



GLOUCESTER COUNTY BOARD OF SUPERVISORS AGENDA

Tuesday, September 2, 2025, 6:00 p.m.

Colonial Courthouse

6504 Main Street

Gloucester, VA 23061

	Pages
1. Call to Order and Roll Call	
2. Invocation and Pledge of Allegiance - Pastor Susan Boyd – Rock Church and Ally Akins – Abingdon Elementary	
3. Approval of the Minutes - April 28 and April 30, 2025	3
4. Adoption of the Agenda	
5. Approval of the Consent Agenda	
a. Update to Meeting Calendar to Add Joint Tour of Gloucester High School – Carol Steele – County Administrator	26
b. Resolution Authorizing the Renewal of a Permanent Pump and Haul Agreement among Gloucester County, Matheson Oyster Company, LLC and South Bay Company, LLC – Katey Legg – Director of Public Utilities	29
c. Resolution of Appreciation for Dr. William Reay for his Service on the Middle Peninsula Planning District Commission – Carol Steele – County Administrator	38
d. Resolution Requesting that VDOT Accept the Extension of Frederick Drive into the State System for Maintenance – Anne Ducey-Ortiz, AICP, CZA – Director of Planning, Zoning & Environmental Programs	41
6. Matters Presented by the Board	
7. County Administrator Items	
8. Scheduled Presentations	
a. Quarterly Update from the Virginia Department of Transportation – Lee McKnight – Saluda Residency Administrator	46
b. Tourism in Gloucester County – Laura Messer – Destination Development Manager, Virginia Tourism Corporation	49
c. 2026 Reassessment Update – Dan Thomas – County Assessor	61
9. Public Comment Period - (Speakers should provide 10 copies of handouts if any)	
10. Public Hearings - 6:00 p.m.	

a.	Public Hearing to Consider Proposed Water and Sewer Revenue Bond Financing – Maria Calloway – Chief Financial Officer and Ted Cole – Senior Vice President, Davenport & Company, LLC	67
11.	Regular Agenda	
a.	Consideration of Financing Options for School HVAC Projects – Maria Calloway – Chief Financial Officer and Ted Cole – Senior Vice President, Davenport & Company, LLC	85
b.	Discussion About Potential Options for Allowing Alcohol on County Property – Matt Barber – Director of Parks, Recreation & Tourism	106
c.	Gloucester County Membership in Virginia Water & Wastewater Agency Response Network (VA WARN) – Katey Legg – Department of Public Utilities	107
d.	Presentation on Possible Ordinance Change to Chapter 19 Regarding Waiver of Fees – Katey Legg – Director of Public Utilities	131
e.	Resolution to Accept a Donation from the Gloucester Museum Foundation for Second-Floor Exhibit and to Appropriate Funds – Maria Calloway – Chief Financial Officer	132
f.	Resolution Approving Participation in and Authorizing Execution of Documents for the Proposed Settlement of Opioid-Related Claims Against Certain Opioid Manufacturers – Ted Wilmot – County Attorney	134
g.	Board Appointments	143
12.	County Attorney Items	
13.	Boards and Commissions Reports	
14.	Supervisors Discussion	
15.	Closed Meeting - no closed meeting scheduled	
16.	Adjournment	

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS HELD ON MONDAY, APRIL 28, 2025, AT 6:00 P.M. IN THE COLONIAL COURTHOUSE, 6504 MAIN STREET, GLOUCESTER, VIRGINIA:

1. Call to Order and Roll Call

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

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

THERE WERE ABSENT: None

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

2. Invocation and Pledge of Allegiance - Dr. Robert J. Orth - Supervisor, Abingdon District

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

3. Adoption of the Agenda

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

4. Public Comment Period

HOWARD MOWRY - YORK DISTRICT

Mr. Mowry stated that when conservative ideas were in place the personnel had very strict rules. It appeared today in a liberal environment; taxes could be spent for personal benefit. In the old days, government employees had to pay for our coffee and condiments out of our own pocket. Looking at the budget, there was an employee recognition line and a benefit program line with a combined total of over \$70,000. What were these funds spent on? He reviewed the charges for service awards and retirement gifts. He noted that it was time to look at where the tax dollars were spent. Individuals worked for advancement and a fair pension. He stated that the cost of awards needed to be limited. Now it was clear why DOGE (Department of Government Efficiency) needed to be developed to find better ways to accomplish the metrics of government.

HEATHER KING - ABINGDON DISTRICT

Ms. King stated that she had four kids in Gloucester County Public Schools, and she wanted to advocate for the Community Engagement Program. She advised that it was an important and valuable part of the schools and the community. She noted that she had been volunteering in the schools since 2009 and her time in the schools had been facilitated by the Community Engagement Coordinators. She

reviewed her volunteerism. She stated that she saw what the coordinators did in the schools, and they were busy people. She noted that among other things, they oversaw a massive workforce of volunteers, were involved in communication, provided enrichment opportunities for students, organized after school programs, and have conducted outreach in partnership with the local community. She noted that many students in the schools have food insecurity. The Community Engagement Coordinators work with local churches and others to assist with the provision of food for the weekend for students who may be dealing with food insecurity. She stated that she wanted to share this information with the Board for consideration during budget development.

TERESA ALTEMUS - GLOUCESTER POINT DISTRICT

Ms. Altemus reviewed information from previous board packets on transfers to utilities. She noted that to her knowledge, the last transfer was in 2018. She estimated that using the last transfer amount of \$430,524, that amount over the last seven years would be just over \$3,000,000. She asked where that money went. She questioned whether it had been absorbed into other areas of the budget. She stated that the Board was going to have to raise taxes to modernize the current utilities. She agreed that everyone in the County utilized the water system when shopping, going to restaurants, or in the schools. She noted that she looked at the water lines and she noted that there were over 6,000 properties that the water lines passed that were not connected. She asked for current information on the assets of the department. She noted that the tolls would be coming off the Coleman Bridge and questioned how the Board would be able to put water and sewer into new subdivisions if something was not done now.

5. Work Session Agenda

a. Budget Discussion

Dr. Orth stated that there had been a number of items mentioned in the last meeting. He recommended that the Board discuss each and either agree to add or dispel. For instance, in reference to unassigned fund balance, the policy stated that the level had to be between 14%-16%. The Board needed to decide where that should be. In addition, there needed to be discussion on the cost of living (COLA) level and utilities.

Mr. Bazzani stated that he recommended that the COLA not be provided to those who made over \$90,000. He had asked the County Attorney to provide information.

Mr. Wilmot stated that there were 47 County employees who made \$90,000 or more. Of that number, the Board could choose not to approve the full COLA for 29 of the 47. The Board could not decline the COLA for Constitutional Officers or DSS (Department of Social Services). The estimated savings for that declination would be about \$110,000.

In reference to training and career development, Dr. Orth asked whether employees were required to continue service for a number of years once they passed a training.

Ms. Steele stated that there was a policy on training. If the training exceeded \$1,500, it had to be approved by the County Administrator and the employee was required to stay for a period of time afterwards or would have to reimburse the cost of the training.

There was a brief discussion on training.

Mr. Chriscoe stated that if it was necessary, he did not have a problem taking the fund balance down to 14% if there was an extraordinary circumstance if there was a plan to start getting it back to 15%.

Mr. Bazzani stated that he would support going down to 15%. He discussed the removal of the tolls on the Coleman Bridge and urged the Board to consider what the future would look like without the tolls.

Mr. Hutson stated that as he indicated last year, he would not support the use of unassigned fund balance for recurring expenses. He noted that the current Comprehensive Plan supported growth and he recommended that if the Board did not want to support growth, given Mr. Bazzani's comments on the toll removal, then the Comprehensive Plan needed to be reviewed in more depth.

Dr. Orth noted that for future discussion, the Board may want to consider where growth would be most appropriate.

Mr. Bazzani noted that another issue was the firehouse. He noted that instead of one large firehouse on Main Street, maybe there should be three smaller stations strategically located around the County.

Mr. Chriscoe stated that the fire station currently owned land in Owl Trap. They had not sought funding for a station there because there were no volunteers. He advised that they knew where the volunteers were and where the call volume was located. He stated that they were well aware of growth and how they could serve the public.

There was a brief discussion on the time for preparation of documents for the fire department project and the current estimated cost.

Mr. Gibson stated that a citizen had raised the issue of the importance of Community Engagement Coordinators at the schools.

Ms. Steele noted that these were county positions. She stated this was a partnership between the County and the Schools - they provided the space, and the County provided the staffing.

Board members briefly discussed the fire department staffing, and growth in the County.

Mr. Nicosia stated that the Board had given the fire department its support. He noted that he agreed with Mr. Hutson about the fund balance. He stated that the Board saw that the proposed 3% cut in budgets would actually hurt the departments

and he thought it would also impact customer service. He advised that if positions had to be eliminated because of budget cuts, then citizens would not be able to get things done.

Mr. Smith asked for additional information on unassigned fund balance.

Ms. Calloway noted that in the Board's policy, 15% was the minimum required to maintain liquidity.

Dr. Orth stated that the Board needed to decide what to put in or cut from the budget.

Mr. Hutson stated that during last week's meeting, the Board had added almost \$1 million to the County Administrator's proposed budget.

Mr. Bazzani stated that cutting heads was the easiest way to cut costs, but looking at process improvements and consolidating functions was the smarter way.

Ms. Steele stated that she wanted to make sure that the public understood that in the value statements for the employees, process improvements were considered continuously. She reviewed some of the recent efforts to review processes for efficiencies, and cross training employees. She noted that the Board could choose not to offer services that were not mandated, but there were things that were not mandated that the Board provided to make Gloucester as special as it was. She noted that she would not want the community to think that there were excess staff or that staff did not continually look at ways to streamline services.

Dr. Orth then brought up utilities. He noted that Gloucester staff took care of both water and sewer. Other localities had staff dedicated to one or the other. He advised that the department needed more people and could not get them.

There was a discussion on development possibilities when the toll comes off the Coleman Bridge.

55 Mr. Gibson noted that growth could occur with new homes but also through the value of existing homes. He stated that was where the value of an outstanding school system, excellent parks and recreation system, and the value of services made the existing homes more attractive. He advised that there were some in the community who consistently spoke out against parks and recreation, school, and infrastructure needs. He stated that it was important to keep in mind that those were the things that could enhance the value of current homes and keep the County rural.

There was some discussion about current population growth projections, and the possible windfall with a tax increase.

Mr. Hutson stated that with the money that the Board added to the budget next week, there needed to be some discussion on what the Board wanted to modify.

Ms. Calloway reviewed the budget spreadsheet and showed the additions made at the last meeting. She reviewed the proposed use of fund balance.

The Board considered increasing the personal property tax rate, reducing the use of unassigned fund balance, and reducing the real estate tax increase.

Mr. Bazzani asked whether the schools had done a study on means testing the school lunch program in order to cut costs.

1:14 Mr. Duran, Chief Financial Officer of Gloucester County Public Schools, noted that they had not done a study. However, he advised that they had conversations with the Virginia Department of Education. If a means tested model was used, it would be expected that some families would continue to not pay and there would be some fund balance issues with food services.

Mr. Nicosia asked whether the amount for the Chromebooks was a lump sum for all of the devices.

Mr. Hartley, Deputy Superintendent, Gloucester County Public Schools, stated that this amount would not replace all the devices but would replace about one-third.

There was a discussion on the Chromebook replacement cycle.

Board members then discussed modifications to the proposed tax rates.

Mr. Chriscoe stated that the Board had not yet cut anything out of the budget and had not yet discussed utilities. He further stated that he thought whatever the rate payers were paying, the County should be matching.

Ms. Steele stated that there were so many capital needs. She advised that any extra infusion of cash should be used for one time funding projects. She noted that one of the main issues with utilities was staffing. She reviewed some of the operating issues due to that.

Board members discussed potential future shortages for debt service on the fire station, and the date that the regional jail payment would end.

Mr. Chriscoe stated that he did not know whether the amount for the school lunch program would be enough. He expressed frustration with being put in the position of the locality having to pay for what the federal government had taken away. He also noted that he supported the veterans' programs, but the State did not help the localities with funding for the tax relief.

There was additional discussion on the budget.

Mr. Gibson noted that it was not too late for the Board to consider options. He stated that utilities was having difficulty hiring and building inspections was having the same struggle. He advised that there did not seem to be bloated departments across the County. He stated that cutting employees was a legitimate consideration; however, it seemed to him that the County did not have bloated departments and cutting staff would mean cutting services. He noted that he wanted to retain the \$37,000 increase for the civic groups. He noted that if the Chromebooks and school lunches were cut, maybe they could be funded with the cash infusion after the start of the fiscal year.

There was additional discussion on the schools.

Mr. Nicosia stated that the Board had not looked at the original proposed budget. He further stated that the Board should consider what was presented and consider whether there was anything to change.

There was a discussion about the local transfer to schools, per pupil funding increase, use of the Chromebooks in the classrooms, and the school budget requests.

2:21 Mr. Chriscoe recommended that the amount for the Chromebooks be removed and let the schools find the funding for them. He stated that the Board could not be on the hook for every mandate that expired.

Mr. Hutson stated that it was aggravating that the Board was critical of every item of the School Board's, but the School Board was an elected body. He noted that the Board gave money to other organizations and did not question what they would be doing with those funds. He stated that the Board needed to figure out what decisions needed to be made. He noted in addition that utilities had not been discussed.

Mr. Chriscoe stated that Mr. Gibson had proposed earlier to remove the Chromebooks and school lunches and asked for that to be shown on the spreadsheet.

There was additional discussion on modifications to the personal property tax and real estate tax rates.

Dr. Orth noted that at the last meeting there had been discussion on some cuts from departments. He asked about making cuts in areas that were not salaries.

Ms. Steele noted that some of the cuts would be impactful, stating that there were not that many line items in some cases to cut.

There was a brief review of the training amounts in the proposed budget.

Mr. Smith called for a ten minute recess.

After the recess, Mr. Chriscoe proposed adding the cost for the school lunch program to the budget and using fund balance one time only to allow the schools time to means test the lunch program. He recommended leaving the Chromebooks as a go get amount for the School Board.

There was a discussion on the Planning District Commission line in the Board of Supervisors budget, and on how vacancy savings were allocated.

Mr. Nicosia asked for the Chromebooks to be added to the unassigned fund balance to see the effect, thinking the Board may be able to cover the Chromebooks this year and could let the schools know they would not be covered next year.

Ms. Calloway noted the fund balance level would be 14.9%.

Mr. Nicosia stated that he had wanted to see the effect but indicated the Chromebooks should be removed based on the level of fund balance.

Mr. Chriscoe noted that the School Board could choose to reconfigure how they spend funds.

There was a discussion with Mr. Hartley on the shortage of bus drivers.

Mr. Hutson asked if the proposed one year chance to do the means testing for school lunches would be helpful.

Mr. Hartley noted that free lunches were not free. He advised that the schools reimbursement rate was not 100%. If the schools went back to a paid food model, then those who would still qualify could apply for the free and reduced rate.

There was a brief discussion on the percentage of the students who may still qualify, food services, and the lack of fund balance in the food service fund.

Board members discussed utilities and questioned rate increases in other localities.

Ms. Legg, Director of Public Utilities, stated that the Hampton Roads Planning District Commission was collecting rate information from all the member localities in order to generate a report. That information was not yet available.

There was a brief discussion on looking at possible cuts to non-personnel line items in county departments.

Mr. Chriscoe noted that although he did not like tax increases, it appeared the budget as it stood was probably the least painful route.

Dr. Orth noted that with the approximately 2 cent loss to revenue due to veterans' tax relief and the Board's use of fund balance last year equivalent to just over 1 cent, the current proposed tax increase of 3.1cents was about equivalent to that total.

6. **Adjournment**

Dr. Orth moved, seconded by Mr. Chriscoe, to adjourn. The motion carried and the meeting was adjourned at 9:18 p.m. by a unanimous voice vote.

Kevin M. Smith, Chair

Carol E. Steele, County Administrator

AT A WORK SESSION MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS HELD ON WEDNESDAY, APRIL 30, 2025 AT 6:00 P.M. IN THE COLONIAL COURTHOUSE, 6504 MAIN STREET, GLOUCESTER, VIRGINIA:

1. Call to Order and Roll Call

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

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

THERE WERE ABSENT: None

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

2. Invocation and Pledge of Allegiance - Kevin M. Smith - Chair, Board of Supervisors

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

3. Adoption of the Agenda

Mr. Hutson moved, seconded by Mr. Gibson, to adopt the agenda. The motion carried and was approved by a unanimous voice vote.

4. Public Comment Period

SUSAN AUSTIN - YORK DISTRICT

Ms. Austin stated that she came to several budget hearings and only heard one Board member who wanted to cut something out of the budget which was Mr. Bazzani. She stated that she had not heard anyone talk about the credit cards that are issued to County employees. She wanted to know why the Board did not follow Trump in limiting the card to one dollar. Ms. Austin wanted to know what the County is going to do when the water runs out and everything in the County is shut down because there is not an operating water system. She urged the Board to spend money on the water system now instead of spending money elsewhere.

KENNY HOGGE, SR. - GLOUCESTER POINT DISTRICT

Mr. Hogge stated that no member of the Board has questioned the millions of dollars in annual purchase card expenditures. He explained that when Mr. Mowry and him began evaluating purchase card expenditures two years before COVID, they were astonished at what money was being spent on including food, lodging, travel, and other fringe benefits. He noted that they have continued to rise each year. Mr. Hogge stated that he would share the information they compiled with the taxpayers after the budget is passed. He believed the County Administrator should have suggested cutting fringe benefits and frivolous spending.

Mr. Hogge stated that it had been mentioned that it is difficult to hire and retain Utilities employees. He believed that advertisement for those positions should be the same that is done for events like the Daffodil Festival. He noted that wages need to be higher than the competitors across the river and hiring bonuses and other incentives may be necessary. He suggested that advertising needed to be targeted at social media water and sewer system forums, online, printed newspapers, and trade-related periodicals. He stated that the first advertisements need to be for experienced leadership and management.

Mr. Hogge stated that it appeared that the Board does not understand the condition of Utilities and that Katey Legg, Director of Public Utilities, had provided them with the same type of information that her two predecessors did. He stated that tens of thousands of dollars have been spent over the last twenty years on plans and studies providing the same information. He thanked Dr. Orth for accepting responsibility and for trying to get the rest of the Board to understand that something substantial needs to be done. He concluded that he does not support the proposed FY2026 budget or the reasons for tax increases.

DANIEL CHAMPION - BELLAMY LANE

Mr. Champion stated that he has been a lifelong resident of Gloucester County. He stated that Chromebook replacement is a luxury and can be replaced with textbooks and that what cannot be replaced is food. He explained that no child, regardless of budgeting and legislation should inhibit a child from food. He stated that he pays a lot of taxes and he would pay more to ensure that children are being fed.

5. Work Session Agenda

a. Budget Discussion

Dr. Orth informed the Board that he asked Ms. Calloway, CFO at Gloucester County, to provide background information regarding comments made at the previous meeting about Utilities funding as well as to provide an update on what happened with veteran's relief.

Ms. Calloway stated that there was a question regarding the historical transfers to the Utilities fund from the general fund. She informed the Board that FY18 was the last transfer that the general fund made to the Utilities fund in the amount of \$430,524. She noted that there were small transfers made in FY24 and FY25 that were due to how they budgeted but it was not to fund operating expenses. She further noted that in FY19 and FY20, there were no transfers made. Ms. Calloway explained that in FY21, the Utilities fund began paying the general fund what was called "indirect costs". She stated that it was based on a percentage of the Utilities operating fund to provide the general fund reimbursement for expenses that were incurred for general operating management such as handling the bank deposits for the Treasurer's Office. Ms. Calloway stated that the costs were administrative in

nature that occurred in the general fund and the Utilities fund was being charged for it. She stated that there were transfers between \$166,000 and \$190,000 per year that occurred between FY21 and FY24. In FY25, she noted that it was removed from the budget and there were no interfund transfers because it was recognized that the Utilities fund was struggling.

Ms. Calloway informed the Board that she had watched the budget presentation for FY19 to see how the \$430,000 was utilized in future years. She explained that it appeared that there was a total recommended reduction in transfers of \$1.65 million from the general fund to Utilities and debt service which was offset by increases in transfers made to the schools and to Social Services. She stated that the \$430,000 went to fund operating expenditures of other funds. She explained that from FY20 going forward, those were operating recurring expenditures.

Ms. Calloway noted that the annual audits for the five past years are available online on the Finance website. There was a brief discussion on where information could be found.

Mr. Hutson asked Ms. Calloway how many years Utilities paid the County and Ms. Calloway stated that it was five fiscal years for a total of \$557,749. Ms. Steele clarified that it was significantly reduced in FY24.

Dr. Orth stated that at the time, it seemed like the right thing to do to move money into the general fund and minimize any potential tax increase that would have come if the County had not done that. He stated that there are unintended consequences because if they had of continued transferring and listened to the people concerned about the water system, the County would not be in the situation it is. He continued and noted that the County is making changes, but they are band-aid approaches. Dr. Orth explained that he felt personally responsible because he is on the Utilities Advisory Committee.

Mr. Chriscoe stated that if the Board had a better understanding of what was happening in 2019 with Utilities, they may have done things differently. He noted that the Board made decisions based on recommendations. He stated that now that the Board is aware of the issues, they have a path forward to correct them.

Ms. Steele informed the citizens that when Mr. Fedors brought up the idea of charging back, it was not an unusual type of activity. She explained that it was because Utilities are enterprise accounts and in many cases they are separate authorities where they have administrative staff that take care of what the County does. She stated that it was a creative idea to keep the tax rate down and be able to fund other operating expenses, but she thought it did have negative consequences. Ms. Steele noted that the idea was that the enterprise account should stand on its own.

Dr. Orth stated that the County has been faced with lean budgets since Mr. Fedors and the Board takes into account what is suggested. Mr. Hutson stated that

this was a chance to learn from the past and that maybe lean budgets are not the way to go.

Ms. Steele stated that there are little bits of information that come from the public that were meant to be educational but have been taken out of context. She noted that they generally sound bad and point out that there is waste in different areas that need to be cut from the budget. She corrected a comment that was made about a \$50,000 expense in HR stating that it was for frivolous benefits, but it was actually short-term disability insurance. She let the public know that if citizens have questions, she was more than happy to speak with them.

Dr. Orth stated that they had a meeting with Mr. Mowry and Mr. Bazzani about P-Card questions and every question Mr. Mowry had was answered and he was very happy. Ms. Steele stated that an example was what the County was doing with the San Diego Zoo. She explained that the San Diego Zoo is the sponsor for an online training that is required for Animal Control officers.

Mr. Hutson stated that last year or the year before, he went with Mr. Bains and Ms. Steele to Richmond to look at different MRFs (Material Recovery Facilities) for recycling products and they stopped for lunch. He stated that he paid for their lunches because they both were going to pay out of their own pockets even though it was for County business. Mr. Bazzani stated that he remembered the meeting they had, but there were some questionable expenses that were small such as the purchase of sundresses and that there needed to be a process review for how P-Cards are used in the County. Ms. Steele explained that there is a process that is audited and the sundress purchase likely was for the Department of Social Services for a child who did not have clothing. She stated that staff looked at how much time was being spent processing P-Cards versus the rebate that the County gets on them and it was determined that it was taking a lot of staff time, so the County further restricted their use because it made for better operating procedures. She concluded that the rebate was not worth it.

Ms. Calloway made a correction and stated that it was only four years for Utilities and it was 2021 through 2024.

Ms. Calloway stated that there are several different credits that provide exemptions to personal property and real estate taxes. She noted that two of them are for disabled veterans. She continued and stated that the real estate exemption was provided by the state in 2011 and the other was personal property tax back in 2020. Ms. Calloway noted that they were mandatory on the state level which meant that the Board had very little or no leeway in whether or not to adopt them. She stated that the real estate tax exemption provides up to 10 acres and the state only requires one acre. However, she stated, the County has to provide the same amount of acreage exemption to veterans that are provided to the elderly and disabled which was 10 acres.

Mr. Bazzani asked if the veteran had to be alive before the 2022 PACT Act was passed and if a widow could benefit from the exemption. Mr. Wilmot stated that he was not sure. He stated that the benefit for the elderly and disabled is optional and the Board could reduce the acreage that is allowed for the tax exemption. He suggested that the Board consider asking for information as to how much revenue they would garner if they were to decrease the acreage. He noted that he is required by an ordinance to sign off on any tax refund over \$2,500 and he had been signing off on them a lot. Mr. Chriscoe recommended that the Board look at reducing the acreage and see the benefit per acre. Mr. Nicosia asked Mr. Wilmot if it was 100% disabled by Social Security standards or for VA (Veterans Affairs) standards. Mr. Wilmot informed Mr. Nicosia that it was by VA standards.

Mr. Chriscoe stated that reducing the acreage is something the Board needs to look at long-term on a per acre basis. Dr. Orth agreed and stated that he would like to do it before next budget season.

Ms. Calloway showed a slide depicting growing revenue reductions that included disabled veterans, the elderly and disabled, and fire and rescue. She pointed out that after the PACT Act was passed in 2022, there was a large spike in revenue reductions. She did research on the PACT Act and found that legislation opened up a number of conditions that are now considered to be 100% service-connected disabled. She noted that it also included if a person was deployed in specific areas. Ms. Calloway stated that the legislation provided funding for the VA to improve processes for approving veterans as fully disabled. She hypothesized that the jump in tax relief was due to the PACT Act but was unsure of why it was not slowing down. She noted that tax relief was estimated to be \$1.76 million in 2025 which will impact FY26.

Ms. Calloway stated that there is an estimated \$1.5 million in veterans tax relief in 2025 for real estate and personal property. Mr. Wilmot asked if the amount of tax relief pertained to the specific year it was in or if it included past tax relief that was requested for prior years. He noted that he often signs off on refunds for the amount of three years. Ms. Calloway stated that she believes that it is cumulative to the current year. Mr. Wilmot hypothesized that the increase since 2022 is because people are becoming aware of the expansion through the PACT Act and that is why he was now often signing off on refunds for the prior three years.

