 9 GARBAGE AND REFUSE

ARTICLE I. IN GENERAL

Sec. 9-5. Notice of violation; method of issuance.

- (a) The sheriff, the codes compliance officer, or the health director or their designee may, and upon complaint by any responsible person that conditions exist on any real property in violation of ~~section 9-13~~ **this chapter** shall, investigate conditions existing on real property in the county at any time; and upon determination by either such officer, following investigation, that the owner, occupant or person in charge of any real property in the county stands in violation of his duty as provided in ~~section 9-13~~ **this chapter**, such officer shall give written notice to the owner of record of such property and to the person primarily responsible, if different from the owner, stating the facts which constitute violation of ~~section 9-13~~ **this chapter** and directing him to take such action as may be necessary to rectify such conditions within such time, not more than ten (10) days, as shall be stated in the notice.
- (b) If, ten (10) days after the service of any such notice, the directive thereof has not been complied with, the officer giving such notice ~~shall~~ **may** proceed to have such work done as may be necessary to abate any condition which might endanger the health or safety of residents of the county or otherwise constitute a nuisance, and all expenses resulting therefrom shall be chargeable to and paid by the owner of such property and may be collected by the county as taxes and levies are collected; and all charges not so collected shall constitute a lien against such property.

Sec. 9-7. Prohibited disposal of refuse generally.

~~Except as provided in section 9-8, it~~ **It** shall be unlawful for any person, firm or corporation, in person or by his agent, employee or servant, to dump, or bury, cast, throw, or deposit refuse within the county at other than the county-owned landfill or within the receptacles located at county-operated refuse

disposal sites or at privately owned refuse disposal sites expressly licensed under this chapter.

Sec. 9-12. Refuse disposal operations restricted to sites operated or licensed by county.

Refused disposal operations shall be conducted on sites selected and acquired by the board of supervisors and on such private sites as are licensed under the provisions of this chapter.

ARTICLE II. REFUSE DISPOSAL SITES AND OPERATIONS

Sec. 9-15. Supervisory authority of county administrator.

The construction and installation of facilities at refuse disposal sites operated or maintained by the county and the maintenance, operation, and administration of such sites and facilities shall be under the supervision and control of the county administrator **or designee**, acting under the direction of the board of supervisors.

Sec. 9-16. Structures at county-operated sites.

No structure shall be erected at a county-operated refuse disposal site except as approved by the county administrator **or designee**.

ARTICLE III. COLLECTIONS FOR HIRE

Sec. 9-37. License required.

No person, for hire, shall collect or convey any refuse generated within the county in any vehicle through or on any street or highway of the county without first obtaining from the commissioner of the revenue a refuse hauling license ~~for each vehicle so used~~.

Sec. 9-39. Conditions precedent to issuance of license.

- (a) No license shall be granted under this article to any applicant if the proposed place and method of disposal of refuse to be collected does not conform to the requirements of this chapter.
- (b) No license shall be issued under this article to an applicant until he presents a statement from the county ~~public-works~~ **engineering** department showing proof of inspection of the applicant's collection equipment within the preceding thirty (30) days.

Sec. 9-42. License year; annual renewal of licenses.

All refuse-hauling licenses issued under this article shall expire on ~~January~~ **December** 31 of the ~~next succeeding~~ year. Refuse-hauling licenses are to be renewed **for the calendar year on or before March 1** ~~during the month of January~~ of each year. A license may be renewed by presenting the commissioner of the revenue a statement from the public works director showing proof of inspection of the applicant's collection equipment within the preceding thirty (30) days, and a restatement by the applicant of information previously required under section 9-38.

ARTICLE IV. MANDATORY RECYCLING REPORTING

Sec. 9-47. Purpose.

The purpose of this article is the furtherance of solid waste management and the recycling of solid waste as provided for in Section 10.1-1411, Code of Virginia, 1950, as amended, as authorized by ~~Section 15.1-11.5:2, Code of Virginia~~ **Va. Code Section 15.2-927 et seq.**

Sec. 9-49. Reporting requirements for generators.

- (a) Nonresidential solid waste generators and businesses or commercial establishments that manage solid waste or recycle materials within the County of Gloucester, shall submit ~~an annual report for each calendar year ending on December 31 to the director of public works on or before March 1 of the following year~~ **a report to the clean community coordinator or other designated county official every four years. The report shall only be required to include information for the most recent single calendar year ending on December 31. The first such report shall be for the year ending December 31, 2024 and shall be submitted on or before March 1, 2025 and every four years thereafter.**
- (b) Such ~~annual~~ report shall be submitted on a form prescribed by the county administrator and shall include as a minimum the following information:
 - (1) The name and address of the reporting party.
 - (2) The total quantity of solid waste recycled by the reporting party, by commodity, during the reporting period.
 - (3) The name and address of the person to which the recyclables were delivered for recycling.

- (4) The total quantity by weight of solid waste, by commodity, that has been the subject of source reduction or reuse.

Sec. 9-50. Reporting requirements for haulers or recyclers.

- (a) Businesses licensed for waste hauling, recycling, or scrap metal recovery shall submit an annual report for each calendar ~~year~~ **year** ending on December 31 to the director of ~~public works~~ **engineering** by March 1 of the following year.
- (b) Such annual report shall be submitted on a form prescribed by the county administrator and shall include as a minimum of the following information:
 - (1) The name and address of the reporting party.
 - (2) The total quantity of solid waste generated in Gloucester, by commodity, that was recycled by that business during the reporting period.

Sec. 9-51. Contents of reports.

- (a) The reports required under the preceding two (2) sections shall be based on actual weight. Where actual weight cannot be accurately determined, the weight may be reported using carefully estimated data. Any such report shall include a description of the basis for the reported data.
- (b) Recycled solid waste identified in the report shall include only those solid wastes delivered to market from within the County of Gloucester.
- ~~(c) For the year 1991 only, such reports shall provide an estimate of materials recycled from January 1, 1991 through the effective date of this article and actual data from the effective date of this article through December 31, 1991.~~

A Copy Teste:

Carol E. Steele, County Administrator