Mr. Hutson asked for clarification on whether the elderly and disabled only qualified for real estate taxes and not personal property taxes. He asked if there was a limit on the amount of personal property tax relief that disabled veterans get and was told it was an exemption for one vehicle. Ms. Calloway stated that she believed it was for the primary vehicle.

Mr. Hutson stated that currently, the number of veterans real estate credits was twice that of the elderly and disabled. He pointed out that in 2024, veterans real estate and personal property tax relief was \$1.2 million versus the elderly and

disabled real estate tax relief of \$189,000 and questioned why that was the case. Mr. Wilmot stated that it was due to personal property tax relief but could be due to the elderly and disabled being unaware of it existing. Mr. Chriscoe stated that the elderly have a lot more hoops to jump through which makes it more difficult to qualify.

Ms. Calloway informed the Board that the Commissioner of Revenue's Office has to track the personal property tax exemptions manually and although the personal property tax relief for veterans went into effect in 2022, it was not independently tracked until 2024, so the chart did not include that information until 2024. She stated that she had wondered if the amounts were due to number of exemptions or due to expensive property and that she found that the number of veterans real estate tax credits went up 42% since 2023.

Mr. Hutson stated that he would like staff to look at what boat taxes would do next year. Mr. Chriscoe stated that they cannot unless they reimplement it. Mr. Hutson noted that Virginia Beach just put it back in place. He requested that staff look at the economic impact for Gloucester. Ms. Steele stated that she checked with the Hampton Roads Planning District Commission (HRPDC) to see if they were planning on doing anything and they stated that the question comes up routinely but no one is contracted to do it. Ms. Steele noted that she thought it would be great to do for the entire region because Gloucester County would not lose as many boats if every locality was doing it. Mr. Smith stated that the Commissioner of Revenue gave \$750,000 as the figure for reimplementing the boat tax if the County were to put in place the previous amount. Ms. Steele noted that she did not know if that subtracted the work boats because they have been exempted in the past.

Mr. Gibson stated that the Board is trying their best to serve the County and the citizens because they love the County and all it has to offer. He stated that they all share the goals of making Gloucester a great place to live, raise a family, get an education, and to ultimately retire. He noted that all of the wonderful things about Gloucester's community have a cost. Mr. Gibson stated that the challenge to the cost is that inflation has hit everyone and explained that rising healthcare costs, tax relief is almost \$2 million, and there has been pressure to make sure County employees stay and don't leave to other localities for better pay.

Mr. Gibson stressed that he did not want to raise taxes because, in many respects, citizens are overtaxed. He stated that he worked at the federal and state levels and saw waste, but he has not see waste at the local government level. He informed the Board and citizens that out of the 15 Hampton Roads communities, Gloucester has the 13th lowest tax rate and it has been very low and pretty steady for a long time while financial pressures continue to go up which is when services and infrastructure start to suffer. Mr. Gibson stated that the County has aging schools, schools that need to be renovated, there is a need for a new fire station, Abingdon needs a new bunkhouse, and Utilities have been neglected for a long time. He reminded citizens of the catastrophe that happened in Richmond where most of the

metropolitan area did not have water for a week and many places shut down. He noted that in California, whole communities burned down because the water system was dysfunctional and over 100 people lost their lives. He then stated that he believed that Gloucester is approaching a crisis with Utilities, and if it is not addressed, the County is risking having a catastrophe. Mr. Gibson urged the Board to address Utilities.

Mr. Gibson stated that it is important to note what is not funded in the budget which includes over \$1.6 million in requested needs from the School Board, almost \$1 million in vital building projects, over 41% of the County's ongoing maintenance budget, and there was no subsidy for the Utilities fund. He noted that the budget is lean and they have to address revenue in some modest fashion. He stated that he believed the budget and rates presented can help the County move in the right direction.

Dr. Orth stated that he looked at the budget line item by line item trying to figure out how to keep Gloucester a viable community. He stated that the Board has the responsibility to do what is best for the community and to make it a place where people want to come. He noted that they have a task ahead of them on how to manage the growth that occurs when the toll comes off.

Mr. Hutson asked Ms. Calloway to explain how the proposed windfall was not going to be in the budget and Ms. Calloway stated that it would still be there, but not as much as originally estimated. She stated that real estate has a better collection rate and personal property historically has a much lower collection rate in the initial several months. She noted that the Treasurer is wonderful with collections but generally the personal property tax collection rate for the first few months after the bill is due is around 62%. She noted that they eventually get collected. Ms. Calloway explained that shifting and reducing the amount of tax revenue coming from real estate and using personal property instead will reduce the additional amount of revenue seen in FY25 which is the windfall. She stated that originally they had \$1,055,000 when it was a 4.3 cent tax increase that was all real estate. Now, she explained that 3.1 pennies for real estate and 15 pennies on personal property tax, the County would be looking at \$976,282 in additional revenue estimated in FY25. Mr. Hutson asked how close they would be at getting back to 16% with the proposed funding given to schools for funding meals. Ms. Calloway stated that with the \$450,000 appropriated to the schools, the County would need an additional \$999,504 to restore the fund balance back to 16%.

Mr. Hutson asked Dr. Vladu, Superintendent of Gloucester County Public Schools, how the \$450,000 was calculated. Dr. Vladu stated that it was an estimate based on how much money is lost per meal as the basis of the calculation and they lose approximately 70 cents per meal currently for all Gloucester County public schools. He stated that the schools have 42% of students that used to claim free or reduced lunch.

Dr. Orth asked Dr. Vladu for clarification on whether all students were receiving free lunches currently. Mr. Hartley, Deputy Superintendent at Gloucester County Public Schools, stated that all students in FY25 were receiving free breakfast and lunch. He stated that the reimbursement rate is calculated based on a formula created by USDA and any families that are recipients of other government programs go into the calculation. He stated that it is about 65% of Gloucester's students and the schools get a reimbursement rate of \$4.45 per lunch for that 65%. Mr. Hartley stated that the cost comes in because the reimbursement rate for the other 35% of students is 44 cents per lunch. He noted that the cost is actually about \$600,000 and they are covering the difference internally. Dr. Orth asked what the conditions were pre-COVID. Mr. Hartley stated that they did not pay for all of the meals pre-COVID. Dr. Orth clarified that all meals started with COVID and continued since then.

Mr. Bazzani asked if they could extrapolate the information going forward of which students received free meals and which did not if the schools were to means test. He stated that it is unfair for citizens with no students to have to pay for free lunches when some families can afford to pay. Dr. Orth stated that it would be good to look at the numbers pre-COVID and compare them to now.

Mr. Nicosia stated that some parents are unable to read or write. He asked if the schools could work on streamlining the qualifying process, if they went back to some paying for lunches, so that it is easier for constituents. Mr. Hartley stated that the schools have a direct certification where the schools get the bulk of students who qualify for free or reduced lunch, which largely comes from families who receive other benefits, but it is not inclusive of all students who qualify. He stated that they track information on lunch charges and they will always feed children regardless if they have money or not. He noted that they would make an effort to get ahold of parents to see if they qualify, but there may be families they would be unable to reach. Mr. Nicosia asked if the schools had a mechanism to find out what lunches would cost per student if they transition back to students paying and Mr. Hartley stated that they had begun those calculations. Mr. Hutson asked if the schools still give out packets at the beginning of the year to be filled out and Mr. Hartley stated that they send out an electronic version and that they do anything they can to get the lunch application completed by families who qualify.

Dr. Orth stated that he found it interesting that the tax relief pennies are equal to the amount that was proposed and that he hoped citizens would see that. He thanked Ms. Calloway and Ms. Steele for all of their hard work on the budget.

Mr. Chriscoe pointed out that he believed there would be a change made in appropriations. Mr. Hutson stated that he thought that the County would have money to put towards Utilities with the money going into the general fund to make it back to 16%. He stated that he was alright with giving the schools the \$450,000 because it is one-time funds coming out of the unassigned fund balance. He believed

that Utilities was going to be short-changed because the County needs roughly \$20,000 to bring the unassigned fund balance back to 16%. He noted that it will be 3.1 cents just for tax relief for veterans and the elderly and he knew the County was adding 15 cents to the personal property rate, but it puts the County in the same position and the County is not doing anything to help Utilities.

Mr. Bazzani stated that he spoke with Ms. Legg, Director of Public Utilities, and she stated that Utilities will do their first borrowing during the summer. Ms. Legg informed the Board that the process had not officially started yet, but they have met with Davenport to run through the timeline and numbers. She noted that it is based on the capital plan and all of the information that has been presented to the Board over the past several months. She stated that the rate increase is just to help Utilities operate and does not account for any capital projects. Ms. Legg noted that if the money was borrowed now, the County does not make payments until FY27. She stated that the plan is to come back to the Board in the summer for fall borrowing of roughly \$2.2 million. Mr. Hutson asked how much was needed and Ms. Legg estimated it would be about \$66 million worth of projects over ten years.

Mr. Gibson stated that subtracting the 42% of students that are projected to qualify for free or reduced lunch from the \$450,000 would leave \$261,000 that could be applied to Utilities. Mr. Hutson stated that the fund balance for the cafeteria plan is in dire straits, so they need the money. He stated that he had heard there were a couple of times that cafeteria staff almost would not have been paid based on the money the school had. Dr. Vladu stated that the school meets payroll and they would get paid regardless. Mr. Hutson asked if the money in the cafeteria fund was sufficient to cover it. Dr. Vladu replied and stated that the fund is in the positive and he has never heard of an issue. Ms. Steele stated that she believed the issue was the timing of reimbursements, so there were a couple of months of cash flow problems. She stated that whether the schools do the free lunches or not, the funds would reestablish the school's fund balance.

Mr. Hutson asked when the shortage began and why it had not been mentioned before. Mr. Hartley informed the Board that when the schools were in full reimbursement mode post-pandemic, the school built up reserves. He then stated that when the schools were coming out of the full reimbursement, the schools started CEP (Community Eligibility Provision) with five smaller schools. He stated that it was still costing about \$300,000, but the money was in reserves and they did it for two years. He noted that at the start of FY25, the schools had about \$600,000 in reserves and that is roughly what they spent on CEP.

Mr. Chriscoe stated that to get back to the 16%, the County needs \$999,504. He asked Ms. Calloway what percentage the County needs to be at to make payments and she stated 15% minimum. Mr. Chriscoe asked what it would be if the County were to add \$488,000 to the fund balance and Ms. Calloway showed that it would be 15.6%. He recommended adding half of the excess revenue to getting the fund

balance back to 16% and giving the other half to Utilities. He suggested that next year they focus on getting the fund balance back to 16% because he did not feel comfortable removing the \$450,000 from the schools. Ms. Steele reminded the Board that after June 30th, the budget will not be zero and revenue may come in a little bit higher, so the County will be above 16%. Mr. Hutson stated that he wanted to make sure that some money goes to capital for Utilities and is not sure the \$488,000 will be enough. Ms. Steele stated that where it would make the difference is if more was borrowed. She stated that instead of taking \$500,000 which will not pay for a lot of projects, they could use the money to make payments on borrowing. She noted that borrowing \$1 million is about a \$100,000 payment. She explained that if the Board included the money for payments on borrowing in the resolution now, it would facilitate that being able to occur at the fall borrowing. Mr. Hutson stated that with fall borrowing, the County would not have payback until FY27. He noted that the money could build Utilities' reserves that are depleted.

Ms. Legg stated that she had to pause all capital projects this year because revenue did not meet its goals so Utilities had to use fund balance to operate the department. She noted that the rate increase that was approved would hopefully cover operating costs. She stated the borrowing would be strictly for capital projects. Ms. Legg informed the Board that she just received two invoices for \$70,000 for repairs that needed to be made.

Dr. Orth asked Ms. Legg where the County was on AMIs (Advanced Metering Infrastructure) because he remembered that there may be some savings once they are fully implemented. Ms. Legg stated that they are not sure yet but have about 90% installed. She stated they are still working on some hiccups in the software and do not have an accurate picture of revenue will be.

Mr. Hutson asked Ms. Calloway if there was a different spot in the budget that would be better suited for the \$488,000 to make it easier for Ms. Legg's borrowing. Mr. Chriscoe stated that he did not think that needed to be decided at the current meeting. Mr. Wilmot explained that it should not be part of the budget because it is unanticipated, possible revenues. He stated he did not disagree with Mr. Hutson's concept to better fund Utilities, but it should not be done at the current meeting.

Mr. Hutson asked if the Board should add to the resolution and Mr. Wilmot stated that it can be but should not be at the current meeting. He recommended approving the resolutions presented and then at a later date, when there is a firmer grasp on additional revenues, they should be diverted to the Public Utilities Department. Mr. Hutson stated that Ms. Steele stated it would make it easier for borrowing. Ms. Steele stated that a compromise without a resolution is instructions to staff to bring back a proposal on utilizing excess funds. She stated Ms. Legg can come back and make a presentation at a later meeting of what difference it would make.

b. Budget Adoption

1. **Resolution Approving the Fiscal Year 2026 Budget**

Dr. Orth moved, seconded by Mr. Gibson, to approve the resolution for the fiscal year 2026 budget. The motion carried and was approved by the following roll call vote: Mr. Chriscoe, Mr. Gibson, Mr. Hutson, Mr. Nicosia, Dr. Orth and Mr. Smith - yes, Mr. Bazzani - no.

**A RESOLUTION APPROVING THE FISCAL YEAR BUDGET
BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026
FOR GLOUCESTER COUNTY, VIRGINIA**

WHEREAS, Section 15.2-2503 of the 1950 Code of Virginia, as amended, provides that the governing body of the County shall prepare and approve an annual budget; and

WHEREAS, the County Administrator has submitted to the Gloucester County Board of Supervisors a proposed annual budget for the County for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as required by State Code section 15.2-1541; and

WHEREAS, a brief synopsis of the budget was published, and a public hearing was held on April 14, 2025, all as required by the provisions of Section 15.2-2506 of the State Code; and

WHEREAS, the recommendation regarding the educational budget for FY 2026 contains estimated availability of funding from the Federal government in the amount of \$245,651; from the state government in the amount of \$43,346,837; from the local appropriations in the amount of \$30,874,128; and from other local revenue in the amount of \$114,000; and

WHEREAS, the Board has reviewed citizen comments, analyzed, deliberated, and made necessary revisions to create a budget.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors this 30th day of April 2025, that there is hereby approved for informative and fiscal planning purposes only, the annual budget for the FY 2026 as submitted and amended by the Board and briefly summarized below:

General Administration	9,128,249
Judicial Administration	2,451,497
Public Safety	21,927,548
Public Works	3,442,745
Health and Welfare	847,201
Education	945,456
Parks, Recreation, and Cultural	3,221,933
Community Development	1,879,720
Contributions	524,471
Contingency/Pay Matters	1,831,780
School Operating Fund	74,130,616
Cafeteria Fund	4,286,107
Regional Special Education Fund	1,275,920
Social Services Fund	6,902,761
Children’s Services Fund	1,994,385
American Rescue Plan Act Fund	911,522
Capital Projects Fund	31,691,594

School Construction Fund	5,071,046
School Grant Fund	3,526,472
Opioid Abatement Fund	610,773
County Grant Fund	2,462,926
Debt Service Fund	9,194,134
School Sales Tax revenues in accordance with Virginia Code sections 58.1-605.1 and 58.1-606.1	1,869,111
Gloucester Sanitary District #1 Fund	28,623
Gloucester Point Sanitary District Fund	32,540
Utility Fund	10,218,454
Mosquito Control Fund	129,562

BE IT FURTHER RESOLVED that the FY 2026 annual budget of the Gloucester County School Board for school operations in the amount of \$74,130,616 be, and it is hereby approved, subject to and contingent upon the availability of funds from the sources indicated in the preamble hereto.

2. Ordinance Setting Tax Levies for Calendar Year 2025

Dr. Orth moved, seconded by Mr. Hutson, to approve the ordinance setting tax levies for calendar year 2025. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Gibson, Mr. Hutson, Mr. Nicosia, Dr. Orth and Mr. Smith - yes.

AN ORDINANCE TO IMPOSE TAX LEVIES UPON REAL ESTATE, FOR AND TANGIBLE PERSONAL PROPERTY, AND BOATS AND WATERCRAFT FOR THE CALENDAR YEAR 2025

WHEREAS, it is necessary for the Board of Supervisors to establish real estate and other tax levies for Gloucester County for calendar year 2025 beginning January 1, 2025, and ending December 31, 2025; and

WHEREAS, the Board has duly advertised and held a public hearing on the subject tax levies;

NOW, THEREFORE, BE IT ORDAINED by the Gloucester County Board of Supervisors this the 30th day of April, 2025, that the following County tax levies be, and they hereby are, imposed for the calendar year 2025:

Class of Property	Rate Per \$100 of Assessed Valuation
Real Estate	\$0.614
Vehicles without motive power, used or designed to be used as manufactured homes as defined in Section 36-85.3 of the Code of Virginia.	\$0.614
Public Service Corporation Property	\$0.614
Tangible Personal Property not otherwise exempt or set out	\$3.10
One Motor Vehicle owned or leased by a member of a volunteer fire department as per State Code § 58.1-3506 (A) (16)	\$0.0000000000000001
Boats or watercraft (weighing less than five tons), not used for business purposes only	\$0.0000000000000001
Boats or watercraft (weighing less than five tons), used for business purposes only	\$0.0000000000000001
Boats or watercraft (weighing five tons or more), not used for business purposes only	\$0.0000000000000001
Boats or watercraft (weighing five tons or more), used	\$0.0000000000000001

for business purposes only	
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An additional Ad Valorem tax is hereby levied on real estate located in each of the special service districts as follows:

	Rate Per \$100 of Assessed Valuation
Sanitary District No. 1	\$0.01
Gloucester Point Sanitary District	\$0.01
York Mosquito Control District	\$0.01
Chiskiake Village, York River Pines and York Shores Mosquito Control District	\$0.01
Powhatan Chimney Mosquito Control District	\$0.01
Dunlap Woods Mosquito Control District	\$0.01
Abingdon Mosquito Control District	\$0.01

This ordinance shall be effective on adoption.

3. Resolution Appropriating Funds for Fiscal Year 2026

Dr. Orth moved, seconded by Mr. Hutson, to approve the resolution appropriating funds for fiscal year 2026. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Gibson, Mr. Hutson, Mr. Nicosia, Dr. Orth and Mr. Smith - yes.

A RESOLUTION APPROPRIATING FUNDS FOR THE FISCAL YEAR BUDGET
BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026
FOR GLOUCESTER COUNTY, VIRGINIA

WHEREAS, upon notice duly published in the newspaper, a public hearing was held on April 14, 2025, concerning the adoption of the annual budget for Gloucester County for the fiscal year beginning July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Board has held budget work sessions at which members have reviewed citizen comments, analyzed, deliberated, and made necessary revisions to create a budget; and

WHEREAS, the Board of Supervisors of Gloucester County, Virginia, approved said budget on April 30, 2025; and

WHEREAS, it is now necessary to appropriate certain funds to implement the FY 2026 budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Gloucester County, Virginia that the following appropriations are made for FY 2026 for the following functions:

General Administration	9,128,249
Judicial Administration	2,451,497
Public Safety	21,927,548
Public Works	3,442,745
Health and Welfare	847,201
Education	945,456
Parks, Recreation, and Cultural	3,221,933
Community Development	1,879,720
Contributions	524,471

Contingency/Pay Matters	1,831,780
Transfers to School Fund	30,424,128
Transfers to Food Services Fund	450,000
Transfers to Social Services Fund	2,434,100
Transfers to Children's Services Fund	788,154
Transfers to Capital Fund	4,086,460
Transfers to Debt Service Fund	4,127,183
Transfers to County Grant Fund	396,418

BE IT FURTHER RESOLVED that an appropriation of County funds to the School Operating Fund in the amount of \$30,424,128 is hereby approved.

BE IT FURTHER RESOLVED that an appropriation in the amount of \$43,706,488 is hereby approved subject to and contingent upon the availability of direct funding to Gloucester County Schools from sources other than the County, including the Federal government, the State government, and other local sources.

BE IT STILL FURTHER RESOLVED that an appropriation to the Cafeteria Fund in the amount of \$450,000 is hereby approved and an additional appropriation in the amount of \$3,836,107 is hereby approved subject to and contingent upon the availability of funding from the Federal government in the amount of \$3,226,918, from the state government in the amount of \$102,697, from other local revenues in the amount of \$506,492.

BE IT STILL FURTHER RESOLVED that an appropriation to the Regional Special Education Fund in the amount of \$1,275,920 is hereby approved subject to and contingent upon the availability of funding from the state government in the amount of \$37,500 and from other local revenues in the amount of \$1,238,420.

BE IT STILL FURTHER RESOLVED that an appropriation to the School Grants Fund in the amount of \$3,526,472 is hereby approved subject to and contingent upon the availability of funding from the Federal government in the amount of \$2,875,722, from the state government in the amount of \$600,750, from other local revenues in the amount of \$50,000.

BE IT STILL FURTHER RESOLVED that an appropriation to the Social Services Fund in the amount of \$2,434,100 is hereby approved, and an additional appropriation in the amount of \$4,468,661 is hereby approved subject to and contingent upon the availability of funding from the Federal government in the amount of \$2,681,048 and from the state government in the amount of \$1,787,613.

BE IT STILL FURTHER RESOLVED that an appropriation to the Children’s Services Fund in the amount of \$788,154 is hereby approved, and an additional appropriation in the amount of \$1,206,231 is hereby approved subject to and contingent upon the availability of funding from the Federal government in the amount of \$1,184,511, and from other local revenues in the amount of \$3,720.

BE IT STILL FURTHER RESOLVED that an appropriation to the American Rescue Plan Act (ARPA) Fund in the amount of \$911,522 is hereby approved subject to and contingent upon the availability of funding from Restricted Fund Balance (prior year ARPA receipts) in the amount of \$911,522.

BE IT STILL FURTHER RESOLVED that an appropriation to the Capital Fund in the amount of \$4,086,460 is hereby approved, and an additional appropriation in the amount of \$27,605,134 is hereby approved subject to and contingent upon the availability of funding from bond proceeds in the amount of \$22,359,992, from the Federal government in the amount of \$1,264,681, from the state government in the amount of \$2,912,238, from Committed Fund Balance (Capital Fund) in the amount

of \$976,494, from Committed Fund Balance (Older Adult Facility) of \$7,417, and from other local revenues in the amount of \$84,312.

BE IT STILL FURTHER RESOLVED that an appropriation to the School Construction Fund in the amount of \$5,071,046 is hereby approved subject to and contingent upon the availability of funding from the Restricted Fund Balance (prior year bond proceeds) of \$5,071,046.

BE IT STILL FURTHER RESOLVED that an appropriation to the Opioid Abatement Fund in the amount of \$610,773 is hereby approved subject to and contingent upon the availability of funding from the State government of \$471,027, from other local revenues in the amount of \$133,371, and from Restricted Fund Balance in the amount of \$6,375.

BE IT STILL FURTHER RESOLVED that an appropriation to the Debt Service Fund in the amount of \$4,127,183 is hereby approved, that an additional appropriation in the amount of \$5,066,951 is approved subject to and contingent upon the availability of funding from the Federal government in the amount of \$237,295, from the state government in the amount of \$53,889, and from School Sales Tax revenues in accordance with Virginia Code sections 58.1-605.1 and 58.1-606.1 in the amount of \$4,775,767.

BE IT STILL FURTHER RESOLVED that an appropriation to the School Sales Tax Fund in the amount of \$6,644,878 is hereby approved subject to and contingent upon the availability of funding from School Sales Tax in accordance with State Code sections 58.1-605.1 and 58.1-606.1 in the amount of \$6,153,616 and from other local revenues in the amount of \$491,262.

BE IT STILL FURTHER RESOLVED that an appropriation to Gloucester Sanitary District #1 in the amount of \$28,623 is hereby approved.

BE IT STILL FURTHER RESOLVED that an appropriation to Gloucester Point Sanitary District in the amount of \$32,540 is hereby approved.

BE IT STILL FURTHER RESOLVED that an appropriation to the Utility Fund in the amount of \$10,218,454 is hereby approved.

BE IT STILL FURTHER RESOLVED that an appropriation to the Mosquito Control Fund in the amount of \$129,562 is hereby approved.

BE IT STILL FURTHER RESOLVED that the County Administrator is authorized to redistribute appropriations within and among the funds under the control of the Board of Supervisors as may be necessary to meet the needs and interests of Gloucester County.

4. Resolution Establishing the Rate of Personal Property Tax Relief for Qualifying Vehicles

Mr. Chriscoe moved, seconded by Dr. Orth, to approve the resolution establishing the rate of personal property tax relief for qualifying vehicles. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Gibson, Mr. Hutson, Mr. Nicosia, Dr. Orth and Mr. Smith - yes.

A RESOLUTION ESTABLISHING THE RATE OF PERSONAL PROPERTY TAX RELIEF ON QUALIFYING VEHICLES PURSUANT TO THE PERSONAL PROPERTY TAX RELIEF ACT OF 1998 AS AMENDED AND SECTION 16-102.2 OF THE GLOUCESTER COUNTY CODE

WHEREAS, pursuant to the Personal Property Tax Relief Act of 1998, as amended, (Virginia Code Section 58.1-3523, et seq.) the Board of Supervisors of

Gloucester County adopted Gloucester County Code Section 16-102.2 entitled “Vehicle Tax Relief” on December 6, 2005; and

WHEREAS, Section 16-102.2 provides that the Board shall annually, as part of the adoption of the County budget, set the rate of tax relief on qualifying vehicles at a level that is anticipated to fully exhaust tax relief funds provided to the County by the Commonwealth; and

WHEREAS, Section 16-102.2 provides that personal property tax relief shall be applied so as to eliminate personal property taxation on qualifying vehicles with an assessed value of One Thousand Dollars (\$1,000.00) or less; and

WHEREAS, it is necessary for this Board to establish the allocation of tax relief for the first Twenty Thousand Dollars (\$20,000.00) in assessed value of other qualifying vehicles; and

WHEREAS, the Board has been informed that for the 2025 calendar year, the remaining relief funds available will be sufficient to provide a reduction of 22% in the tax bill of such qualifying vehicles valued at greater than \$1,000.

NOW, THEREFORE, BE IT RESOLVED THIS 30th day of April 2025 that for calendar year 2025, qualifying vehicles with assessed values of more than One Thousand Dollars (\$1,000.00) shall have their tax computed by reducing the amount otherwise owed on the first Twenty Thousand Dollars (\$20,000.00) of assessed value of such qualifying vehicle by a dollar amount equal to 22% of the amount otherwise owed.

6. Adjournment

Mr. Hutson thanked Ms. Steele, Ms. Calloway, Mr. Wilmot, and staff for all of their work. Mr. Bazzani stated that Ms. Calloway came to his class this year and she was able to convince five students to major in accounting. Mr. Chriscoe reiterated Mr. Hutson's comments and thanked staff for their hard work and for doing all that was asked of them. He noted that the Board cannot do what they do without the staff and that their work is greatly appreciated. Dr. Orth expressed appreciation to the Board for their civil discourse. Ms. Steele applauded the Board's work in making difficult decisions and for having great discussions.

Mr. Chriscoe moved, seconded by Dr. Orth, to adjourn. The motion carried and the meeting was adjourned at 7:49 p.m. by a unanimous voice vote.

Kevin M. Smith, Chair

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: V - 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: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Update to Meeting Calendar to Add Joint Tour of Gloucester High School

BACKGROUND / SUMMARY: At the August 5th meeting, Dr. Orth requested that a tour of the Gloucester High School renovations be arranged. It was requested by the schools that the School Board participate in the tour as well as has been done in the past. After consideration of possible dates, September 11 was determined to be the best for all participants. It is necessary to adopt an amendment to the Board's meeting calendar to add the tour on September 11, 2025, beginning at 5:00 p.m.

ATTACHMENTS:

Amended meeting calendar

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Adopt amended meeting calendar by approval of the consent agenda.

FOR MORE INFORMATION: Name: Trish Cronin

Phone: 804-693-4042 Email: pcronin @gloucesterva.info

**2025
BOARD MEETING SCHEDULE**

January 21, 2025

January 25, 2025 – Saturday – 8:30 a.m. Building One, Press Room – Board retreat

February 4, 2025

February 18, 2025

February 25, 2025 – Joint Meeting with Planning Commission at the Thomas Calhoun Walker Education Center

March 4, 2025

March 17, 2025 – Monday – Proposed Budget Presentation

March 18, 2025 – Joint Work Session with School Board at the Thomas Calhoun Walker Education Center

March 24, 2025 – Monday – Budget Work Session

March 26, 2025 – Wednesday - Budget Town Hall at Thomas Calhoun Walker Education Center

April 1, 2025

April 10, 2025 – Thursday – Joint Meeting with GVFRS at Thomas Calhoun Walker Education Center

April 14, 2025 – Monday – Budget and Tax Rates Public Hearings at the Thomas Calhoun Walker Education Center

April 15, 2025

April 21, 2025 – Monday - Budget Work Session

April 28, 2025 – Monday – Budget Work Session

April 30, 2025 – Wednesday – Budget Adoption

May 6, 2025

May 20, 2025

June 3, 2025

June 17, 2025 – Joint Meeting with the Economic Development Authority at the Thomas Calhoun Walker Education Center

July 15, 2025

August 5, 2025

August 19, 2025 - Joint Meeting with Planning Commission at the Thomas Calhoun Walker Education Center

September 2, 2025

September 11, 2025 – Thursday – 5:00 p.m. - Joint tour with School Board at Gloucester High School

September 16, 2025

October 7, 2025

October 21, 2025 – Joint Meeting with School Board at Thomas Calhoun Walker Education Center

November 5, 2025 – Wednesday due to Election Day

November 18, 2025

December 2, 2025

January 6, 2026 – Organizational Meeting

Items in red approved as part of the Board's FY 2026 Budget Calendar at the October 15, 2024, meeting.

All meetings begin at 6:00 p. m. in the Colonial Courthouse unless otherwise noted. There will be no work session meeting on the third Tuesday in December. There will be no meeting on the first Tuesday in July. A cancelled meeting shall be continued to the next workday. Questions concerning the Board's meeting schedule can be made to the Gloucester County Administrator's Office at 804-693-4042.



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: Katey Legg

TITLE: Director of Public Utilities

AGENDA TITLE: Resolution Authorizing the Renewal of a Permanent Pump and Haul Agreement among Gloucester County, Matheson Oyster Company, LLC and South Bay Company, LLC

BACKGROUND / SUMMARY: In 2021, the Board approved the Permanent Pump and Haul Permit with the Virginia Department of Health to authorize pumping and hauling sewage on a permanent basis from the Matheson Oyster Company and future locations approved by the Board of Supervisors. Per the attached Agreement, the Board authorized a 2-year extension to the permit in 2023, which is due to expire on September 17, 2025. Matheson Oyster Company has requested an additional 2-year extension to the permit.

The written request from the Owner is attached. The renewal request from the owner was shared with the health department and they had no issues with the request, noting that maintenance was being performed and reported as required.

Pump and haul is still the only practical means of disposing of sewage generated at this location.

A resolution authorizing the additional term of this agreement is attached for your consideration and approval.

ATTACHMENTS:

Resolution
Permanent Pump and Haul Agreement & Extension Resolution
Letter Requesting Renewal

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Adopt Resolution authorizing extension of pump and haul agreement

FOR MORE INFORMATION:

Name: Katey Legg

Phone: (804) 693-4044

Email: klegg@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

A RESOLUTION AUTHORIZING THE RENEWAL OF THE PERMANENT PUMP AND HAUL PERMIT FOR MATHESON OYSTER COMPANY, LLC AT 3471 BROWN'S BAY ROAD

WHEREAS, Gloucester County Board of Supervisors approved the Permanent Pump and Haul Agreement and General Permit to authorize pumping and hauling sewage on a permanent basis from the Matheson Oyster Company and future locations approved by the Board of Supervisors; and

WHEREAS, the business/property owner entered into a Permanent Pump and Haul Agreement with Gloucester County pursuant to Gloucester County Code Section 19-14(c); and

WHEREAS, that Agreement expires on September 17, 2025 and the business/property owner has requested an additional 2-year term for this permit.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors does hereby approve and authorize an extension of the Permanent Pump and Haul Agreement among Gloucester County, Matheson Oyster Company, LLC and South Bay Company, LLC attached hereto and incorporated herein.

A Copy Teste:

Carol E. Steele, County Administrator

PERMANENT PUMP AND HAUL AGREEMENT

THIS AGREEMENT dated this 14th day of September, 2021, by and among the COUNTY OF GLOUCESTER, (hereinafter, the "County"), and Matheson Oyster Company, LLC and South Bay Company, LLC (hereinafter, collectively "Owner"), pursuant to Section 19-14 of the Gloucester County Code.

WITNESSETH:

WHEREAS, Owner proposes to locate its aquaculture operation on a property in Gloucester County identified as 3471 Browns Bay Rd., RPC # 14603 (the "Property"), in the York Magisterial District; and

WHEREAS, there is an existing well situated on the property for a water source, but there is no sewage system on site, and no expansion of the County's sewage system to this area is expected in the near future; and

WHEREAS, there is written certification by the Director of Public Utilities and the Virginia Department of Health that the only practical method for sewage disposal available is by pumping and hauling, and the duration of such method will exceed one (1) year; and

WHEREAS, the County Board of Supervisors has determined that Owner's property should be added to the County's General Permit to pump and haul issued by the State Health Commissioner to the County pursuant to Section 12VAC-610-599.3 of the State Board of Health Sewage Handling and Disposal Regulations.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property Description: 16.49 acre parcel with metal storage building, Tax Map No. 048-53-A, RPC # 14603, 3471 Browns Bay Rd, Gloucester, Virginia, York Magisterial District.
2. Term: The term of the Agreement shall begin September 17, 2021 and continue for two years, until September 17, 2023. Thereafter, additional two-year terms may be authorized by the Board of Supervisors, upon written request of Owner or the then-current owner of the Property.
3. Termination: This Agreement may be terminated and the business removed from the General Permit on thirty (30) days written notice by the County.

4. Mandatory sewer hook up: In the event a County-owned sewer line shall become available to the Property, as "available" is defined by Chapter 19 of the Gloucester County Code, Owner shall forthwith connect the business to such line with all possible diligence, thereby terminating this Agreement and the placement on the County's General Permit.
5. Vault size and maintenance requirements:
 - (a) The minimum vault approved as a storage facility shall be a one thousand (1,000) gallon capacity tank.
 - (b) The vault shall be pumped quarterly or at such frequency as to preclude the expression of sewage effluent on the ground surface.
 - (c) The vault shall only be pumped by a Health Department permitted pump and haul operator in compliance with Section 19-15 of the Gloucester County Code, and quarterly pump-out logs be provided to the Health Department. Owner agrees to provide the County with a copy of a signed contract with a licensed tank pumping company at the time of execution of this Agreement.
 - (d) In compliance with 12VAC5-610-1010, the storage facility shall be:
 - (1) Watertight;
 - (2) Resistant to the corrosive action of sewage and capable of withstanding the internal and external loads placed upon it;
 - (3) Easily accessible for the removal of the sewage, having an access manhole with minimum dimensions of 18 inches by 18 inches terminating at or above the ground surface;
 - (4) A closed containment vessel with removable covers on all access ports;
 - (5) Adequately vented; and
 - (6) Provided with an audiovisual alarm to be activated when the storage facility is $\frac{3}{4}$ full. Audiovisual alarms shall alarm at two locations, one that is manned 24 hours per day and the other at the site of the storage facility where the storage facility receives sewage on a 24-hours basis.

When sewage flow is intermittent only one alarm at the storage facility is required.

6. Inspection: Owner agrees to allow the County reasonable access to the property to inspect and remedy violations found without further notice from the County.
7. Contingencies: This Agreement is made expressly contingent on the Property being added to the County's General Permit for pump and haul from the Virginia Department of Health. This Agreement is also made expressly contingent upon Owner obtaining all necessary permits from the Health Department. Failure to obtain and maintain all necessary permits from the Health Department to install, operate and maintain sewage disposal facilities on the Property, including the addition of the Property to the County's General Permit, shall nullify this Agreement. Owner agrees to abide by all applicable federal, state and local laws and regulations pertaining to this Agreement.
8. Surety: Owner agrees to post surety with the County in the form of a letter of credit or cash escrow, in a form approved by the County Attorney, in the amount of \$5,000.
9. Not Transferable: The parties agree that this Agreement is not transferable by Owner.
10. Recorded in the Land Records: This Agreement shall be recorded in the Gloucester County Circuit Court and records of the County at the expense of Owner.
11. Notices: Any notices required hereunder, or that the parties may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or deposited in the United States mail, postage prepaid, addressed to:

County: Gloucester County
c/o County Administrator
6489 Main Street
Gloucester, VA 23061

Or

Owner: Matheson Oyster Company, LLC
and
South Bay Company, LLC
2015 Grove Ave.
Richmond, VA 23220

12. Paragraph Titles: Paragraph titles or headings contained in this Agreement are inserted as a matter of convenience only, and for reference, and in no way define or describe the scope of the provisions of this Agreement.
13. Severable: If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall nevertheless remain in full force.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of September, 2021.

Approved as to form: Edwin N. Wilmot Edwin N. Wilmot, County Attorney

GLOUCESTER COUNTY

By: Carol Steele
Carol Steele, Acting County Administrator

Commonwealth of Virginia, County of Gloucester

The foregoing instrument was acknowledged before me this 21st day of September, 2021 by Carol Steele, Acting County Administrator, Gloucester County, Virginia.

My commission expires: 8/31/25

Whitney Ann Tyler
Notary



[SIGNATURES CONTINUED]

MATHESON OYSTER COMPANY, LLC

By: *Sarah Matheson Harris*
 Sarah Matheson Harris
 (as Authorized LLC Representative)

Commonwealth of Virginia, County/City of Gloucester

The foregoing instrument was acknowledged before me this 21st day of September, 2021 by Sarah Matheson Harris.

My commission expires: 8/31/25 *Whitney Ann Tyler*
 Notary



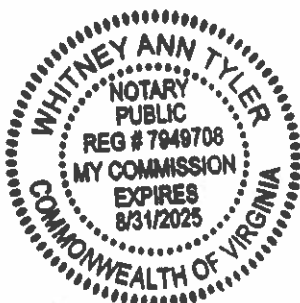
**PROPERTY OWNER:
SOUTH BAY COMPANY, LLC**

By: *Sarah Matheson Harris*
 Sarah Matheson Harris
 (as Authorized LLC Representative)

Commonwealth of Virginia, County/City of Gloucester

The foregoing instrument was acknowledged before me this 21st day of September, 2021 by Sarah Matheson Harris.

My commission expires: 8/31/25 *Whitney Ann Tyler*
 Notary



AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 5, 2023, AT 6:00 P.M., AT THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY MR. CHRISCOE, AND SECONDED BY DR. ORTH, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

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

**A RESOLUTION AUTHORIZING THE RENEWAL OF THE PERMANENT PUMP AND HAUL PERMIT FOR MATHESON OYSTER COMPANY, LLC
AT 3471 BROWN'S BAY ROAD**

WHEREAS, Gloucester County Board of Supervisors approved the Permanent Pump and Haul Agreement and General Permit to authorize pumping and hauling sewage on a permanent basis from the Matheson Oyster Company and future locations approved by the Board of Supervisors; and

WHEREAS, the business/property owner entered into a Permanent Pump and Haul Agreement with Gloucester County pursuant to Gloucester County Code Section 19-14(c); and

WHEREAS, that Agreement expires on September 17, 2023 and the business/property owner has requested an additional 2-year term for this permit;

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors does hereby approve and authorize an extension of the Permanent Pump and Haul Agreement among Gloucester County, Matheson Oyster Company, LLC and South Bay Company, LLC attached hereto and incorporated herein.

A Copy Teste:



Carol E. Steele, County Administrator



August 5, 2025

Dear Katey Legg and Gloucester County Board of Supervisors:

Matheson Oyster Company, LLC would like to request a two year exention to our pump and haul agreement, attached, for address 3471 Browns Bay Rd, Hayes, VA 23072 (Tax Map No. 048-53-A). Our operation has kept this system regularly serviced throughout its tensure and it continues to serve our business well. Please let me know if there is any issue in fulfilling this request.

Kindly,

A handwritten signature in black ink that reads "Sarah Matheson-Harris". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Sarah Matheson-Harris, Owner



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: V - 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: Carol Steele

TITLE: County Administrator

AGENDA TITLE: Resolution of Appreciation for Dr. William Reay for his Service on the Middle Peninsula Planning District Commission

BACKGROUND / SUMMARY: Dr. Reay recently stepped down from serving as the Gloucester citizen representative to the Middle Peninsula Planning District Commission. He provided valuable input and insights during his ten years of service on behalf of the community. The Board would like to recognize Dr. Reay's service.

ATTACHMENTS: Proposed resolution

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Consider adoption of proposed resolution.

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693-4042

Email: county.administrator @gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

**RESOLUTION OF APPRECIATION FOR
DR. WILLIAM G. REAY
MIDDLE PENINSULA PLANNING DISTRICT COMMISSION**

WHEREAS, Dr. William G. Reay was appointed as Gloucester's citizen representative to the Middle Peninsula Planning District Commission on January 7, 2016; and

WHEREAS, during his ten years of service, he brought a unique scientific perspective to Commission discussions, providing necessary knowledge and insight to the Commission; and

WHEREAS, Dr. Reay consistently offered insights to the Commission that were grounded in science and free from political influence, ensuring that Commission decisions were guided by objective knowledge and sound judgment; and

WHEREAS, his background as an educator and scientist enabled him to serve as a bridge between complex scientific concepts and everyday understanding, translating technical information into clear, accessible language that empowered the members of the Commission to engage with and address difficult and urgent environmental issues more confidently; and

WHEREAS, Dr. Reay's contributions to the Commission on behalf of the citizens of Gloucester and the other localities of the Middle Peninsula were invaluable.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors does hereby extend its sincere gratitude to Dr. Reay for his dedicated service on the Middle Peninsula Planning District Commission and his commitment to the betterment of the citizens of the region.

BE IT FURTHER RESOLVED by the Board of Supervisors that this resolution be presented to Dr. Reay for his valuable public service and with best wishes for the future.

A Copy Teste:

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: V - D

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: Anne Ducey-Ortiz, AICP

TITLE: Director of Planning, Zoning, &
Environmental Programs

AGENDA TITLE: Resolution requesting that VDOT Accept the Extension of Frederick Drive into the into the State System for Maintenance

BACKGROUND / SUMMARY: In a letter dated August 12, 2025, VDOT advised that the Frederick Drive extension in Dunlap Woods Section 1 subdivision was found to be acceptable for state maintenance. VDOT has requested that the Gloucester County Board of Supervisors adopt a resolution for the acceptance into the secondary road system.

ATTACHMENTS: Resolution
Form AM-4.3
Letter from VDOT dated August 12, 2025
Map

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Adopt the resolution requesting VDOT to accept the streets into the State system.

FOR MORE INFORMATION:

Name: Tripp Little, Planner III
Email: tlittle@gloucesterva.info
Phone: (804) 693-1224

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

**RESOLUTION TO REQUEST VDOT ACCEPTANCE OF
FREDERICK DRIVE IN DUNLAP WOODS SECTION 1**

WHEREAS, all inspections of the Frederick Drive extension in Dunlap Woods Section 1 meet the public service criteria of the Subdivision Street Requirements; and

WHEREAS, the Frederick Drive Extension has been completed.

NOW, THEREFORE, BE IT RESOLVED that this Board requests that the Virginia Department of Transportation add the segment identified on the attached Additions Form AM-4.3 to the secondary system of state highways, pursuant to §33.2-705, Code of Virginia, 1950, as amended, and the Department's Subdivision Street Requirements.

BE IT FURTHER RESOLVED that this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills, or drainage.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

A Copy Teste:

Carol E. Steele, County Administrator



COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In Gloucester County

by Resolution of the governing body adopted 9/2/2025

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

A Copy Testee Signed (County Official):_____

Report of Changes in the Secondary System of State Highways

Project/Subdivision: 036; Rt 1295 Frederick Drive- Dunlap Woods

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Addition	Rt. 1295 - Frederick Drive	New subdivision street §33.2-705	Existing Rt 1295; Frederick Drive	cul de sac	0.06	2	Inst # 9603639 & DB 316, Page 577	50



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION

87 Deacon Road
Fredericksburg, Virginia 22405

Stephen C. Brich, P.E.
COMMISSIONER

August 12, 2025

Ms. Anne Ducey-Ortiz, AICP, Director of Planning and Zoning
Planning and Zoning Department
County of Gloucester
6489 Main Street
Gloucester, VA 23061

RE: Frederick Drive Extension – Dunlap Woods Section 1
0.06 mile from Existing Rt 1295 (Frederick Drive) to Cul de sac
Gloucester County

Dear Ms. Ducey-Ortiz,

This office has completed all the necessary inspections and has found the Frederick Drive Extension in Dunlap Woods Section 1 Subdivision acceptable for state maintenance.

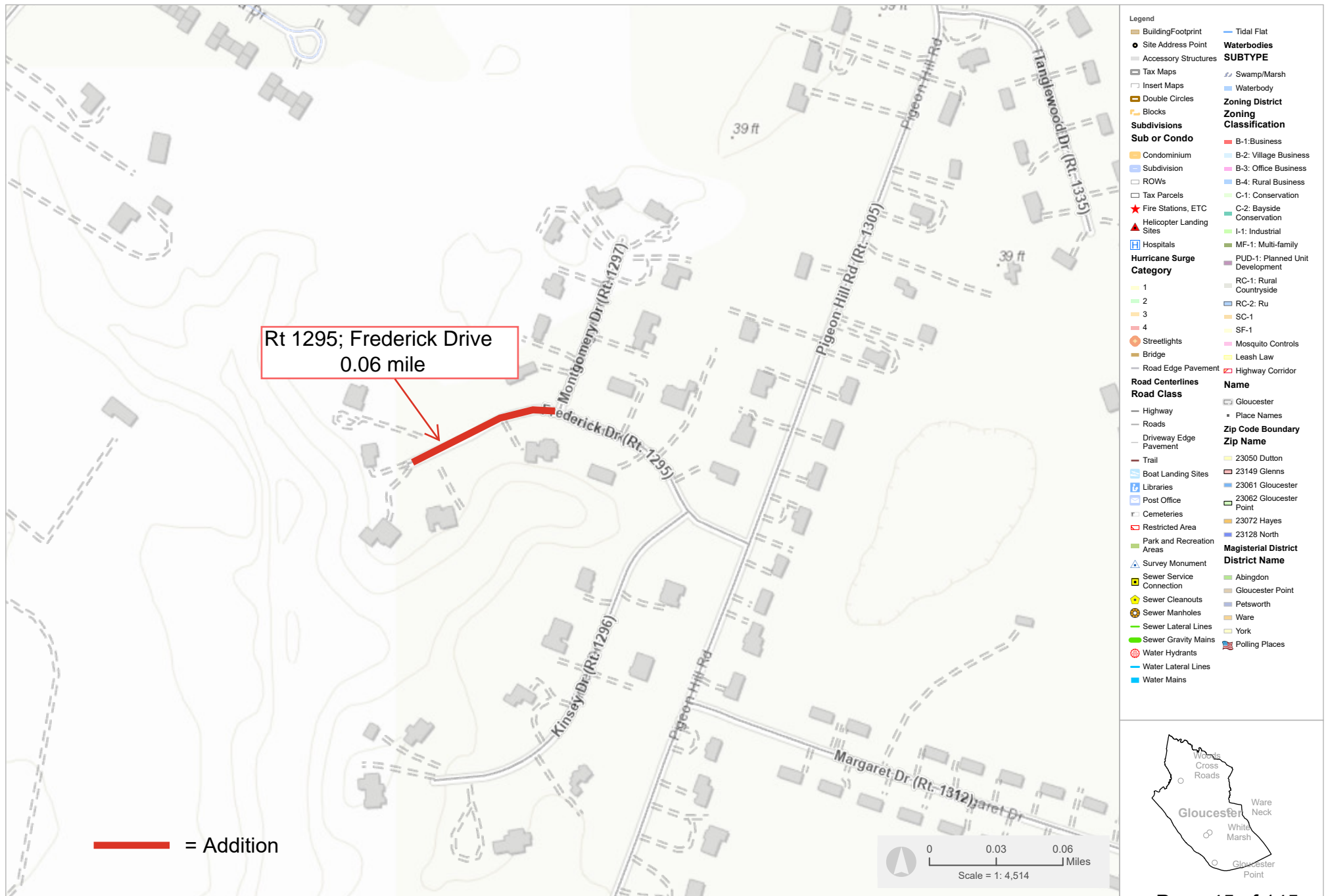
The Virginia Department of Transportation is now requesting a resolution from the Gloucester County Board of Supervisors for the acceptance of these roads into the state system for maintenance. I have attached Form AM 4.3 which must be attached as part of the Board of Supervisors resolution. If I can be of any assistance in this matter, please do not hesitate to contact me with any questions (804)815-6987 or Travis.Coghill@vdot.virginia.gov

Thank You,

A handwritten signature in black ink, appearing to read "Travis Coghill".

Travis Coghill
Permits Manager
Saluda Residency

Frederick Drive Extension





GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025
AGENDA ITEM #: VIII – 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: Lee McKnight

TITLE: Residency Administrator, VDOT

AGENDA TITLE: Quarterly Update from the Virginia Department of Transportation

BACKGROUND / SUMMARY:

Mr. McKnight, the Saluda Residency Administrator, will provide the quarterly update from the Virginia Department of Transportation.

ATTACHMENTS:

VDOT Monthly Report

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Carol Steele

Phone: 804-693-4042

Email: county.administrator@gloucesterva.info



Fredericksburg

Gloucester County Board of Supervisors September 2025 VDOT Transportation Briefing

Construction Projects Underway

Resurfacing Routes 2025

Surface Treatment Routes

Route 609 – Woodstock Road

Route 610 – Salem Church Road

Route 612 – Millers Landing Road

Route 615 – Willis Road

Route 620 – Stonewall Road

Route 629 – Warner Hall Road

Route 632 – Aberdeen Creek Road

Route 663 – George Lane

Route 701 – Belleville Road

Route 610 – Old Pinetta Road

Route 610 – Pinetta Road

Route 614 – Robins Neck Road

Route 615 – Chestnut Fork Road

Route 629 – Free School Road

Route 630 – Paynes Landing Road

Route 657 – Johns Point Road

Route 686 – Roanes Wharf Road

Route 720 – Sterling Creek Road

Construction Projects

Upcoming Road Projects on Secondary Six Year Plan:

As a reminder the board prioritized one project on the six-year plan, listed as approved by the board.

UPC 127745 – Route 615 Sidewalk Infill from Dunston Hall to Gloucester High School

Construction Projects Next 24 Months

UPC 123874 – Route 17 @ 610 Intersection Safety Improvements underway with projected completion late December 2025

UPC 123889 – Route 17 @ Fox First and The Shoppes Safety Improvement projected October 2025 start

Bridge Projects next 24 Months

UPC 111391 – Route 3 Burke Mill Stream Bridge Rehabilitation underway with the completion projected late Fall 2025.

UPC 118288 – Route 17 NB Bridge Replacement over Dragon Run projected early 2026 start

Traffic Engineering

None

Meetings of Significance

Attended Site Plan Meeting

Supervisor Requests/Updates

Reviewed Willis Rd. for additional speed limit signage

Land Use Highlights

- Site Plan reviews completed: 12
- Subdivision reviews completed: 0
- Average number of days per review: 5.9
- Number of permits issued: 4
- Number of permits completed: 6

Maintenance Operation Highlights

Completed Projects

- Contractor Primary Mowing completed
- Route 198 Pipe Replacement/Ditching completed
- Routes 1275, 1276, 1336 and 1337 Asphalt Patching
- Patch potholes countywide
- Gravel Road Maintenance countywide
- Sign Repair countywide

Upcoming Projects

- Route 17 Crossover Repair from Snow Plows
- Route 17 Median DI Box Repair
- Route 648 Pipe Replacement and Ditching underway
- Route 616 Ditching
- Route 619 Pipe Repair/Replacement
- Continue to patch potholes countywide.
- Gravel road maintenance as needed countywide
- Sign Repair countywide

Contact for questions or concerns:

Lee McKnight
Residency Administrator
(804) 286-3115

lee.mcknight@vdot.virginia.gov

Jamie Horne
Assistant Residency Administrator
(804) 286-3118

larry.horne@vdot.virginia.gov

**VIRGINIA IS FOR LO♥ERS,
NOT LITTER**



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: VIII - 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: Laura Messer

TITLE: Destination Development Manager
Virginia Tourism Corporation

AGENDA TITLE: Tourism in Gloucester County

BACKGROUND / SUMMARY: Ms. Messer will present information regarding the impact of tourism in Gloucester County and the effort she facilitated to create a Tourism Action Plan for the County.

ATTACHMENTS:

Presentation

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Steve Wright

Phone: 804-693-4042

Email: swright@gloucesterva.info

**VIRGINIA
IS FOR
LO♥ERS®**

**TOURISM IN
GLOUCESTER COUNTY**

Sept. 2, 2025

TOURISM **IN GLOUCESTER COUNTY**

- Tourism action plan – 2023/2024
- Launch of restaurant week in 2024
- Nearly \$225,000 in grant funding from VTC awarded to the locality and locality-based businesses and organizations since 2022
- VA250 Preservation Fund - \$690,000
- DRIVE Tourism+ recipient for 2025 - \$10,000; workshop on Oct. 9
- Regional DMO through MPPDC in progress
- Work collaboratively with Gloucester organizations – Main St. Preservation Trust, The Cook Foundation
- Support tourism-related entrepreneurs

STATE FAST FACTS ABOUT TOURISM

2024

44.7 million overnight visitors (+2.5%)

\$35.1 billion in visitor spending across Virginia (+5.4%)

Travelers spent \$96 million per day in Virginia in 2024 up from \$91 million in 2023

\$2.5 billion in state & local tax revenue (+4.2%)

Tourism saves every VA household \$990 in state and local taxes.

Source: Virginia Tourism Corporation

ECONOMIC IMPACT IN GLOUCESTER COUNTY



ECONOMIC IMPACT IN GLOUCESTER COUNTY

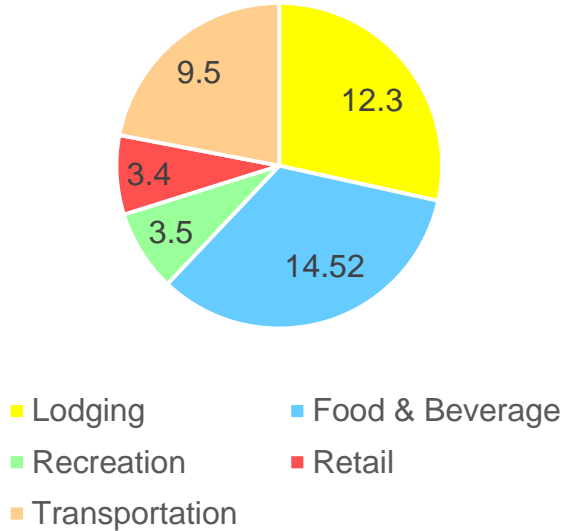
Gloucester

	2019	2020	2021	2022	2023	Percent Change
Travel Economic Impacts						
Employment	450	384	399	403	421	4.5%
Expenditures	\$ 39,255,530	\$ 33,062,367	\$ 43,007,707	\$ 43,183,695	\$ 47,257,737	9.4%
Labor Income	\$ 10,509,800	\$ 9,423,977	\$ 10,770,541	\$ 11,162,538	\$ 12,346,686	10.6%
Local Tax Receipts	\$ 1,768,592	\$ 1,504,542	\$ 1,787,956	\$ 1,901,916	\$ 2,054,186	8.0%
State Tax Receipts	\$ 1,028,872	\$ 812,366	\$ 1,014,545	\$ 1,053,005	\$ 1,146,297	8.9%

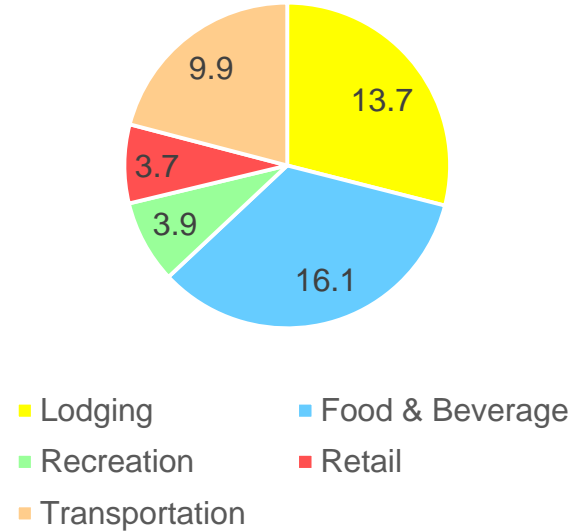
Source: Virginia Tourism Corporation

SECTOR EXPENDITURES IN GLOUCESTER COUNTY (in millions)

2022 (in millions)



2023 (in millions)



Source: Virginia Tourism Corporation

2024 VISITOR PROFILE

Summary

65.5% of visitors spent at least one night in the destination (-3.6%)

34.5% of visitors took day trips

Average nights in destination – 1.7 (+0.2%)

Most popular months May, July, August

Top three origin DMAs:

Norfolk/Portsmouth/Newport News

Richmond region

Washington DC/Northern VA

Source: Arrivalist data for Virginia Tourism Corporation

GLOUCESTER COUNTY TOURISM ACTION PLAN



TOURISM ACTION PLAN

PROCESS

- Two half day facilitated sessions
- Facilitated by Virginia Tourism Corporation
- 21 participants
- Input from Gloucester tourism staff
- Goals developed based on existing documents
- Objectives and activities developed





FOUR GOALS OF THE **TOURISM ACTION PLAN**

- Expand promotional efforts and strengthen tourism marketing strategies
- Expand and diversify tourism-related opportunities
- Foster existing and create new community and business partnerships and relationships
- Advocate and seek funds for enhancement and preservation of the historical, cultural, and natural assets of Gloucester County

THANK YOU! QUESTIONS?



Contact Laura at lmesser@virginia.org



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: VIII - 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: Dan Thomas

TITLE: Assessor, Gloucester County

AGENDA TITLE: 2026 Reassessment Update

BACKGROUND / SUMMARY: Review/update of ongoing Reassessment activity; project status; preliminary results; hearing information

ATTACHMENTS: PowerPoint

REQUESTED ACTION: ☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Dan Thomas

Phone: 804-693-1323

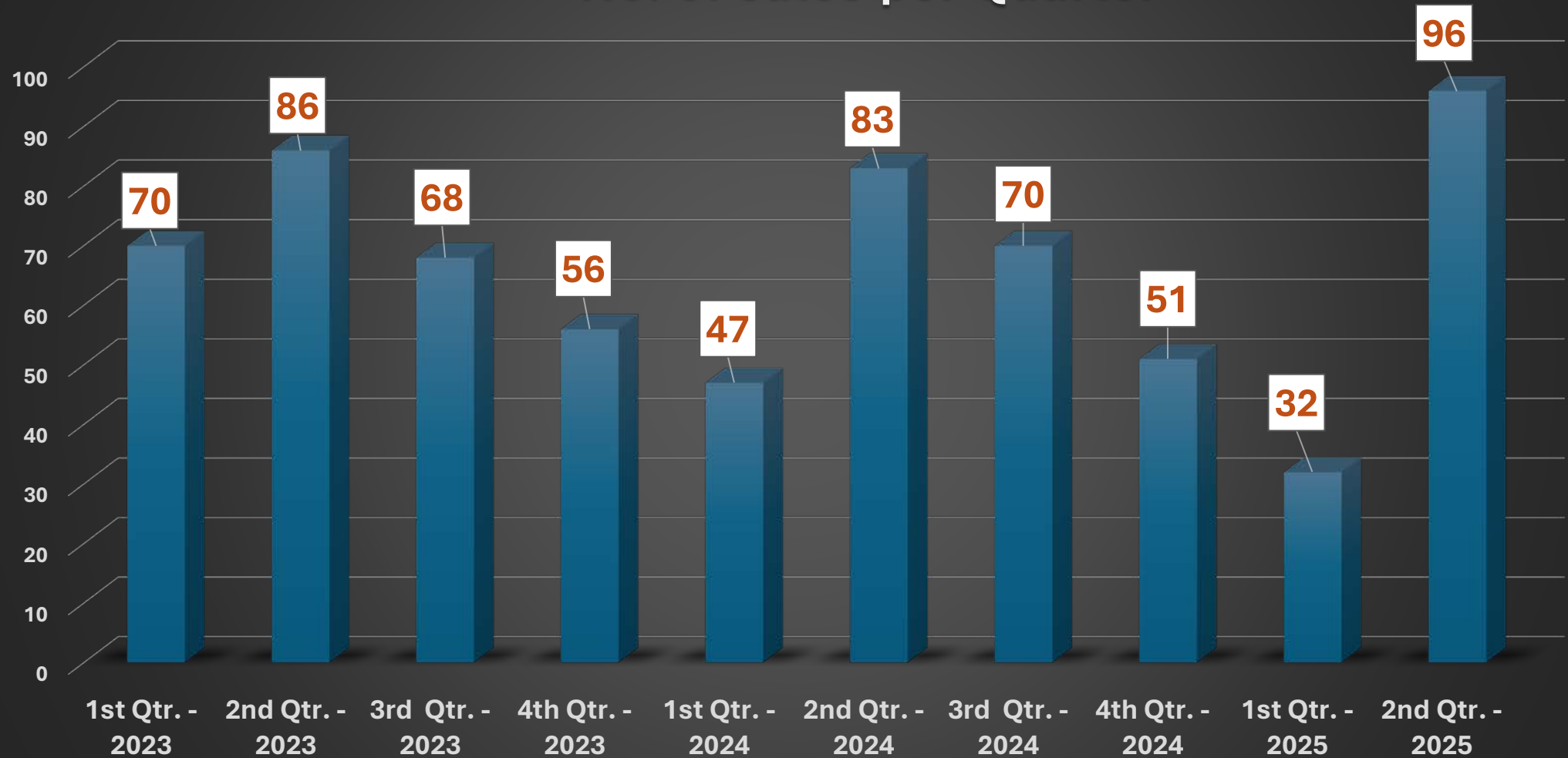
Email: dthomas@gloucesterva.info



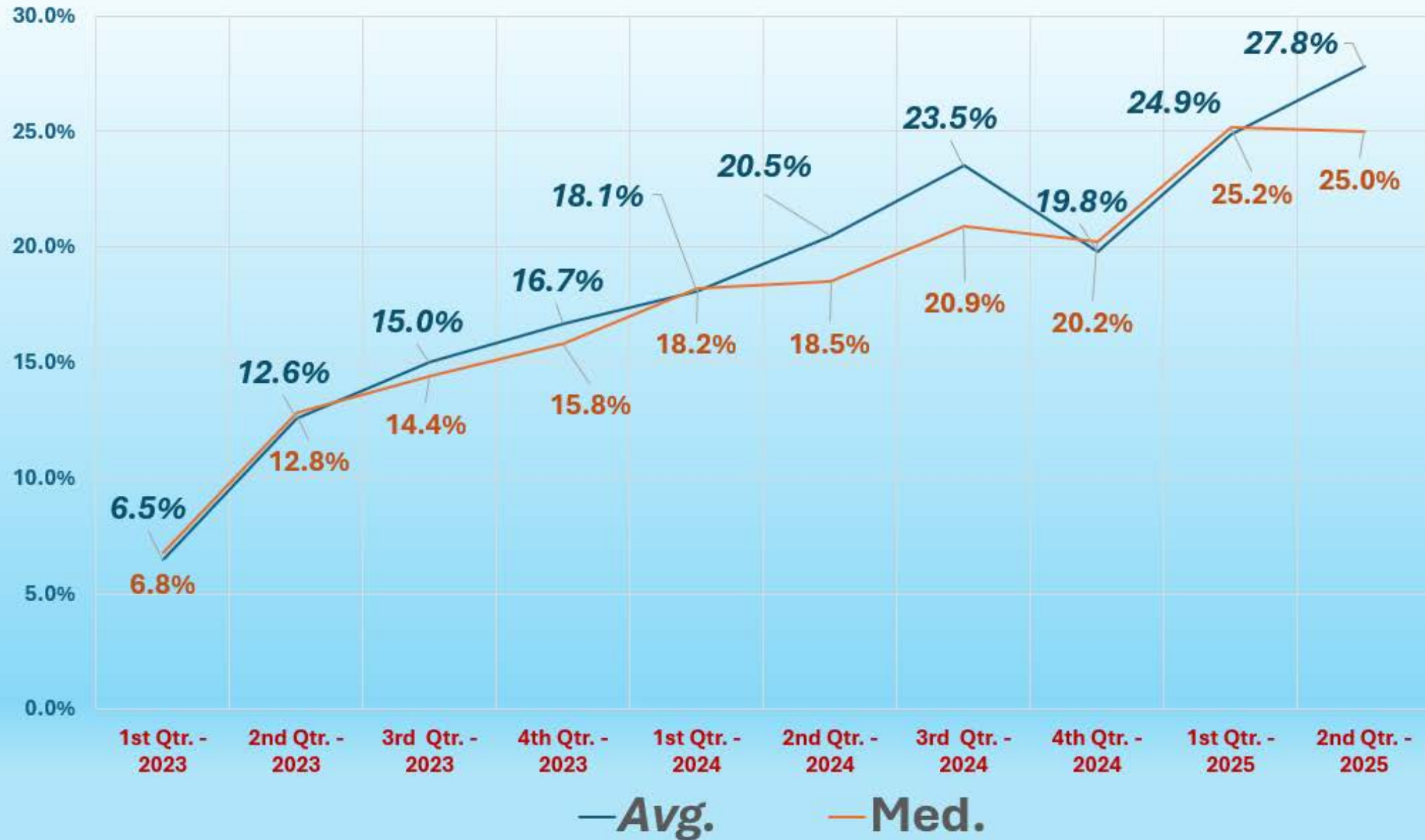
2026 Reassessment Update

Presentation to the Gloucester County
Board of Supervisors September 2, 2025

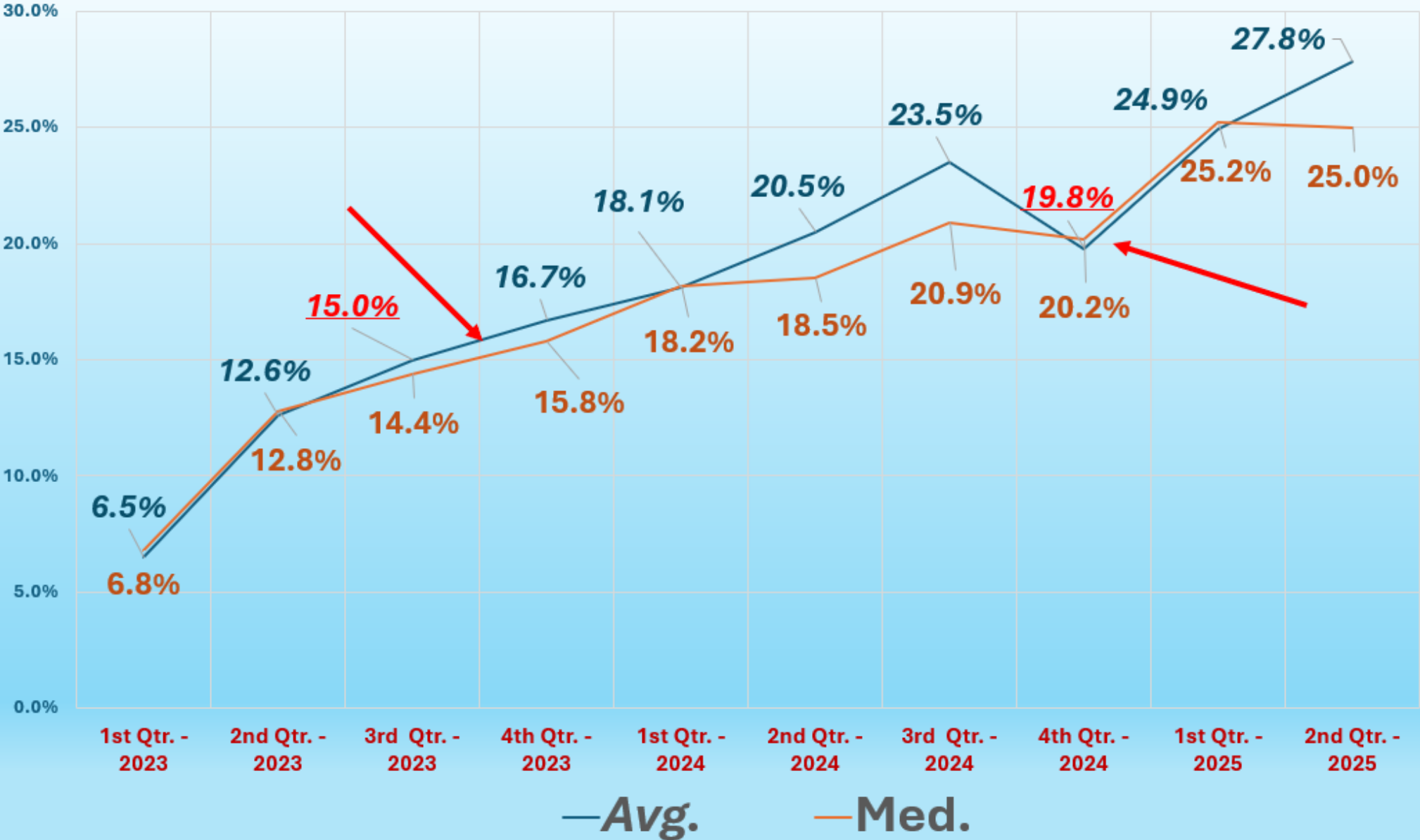
No. of sales per Quarter

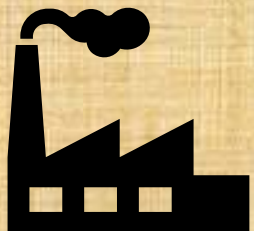
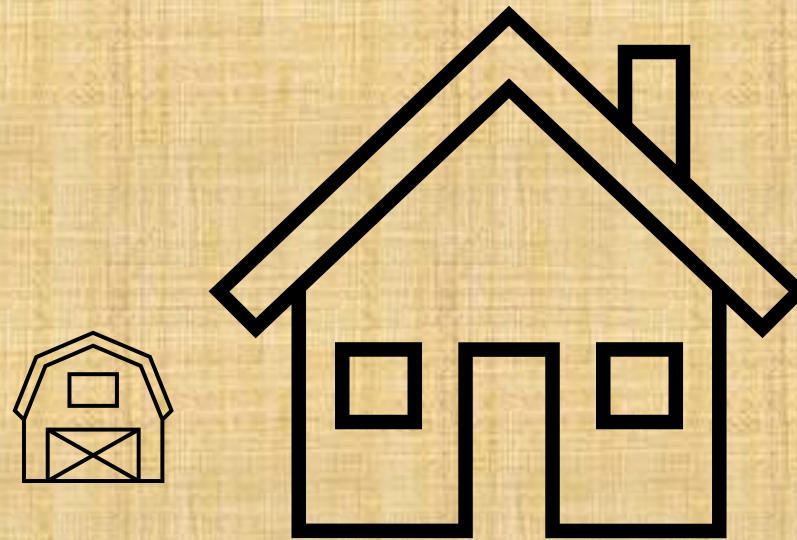


Sale Price vs. 2023 Assessment - Single Fam. Dwelling



Sale Price vs. 2023 Assessment - Single Fam. Dwelling







BOARD AGENDA ITEM

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 - ☒ Resolution
 - ☐ Ordinance
 - ☐ Motion

PRESENTER: Maria Calloway **TITLE:** Chief Financial Officer

AGENDA TITLE: Public Hearing to Consider Proposed Water and Sewer Revenue Bond Financing

BACKGROUND / SUMMARY: Financing options have been evaluated by staff, alongside the County’s financial advisors at Davenport to fund Utilities capital projects approved during the FY2026 budget process. A request for proposal (RFP) was distributed to over 200 banks for the financing opportunity. Of those banks, six provided a proposal. The County also submitted an application to the Virginia Resources Authority (VRA) with whom the County has an existing financing agreement. With Davenport’s guidance, VRA is being recommended by county staff as the most viable option for the Board’s consideration. A full analysis is included in the attached report. A resolution is included for the recommended option, which the Board is requested to approve. This debt will be issued under a new Master Indenture, which was drafted by the County’s bond counsel, T.W. Bruno of McGuire Woods, with input from staff and a final review by the County Attorney. Ted Cole of Davenport will summarize the requirements of the indenture, as well as a comparison of the financing options.

In order for the Board to consider revenue bond financing, it is necessary to hold a public hearing. If after the presentation and public hearing, the Board chooses a bank financing option instead of VRA, staff will draft the appropriate documentation for the Board’s consideration on September 16, 2025.

ATTACHMENTS:

- Resolution
- Davenport Financing Options Comparison Report
- Public hearing notice

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Hold public hearing, consider financing options and adoption of Resolution

FOR MORE INFORMATION: Name: Maria Calloway
Phone: 804.693.1385 Email: mcalloway@gloucesterva.info

CERTIFICATE OF CLERK

The undersigned Clerk of the Board of Supervisors of the County of Gloucester, Virginia, hereby certifies that:

1. A regular meeting (the "Meeting") of the Board of Supervisors of the County of Gloucester, Virginia (the "Board"), was held on September 2, 2025, at which the following members were present and absent:

PRESENT:

ABSENT:

2. A Resolution entitled "RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF GLOUCESTER, VIRGINIA APPROVING A WATER AND SEWER REVENUE BOND FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY, AND OTHER RELATED ACTIONS" was duly adopted at the Meeting by the recorded affirmative roll-call vote of a majority of all of the members elected to the Board, the ayes and nays being recorded in the minutes of the Meeting as shown below:

MEMBER

VOTE

3. Attached hereto is a true and correct copy of the foregoing Resolution as recorded in full in the minutes of the Meeting.

4. The attached Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the County of Gloucester, Virginia, this 2nd day of September, 2025.

Clerk of the Board of Supervisors
of the County of Gloucester, Virginia

[SEAL]

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF GLOUCESTER, VIRGINIA APPROVING A
WATER AND SEWER REVENUE BOND FINANCING WITH
THE VIRGINIA RESOURCES AUTHORITY, AND OTHER
RELATED ACTIONS**

WHEREAS, the Board of Supervisors (the "Board") of the County of Gloucester, Virginia (the "County") has determined that it is necessary and advisable to issue and sell bonds of the County in the maximum aggregate principal amount of \$3,000,000 (the "Bonds") to (i) finance, with respect to the County's water and sewer system, certain costs of acquiring, constructing and equipping capital improvements (the "Projects") included in the County's Capital Improvement Plan, as the Board may amend it from time to time hereafter, (ii) provide for the funding of capitalized interest on the Bonds (if and as needed) and (iii) finance the costs of issuance of the Bonds;

WHEREAS, a public hearing on the issuance of the Bonds has been held after notice was published in accordance with the requirements of Section 15.2-2606 of the Code of Virginia of 1950, as amended (the "Virginia Code");

WHEREAS, the County has discussed with the Virginia Resources Authority ("VRA") the purchase of the Bonds, and VRA has indicated its willingness to purchase such Bonds from the proceeds of one or more series of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (collectively, the "VRA Bonds"), in accordance with the terms of a Local Bond Sale and Financing Agreement (the "Financing Agreement"), between VRA and the County, or such other financing agreement that may be entered into in connection with a separate series of the Bonds;

WHEREAS, the Financing Agreement is expected to indicate that (i) the sum of (A) \$2,350,000 plus (B) an amount necessary to pay costs of issuance on the Bonds or (ii) such other amount as requested by the County in writing and approved by VRA prior to VRA's bond pricing, is the amount of proceeds requested for the Project from VRA (the "Proceeds Requested");

WHEREAS, the date of the sale of the VRA Bonds is referred to as the "VRA Sale Date;"

WHEREAS, VRA has informed the County that VRA's objective is to pay the County a purchase price for the Bonds that in VRA's judgment reflects its market value (the "Purchase Price Objective") taking into consideration the Proceeds Requested and such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA) (collectively, the "VRA Costs") and other market conditions relating to the sale of the VRA Bonds;

WHEREAS, such factors are expected to result in the County receiving a purchase price other than the par amount of the Bonds, and, consequently (i) the aggregate principal amount of the Bonds may be greater than or less than the Proceeds Requested in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, or (ii) the County may receive less than the Proceeds Requested if the financing parameters established under Section 1 or Section 4 of this Resolution restrict the principal amount of the Bonds such that the maximum principal

amount of the Bonds does not exceed the Proceeds Requested by at least the amount of the VRA Costs and any original issue discount, the amount to be paid to the County, given the Purchase Price Objective and market conditions; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF GLOUCESTER, VIRGINIA:

1. Authorization of Issuance of Bonds. The Board hereby determines that it is necessary and advisable and will benefit the residents of the County through the promotion of their health, safety, and welfare (i) to contract a debt and to issue the Bonds in an aggregate principal amount not to exceed \$3,000,000, and (ii) to award and sell the Bonds to or at the direction of VRA. The issuance and sale of the Bonds is hereby authorized on the terms and conditions set forth herein and in the Financing Agreement, and in accordance with Section 15.2-2601 of the Virginia Code, the Board elects to issue the Bonds pursuant to the provisions of the Public Finance Act of 1991, as amended. The proceeds from the issuance and sale of the Bonds shall be used to pay all or a portion of the costs of the Project. The Bonds shall be issued in one or more series with appropriate nomenclature and series designations, as determined by the Chair, the County Administrator or the Chief Financial Officer (each a "County Representative").

2. Pledge of Revenues. The Bonds shall be limited obligations of the County as to which the principal of, premium, if any, and interest shall be payable solely from the net revenues (i.e. revenue less operating expenses) derived by the County from its water and sewer system, as such systems may be expanded from time to time, and from other funds, if any, that have been or may be pledged for such purpose. Nothing in this Resolution, the Bonds, or any documentation under which the Bonds may be issued shall be deemed to pledge the full faith and credit and taxing power of the County to the payment of the Bonds. The Bonds will be issued under and are equally and ratably secured by a Master Indenture of Trust to be dated a date determined by the County Representative (the "Master Indenture") between the County and a corporate trustee selected by the County Representative (the "Master Trustee"), and as supplemented by a Supplemental Indenture of Trust (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") to be dated a date determined by the County Representative, between the County and the Master Trustee, as "Parity Indebtedness" as defined therein.

3. Authorization of Financing Documents. The County Representative is hereby authorized and directed to determine the final form the Master Indenture, the Supplemental Indenture, and the Financing Agreement and to approve of those documents. The County Representative is hereby authorized and directed to execute those documents in substantially such form, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Representative, whose approval shall be evidenced conclusively by the execution and delivery thereof.

4. Sale of Bonds; Terms and Conditions.

(a) The Bonds may be issued in one or more series and the of each series shall be issued as a single bond in fully registered form and shall be dated the date of its issuance. The County Representative is hereby authorized to determine whether to issue the Bonds in one or

more series in connection with one or more of VRA's Virginia Pooled Financing Programs, provided that the parameters set forth in (b) below are satisfied.

(b) The Board hereby authorizes the sale of the Bonds to or at the direction of VRA on terms that VRA shall determine subject to VRA's Purchase Price Objective and market conditions described in the Recitals hereof, provided, however, that (i) the Bonds shall be issued in an aggregate principal amount not exceeding the amount specified in Section 1, (ii) the Bonds shall have a "true" interest cost not exceeding 6.0% (exclusive of "supplemental interest"), (iii) the Bonds shall be payable in principal installments ending no later than June 30, 2056, and (iv) the Bonds shall be subject to prepayment upon the terms set forth in the Financing Agreement.

(c) Subject to the parameters in subsection (b), the County further authorizes the County Representative to accept the final terms presented by VRA, including the final principal amount and the amortization schedule (including the principal installment dates and amounts) of the Bonds. If the limitation on the maximum aggregate principal amount of the Bonds set forth above restricts VRA's ability to generate the Proceeds Requested, taking into account the VRA Costs, the Purchase Price Objective and market conditions, the County Representative is authorized to accept a purchase price for the Bonds at an amount less than the Proceeds Requested.

(d) The actions of the County Representative in determining the final terms of the Bonds shall be conclusive, and no further action shall be necessary on the part of the Board. As set forth in the Financing Agreement, the County agrees to pay such "supplemental interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the VRA Reserve. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America.

5. Details of Bonds. The Bonds shall be issued upon the terms established pursuant to this Resolution, the Indenture, and the Financing Agreement. The Bonds shall be issued in fully registered form, and shall be numbered from R-1 upwards consecutively with the appropriate series designation. The Bonds shall mature in the years and amounts, shall bear interest payable semi-annually at such rates, and shall be subject to redemption prior to maturity on such terms all as set forth in the Financing Agreement. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

6. Form of Bond and Supplemental Indenture. The Bonds shall be in substantially the form attached to the Indenture and on file in the County's records, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution or any subsequent Resolution or resolution of the Board. There may be endorsed on the Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The Supplemental Indenture shall be in a form approved by the County Representative, with the approval of the County Representative evidenced by the delivery of the Supplemental Indenture.

7. Appointment of Bond Registrar and Paying Agent. The County Representative is hereby authorized to select and appoint as Registrar and Paying Agent for the Bonds (the "Bond Registrar") a bank or other financial institution capable of performing such duties. In the absence of such selection and appointment by the County Representative, the Treasurer of the County is

appointed as Bond Registrar. The Board or the County Representative may appoint a subsequent Bond Registrar or one or more paying agents for the Bonds upon giving written notice to VRA specifying the name and location of the principal office of any such Bond Registrar or paying agent.

8. Execution of Bonds. The County Representative is hereby authorized and directed to execute appropriate negotiable Bonds, and the Clerk of Board (the "Clerk") is hereby authorized and directed to affix the seal of the County thereto and attest the seal. The County Representative is hereby authorized and directed to deliver the Bonds to or at the direction of VRA upon payment of the purchase price therefor. The manner of execution and affixation of the seal may be by facsimile; provided, however, that if the signatures of the County Representative and the Clerk are both by facsimile, the Bonds shall not be valid until signed by the manual signature of the Bond Registrar.

9. Tax Compliance Agreement. If requested by VRA, such officers of the County as may be requested are authorized and directed to execute and deliver a non-arbitrage certificate and tax compliance agreement (the "Tax Compliance Agreement") with VRA in a form to be approved by the officers of the County executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

10. Arbitrage Covenants. If required by VRA, the County covenants that it shall neither take nor omit to take any action which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, or otherwise cause interest on the VRA Bonds to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of the Tax Compliance Agreement that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bonds, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required or no longer required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The County shall pay any such required rebate from legally available funds.

11. Official Statement. The County authorizes and consents to the inclusion, if necessary, of information with respect to the County contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. If appropriate, such disclosure documents shall be distributed in such manner and at such times as any of them shall determine. The County Representative is authorized and directed to take whatever actions are necessary or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

12. Further Actions; Authorization of County Representative. The County Representative and such officers and agents of the County as may be designated by the County Representative, are hereby authorized and directed to take such further action as they deem necessary or appropriate regarding the issuance and sale of the Bonds, including necessary steps to qualify or register them for sale in one or more jurisdictions and to secure credit enhancement therefor. All actions previously taken by the County Representative and such officers and agents in connection with the issuance and sale of the Bonds are hereby ratified and confirmed. The

authorizations granted in this Resolution to the County Administrator and the Clerk may be carried out by the Deputy, Interim, or Acting County Administrator and any Assistant or Deputy Clerk, respectively, in the absence of the primary officers.

13. Filing of Resolution. The County Attorney of the County is authorized and directed to file or cause to be filed a certified copy of this Resolution with the Circuit Court of Gloucester County pursuant to Sections 15.2-2607 and 15.2-2627 of the Virginia Code.

14. SNAP Investment Authorization. The County has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the County has determined to authorize the Chief Financial Officer to utilize SNAP in connection with the investment of the proceeds of the lease transaction if the Chief Financial Officer determines that the utilization of SNAP is in the best interest of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the contract creating the investment program pool.

15. Effective Date. This Resolution shall take effect immediately. Except as set forth in the following sentence, the authorization to issue and sell the Bonds shall expire on June 30, 2026, but all other provisions of this Resolution shall remain in full force and effect.

Utility Financing Options Comparison

Gloucester County, Virginia



September 2, 2025

- On behalf of the County, Davenport distributed an RFP for a Direct Bank Loan with options for 15, 20, or 25-Year terms in an amount up to \$2,600,000* to fund the following FY 2026 projects (as well as the related issuance costs):

Project		Amount
1	Pump Station Upgrades	\$ 1,360,000
2	WTP Motor Control Center	600,000
3	Filter Repairs	330,000
4	Raw Water Pump Upgrade	60,000
5	Total Projects	\$ 2,350,000

- The County received six (6) proposals for the Utility Financing from the following institutions:
 - Capital One Public Funding (“Capital One”);
 - Chesapeake Bank;
 - CoBank;
 - Huntington Public Capital (“Huntington”);
 - J.P. Morgan Chase Bank (“J.P. Morgan”); and
 - Webster Bank.
- In addition to the Bank RFP Process, Davenport submitted a non-binding Application on behalf of the County to participate the 2025 VRA Fall Pool, which is scheduled to lock in interest rates in Late October and close in Mid-November.
- Regardless of whether the County moves forward with a Direct Bank Loan or VRA, the Utility Financing is expected to be secured by a senior lien on the County’s Water & Sewer System revenues under a new Master Indenture of Trust and a First Supplemental Indenture of Trust.

Interest Rate & Prepayment Summary



- Based on Davenport and County Staff's review of the proposals received and the current market estimates for the VRA Fall Pool, the remainder of this analysis focuses on the VRA Fall Pool.

A Lender (Lowest to Highest)	B Call Provisions	Interest Rate			
		C 15-Year	D 20-Year	E 25-Year	F 30-Year
1 VRA	Prepayable in whole or in part without penalty on or 11/1/2035	3.68% ⁽¹⁾	4.15% ⁽¹⁾	4.45% ⁽¹⁾	4.62% ⁽¹⁾
2 Webster Bank	Prepayable in whole on any date on or after 8/1/2030 with a 2% premium initially, declining to 1%, then no penalty (timing of declines depends on term). Some partial prepayment permitted	4.26%	4.57%	N/A	N/A
3 Capital One	Prepayable in whole at par on or after the call date (8/1/2033 or 8/1/2036, depending on term). Some partial prepayment permitted	4.51% ⁽²⁾	4.74% ⁽²⁾	4.89% ⁽²⁾	N/A
4 Chesapeake Bank	No prepayment penalty for any amount that is paid ahead of schedule	4.75% ⁽³⁾	4.75% ⁽³⁾	N/A	N/A
5 Huntington	Subject to prepayment without penalty commencing 8/1/2030 in whole, but not in part, at par plus accrued interest	4.59%	4.78%	N/A	N/A
6 J.P. Morgan	Prepayable in whole or in part without premium or penalty if paid on or after the chosen call date. Any other prepayment is subject to breakage costs	4.65% (Non-Callable) 4.86% (7-Yr Call) 4.78% (10-Yr Call) 4.73% (12-Yr Call)	N/A	N/A	N/A
7 CoBank	Subject to Broken Funding Surcharge	5.97%	6.33%	6.52%	N/A

(1) Preliminary as of 8/15/2025. Subject to change until VRA sells bonds, which is currently scheduled to occur on 10/28/2025.


(2) Rates are subject to change if the relevant SOFR Swap rate on the date the interest rate is locked in is more than 0.05% different than it was on 8/14/2025.

(3) Fixed for the first 10 years of the term then adjusted to the Wall Street Journal Prime minus 1% for the remaining 5 or 10 years, depending on the selected final maturity.

VRA Fall Pool Details and Estimated Debt Service



- A current market estimate as of August 15, 2025, for the VRA Fall Pool is shown here based on 15, 20, 25, and 30-year terms.
 - Interest rates for VRA would be locked upon the sale of bonds, which is currently scheduled to occur on October 28, 2025.

A		B	
Lender			
1	Interest Rate	15-Year: 3.68% 20-Year: 4.15% 25-Year: 4.45% 30-Year: 4.62%	
2	Acceptance / Rate Expiration	Preliminary as of 8/15/2025. Subject to change until VRA prices its bonds on/about 10/28/2025.	
3	Prepayment Provisions	Prepayable in whole or in part without penalty on or after 11/1/2035	
4	Project Fund/Escrow Requirements	Funds will be deposited with the Trustee Disbursement/requisition process will be required	
<u>Key Interest Rate Dates</u>			
5	Proposal Expiration/Deadline to Notify	9/19/2025	
	Rate Locked	10/28/2025	
	Rate Expiration/Close By	11/18/2025	
6	Bank/Other Fees	- Annual Admin Fee: 12.5 bps - VRA Closing/Legal Costs: approx. \$32,275 (est.) ⁽²⁾	
7	Credit Approval	Subject to Application Process (Ongoing)	

*Preliminary as of 8/15/2025, subject to change.

(1) Includes VRA Annual Admin Fee of 12.5 bps.

(2) Subject to change based on the number of participants in the Fall Pool, among other variables.

Note: under the VRA option, the County's payments would be due to VRA's trustee on 4/1 and 10/1 (one month prior to the bond payments of 5/1 and 11/1).

A		B	C	D	E
Preliminary Results		15-Year	20-Year	25-Year	30-Year
1 Key Assumptions					
2 Interest Rate Lock Date		10/28/2025	10/28/2025	10/28/2025	10/28/2025
3 Closing Date		11/18/2025	11/18/2025	11/18/2025	11/18/2025
4 First Interest		5/1/2026	5/1/2026	5/1/2026	5/1/2026
5 First Principal		11/1/2026	11/1/2026	11/1/2026	11/1/2026
6 Final Maturity		11/1/2040	11/1/2045	11/1/2050	11/1/2055
7 Interest Rate/TIC		3.68%*	4.15%*	4.45%*	4.62%*
8 AIC (1)		5.15%*	5.36%*	5.51%*	5.57%*
9 Sources					
10 Par Amount		2,355,000	2,430,000	2,495,000	2,540,000
11 Premium		239,457	166,937	100,502	57,982
12 Total Sources		\$ 2,594,457	\$ 2,596,937	\$ 2,595,502	\$ 2,597,982
13 Uses					
14 Project Fund		2,350,000	2,350,000	2,350,000	2,350,000
15 Local Costs of Issuance		200,000	200,000	200,000	200,000
16 VRA Cost of Issuance (2)		31,775	32,150	32,475	32,700
17 Underwriter's Discount (2)		11,775	12,150	12,475	12,700
18 Additional Proceeds		907	2,637	552	2,582
19 Total Uses		\$ 2,594,457	\$ 2,596,937	\$ 2,595,502	\$ 2,597,982
20 Estimated Debt Service* (1)					
21 2026		\$ 54,647	\$ 55,281	\$ 55,992	\$ 56,739
22 2027		223,003	190,300	172,381	159,416
23 2028		222,494	191,584	174,691	162,494
24 2029		226,600	192,613	171,872	160,444
25 2030		225,322	193,384	173,925	163,266
26 2031		223,788	193,900	170,850	160,959
27 2032		226,869	194,159	172,647	163,525
28 2033		224,566	194,163	174,188	160,963
29 2034		226,878	189,038	175,472	163,272
30 2035		223,806	193,656	171,628	160,453
31 2036		225,350	192,891	172,656	162,506
32 2037		226,381	191,869	173,428	159,431
33 2038		226,900	190,591	173,944	161,228
34 2039		222,034	189,056	174,203	162,769
35 2040		226,656	192,138	174,206	164,053
36 2041		225,638	189,834	173,953	160,209
37 2042		-	192,147	173,444	161,238
38 2043		-	189,075	172,678	162,009
39 2044		-	191,044	171,956	162,750
40 2045		-	192,950	171,291	163,472
41 2046		-	189,394	175,194	159,019
42 2047		-	-	173,663	159,388
43 2048		-	-	171,894	159,519
44 2049		-	-	174,769	159,413
45 2050		-	-	172,188	163,875
46 2051		-	-	174,144	162,903
47 2052		-	-	-	161,688
48 2053		-	-	-	160,228
49 2054		-	-	-	163,403
50 2055		-	-	-	161,213
51 2056		-	-	-	158,778
52 Total Debt Service		\$ 3,430,932	\$ 3,889,066	\$ 4,387,254	\$ 4,900,620

Recommendation / Next Steps



- Based upon our review of the proposals, related analyses, and discussions with County Staff and Bond Counsel, Davenport and County Staff recommend that the County move forward with VRA with a 25-year term.

Date	Task
September 2 6:00 pm	County Board Meeting <ul style="list-style-type: none">■ County Board holds Public Hearing.■ Davenport presents financing options/scenarios.■ County Board considers selecting preferred financing approach.■ County Board considers adopting final resolution and form of financing documents, if available.
September 16 6:00 pm	County Board Meeting <ul style="list-style-type: none">■ County Board considers adopting final resolution and form of financing documents, if not done previously.
By September 19	All Local Approvals due to VRA.
October 7 6:00 pm	County Board Meeting <ul style="list-style-type: none">■ Placeholder, if needed.
October 28	VRA Bond Sale (interest rates locked in).
November 18	VRA Tentative Closing.



Appendix

Detailed Proposal Comparisons

Debt Service Comparison | VRA vs. Banks



- Shown here is a comparison of the debt service included in planning work in Spring 2025 as well as estimates for the VRA Fall Pool and the Webster Bank and Capital One proposals.
 - Please note that the planning debt service shown here is based on a project amount of \$2,095,635. Since that planning work was completed, the actual project amount has been updated to be \$2,350,000.
- Based on the current market as of August 15, 2025, the VRA Fall Pool is estimated to provide the lowest cost of funds for each of the terms under consideration.
 - Interest rates for VRA would be locked upon the sale of bonds, which is currently scheduled to occur on October 28, 2025.
- The 30-year term from VRA provides the most similar annual payment to the planning work completed in Spring 2025.

*Preliminary as of 8/15/2025, subject to change.

(1) Final pro forma updated by County Staff in Spring 2025 included a FY 2026 project amount of \$2,095,635. Following the completion of the analysis, the FY 2026 project amounts were increased to \$2,350,000.

(2) VRA options include VRA Annual Admin Fee of 12.5 bps.

Note: under the VRA option, the County's payments would be due to VRA's trustee on 4/1 and 10/1 (one month prior to the bond payments of 5/1 and 11/1).




(3) Rates are subject to change if the relevant SOFR Swap rate on the date the interest rate is locked in is more than 0.05% different than it was on 8/14/2025.

A	B	D	E	F	G	H	I	J
Preliminary Results	Planning Est.	2025 VRA Fall Pool Estimates				Webster Bank		Capital One
	25-Year	15-Year	20-Year	25-Year	30-Year	15-Year	20-Year	25-Year
1 Key Assumptions	(1)							
2 Interest Rate Lock Date		10/28/2025	10/28/2025	10/28/2025	10/28/2025	9/3/2025	9/3/2025	9/3/2025
3 Closing Date	FY 2026	11/18/2025	11/18/2025	11/18/2025	11/18/2025	10/15/2025	10/15/2025	10/15/2025
4 First Interest	FY 2027	5/1/2026	5/1/2026	5/1/2026	5/1/2026	8/1/2026	8/1/2026	8/1/2026
5 First Principal	FY 2027	11/1/2026	11/1/2026	11/1/2026	11/1/2026	8/1/2026	8/1/2026	8/1/2026
6 Final Maturity	FY 2051	11/1/2040	11/1/2045	11/1/2050	11/1/2055	8/1/2040	8/1/2045	8/1/2050
7 Interest Rate/TIC		3.68%*	4.15%*	4.45%*	4.62%*	4.26%	4.57%	4.89% ⁽³⁾
8 AIC (2)	5.00%	5.15%*	5.36%*	5.51%*	5.57%*	5.48%	5.54%	5.70% ⁽³⁾
9 Sources								
10 Par Amount		2,355,000	2,430,000	2,495,000	2,540,000	2,554,000	2,554,000	2,550,000
11 Premium		239,457	166,937	100,502	57,982	-	-	-
12 Total Sources		\$ 2,594,457	\$ 2,596,937	\$ 2,595,502	\$ 2,597,982	\$ 2,554,000	\$ 2,554,000	\$ 2,550,000
13 Uses								
14 Project Fund	2,095,635	2,350,000	2,350,000	2,350,000	2,350,000	2,350,000	2,350,000	2,350,000
15 Local Costs of Issuance		200,000	200,000	200,000	200,000	200,000	200,000	200,000
16 VRA/Bank Cost of Issuance		31,775	32,150	32,475	32,700	4,000	4,000	-
17 Underwriter's Discount		11,775	12,150	12,475	12,700	-	-	-
18 Additional Proceeds		907	2,637	552	2,582	-	-	-
19 Total Uses		\$ 2,594,457	\$ 2,596,937	\$ 2,595,502	\$ 2,597,982	\$ 2,554,000	\$ 2,554,000	\$ 2,550,000
20 Estimated Debt Service* (2)								
21 2026	\$ -	\$ 54,647	\$ 55,281	\$ 55,992	\$ 56,739	\$ -	\$ -	\$ -
22 2027	148,690	223,003	190,300	172,381	159,416	232,834	197,011	179,946
23 2028	148,690	222,494	191,584	174,691	162,494	233,006	197,628	179,372
24 2029	148,690	226,600	192,613	171,872	160,444	233,297	197,652	179,512
25 2030	148,690	225,322	193,384	173,925	163,266	233,333	197,493	179,504
26 2031	148,690	223,788	193,900	170,850	160,959	233,114	197,152	179,350
27 2032	148,690	226,869	194,159	172,647	163,525	233,617	197,604	179,049
28 2033	148,690	224,566	194,163	174,188	160,963	232,844	196,852	178,602
29 2034	148,690	226,878	189,038	175,472	163,272	232,794	196,893	178,983
30 2035	148,690	223,806	193,656	171,628	160,453	233,424	197,683	179,169
31 2036	148,690	225,350	192,891	172,656	162,506	233,713	197,222	179,159
32 2037	148,690	226,381	191,869	173,428	159,431	233,662	197,510	178,954
33 2038	148,690	226,900	190,591	173,944	161,228	233,270	197,523	179,529
34 2039	148,690	222,034	189,056	174,203	162,769	233,515	197,262	178,883
35 2040	148,690	226,656	192,138	174,206	164,053	233,378	197,704	179,018
36 2041	148,690	225,638	189,834	173,953	160,209	232,856	197,826	178,907
37 2042	148,690	-	192,147	173,444	161,238	-	197,629	179,528
38 2043	148,690	-	189,075	172,678	162,009	-	197,111	178,881
39 2044	148,690	-	191,044	171,956	162,750	-	197,251	178,964
40 2045	148,690	-	192,950	171,291	163,472	-	197,025	178,753
41 2046	148,690	-	189,394	175,194	159,019	-	197,410	179,225
42 2047	148,690	-	-	173,663	159,388	-	-	179,355
43 2048	148,690	-	-	171,894	159,519	-	-	179,142
44 2049	148,690	-	-	174,769	159,413	-	-	179,562
45 2050	148,690	-	-	172,188	163,875	-	-	178,616
46 2051	148,690	-	-	174,144	162,903	-	-	179,279
47 2052	-	-	-	-	161,688	-	-	-
48 2053	-	-	-	-	160,228	-	-	-
49 2054	-	-	-	-	163,403	-	-	-
50 2055	-	-	-	-	161,213	-	-	-
51 2056	-	-	-	-	158,778	-	-	-
52 Total Debt Service	\$ 3,717,261	\$ 3,430,932	\$ 3,889,066	\$ 4,387,254	\$ 4,900,620	\$ 3,498,655	\$ 3,947,439	\$ 4,479,244
53 Annual Payment Difference vs. Same Term VRA		\$ 8,158	\$ 5,683			\$ 8,158	\$ 5,683	\$ 5,919
54 Total Debt Service Difference vs. Same Term VRA		\$ 67,724	\$ 58,373			\$ 67,724	\$ 58,373	\$ 91,989
55 VRA Breakeven Rate Movement to Bank						+ 31 bps	+ 20 bps	+ 21 bps

End of Non-Callable Period

Detailed Comparison of Financing Options



A	B	C	D
Lender			
1 Interest Rate	15-Year: 3.68% 20-Year: 4.15% 25-Year: 4.45% 30-Year: 4.62%	15-Year: 4.26% 20-Year: 4.57% 25-Year: N/A	15-Year: 4.51% 20-Year: 4.74% 25-Year: 4.89%
2 Acceptance / Rate Expiration	Preliminary as of 8/15/2025. Subject to change until VRA prices its bonds on/about 10/28/2025.	Rates are locked for a closing by 10/17/2025 if the term sheet is accepted by 9/3/2025.	Rates are subject to change if the relevant SOFR Swap rate on the date the interest rate is locked in is more than 0.05% different than it was on 8/14/2025. To be confirmed if rate can be locked upon notification of staff recommendation via email (subject to Board of Supervisors approval) and if there would be penalty if the rate were locked based on the recommendation and the Board chooses another option.
3 Prepayment Provisions	Prepayable in whole or in part without penalty on or after 11/1/2035	Prepayable in whole on any date on or after 8/1/2030 with a 2% premium initially. For the 15-Year option, the premium declines to 1% on 8/1/2031 with no penalty on or after 8/1/2032. For the 20-Year option, the premium declines to 1% on 8/1/2032 with no penalty on or after 8/1/2034. Partial prepayments of at least \$300,000 are permitted once per year and applied in inverse order.	Prepayable on or after the call date (8/1/2033 for 15-Year and 8/1/2035 for 20 and 25-Year) in whole without penalty. Partial prepayment is permitted from non-refunding proceeds, once per CY, in an amount between \$50,000-250,000, and applied in inverse order of maturities.
4 Project Fund/Escrow Requirements	Funds will be deposited with the Trustee Disbursement/requisition process will be required	Amenable to Deposit at VASNAP Quarterly reports of withdrawn funds are requested Involvement of Trustee to be discussed (firm to be selected)	Proceeds would be deposited in an account at Capital One. To be confirmed: need for formal agreement and/or disbursement/requisition process, estimated earnings rate, and arbitrage rebate monitoring Involvement of Trustee to be discussed (firm to be selected)
Key Interest Rate Dates			
5 Proposal Expiration/Deadline to Notify	9/19/2025	9/3/2025	9/2/2025
Rate Locked	10/28/2025	9/3/2025	9/2/2025
Rate Expiration/Close By	11/18/2025	10/17/2025	10/17/2025
6 Bank/Other Fees	- Annual Admin Fee: 12.5 bps - VRA Closing/Legal Costs: approx. \$32,275 (est.) ⁽²⁾	Lender's Counsel: not to exceed \$4,000	None
7 Credit Approval	Subject to Application Process (Ongoing)	Subject to Final Credit Approval	Subject to Final Credit & Documentation Approval
8 Lender's Counsel	McGuireWoods LLP	Gilmore & Bell	TBD (Cost Covered by Bank)

Disclaimer



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PUBLIC HEARING NOTICE
GLOUCESTER COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Virginia, the Gloucester County Board of Supervisors will conduct a Public Hearing on September 2, 2025, beginning at 6:00 p.m. in the Colonial Courthouse, 6504 Main Street, Gloucester, Virginia to consider the following:

PROPOSED WATER AND SEWER REVENUE BOND FINANCING

The Gloucester County Board of Supervisors will hold a public hearing in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended, on the issuance of water and sewer revenue bonds in an estimated maximum principal amount of \$3,000,000 to finance the costs of capital projects for the utility system contained in the County's capital improvement plan including without limitation the costs associated with pump station upgrades, raw water pump upgrade, filter repairs and the Water Treatment Plan motor control center.

The preceding is a summary, not the full text, of the County's capital improvement plan for the Department of Public Utilities. It is not intended to be a comprehensive representation of all of the projects and does not substitute for the plan, which is available for review on the web at www.gloucesterva.gov, and in the County Administrator's Office at 6489 Main Street, Gloucester, Virginia.

The meeting will be broadcast live through the County website meeting portal at: <https://www.gloucesterva.gov/640/Meeting-Portal> and on Cox channel 48.

All interested parties are invited to express their views on this matter. Public comments may be submitted prior to the public hearing by three different methods:

- To submit comments online, complete the [Public Comment Submission](http://www.gloucesterva.gov/publiccomment) form (www.gloucesterva.gov/publiccomment). Please follow the instructions on the form to indicate the public hearing on which you want to comment.
- Comments may also be submitted by calling and leaving a message at 804-824-2760. Follow the prompts to leave comments for this specific public hearing, and clearly indicate your name (including spelling if needed) and your magisterial district.
- Finally, comments may be submitted by US Mail to County Administration, ATTN: PUBLIC HEARING, 6489 Main Street, Gloucester, VA 23061. Any mailed comments must include your name, your magisterial district, and the title of this public hearing clearly printed at the top, and all such comments must be received by the scheduled date of this hearing. Please type or print all comments legibly.

Comments submitted through these methods must be received by 4:30 p.m. on September 2, 2025, and will be read or played aloud during the public hearing up to the set time limit of 3 minutes.

“Form letters,” consisting of communications which are verbatim duplicates (other than the identifying information of the author/submitter) of one or more other communications received by the County pertaining to the matter to be considered at the public hearing, shall be read only once per letter, along with the list of persons submitting the same comments pursuant to such “form letter.”

Persons requiring assistance to submit comments for the meeting should contact the Gloucester County Administrator’s office at (804) 693-4042.

Carol Steele, County Administrator



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: Maria Calloway
Ted Cole

TITLE: Chief Financial Officer
Senior Vice President, Davenport

AGENDA TITLE: Consideration of Financing Options for School HVAC Projects

BACKGROUND / SUMMARY: Financing options have been evaluated by staff, alongside the County’s financial advisors at Davenport to fund School HVAC projects approved during the FY2026 budget process. A request for proposal (RFP) was distributed to over 200 banks for the financing opportunity. Of those banks, five (5) provided a proposal. With Davenport’s guidance, an equipment lease with Bank of America, with a true interest cost of 4.5% and a term of 15 years, is recommended by county staff as the most viable option for the Board’s consideration. Bank of America was the only lender that provided the equipment lease option, which would be collateralized by the equipment, versus a lease revenue bond which would be collateralized by a County or School building. The County currently has a Bank of America equipment lease secured by the Utilities Advanced Metering Infrastructure (AMI). A full analysis is included in the attached report. A corresponding resolution is included for the recommended option, which the Board is requested to approve. Ted Cole of Davenport & Company will provide an overview and comparison of the financing options.

If the Board chooses a different financing option, staff will draft the appropriate documentation for the Board’s consideration on September 16, 2025.

ATTACHMENTS:

- Resolution
- Davenport Financing Options Comparison Report

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Adoption of Resolution

FOR MORE INFORMATION:

Name: Maria Calloway
Phone: 804.693.1385
Email: mcalloway@gloucesterva.info

AT A MEETING OF THE BOARD OF SUPERVISORS OF GLOUCESTER COUNTY, VIRGINIA, HELD ON TUESDAY, SEPTEMBER 2, 2025, AT 6:00 AT THE COLONIAL COURTHOUSE, 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, ____;

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF GLOUCESTER, VIRGINIA APPROVING THE
EQUIPMENT LEASE FINANCING OF VARIOUS CAPITAL
PROJECTS FOR THE COUNTY WITH A FINANCIAL
INSTITUTION AND AUTHORIZING THE LEASING OF THE
EQUIPMENT TO BE FINANCED, AND OTHER RELATED
ACTIONS**

WHEREAS, the Board of Supervisors (the "Board") of the County of Gloucester, Virginia (the "County"), intends to finance all or a portion of the costs (or to reimburse the County for payment of such costs) of various capital improvements, including the acquisition and installation of advanced metering infrastructure projects and related costs (collectively, the "Project"); and

WHEREAS, the Board has determined that it is in the best interest of the County to enter into a lease arrangement in order to obtain funds to finance the Project; and

WHEREAS, the Board has been presented with proposals of various lenders to provide financing for the costs of the Project in the form of an equipment lease, purchase agreement or similar financing arrangement (a "Lease") among the County and the Lessor (as defined below); and

WHEREAS, to evidence the financing of the Project, the County will enter into one or more Leases with one or more financial institutions (each a "Lessor") that will provide the funding for the Project, and under the terms of the Lease, the County will pay, subject to appropriation, rental payments (the "Rental Payments") for the right to use the equipment (the "Equipment") that is the subject of the Lease; and

WHEREAS, the County intends to pay the Rental Payments out of appropriations from the County's General Fund or the County's Utility Fund; and

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

1. Approval of Lease Financing Arrangement. The lease financing arrangement with a Lessor to be determined in accordance with the parameters of this Resolution to accomplish the financing of the Project is hereby approved and is found to be in the best interests of the public health, safety and welfare of the residents of the County.

2. Approval of the Lessor. The County Administrator, in consultation with the County's financial advisor, is hereby authorized to determine the Lessor from the proposals received by the County.

3. Approval of the Lease. The County Administrator is hereby authorized to determine the final form of the Lease; provided that it reflect terms not inconsistent with this Resolution.

4. Approval of the Terms of the Rental Payments. The Rental Payments set forth in the Lease shall be composed of principal and interest components reflecting an original aggregate principal amount not to exceed \$6,000,000 a true interest cost not to exceed 4.5% per annum (taking into account any original issue discount or premium) and a term ending no later than June 30, 2041.

5. Execution of Lease. The Board hereby authorizes and directs the Chairman, the County Administrator, and the Chief Financial Officer of the County (the "Deputy County Administrator") to execute the Lease and deliver them to the other parties thereto. The Board hereby authorizes the Clerk of the Board to affix the seal of the County or a facsimile thereof to the Lease, if required, and to attest such seal.

6. Essentiality of the Project. The Project is hereby declared to be essential to the efficient operation of the County, and the County anticipates that the Project will continue to be essential to the operation of the County during the term of the Lease.

7. Annual Budget. While recognizing that it is not empowered to make any binding commitment to make Rental Payments and any other payments required under the Lease beyond the current fiscal year, the Board hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future Boards do likewise during the term of the Lease. The Board directs the County Administrator, or such other officer who may be charged with the responsibility

for preparing the County's annual budget, to include in the budget request for each fiscal year during the term of the Lease an amount sufficient to pay the Rental Payments and all other payments coming due under the Lease during such fiscal year. If at any time during any fiscal year of the County throughout the term of the Lease, the amount appropriated in the County's annual budget in any such fiscal year is insufficient to pay when due the Rental Payments and any other payments required under the Lease, the Board directs the County Administrator, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to submit to the Board at the next scheduled meeting, or as promptly as practicable but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

8. Rental Payments Subject to Appropriation. The County's obligation to make the Rental Payments and all other payments pursuant to the Lease is hereby specifically stated to be subject to annual appropriation therefor by the Board, and nothing in this Resolution or the Lease shall constitute a pledge of the full faith and credit nor taxing power of the County or compel the Board to make any such appropriation.

9. Tax Documents. The County Administrator and the Director of Financial Services, either of whom may act, is authorized to execute a Nonarbitrage Certificate and Tax Compliance Agreement and/or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Lease and containing such covenants as may be necessary in order for the County to comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"), with respect to the Lease including the provisions of Section 148 of the Tax Code and applicable regulations relating to "arbitrage bonds." The County covenants that the proceeds of the Lease will be invested and expended as set forth in the Tax Documents, to be delivered simultaneously with the issuance and delivery of the Lease and that the County shall comply with the other covenants and representations contained therein.

10. Other Actions. All other actions of the officers of the County in conformity with the purpose and intent of this Resolution are hereby approved and confirmed. The officers of the County are hereby authorized and directed to execute and deliver all certificates and instruments and to take all such further action as may be considered necessary or desirable in connection with the execution and delivery of the Lease.

11. SNAP Investment Authorization. The County has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the County has determined to authorize the Chief Financial Officer to utilize SNAP in connection with the investment of the proceeds of the lease transaction if the Chief Financial Officer determines that the utilization of

SNAP is in the best interest of the County. The Board acknowledges that the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the contract creating the investment program pool.

12. Effective Date. This Resolution shall take effect immediately.

A Copy Teste:

Carol E. Steele, County Administrator

Schools HVAC Financing Options Comparison

Gloucester County, Virginia



September 2, 2025

- On behalf of the County, Davenport distributed an RFP for a Direct Bank Loan with options for 15 or 20-Year terms in an amount up to \$6,000,000* to fund HVAC projects in Schools (as well as the related issuance costs)

- The County received five (5) proposals for the HVAC Financing from the following institutions:
 - Banc of America Public Capital Corp (“BAPCC”);
 - Capital One Public Funding (“Capital One”);
 - Chesapeake Bank;
 - Huntington Public Capital (“Huntington”); and
 - Webster Bank.

- The RFP requested proposals for a Lease Revenue Bond issued through the Economic Development Authority (“EDA”) as conduit and secured by one or more County or Schools facilities.

- Lenders were requested to note in their proposals if they would prefer an alternative Equipment Lease Financing Structure, which would be secured by the equipment purchased with loan proceeds.
 - BAPCC was the only institution that requested the alternative Equipment Lease Structure.

Interest Rate & Prepayment Summary



- Based on the proposals received, the remainder of this analysis focuses on the BAPCC 15-Year proposal, which provided the lowest interest rate and overall interest cost.

A Lender (Low to High)	B Type	C Collateral	D Call Provisions	E Terms		F
				15-Year	20-Year	
1 BAPCC	Equipment Lease	HVAC Equipment	On any periodic payment date with 30 days' notice, prepayable in whole but not in part at 102% of the outstanding principal balance	4.035%		4.310%
2 Webster Bank	Lease Revenue Bond	Mut. acceptable facility with value close to 100% of loan amount	Prepayable in whole on any payment date on or after 2/1/2030 with a 2% premium initially, declining to 1%, then no penalty (timing of declines depends on term). Some partial prepayment permitted	4.28%		4.58%
3 Capital One	Lease Revenue Bond	Not Specified	Prepayable in whole at par on or after the call date (2/1/2033 or 2/1/2036, depending on term). Some partial prepayment permitted	4.49% ⁽²⁾		4.71% ⁽²⁾
4 Chesapeake Bank	Lease Revenue Bond	One or more mutually acceptable facilities	No prepayment penalty for any amount that is paid ahead of schedule	4.75% ⁽³⁾		4.75% ⁽³⁾
5 Huntington	Lease Revenue Bond	Mutually acceptable "essential purpose" building(s)	Subject to prepayment without penalty commencing 2/1/2030 in whole, but not in part, at par plus accrued interest	4.68%		4.84%


(1) Rates are subject to change if the relevant SOFR Swap rate on the date the interest rate is locked in is more than 0.05% different than it was on 8/14/2025.

(2) Fixed for the first 10 years of the term then adjusted to the Wall Street Journal Prime minus 1% for the remaining 5 or 10 years, depending on the selected final maturity.

BAPCC 15-Year Proposal Details and Estimated Debt Service



- The estimated debt service and additional details of the BAPCC 15-Year option are shown here.

A	B
Lender	BANK OF AMERICA 
1 Credit	Equipment Lease (EDA involvement not required)
2 Interest Rate	15-Year: 4.035% 20-Year: 4.310%
3 Acceptance / Rate Expiration	Rates are locked for a closing by 10/17/2025.
4 Collateral	HVAC Equipment
5 Collateral Requirements	BAPCC will receive a first priority perfected security interest in the equipment that shall be evidenced by the filing of UCC financing statements and fixture filings.
6 Prepayment Provisions	On any periodic payment date with 30 days' notice, prepayable in whole but not in part at 102% of the outstanding principal balance.
7 Project Fund/Escrow Requirements	Amenable to Deposit at VASNAP. Restricted Account Agreement required.
Key Interest Rate Dates	
8 Proposal Expiration/Deadline to Notify	9/3/2025
Rate Expiration/Close By	10/17/2025
9 Bank/Other Fees	None
10 Credit Approval	Subject to Final Credit & Documentation Approval
11 Lender's Counsel	TBD (Fees Covered by Bank)

A	B
Preliminary Results	15-Year
1 Key Assumptions	
2 Interest Rate Lock Date	9/3/2025
3 Closing Date	10/15/2025
4 First Interest	8/1/2026
5 First Principal	2/1/2027
6 Final Maturity	2/1/2041
7 Interest Rate/TIC	4.035%
8 AIC	4.499%
9 Sources	
10 Par Amount	6,000,000
11 Total Sources	\$ 6,000,000
12 Uses	
13 Project Fund	5,800,000
14 Local Costs of Issuance	200,000
15 Total Uses	\$ 6,000,000
16 Estimated Debt Service	
17 2027	\$ 547,385
18 2028	546,658
19 2029	546,988
20 2030	546,794
21 2031	547,075
22 2032	546,791
23 2033	546,942
24 2034	547,488
25 2035	547,388
26 2036	547,643
27 2037	547,212
28 2038	547,095
29 2039	547,251
30 2040	547,641
31 2041	547,224
32 Total Debt Service	\$ 8,207,575

Recommendation / Next Steps



- Based upon our review of the proposals, related analyses, and discussions with County Staff and Bond Counsel, Davenport and County Staff recommend that the County move forward with BAPCC with a 15-year term.

Date	Task
September 2 6:00 pm	County Board Meeting <ul style="list-style-type: none">■ Davenport presents comparative analysis of bank proposals.■ County Board considers selecting preferred lender.■ County Board considers adopting final resolution and form of financing documents, if available.
September 9 6:00 pm	School Board Meeting <ul style="list-style-type: none">■ School Board considers resolution(s) related to collateral for the financing.
September 16 6:00 pm	County Board Meeting <ul style="list-style-type: none">■ County Board considers adopting final authorizing resolution(s) and form of financing documents, if not done previously.
Late September/ Early October	Finalize financing documents and numbers.
October 7 6:00 pm	County Board Meeting <ul style="list-style-type: none">■ Placeholder, if needed.
By Mid-October	Closing.



Appendix A

Detailed Proposal Comparisons

Debt Service Comparison | BAPCC vs. Webster Bank



- Shown here is a comparison of the estimated debt service based on the proposals provided by BAPCC and Webster Bank.
- BAPCC is estimated to provide the lowest annual payments and total debt service for each of the terms under consideration.
- See Appendix B for each option's effect on the School Sales Tax Affordability.



(1) Includes \$6,000 for Lender's Counsel and an estimated \$25,000 for collateral-related costs such as a Title Search and Title Insurance.

A	B		C	D		E
	BAPCC			Webster Bank		
Preliminary Results	15-Year	20-Year		15-Year	20-Year	
1 Key Assumptions						
2 Interest Rate Lock Date	9/3/2025	9/3/2025		9/3/2025	9/3/2025	
3 Closing Date	10/15/2025	10/15/2025		10/15/2025	10/15/2025	
4 First Interest	8/1/2026	8/1/2026		8/1/2026	8/1/2026	
5 First Principal	2/1/2027	2/1/2027		2/1/2027	2/1/2027	
6 Final Maturity	2/1/2041	2/1/2046		2/1/2041	2/1/2046	
7 Interest Rate/TIC	4.035%	4.310%		4.280%	4.580%	
8 AIC	4.499%	4.684%		4.822%	5.018%	
9 Sources						
10 Par Amount	6,000,000	6,000,000		6,000,000	6,000,000	
11 Total Sources	\$ 6,000,000	\$ 6,000,000		\$ 6,000,000	\$ 6,000,000	
12 Uses						
13 Project Fund	5,800,000	5,800,000		5,769,000	5,769,000	
14 Local Costs of Issuance	200,000	200,000		200,000	200,000	
15 Bank Costs of Issuance (1)	-	-		31,000	31,000	
16 Total Uses	\$ 6,000,000	\$ 6,000,000		\$ 6,000,000	\$ 6,000,000	
17 Estimated Debt Service						
18 2027	\$ 547,385	\$ 459,743		\$ 557,413	\$ 470,713	
19 2028	546,658	459,213		557,170	470,533	
20 2029	546,988	459,334		556,902	470,327	
21 2030	546,794	459,067		557,078	470,709	
22 2031	547,075	459,413		556,654	470,633	
23 2032	546,791	459,328		556,631	470,099	
24 2033	546,942	458,811		556,966	470,107	
25 2034	547,488	458,864		556,617	470,611	
26 2035	547,388	459,442		556,582	470,566	
27 2036	547,643	459,504		556,820	469,971	
28 2037	547,212	459,048		557,288	470,826	
29 2038	547,095	459,075		556,942	470,041	
30 2039	547,251	459,541		556,784	470,659	
31 2040	547,641	459,404		556,769	470,591	
32 2041	547,224	458,664		556,855	470,836	
33 2042	-	459,321		-	470,348	
34 2043	-	459,287		-	470,127	
35 2044	-	458,565		-	470,128	
36 2045	-	459,152		-	470,304	
37 2046	-	458,964		-	470,610	
38 Total Debt Service	\$ 8,207,575	\$ 9,183,740		\$ 8,353,472	\$ 9,408,741	
39 Annual Payment Difference vs. BAPCC				\$ 9,726	\$ 11,250	
40 Total Debt Service Difference vs. BAPCC				\$ 145,897	\$ 225,002	

End of
Non-
Callable
Period

Detailed Comparison of Financing Options



A	B	C
Lender	BANK OF AMERICA 	 WebsterBank®
1 Credit	Equipment Lease (EDA involvement not required)	Lease Revenue Bond (requires EDA involvement)
2 Interest Rate	15-Year: 4.035% 20-Year: 4.310%	15-Year: 4.28% 20-Year: 4.58%
3 Acceptance / Rate Expiration	Rates are locked for a closing by 10/17/2025.	Rates are locked for a closing by 10/17/2025 if the term sheet is accepted by 9/3/2025.
4 Collateral	HVAC Equipment	One or more mutually acceptable County or School facilities. Webster Bank will require collateral coverage close to 100% of the loan amount.
5 Collateral Requirements	BAPCC will receive a first priority perfected security interest in the equipment that shall be evidenced by the filing of UCC financing statements and fixture filings.	Webster Bank will require a Title Search, Title Insurance, an Environmental Survey, and request a copy of any surveys/appraisals that the County may already have in its possession.
6 Prepayment Provisions	On any periodic payment date with 30 days' notice, prepayable in whole but not in part at 102% of the outstanding principal balance.	Prepayable in whole on any payment date on or after 2/1/2030 with a 2% premium initially. For the 15-Year option, the premium declines to 1% on 2/1/2031 with no penalty on or after 2/1/2032. For the 20-Year option, the premium declines to 1% on 2/1/2032 with no penalty on or after 2/1/2034. Partial prepayments of at least \$500,000 are permitted once per year and applied in inverse order. Partial prepayments from insurance proceeds are permitted at any time without penalty and applied in inverse order.
7 Project Fund/Escrow Requirements	Amenable to Deposit at VASNAP. Restricted Account Agreement required.	Amenable to Deposit at VASNAP Quarterly reports of withdrawn funds are requested
Key Interest Rate Dates		
8 Proposal Expiration/Deadline to Notify Rate Expiration/Close By	9/3/2025 10/17/2025	9/3/2025 10/17/2025
9 Bank/Other Fees	None	Lender's Counsel: not to exceed \$6,000 Costs related to Title Search and Title Insurance: TBD
10 Credit Approval	Subject to Final Credit & Documentation Approval	Subject to Final Credit Approval
11 Lender's Counsel	TBD (Fees Covered by Bank)	Gilmore & Bell



Appendix B

School Sales Tax Affordability Details

Debt Affordability Analysis | School Sales Tax Fund

Existing Debt + HVAC Financing | BAPCC 15-Year Proposal



- The affordability analysis shown here contemplates in column C the \$66.3 million of Eligible Schools Projects previously funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.
- HVAC Financing debt service is shown in column D for based on the BAPCC 15-Year Proposal.
- The Additional Local Sales & Use Tax is assumed to be collected from July 1, 2021, through July 31, 2040.
 - Due to the timing difference between revenue collection and debt service payments, the County will need to fund a reserve to pay the estimated debt service in FY 2041-44 (see columns G & I).
- Based on these projections, additional capacity may exist to fund future projects over and above the amounts already funded (\$66.3 million) and the School HVAC Improvements (\$5.8 million) included here.

Actual Results								
A	B	C	D	E	F	G	H	I
	Revenues	Debt Service Requirements						
Fiscal Year	School Sales Tax Fund Revenues ⁽¹⁾	Existing Eligible Debt Service ⁽²⁾	Sales Tax Eligible New CIP Debt Service ⁽³⁾	Total Requirements	Surplus/ (Deficit) B - E	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Capital Reserve Fund Balance
2022	5,487,142	289,826	-	289,826	5,197,316	-	5,197,316	5,197,316
2023	5,984,067	1,144,154	-	1,144,154	4,839,913	-	4,839,913	10,037,229
2024	6,407,145	2,292,105	-	2,292,105	4,115,040	-	4,115,040	14,152,269
2025	5,928,029	4,771,448	-	4,771,448	1,156,581	-	1,156,581	15,308,850
2026	5,928,029	4,775,766	-	4,775,766	1,152,263	-	1,152,263	16,461,113
2027	5,928,029	4,770,797	547,385	5,318,182	609,847	-	609,847	17,070,960
2028	5,928,029	4,769,794	546,658	5,316,452	611,577	-	611,577	17,682,537
2029	5,928,029	4,775,720	546,988	5,322,709	605,320	-	605,320	18,287,857
2030	5,928,029	4,776,090	546,794	5,322,884	605,145	-	605,145	18,893,002
2031	5,928,029	4,770,197	547,075	5,317,272	610,757	-	610,757	19,503,759
2032	5,928,029	4,771,271	546,791	5,318,062	609,967	-	609,967	20,113,726
2033	5,928,029	4,771,364	546,942	5,318,306	609,723	-	609,723	20,723,449
2034	5,928,029	4,769,597	547,488	5,317,085	610,944	-	610,944	21,334,393
2035	5,928,029	4,769,602	547,388	5,316,990	611,039	-	611,039	21,945,432
2036	5,928,029	4,767,853	547,643	5,315,496	612,533	-	612,533	22,557,965
2037	5,928,029	4,773,683	547,212	5,320,895	607,134	-	607,134	23,165,099
2038	5,928,029	4,773,854	547,095	5,320,948	607,081	-	607,081	23,772,180
2039	5,928,029	4,767,283	547,251	5,314,534	613,495	-	613,495	24,385,675
2040	5,928,029	4,775,504	547,641	5,323,145	604,884	-	604,884	24,990,559
2041	494,002	4,771,641	547,224	5,318,865	(4,824,862)	(4,824,862)	-	20,165,697
2042	-	4,482,422	-	4,482,422	(4,482,422)	(4,482,422)	-	15,683,275
2043	-	4,480,374	-	4,480,374	(4,480,374)	(4,480,374)	-	11,202,901
2044	-	2,478,080	-	2,478,080	(2,478,080)	(2,478,080)	-	8,724,821
2045	-	-	-	-	-	-	-	8,724,821
2046	-	-	-	-	-	-	-	8,724,821
Total	113,220,820	96,288,423	8,207,575	104,495,999	(16,265,738)			

(1) FY 2022 through FY 2024 per the Audit (Exhibit 13 – School Sales Tax Fund) and includes interest earnings.

(2) Includes the debt service associated with Eligible Projects funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.

(3) Reflects estimated debt service for the \$5,800,000 School HVAC Improvements based on the BAPCC 15-Year Proposal.

Note: the revenues shown here do not take into account any interest earnings in the Schools Sales Tax Fund in FY 2025 and beyond.

Debt Affordability Analysis | School Sales Tax Fund

Existing Debt + HVAC Financing | BAPCC 20-Year Proposal



- The affordability analysis shown here contemplates in column C the \$66.3 million of Eligible Schools Projects previously funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.
- HVAC Financing debt service is shown in column D for based on the BAPCC 20-Year Proposal.
- The Additional Local Sales & Use Tax is assumed to be collected from July 1, 2021, through July 31, 2040.
 - Due to the timing difference between revenue collection and debt service payments, the County will need to fund a reserve to pay the estimated debt service in FY 2041-46 (see columns G & I).
- Based on these projections, additional capacity may exist to fund future projects over and above the amounts already funded (\$66.3 million) and the School HVAC Improvements (\$5.8 million) included here.

Actual Results								
A	B	C	D	E	F	G	H	I
	Revenues	Debt Service Requirements						
Fiscal Year	School Sales Tax Fund Revenues ⁽¹⁾	Existing Eligible Debt Service ⁽²⁾	Sales Tax Eligible New CIP Debt Service ⁽³⁾	Total Requirements	Surplus/ (Deficit) B - E	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Capital Reserve Fund Balance
2022	5,487,142	289,826	-	289,826	5,197,316	-	5,197,316	5,197,316
2023	5,984,067	1,144,154	-	1,144,154	4,839,913	-	4,839,913	10,037,229
2024	6,407,145	2,292,105	-	2,292,105	4,115,040	-	4,115,040	14,152,269
2025	5,928,029	4,771,448	-	4,771,448	1,156,581	-	1,156,581	15,308,850
2026	5,928,029	4,775,766	-	4,775,766	1,152,263	-	1,152,263	16,461,113
2027	5,928,029	4,770,797	459,743	5,230,540	697,489	-	697,489	17,158,602
2028	5,928,029	4,769,794	459,213	5,229,007	699,022	-	699,022	17,857,624
2029	5,928,029	4,775,720	459,334	5,235,054	692,975	-	692,975	18,550,599
2030	5,928,029	4,776,090	459,067	5,235,157	692,872	-	692,872	19,243,471
2031	5,928,029	4,770,197	459,413	5,229,610	698,419	-	698,419	19,941,890
2032	5,928,029	4,771,271	459,328	5,230,599	697,430	-	697,430	20,639,320
2033	5,928,029	4,771,364	458,811	5,230,175	697,854	-	697,854	21,337,174
2034	5,928,029	4,769,597	458,864	5,228,461	699,568	-	699,568	22,036,742
2035	5,928,029	4,769,602	459,442	5,229,044	698,985	-	698,985	22,735,727
2036	5,928,029	4,767,853	459,504	5,227,356	700,673	-	700,673	23,436,400
2037	5,928,029	4,773,683	459,048	5,232,731	695,298	-	695,298	24,131,698
2038	5,928,029	4,773,854	459,075	5,232,928	695,101	-	695,101	24,826,799
2039	5,928,029	4,767,283	459,541	5,226,824	701,205	-	701,205	25,528,004
2040	5,928,029	4,775,504	459,404	5,234,908	693,121	-	693,121	26,221,125
2041	494,002	4,771,641	458,664	5,230,305	(4,736,302)	(4,736,302)	-	21,484,823
2042	-	4,482,422	459,321	4,941,742	(4,941,742)	(4,941,742)	-	16,543,081
2043	-	4,480,374	459,287	4,939,662	(4,939,662)	(4,939,662)	-	11,603,419
2044	-	2,478,080	458,565	2,936,645	(2,936,645)	(2,936,645)	-	8,666,774
2045	-	-	459,152	459,152	(459,152)	(459,152)	-	8,207,622
2046	-	-	458,964	458,964	(458,964)	(458,964)	-	7,748,658
Total	113,220,820	96,288,423	9,183,740	105,472,163	(18,472,467)			

(1) FY 2022 through FY 2024 per the Audit (Exhibit 13 – School Sales Tax Fund) and includes interest earnings.

(2) Includes the debt service associated with Eligible Projects funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.

(3) Reflects estimated debt service for the \$5,800,000 School HVAC Improvements based on the BAPCC 20-Year Proposal.

Note: the revenues shown here do not take into account any interest earnings in the Schools Sales Tax Fund in FY 2025 and beyond.

Debt Affordability Analysis | School Sales Tax Fund

Existing Debt + HVAC Financing | Webster Bank 15-Year Proposal



- The affordability analysis shown here contemplates in column C the \$66.3 million of Eligible Schools Projects previously funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.
- HVAC Financing debt service is shown in column D for based on the Webster Bank 15-Year Proposal.
- The Additional Local Sales & Use Tax is assumed to be collected from July 1, 2021, through July 31, 2040.
 - Due to the timing difference between revenue collection and debt service payments, the County will need to fund a reserve to pay the estimated debt service in FY 2041-44 (see columns G & I).
- Based on these projections, additional capacity may exist to fund future projects over and above the amounts already funded (\$66.3 million) and the School HVAC Improvements (\$5.8 million) included here.

Actual Results								
A	B	C	D	E	F	G	H	I
	Revenues	Debt Service Requirements						
Fiscal Year	School Sales Tax Fund Revenues ⁽¹⁾	Existing Eligible Debt Service ⁽²⁾	Sales Tax Eligible New CIP Debt Service ⁽³⁾	Total Requirements	Surplus/ (Deficit) B - E	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Capital Reserve Fund Balance
2022	5,487,142	289,826	-	289,826	5,197,316	-	5,197,316	5,197,316
2023	5,984,067	1,144,154	-	1,144,154	4,839,913	-	4,839,913	10,037,229
2024	6,407,145	2,292,105	-	2,292,105	4,115,040	-	4,115,040	14,152,269
2025	5,928,029	4,771,448	-	4,771,448	1,156,581	-	1,156,581	15,308,850
2026	5,928,029	4,775,766	-	4,775,766	1,152,263	-	1,152,263	16,461,113
2027	5,928,029	4,770,797	560,131	5,330,928	597,101	-	597,101	17,058,214
2028	5,928,029	4,769,794	559,454	5,329,248	598,781	-	598,781	17,656,995
2029	5,928,029	4,775,720	560,143	5,335,864	592,165	-	592,165	18,249,160
2030	5,928,029	4,776,090	560,233	5,336,323	591,706	-	591,706	18,840,866
2031	5,928,029	4,770,197	559,724	5,329,921	598,108	-	598,108	19,438,974
2032	5,928,029	4,771,271	559,616	5,330,887	597,142	-	597,142	20,036,116
2033	5,928,029	4,771,364	559,865	5,331,229	596,800	-	596,800	20,632,916
2034	5,928,029	4,769,597	559,430	5,329,027	599,002	-	599,002	21,231,918
2035	5,928,029	4,769,602	559,310	5,328,912	599,117	-	599,117	21,831,035
2036	5,928,029	4,767,853	559,462	5,327,315	600,714	-	600,714	22,431,749
2037	5,928,029	4,773,683	559,844	5,333,527	594,502	-	594,502	23,026,251
2038	5,928,029	4,773,854	559,413	5,333,267	594,762	-	594,762	23,621,013
2039	5,928,029	4,767,283	560,169	5,327,452	600,577	-	600,577	24,221,590
2040	5,928,029	4,775,504	560,026	5,335,529	592,500	-	592,500	24,814,090
2041	494,002	4,771,641	559,984	5,331,624	(4,837,622)	(4,837,622)	-	19,976,468
2042	-	4,482,422	-	4,482,422	(4,482,422)	(4,482,422)	-	15,494,046
2043	-	4,480,374	-	4,480,374	(4,480,374)	(4,480,374)	-	11,013,672
2044	-	2,478,080	-	2,478,080	(2,478,080)	(2,478,080)	-	8,535,592
2045	-	-	-	-	-	-	-	8,535,592
2046	-	-	-	-	-	-	-	8,535,592
Total	113,220,820	96,288,423	8,396,804	104,685,227	(16,278,498)			

(1) FY 2022 through FY 2024 per the Audit (Exhibit 13 – School Sales Tax Fund) and includes interest earnings.

(2) Includes the debt service associated with Eligible Projects funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.

(3) Reflects estimated debt service for the \$5,800,000 School HVAC Improvements based on the Webster Bank 15-Year Proposal.

Note: the revenues shown here do not take into account any interest earnings in the Schools Sales Tax Fund in FY 2025 and beyond.

Debt Affordability Analysis | School Sales Tax Fund

Existing Debt + HVAC Financing | Webster Bank 20-Year Proposal



- The affordability analysis shown here contemplates in column C the \$66.3 million of Eligible Schools Projects previously funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.
- HVAC Financing debt service is shown in column D for based on the Webster Bank 20-Year Proposal.
- The Additional Local Sales & Use Tax is assumed to be collected from July 1, 2021, through July 31, 2040.
 - Due to the timing difference between revenue collection and debt service payments, the County will need to fund a reserve to pay the estimated debt service in FY 2041-46 (see columns G & I).
- Based on these projections, additional capacity may exist to fund future projects over and above the amounts already funded (\$66.3 million) and the School HVAC Improvements (\$5.8 million) included here.

Actual Results								
A	B	C	D	E	F	G	H	I
	Revenues	Debt Service Requirements						
Fiscal Year	School Sales Tax Fund Revenues ⁽¹⁾	Existing Eligible Debt Service ⁽²⁾	Sales Tax Eligible New CIP Debt Service ⁽³⁾	Total Requirements	Surplus/ (Deficit) B - E	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Capital Reserve Fund Balance
2022	5,487,142	289,826	-	289,826	5,197,316	-	5,197,316	5,197,316
2023	5,984,067	1,144,154	-	1,144,154	4,839,913	-	4,839,913	10,037,229
2024	6,407,145	2,292,105	-	2,292,105	4,115,040	-	4,115,040	14,152,269
2025	5,928,029	4,771,448	-	4,771,448	1,156,581	-	1,156,581	15,308,850
2026	5,928,029	4,775,766	-	4,775,766	1,152,263	-	1,152,263	16,461,113
2027	5,928,029	4,770,797	472,551	5,243,348	684,681	-	684,681	17,145,794
2028	5,928,029	4,769,794	472,953	5,242,747	685,282	-	685,282	17,831,076
2029	5,928,029	4,775,720	472,701	5,248,422	679,607	-	679,607	18,510,683
2030	5,928,029	4,776,090	473,037	5,249,127	678,902	-	678,902	19,189,585
2031	5,928,029	4,770,197	472,916	5,243,113	684,916	-	684,916	19,874,501
2032	5,928,029	4,771,271	473,336	5,244,607	683,422	-	683,422	20,557,923
2033	5,928,029	4,771,364	473,252	5,244,616	683,413	-	683,413	21,241,336
2034	5,928,029	4,769,597	472,665	5,242,262	685,767	-	685,767	21,927,103
2035	5,928,029	4,769,602	472,574	5,242,175	685,854	-	685,854	22,612,957
2036	5,928,029	4,767,853	472,933	5,240,786	687,243	-	687,243	23,300,200
2037	5,928,029	4,773,683	472,697	5,246,380	681,649	-	681,649	23,981,849
2038	5,928,029	4,773,854	472,865	5,246,719	681,310	-	681,310	24,663,159
2039	5,928,029	4,767,283	473,392	5,240,675	687,354	-	687,354	25,350,513
2040	5,928,029	4,775,504	473,232	5,248,736	679,293	-	679,293	26,029,806
2041	494,002	4,771,641	473,386	5,245,026	(4,751,024)	(4,751,024)	-	21,278,782
2042	-	4,482,422	472,806	4,955,228	(4,955,228)	(4,955,228)	-	16,323,554
2043	-	4,480,374	472,494	4,952,868	(4,952,868)	(4,952,868)	-	11,370,686
2044	-	2,478,080	472,403	2,950,483	(2,950,483)	(2,950,483)	-	8,420,203
2045	-	-	472,487	472,487	(472,487)	(472,487)	-	7,947,716
2046	-	-	472,702	472,702	(472,702)	(472,702)	-	7,475,014
Total	113,220,820	96,288,423	9,457,380	105,745,803	(18,554,792)			

(1) FY 2022 through FY 2024 per the Audit (Exhibit 13 – School Sales Tax Fund) and includes interest earnings.

(2) Includes the debt service associated with Eligible Projects funded in the 2020 VPSA Fall Pool, 2022 VPSA Spring Pool, and 2023 VPSA Fall Pool.

(3) Reflects estimated debt service for the \$5,800,000 School HVAC Improvements based on the Webster Bank 20-Year Proposal.

Note: the revenues shown here do not take into account any interest earnings in the Schools Sales Tax Fund in FY 2025 and beyond.



Appendix C

Collateral Options for Lease Revenue Bond

Collateral Options for Lease Revenue Bond



- As described previously, the RFP requested proposals for a Lease Revenue Bond secured by one or more County or School facilities.
 - The Webster Bank proposal requires that the value of the collateral be “close to 100% of the loan amount”.
- A listing of the County and School facilities with an insured value of more than \$750,000 is shown here.
 - Noted in blue are the facilities that equipment funded by the HVAC Financing will be installed on.
- The BAPCC proposal contemplated an Equipment Lease Purchase Agreement, in which the HVAC equipment itself would serve as collateral.

A	B	C	D
County & School-Owned Facilities ⁽¹⁾		County or Schools	Insured Building Value
1	Gloucester High School	Schools	\$ 61,039,000
2	Page Middle School	Schools	25,631,000
3	Peasley Middle School	Schools	25,528,000
4	Abingdon Elementary School	Schools	22,164,000
5	Botetourt Elementary School	Schools	20,225,500
6	Bethel Elementary School	Schools	18,404,000
7	Achilles Elementary School	Schools	17,031,000
8	T.C. Walker Education Center	Schools	14,194,000
9	2002 County Courthouse	County	13,170,000
10	Petsworth Elementary School	Schools	12,369,000
11	County Jail	County	6,898,500
12	County Office Building #2	County	4,391,000
13	Water Treatment Plant	County	3,874,000
14	Reverse Osmosis Water Plant	County	3,625,500
15	Emergency Communications Center	County	2,754,500
16	Social Services	County	2,714,000
17	GCPS Transportation Facility	Schools	2,438,500
18	Courthouse Office Building #1	County	2,322,500
19	Maintenance Building (6097 T.C. Walker Road)	Schools	1,527,000
20	Botetourt Building	County	1,478,500
21	Reverse Osmosis Plant Well 1	County	1,350,000
22	Reverse Osmosis Plant Well 2	County	1,350,000
23	Historic Courthouse	County	1,337,000
24	Garage (5644 George Washington Mem. Hwy.)	County	1,249,000
25	GCHS Field House	Schools	1,221,500
26	Page Water Tower	County	1,134,453
27	Parks & Recreation Office	County	992,500
28	Mobile Trailer 5	Schools	930,265
29	Home Grandstand	Schools	811,771
30	Totals		\$ 272,155,989

(1) Source: VACORP Listings provided by County Staff (2024 - 2025 for Schools and 2025 - 2026 for County).
Excludes all Facilities with an Insured Building Value of less than \$750,000.

Collateral Requirement			Maximum Par Amount
	% of Par	Necessary Value	
1	50%	3,000,000	\$6,000,000
2	60%	3,600,000	
3	70%	4,200,000	
4	80%	4,800,000	HVAC Project Locations
5	90%	5,400,000	
6	100%	6,000,000	Secures 2021 VRA Loan
			Part of Utility System

Disclaimer



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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: Matt Barber

TITLE: Director of Parks, Recreation & Tourism

AGENDA TITLE: Discussion About Potential Options for Allowing Alcohol on County Property

BACKGROUND / SUMMARY: The topic of potentially allowing alcohol on County property came up just prior to last year's Daffodil Festival. Because this is such a broad topic, the Board and staff both felt at the time that any decision about allowing alcohol on County property needs to be part of a larger discussion.

The County has several different ordinances and policies that relate to the topic of alcohol, and before any recommendations are made to change any of these ordinances or policies, staff felt it would be best to gauge the Board's temperature on how to proceed. This discussion will go over potential options, opportunities, and outcomes of any potential policy adjustments.

Staff are hopeful that after this discussion, there will be a consensus about direction for any future ordinance and policy recommendations, which will be brought back to the Board before any official adoption.

ATTACHMENTS:

REQUESTED ACTION:

☒ NO ACTION REQUESTED

FOR MORE INFORMATION:

Name: Matt Barber

Phone: 804-693-2355

Email: mbarber@gloucesterva.info



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: XI - 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: Katey Legg

TITLE: Director of Public Utilities

AGENDA TITLE: Gloucester County Membership in Virginia Water & Wastewater Agency Response Network (VA WARN)

BACKGROUND / SUMMARY: Virginia has established a Water and Wastewater Agency Response Network (VA WARN) that supplements mutual aid agreements between localities and organizations. This network is specific to water and wastewater facilities, allowing utilities to request and/or provide assistance to each other during major events, whether natural or man-made. There are currently 71 members of VA WARN.

ATTACHMENTS:

Resolution
Mutual Aid agreement
Authorized representative form

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Adopt resolution authorizing County Administrator to execute the VA WARN mutual aid agreement

FOR MORE INFORMATION:

Name: Katey Legg

Phone: (804) 693-4044

Email: klegg@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

WHEREAS, the National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency identifies the development of a Water and Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest; and

WHEREAS, in furtherance of such national Water Sector plan, Virginia's longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association ("VA AWWA") and the Virginia Water Environment Association ("VWEA") have jointly formed the Virginia Water and Wastewater Agency Response Network ("VA WARN") Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia; and

WHEREAS, the VA WARN Committee has developed the attached form of a VA WARN Mutual Aid Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests as well as a related form of an Event Agreement for providing assistance of a defined scope on defined terms and conditions; and

WHEREAS, this VA WARN Mutual Aid Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope; and

WHEREAS, Gloucester County owns or operates water supply facilities, and is responsible for public water supply or wastewater management in the Commonwealth of Virginia, and is therefore eligible to participate in VA WARN and the VA WARN Mutual Aid Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the County Administrator is authorized to execute the VA WARN Mutual Aid Agreement.

A Copy Teste:

Carol E. Steele, County Administrator

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (this “Agreement”) is made and entered into by and among the undersigned Member Utilities of the Virginia Water and Wastewater Agency Response Network, each of which is responsible for public water supply or wastewater management in the Commonwealth of Virginia.

BACKGROUND

A. The National Infrastructure Protection Plan and in particular the Sector Specific Plan for the Water Sector developed by the United States Environmental Protection Agency (“EPA”) identifies the development of a Water/Wastewater Agency Response Network in each State as an important means of helping to ensure resilient water and wastewater infrastructure in the public interest.

B. In furtherance of such national Water Sector plan, Virginia’s longstanding, nationally-recognized professional associations known as the Virginia Section of the American Water Works Association (“VA AWWA”) and the Virginia Water Environment Association (“VWEA”) have jointly formed the Virginia Water and Wastewater Agency Response Network (“VA WARN”) Committee to develop the EPA-recommended network and associated procedures for implementation in Virginia.

C. The VA WARN Committee has developed this form of Agreement for use by public and private Water Sector utilities for purposes of requesting assistance and responding to such requests.

D. This Agreement is intended to supplement and integrate with the Statewide Mutual Aid Program administered by the Virginia Department of Emergency Management, with the Emergency Management Assistance Compact, and with other mutual aid agreements of local, intrastate and interstate scope.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

“ASSISTING UTILITY” means a Member Utility that elects to provide assistance in the form of personnel, equipment, materials or supplies to a Requesting Utility pursuant to an individual Event Agreement following a request for assistance under this Agreement.

“AUTHORIZED REPRESENTATIVE” means an officer, principal or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to this Agreement.

“EVENT AGREEMENT” means a separate agreement entered into by and between a Requesting Utility and Assisting Utility for the purpose of providing and accepting assistance for a Utility Event. See Exhibit B.

“PERIOD OF ASSISTANCE” means the period of time commencing when the Assisting Utility dispatches personnel, equipment, materials or supplies pursuant to an individual Event Agreement and ending when personnel, equipment and remaining materials or supplies return to the Assisting Utility (*i.e.*, portal to portal).

“REQUESTING UTILITY” means a Member Utility that requests assistance pursuant to this Agreement or that receives assistance pursuant to an individual Event Agreement.

“MEMBER UTILITY” means any locality, water authority, wastewater authority, sanitary district, sanitation district or public service corporation that (i) owns or operates any water storage, treatment, transmission or distribution facilities for drinking or other domestic uses, or any wastewater collection or treatment facilities and (ii) has been accepted and acknowledged in writing as a member of VA WARN by the Chair of VA WARN Committee following delivery and receipt of this executed Agreement.

“UTILITY EVENT” means any event or occurrence, or threat thereof, whether natural or manmade, the desired response to which is or is likely to be beyond the affected Member Utility’s capability or then-available resources including but not limited to personnel, equipment, materials and supplies. A Utility Event may be a one-time event not reaching the nature or criteria requiring the declaration of a disaster, emergency or local emergency but still requiring inter-utility assistance. A Utility Event may be a recurrent event or occurrence where inter-utility assistance is beneficial for expediting the response to a particular need or filling temporary gaps in service of the Requesting Utility.

SECTION 2 – PROCEDURES FOR REQUESTING ASSISTANCE

2.1 ASSISTANCE REQUEST – When a Member Utility is affected by a Utility Event, it may request assistance by (a) submitting a written request for assistance to another Member Utility in the form provided at Exhibit A hereto, as amended and updated in the discretion of the VA WARN Committee from time to time, or (b) verbally communicating a request for assistance to another Member Utility followed as soon as practicable by a written confirmation of such request. Assistance shall not be requested under this Agreement by a Member Utility unless resources otherwise reasonably available to the Member Utility are deemed to be inadequate. A Requesting Utility may cancel a request for assistance at any time and shall provide such notice thereof as soon as practicable to the Member Utilities of whom it has made a request for assistance. The Requesting Utility may communicate the cancellation verbally but shall provide written confirmation as soon as practicable thereafter.

2.2 RESPONSE – After a Member Utility receives a request for assistance, its Authorized Representative evaluates whether resources are available to assist and informs the Requesting Utility as soon as possible if it is able and willing to provide assistance. Execution of this Agreement does not establish a duty to respond to a request for assistance. Each Member Utility shall retain absolute discretion as to determinations regarding its ability to respond and its decision whether to do so. If the Member Utility is able and willing to provide assistance, the Member Utility’s Authorized Representative responds with the type of available resources and the approximate arrival time that such assistance could be provided to the Requesting Utility.

2.3 EVENT AGREEMENT – To enter into an agreement to provide assistance, the Requesting Utility and the Assisting Utility shall communicate directly and enter into an Event Agreement, the form of which is provided in Exhibit B hereto.

2.4 AUTHORIZED REPRESENTATIVES – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

SECTION 3 – ROLE OF VA WARN COMMITTEE

The parties acknowledge and agree that the role of the VA WARN Committee, its individual members and any advisors is limited to the development and administrative support of VA WARN, on a voluntary basis and not as a party to this Agreement or as representative of any party hereto. While the VA WARN Committee may volunteer to assist the parties in coordinating requests for assistance or in other ways, this Agreement does not contemplate that the VA WARN Committee will be a required intermediary in arranging the details of assistance or reimbursement therefor and instead this Agreement contemplates that such arrangements will be arranged directly by and between Member Utilities. The VA WARN Committee, its members and any advisors assume no responsibility for this Agreement, for the delivery of assistance hereunder, or for any obligation incurred by any party hereto.

SECTION 4 – TERM AND WITHDRAWAL

4.1 TERM – This Agreement shall be in effect upon execution by two Member Utilities and subsequent acceptance and acknowledgment in writing as a member of VA WARN by the Chair of VA WARN Committee. This Agreement shall continue in full force and effect so long as there are at least two Member Utilities.

4.2 WITHDRAWAL – Any Member Utility may withdraw from this Agreement upon 30 days written notice. Withdrawal from this Agreement shall in no way affect a Requesting Utility's obligation to reimburse an Assisting Utility for costs incurred pursuant to an Event Agreement, which obligation shall survive such withdrawal.

SECTION 5 – MODIFICATIONS AND ADMINISTRATIVE PROCEDURES

5.1 MODIFICATION OF THIS AGREEMENT – This Agreement may be modified upon agreement of the parties according to the following procedure. From time to time, the VA WARN Committee may recommend approval of a proposed modification, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. Modification to this Agreement shall be made on the basis of receipt by the VA WARN Committee of the written approval of the proposed modification by at least two thirds of the parties hereto. The effective date of the modification shall be 90 days after the day on which notice is given to all Member Utilities of the receipt of such approval. All parties that have failed or declined to approve the proposed modification on or before the effective date shall be deemed to have withdrawn from this Agreement as of the effective date.

5.2 MODIFICATION OF FORM OF EVENT AGREEMENT – The form of Event Agreement attached as Exhibit B hereto shall be modified only by the same procedure provided in Paragraph 5.1 for modification of this Agreement.

5.3 ADMINISTRATIVE PROCEDURES – The VA WARN Committee may adopt such administrative procedures as it deems appropriate to facilitate implementation of VA WARN and this Agreement, either on its own initiative or following its endorsement of a suggestion made by a Member Utility. The adoption of such procedures shall not be deemed a modification of this Agreement or the Event Agreement and therefore shall not require approval under Paragraph 5.1 or Paragraph 5.2.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that any Member Utility may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to all actions expressly taken or made pursuant hereto. Nothing in this Agreement is intended to interfere with any party's ability to request or provide

assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the Member Utilities who are parties hereto and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their names and on their behalf.

[SIGNATURE PAGES FOLLOW]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT SIGNATURE PAGE**

MEMBER UTILITY

Utility Name: _____

Signature: _____

Signatory's Name (print): _____

Signatory's Title: _____

Date: _____

-- FOR USE BY VA WARN COMMITTEE ONLY --

**MEMBERSHIP ACCEPTANCE AND ACKNOWLEDGMENT
BY VA WARN COMMITTEE CHAIR**

Signature: _____

Signatory's Name (print): _____

Date: _____

**VA WARN MUTUAL AID AGREEMENT EXHIBIT A
ASSISTANCE REQUEST FORM**

VA WARN MUTUAL AID AGREEMENT EXHIBIT A								
ASSISTANCE REQUEST FORM								
Event Name:					Requesting Utility:			
Date:								
Time:								
Requesting Utility Contact Name:								
Phone:					E-mail:			
Description of Assistance Requested:								
Specific Resources Needed:								
Mobilization:								
Date Needed:					Time needed:		Pick hrs: hrs	
Demobilization:								
Release Date:					Time needed:		Pick hrs: hrs	
Deployment Considerations:								
		Work Location/Facilities:			Pick One:			
		Working Conditions			Pick One:			
		Living Conditions			Pick One:			
		Health & Safety Concerns:			Pick One:			
		Safety Concerns/Remarks:						
		Additional Conditions Comments:						
Requesting Utility Resource Coordination Contact				Name/Title:				
Phone:					E-mail:			
Staging Area:				Location:				
Address 1:								
Address 2:								
City:		State:		Zip:				
Authorized Representative Name:						Date:		

**VA WARN MUTUAL AID AGREEMENT EXHIBIT B
EVENT AGREEMENT FORM**

VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK EVENT AGREEMENT

THIS EVENT AGREEMENT (this “Agreement”) is made and entered into by and between the undersigned Requesting Utility and Assisting Utility and shall be in effect as of the date of execution of the last signatory hereto.

BACKGROUND

A. The parties are Member Utilities of the statewide mutual aid network for water and wastewater utilities known as the Virginia Water and Wastewater Agency Response Network (“VA WARN”) and are signatories to the VA WARN Mutual Aid Agreement.

B. The undersigned Requesting Utility has requested assistance pursuant to the VA WARN Mutual Aid Agreement, and the undersigned Assisting Utility desires to assist the Requesting Utility as more fully set forth herein.

C. The VA WARN Committee has developed this form of agreement for use by VA WARN Member Utilities in agreeing to provide and accept assistance as needed to respond to a Utility Event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

Terms not specifically defined herein shall have the definitions provided in the VA WARN Mutual Aid Agreement to which the Requesting Utility and Assisting Utility are both parties.

SECTION 2 – SCOPE OF ASSISTANCE

To support the Requesting Utility’s response to a Utility Event, the Assisting Utility agrees to provide, and the Requesting Utility hereby accepts, assistance as set forth on Attachment A hereto. Such assistance is provided subject to the terms and conditions of this Agreement, including without limitation the Assisting Utility’s right to recall its personnel and resources in whole or in part and the Requesting Utility’s right to reduce or cancel the previously agreed upon Scope of Assistance pursuant to Paragraph 3.1 below.

SECTION 3 – PROCEDURES FOR PROVISION OF MUTUAL AID

3.1 SUPERVISION, CONTROL, AND RECALL – Personnel and other resources of the Assisting Utility shall remain under the supervision and control of the

Assisting Utility. The Assisting Utility shall coordinate with the Requesting Utility regarding response activities for assignment to the Assisting Utility's personnel. The Assisting Utility shall have the right and duty to refuse directions that it considers to be unsafe, contrary to law, or not in accordance with the Scope of Assistance at Attachment A hereto. The Assisting Utility's personnel and other resources shall remain subject to recall, in whole or in part, by the Assisting Utility at any time. The Assisting Utility shall provide at least twenty-four hours advance notice of intent to withdraw personnel or resources to the Requesting Utility, unless such notice is not practicable, in which case such notice as is practicable shall be provided. The Requesting Utility may at any time reduce the Scope of Assistance at Attachment A, including by reducing the Period of Assistance or the personnel or other resources requested; provided, however, that the Requesting Utility shall remain responsible for reimbursing the Assisting Utility pursuant to Section 4 for expenses incurred.

3.2. FOOD, HOUSING, AND SELF-SUFFICIENCY – Unless otherwise agreed, the Requesting Utility shall have the responsibility of providing food and housing for the personnel of the Assisting Utility from the time of their arrival at the designated location to the time of their departure.

3.3 COMMUNICATIONS – Unless otherwise agreed, the Requesting Utility shall have the responsibility for coordinating communications between the personnel of the Assisting Utility and the Requesting Utility and shall provide radio equipment as available and radio frequency information to facilitate such communications. The Assisting Utility shall be responsible for communications among its personnel regardless of the availability of radio equipment from the Requesting Utility.

3.4 RIGHTS AND PRIVILEGES – Unless otherwise provided by law, the Assisting Utility's officers, principals or employees retain the same privileges, immunities, rights, duties and benefits associated with their position with or employment by the Assisting Utility.

3.5 SUMMARY REPORT – Within ten days of the return of all personnel deployed under this Agreement, the Requesting Utility shall prepare a summary report of the event and provide a copy to the Assisting Utility. The report shall be in a format established by the VA WARN Committee or, if none, in the format used by the Virginia Department of Emergency Management, and shall include a chronology of events and description of personnel, equipment, materials and supplies provided.

SECTION 4 – REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Agreement shall be in accordance with the following provisions and applicable VA WARN administrative procedures, unless otherwise agreed upon by the Requesting Utility and Assisting Utility and set forth in Attachment A hereto.

4.1 PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its normal policies. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs (including overtime) and expenses (including travel expenses, benefits, costs of insuring for workers' compensation claims, and other expenses) incurred during the Period of Assistance, unless otherwise agreed and set forth by the parties in this Agreement.

4.2 EQUIPMENT – The Assisting Utility shall be reimbursed by the Requesting Utility for the use or damage (unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel) of its equipment during the Period of Assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Utility Event. Each Utility shall maintain its own equipment in safe and operational condition. At the request of the Assisting Utility, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Utility, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Utility shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Utility and by the amount of any insurance proceeds received by the Assisting Utility for damage to or loss of such equipment.

4.3 MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Utility's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other regulations in effect at the time of the Utility Event. In the alternative, the Utilities may mutually agree in writing that the Requesting Utility will replace, with like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.

4.4 RECORD KEEPING – The Assisting Utility shall maintain records and submit invoices for reimbursement by the Requesting Utility in accordance with the Assisting Utility's existing policies and practices. The Requesting Utility may provide information, directions, and assistance for record keeping to the Assisting Utility personnel to facilitate future potential reimbursement to the Requesting Utility from the federal or State government.

4.5 PAYMENT – Unless otherwise mutually agreed in writing, the Assisting Utility shall invoice the Requesting Utility for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days after the Period of Assistance, unless the deadline for identifying damage or expenses is extended in accordance with applicable federal or State regulations. The

Requesting Utility shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the invoice, unless the parties mutually agree in writing to a different time.

4.6 WAIVER OF REIMBURSEMENT – An Assisting Utility may elect to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of the personnel or other resources provided by the Assisting Utility.

4.7 EFFECT OF WITHDRAWAL FROM VA WARN MUTUAL AID AGREEMENT – Withdrawal by either Utility from the VA WARN Mutual Aid Agreement shall in no way affect the obligations of the Utilities under this Event Agreement, including but not limited to the Requesting Utility's obligation to reimburse the Assisting Utility for costs incurred pursuant to this Event Agreement.

SECTION 5 – INSURANCE

5.1 WORKERS' COMPENSATION COVERAGE – Each Utility shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.

5.2 AUTOMOBILE LIABILITY COVERAGE – Each Utility shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Each Utility agrees to maintain automobile liability coverage in the amount of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles, or maintain a comparable self-insurance program.

5.3 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY – To the extent permitted by law and without waiving sovereign immunity of governmental entities, each Utility shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions and the actions of its personnel pursuant to this Agreement. Each Utility agrees to obtain general liability and, in the case of governmental entities, public official's liability and law enforcement liability insurance, if applicable, with minimum single limits of no less than one million dollars, or to maintain a comparable self-insurance program.

SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 OTHER AGREEMENTS – The parties acknowledge and agree that either party may have entered into other mutual aid agreements, either with other Member Utilities or with third parties, which shall not be deemed to be amended, superseded or repealed by execution of this Agreement. This Agreement shall govern with respect to the Scope of Assistance set forth at Attachment A hereto. Nothing in this Agreement is intended to interfere with either party's ability to request or provide assistance under the Virginia Statewide Mutual Aid Program or the Emergency Management Assistance Compact. In the event of a declaration of an emergency or

disaster, the parties may agree in writing to terminate this Event Agreement to enable an efficient response to be coordinated instead through the Statewide Mutual Aid Program and Emergency Management Assistance Compact, as appropriate.

6.2 INTERPRETATION – This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Commonwealth of Virginia and shall be interpreted as if it were mutually drafted by the parties.

6.3 SEVERABILITY – Should any provision of this Agreement be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that fact shall not affect or invalidate any other provision, which shall remain in full force and effect. It is the intent of the parties to this Agreement, and the parties agree, that in lieu of any provision of this Agreement that is illegal, invalid or unenforceable, the parties in good faith shall supply as part of this Agreement a legal, valid and enforceable provision as similar to such illegal, invalid or unenforceable term or provision as may be possible.

6.4 ASSIGNMENT – This Agreement shall not be assigned or transferred by any party without the written consent of the other party hereto.

6.5 NO THIRD PARTY BENEFICIARIES – This Agreement is solely for the benefit of the parties hereto and their permitted successors and assignees and shall not confer any rights or benefits on any other person or entity.

6.6 COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties further agree that a facsimile or scanned signature may substitute for and have the same legal effect as an original signature, and that any copy of this executed Agreement made by photocopy, facsimile, or scanner shall be considered an original.

6.7 AUTHORIZATION OF SIGNATURE – In the case of a locality, authority or district, the party represents and warrants that its execution of this Agreement is made by an individual authorized to do so by its governing body. In the case of a public service corporation, the party represents and warrants that its execution of this Agreement by the undersigned is duly authorized and validly performed.

NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the parties have caused the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**VIRGINIA WATER AND WASTEWATER AGENCY RESPONSE NETWORK
EVENT AGREEMENT SIGNATURE PAGE**

REQUESTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

ASSISTING UTILITY

Utility Name: _____

Authorized Representative's Signature: _____

Authorized Representative's Name (print): _____

Authorized Representative's Title: _____

Date: _____

VA WARN EVENT AGREEMENT ATTACHMENT A

SCOPE OF ASSISTANCE

This form is used by the Assisting Utility to respond to request for assistance by a Requesting Utility. Upon acceptance by the Requesting Utility, this form, either as originally submitted by the Assisting Utility or as revised by the parties prior to the Requesting Utility's acceptance, as appropriate, is attached to the Event Agreement to define the Scope of Assistance. The Assisting Utility reserves the right to recall its personnel and resources, and the Requesting Utility reserves the right to reduce the Scope of Assistance, as provided in Paragraph 3.1 of the Event Agreement.

Assisting Utility:					
Assisting Utility Authorized Representative:				Date:	
Requesting Utility:			Date:		
Event Name:			Time:		
Requesting Utility Contact Name:					
	Phone:		E-mail:		
Description of Assistance Offered:					
Specific Resources Available:					
Assisting Utility Resource Coordination Contact:					
	Phone:		E-mail:		
Mobilization:					
	Date Available:		Time needed:	Pick hrs:	hrs
Demobilization:					
	Date Released:		Time needed:	Pick hrs:	hrs

COST ESTIMATE (details below):			
Total Cost Estimate:		Total Cost Estimate (Total from Excel sheet):	\$0.00
Total Travel Costs:			\$0.00
# of fuel consuming equipment:		# of non-fuel consuming equipment:	
Travel Costs:			
Personal Vehicle:		Vehicle Rental/Fuel/Mileage:	
Governmental Vehicle Costs:		Air Travel:	
Meals/tips:		Lodging:	
Notes/Comments:			
Total Equipment Costs:			\$0.00
Equipment Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			
Total Commodity (Materials & Supplies) Costs:			\$0.00
Commodity Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			
Total Other Costs:			\$0.00
Other Costs (insert lines as needed):			
	Description:	Cost:	
1			
2			
3			
4			
5			

[illegible]

VA WARN

Virginia Water/Wastewater Agency Response Network

AUTHORIZED REPRESENTATIVE FORM

“Authorized Representative” means an officer, principal, or employee of a Member Utility authorized in writing by that entity to request, offer or provide assistance pursuant to the Mutual Aid Agreement.

Designation of an Authorized Representative is required by Section 2.4 of the Mutual Aid Agreement.

2.4 Authorized Representatives – Upon execution of this Agreement, each Member Utility shall designate and notify the VA WARN Committee of one or more Authorized Representatives authorized to act on its behalf in requesting or agreeing to provide assistance under this Agreement. Each Member Utility shall notify the VA WARN Committee whenever a current Authorized Representative(s) is no longer authorized to act on its behalf and whenever it designates a new or additional Authorized Representative. All notices pursuant to this Paragraph shall be made in writing on a form provided by the VA WARN Committee, which shall include 24-hour access contact information and shall be signed on behalf of the Member Utility. If a Member Utility designates more than one person as an Authorized Representative, each Authorized Representative shall be considered fully authorized to act for the Member Utility in requesting or agreeing to provide assistance under this Agreement, and each Authorized Representative shall have the responsibility for expedient notification of the other Authorized Representative(s) within the Member Utility of requests for assistance that he has made or assistance he has agreed to provide on behalf of the Member Utility.

The information provided on this form will be on the VA WARN website and available only to VA WARN members

Please provide a telephone number that is always available, i.e., a 24/7 number. The goal is to ensure the “authorized representative(s)” can be alerted to emergencies during nights, weekends, and holidays.

Please use a number such as:

- 1. A 24/7 operations control center or,**
- 2. A water/wastewater treatment plant or,**
- 3. A Non-emergency 911**

System Information

Utility Name:	
Address:	
City:	
Zip Code:	
County:	
Website:	
Type of Utility (Water, Wastewater, or Water/Wastewater):	
Watershed:	
Number of Connections:	
Estimated Population:	
MGD:	

Authorized Representative(s)

Contact # 1

Name:	
Telephone:	
Cell Phone:	
e-mail:	

Contact # 2

Name:	
Telephone:	
Cell Phone:	
e-mail:	

Contact # 3

Name:	
Telephone:	
Cell Phone:	
e-mail:	

Contact # 4

Name: _____
Telephone: _____
Cell Phone: _____
e-mail: _____

If more than four contacts are needed, please continue to add contact information below the signature.

SUBMITTED BY:

Signature: _____

Print Name: _____

Date: _____

Please email the completed form to: Geneva.hudgins@vaawwa.org



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: Katey Legg

TITLE: Director of Public Utilities

AGENDA TITLE: Presentation on Possible Ordinance Change to Chapter 19 Regarding Waiver of Fees

BACKGROUND / SUMMARY: The Hampton Roads Sanitation District (HRSD) has received a grant from the Department of Environmental Quality (DEQ) aimed at reducing nonpoint source pollution in the Chesapeake Bay. Septic systems are considered nonpoint source pollution from improper maintenance and failure, and the grant program incentivizes property owners with existing structures to properly abandon their private septic system and connect to County sewer. The costs of physical construction will be the responsibility of the property owner, and this is not available for new construction, i.e. properties that have not received a certificate of occupancy. Gloucester County is the locality HRSD will focus on but will also be expanding the opportunity to others.

As part of this grant program, HRSD will be waiving its facility charges (their version of connection/application fees) and are encouraging localities to do the same. Currently our ordinance does not allow the Director of Public Utilities or the Board of Supervisors to waive fees for any reason. If there is no objection, staff will work with the County Attorney to draft an ordinance amendment for consideration by the Board at a future meeting.

ATTACHMENTS:

None

REQUESTED ACTION:

☐ NO ACTION REQUESTED

Provide direction to staff

FOR MORE INFORMATION:

Name: Katey Legg

Phone: 804-693-4044

Email: klegg@gloucesterva.info



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: XI – E

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: Maria Calloway

TITLE: Chief Financial Officer

AGENDA TITLE: Resolution to Accept a Donation from the Gloucester Museum Foundation for Second-Floor Exhibit Renovation and to Appropriate Funds

BACKGROUND / SUMMARY: The Gloucester Museum Foundation (GMF), a 501(c)(3) non-profit established in 1992 as the Gloucester County Friends of the Museum, supports exhibitions, educational programs, and community outreach. Its mission is to secure funding to enhance and sustain the County's Museum programs, exhibits, collections, and historic sites.

The Museum Foundation Board recently voted to donate a total of \$10,000 to Gloucester County to offset costs for a second-floor museum project, \$5,000 now and another \$5,000 by January 31, 2026.

The second-floor project will completely revamp the Gloucester Museum of History's outdated and deteriorating exhibits, originally installed by volunteers in 2000. Funded by a Virginia Museum of History & Culture grant, private donations, and county capital improvement funds, the new gallery will feature dynamic, inclusive, and interactive displays designed by museum professionals with input from historians, cultural groups, and volunteers. Themes will include Native American history, the American Revolution, and the Civil War, ensuring untold and significant stories are represented and enhancing the visitor experience in the historic tavern building.

ATTACHMENTS:

Resolution

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Adopt resolution accepting the donation and appropriating funds.

FOR MORE INFORMATION:

Name: Maria Calloway

Phone: (804) 693-1385

Email: mcalloway@gloucesterva.info

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

RESOLUTION TO ACCEPT A DONATION FROM THE GLOUCESTER MUSEUM FOUNDATION AND TO MAKE AN ADDITIONAL APPROPRIATION FOR FY 2026

WHEREAS, the Gloucester Museum Foundation wishes to donate a total of \$10,000 to Gloucester County to support costs associated with the second-floor exhibit renovation at the Gloucester Museum of History; and

WHEREAS, the Gloucester County Board of Supervisors wishes to accept this donation in accordance with the Board of Supervisors policy for the purpose of enhancing the museum's exhibits; and

WHEREAS, the Board of Supervisors finds it necessary to provide an additional FY 2026 appropriation of the donated funds.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors does hereby accept the \$10,000 donation from the Gloucester Museum Foundation, and that the following appropriations are made for FY 2026 for the following functions:

<u>Account Description</u>	<u>Revenue</u>	<u>Expenses</u>
Grant Fund		
Other Expenses-Donations Museum		\$10,000
Donations-Museum	\$10,000	

A Copy Teste:

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
BOARD OF SUPERVISORS

MEETING DATE: September 2, 2025

AGENDA ITEM #: XI - 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: Ted Wilmot

TITLE: County Attorney

AGENDA TITLE: Resolution approving participation in and Authorizing Execution of Documents for the proposed settlement of opioid-related claims against certain opioid manufacturers

BACKGROUND / SUMMARY:

The Office of the Attorney General has advised that new multistate opioid settlements with opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus have been reached. The State of Virginia has elected to participate in this settlements and Gloucester County must “opt-in” in order to participate in this settlements. I have drafted a Resolution for the County to participate in the proposed settlements of Opioid-Related Claims against Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus, and directing me to execute the documents necessary to effectuate the County’s participation in the settlements.

ATTACHMENTS: Proposed Resolution
Emails from Thomas M. Beshere, Senior Assistant Virginia Attorney General
and National Opioid Settlements Implementation Administrator

REQUESTED ACTION: ☐ NO ACTION REQUESTED

Decide whether to pass the Resolution.

FOR MORE INFORMATION: Name: Ted Wilmot

Phone: 804 693-5575

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

**A RESOLUTION OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS
APPROVING OF THE COUNTY’S PARTICIPATION IN THE PROPOSED
SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST ALVOGEN,
AMNEAL, APOTEX, HIKMA, INDIVIOR, MYLAN, SUN, AND ZYDUS, AND
DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS
NECESSARY TO EFFECTUATE THE COUNTY’S PARTICIPATION IN THE
SETTLEMENTS**

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

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

WHEREAS, settlement proposals have been negotiated that will cause the opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (collectively, “the Manufacturers”) to pay an aggregate of approximately \$720 million dollars nationwide to resolve opioid-related claims against them; and

WHEREAS, Gloucester County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the “Virginia MOU”), and affirms that each of the pending

settlements with the Manufacturers shall be considered a “Settlement” that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger; and

WHEREAS, the County Attorney has reviewed the available information about the proposed settlements with the Manufacturers and has advised that the County’s participation in the settlements would be lawful, and that participation is required in order for the County to receive its share of the funds that the settlements would provide;

NOW THEREFORE BE IT RESOLVED that the Gloucester County Board of Supervisors, this 2nd day of September, 2025, approves of the County’s participation in the proposed settlements of opioid-related claims against the Manufacturers, and directs the County Attorney to execute the documents necessary to effectuate the County’s participation in the settlements, including the required release of claims against the Manufacturers.

A Copy Teste:

Carol E. Steele, County Administrator

From: Beshere, Thomas M. <TBeshere@oag.state.va.us>
Sent: Thursday, August 21, 2025 3:23 PM
To: Beshere, Thomas M.
Subject: IMPORTANT -- PLEASE READ -- Multistate opioid settlement with eight opioid manufacturers -- Approval and sign-on process -- OCTOBER 8, 2025 DEADLINE
Attachments: national_opioid_settlement_notice_settlement_overview.pdf; DRAFT RESOLUTION (August 2025) for non-litigating cities and counties - Approval of Settlements with Eight Opioid Manufacturers.docx

CAUTION: This email originated from a source outside of Gloucester County. Avoid clicking on links or attachments unless you are sure of the sender and know that the content is safe.

Counsel and Administrators:

On behalf of the Office of the Attorney General of Virginia, I am writing to provide information to you about multistate opioid settlements that have been reached with eight opioid manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. By now, you should have received an initial notice about these settlements from Rubris, the settlement implementation administrator. A copy of that initial notice is attached for your reference. (If you did not receive this notice, please let me know and I will contact Rubris to make sure they have the correct contact information for your locality.)

You will soon be receiving (if you have not already received) another notification from Rubris, accompanied by a sign-on form that you will need to complete and submit to join and participate in these settlements. The notice from Rubris will include instructions on how to complete and submit the form.

In the meantime, I am attaching a draft resolution for your board or council to approve your locality's participation in the settlements, and to authorize a responsible official to complete, sign, and submit the participation form.

Once again, the amount of funds that will flow to Virginia and its localities from these settlements depends on maximizing participation by as many local government subdivisions as possible. We achieved 100% participation in the previous multistate opioid settlements with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Johnson & Johnson, Teva, and Allergan, and retail pharmacy chains CVS, Walgreens, Walmart, and Kroger. We would like to achieve the same 100% participation rate for these settlements settlement as well. As in our prior multistate opioid settlements, all Virginia counties and independent cities are eligible to receive a direct share of settlement funds pursuant to the allocation methodology in the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding ("MOU") and the Virginia Opioid Abatement Act. However, any eligible locality that wishes to receive settlement funds must confirm its participation by completing and submitting the participation form. Localities that do not submit a participation form will not be eligible to receive any distributions from the settlement.

The deadline for submitting your participation forms is **October 8, 2025**, so please put the resolution on the agenda for your next board meeting, then complete and submit the participation forms as soon as possible.

As always, please feel free to contact me if you have any questions.

Thank you,
Tom Beshere

Thomas M. Beshere
Senior Assistant Attorney General
Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
(804) 823-6335 Office
TBeshere@oag.state.va.us
<http://www.ag.virginia.gov>



Thomas M. Beshere | Senior Assistant Attorney General
Office of the Attorney General
202 North 9th Street
Richmond, Virginia 23219
O: (804) 823-6335 | M: | F:
TBeshere@oag.state.va.us
<https://www.oag.state.va.us>

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Gloucester County, VA
Rubris Reference Number: CL-1769121

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.***

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.

Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

7400 Justice Drive, P. O. Box 1309
Gloucester, VA 23061
(804) 693-5575 phone
(804) 693-2530 fax

From: National Opioid Settlements Implementation Administrator <opioidsparticipation@rubris.com>
Sent: Tuesday, July 15, 2025 12:18 PM
To: Wilmot, Edwin (Ted) <ewilmot@gloucesterva.info>
Cc: Bohannon, Cynthia P. <cbohannon@gloucesterva.info>
Subject: NEW NATIONAL OPIOID SETTLEMENT NOTICE - Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus - RefNum CL-1769121

CAUTION: This email originated from a source outside of Gloucester County. Avoid clicking on links or attachments unless you are sure of the sender and know that the content is safe.

To: Gloucester County, VA
Rubris Reference Number: CL-1769121

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENTS
AND UPCOMING ACTION NEEDED TO PARTICIPATE**

New national opioid settlements have been reached with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. This is the formal notice required by the settlements and authorized by the parties.

Please read this email and the attached document carefully.

You are receiving this notice because your State has elected to participate in one or more of the eight national opioid settlements with **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus**. The list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>. Your subdivision or special district may participate in each settlement for which your State has elected to participate.

Your subdivision or special district might have participated in prior national opioid settlements, including those with Johnson & Johnson/Janssen, Cardinal, AmerisourceBergen, McKesson, Teva, Allergan, CVS, Walgreens, Walmart, or Kroger. This notice concerns the opportunity to participate in one or more of the **new** settlements with eight **new** Settling Defendants (**Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus**). Your subdivision or special district may participate in a new settlement even if it did not participate in a prior national settlement. In the next few weeks, you will receive additional information and documentation to sign and return if you wish to join the new settlements. Please review the list of individuals on this email and contact the Opioids Implementation Administrator at opioidsparticipation@rubris.com if someone else at your subdivision or special district should receive communications about these settlements.

Your subdivision or special district must "opt in" to participate in the new settlements. To do so, you must sign and return the documentation that you will be receiving in the next few weeks.

This notice is different than the notice you recently received from Rubris concerning a settlement with Purdue Pharma, L.P., and the Sackler Family. The settlements discussed in this notice are different than the settlement with Purdue and the Sacklers, and you may participate in the settlements discussed in this notice regardless of whether you join the Purdue and Sackler settlement.

The deadline to return the required documentation is October 8, 2025.

Documentation submitted for prior national settlements is not applicable to the new settlements.

The attached document provides additional information concerning the new national opioids settlements involving **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus**.

Questions about this notice or the process for receiving and submitting the required Settlement Participation Forms may be directed to your attorney, the Opioids Implementation Administrator at opioidsparticipation@rubris.com, or your Attorney General's Office.

If your subdivision or special district is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this notice.

Thank you,

National Opioids Settlements Implementation Administrator

National Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus Settlements

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

NOTICE: Email messages from Gloucester County are intended solely for the use of those to whom they are addressed and may contain confidential or legally privileged information. While all reasonable precautions have been taken to ensure that emails are virus-free, Gloucester County is not responsible for any damages from viruses or corrupted contents of emails and suggests that you subject these to your virus checking procedures prior to use. If you have received this message in error, please notify the sender and delete or destroy all copies.



County Administration
6489 Main Street
Gloucester, Virginia 23061
Phone: 804-693-4042 Fax: 804-693-6004

MEETING DATE: September 2, 2025
AGENDA ITEM#: XI - G

DATE: August 25, 2025
TO: Carol E. Steele, County Administrator
FROM: Trish Cronin, Deputy Clerk
SUBJECT: Board Appointment Considerations

Board, Commission, Council or Committee	Type of Appointment	Current Term Expires	New Term Expires	Reappointment Desired	Board Member to Make Nomination
Board of Equalization Vacant	Real Estate/Building/ Finance professional	12/31/24	12/31/27	--	Any
Historical Committee Vacant	County Wide	8/31/25	8/31/28	--	Any

***Note:** Magisterial districts are listed next to the names of appointees for those groups attempting to maintain equal geographical representation.

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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, ____;

BOARD OF EQUALIZATION

WHEREAS, the Gloucester County Board of Supervisors, acting pursuant to the authority vested in it by virtue of Virginia Code Section 58.1-3373, created a permanent Board of Equalization; and

WHEREAS, members of the Board of Equalization are to be appointed by the Gloucester County Circuit Court; and

WHEREAS, the Gloucester County Board of Supervisors decided to submit to the Circuit Court the name of an individual who has expressed an interest in serving on the Gloucester County Board of Equalization.

NOW, THEREFORE, BE IT RESOLVED by the Gloucester County Board of Supervisors that the following individual is hereby recommended for consideration by Circuit Court for appointment to the Gloucester County Permanent Board of Equalization to fill an unexpired term that shall begin immediately and expire on December 31, 2027:

A Copy Teste:

Carol E. Steele, County Administrator

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON TUESDAY, SEPTEMBER 2, 2025, 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:

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Kenneth W. Gibson, ____;
Christopher A. Hutson, ____;
Michael A. Nicosia, ____;
Robert J. Orth, ____;
Kevin M. Smith, ____;

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 for this Committee; and

WHEREAS, the Gloucester County Board of Supervisors is now ready to make this appointment.

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 for a term which shall expire August 31, 2028.

A Copy Teste:

Carol E. Steele, County Administrator