

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

**1. Call to Order and Roll Call**

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

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

**THERE WERE ABSENT:** Kenneth W. Gibson

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

**2. Invocation and Pledge of Allegiance - Reverend Dr. Katrina Brown – Bethel Baptist Church and Anthony Wilson, Jr. – Botetourt Elementary**

Reverend Dr. Katrina Brown of Bethel Baptist Church gave an invocation.

Anthony Wilson, Jr. of Botetourt Elementary then led all in attendance in the recitation of the Pledge of Allegiance to the Flag of the United States of America.

**3. Approval of the Minutes - July 16, 2024**

Dr. Orth moved, seconded by Mr. Chriscoe, to approve the minutes of the July 16, 2024, meeting as presented. The motion carried and was approved by a unanimous voice vote.

**4. Adoption of the Agenda**

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

**5. Approval of the Consent Agenda**

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

**a. Update to the Board of Supervisors 2024 Meeting Calendar – Carol Steele – County Administrator**

By approval of the consent agenda, the Board updated the 2024 meeting calendar.

**2024  
BOARD MEETING SCHEDULE**

January 16, 2024

February 6, 2024

February 10, 2024 – Saturday – 8:30 a.m. Building One, Press Room – Board retreat

February 20, 2024

**Draft**

**11/6/2024**

**Board of Supervisors Meeting**

*March 4, 2024 – Monday - Budget Presentation*

March 5, 2024

*March 13, 2024 – Wednesday - Board Budget Work Session*

March 19, 2024 – 4:30 p.m. Gloucester High School renovation tour with School Board  
– GHS new entrance

*March 19, 2024 – Joint Work Session with School Board at Thomas Calhoun Walker  
Education Center*

*March 21, 2024 – Thursday - Board Budget Town Hall at Thomas Calhoun Walker  
Education Center*

*March 27, 2024 – Wednesday – Budget and Tax Rates Public Hearings at Thomas  
Calhoun Walker Education Center*

April 2, 2024

*April 8, 2024 – Monday - Board Budget Work Session*

~~*April 11, 2024 – Thursday – Possible Board Budget Work Session cancelled*~~

~~*April 15, 2024 – Monday – FY 2025 Budget Adoption cancelled*~~

April 16, 2024 – FY2025 Budget Adoption

May 7, 2024

May 21, 2024

May 29, 2024 – Wednesday – Joint Meeting with EDA - Main Library Community  
Room

June 4, 2024

June 6, 2024 – Thursday – 6:30 p.m. Joint Meeting with Planning Commission - Main  
Library Community Room

July 16, 2024

August 6, 2024 – Thomas Calhoun Walker Education Center Auditorium

September 3, 2024

September 17, 2024

October 1, 2024

October 15, 2024 – Joint Meeting with School Board at Thomas Calhoun Walker  
Education Center

November 6, 2024 – Wednesday due to Election Day

November 19, 2024

December 3, 2024

**December 7, 2024 – Saturday – 8:30 a.m. Building One, Press Room – Board  
Retreat**

January 7, 2025 – Organizational Meeting

Items in red approved as part of the Board’s FY 2025 Budget Calendar at the October 17, 2023, meeting.

All meetings begin at 6:00 p. m. in the Colonial Courthouse unless otherwise noted. There will be no meeting on the third Tuesday in June, August, and 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.

**6. Matters Presented by the Board**

Mr. Bazzani stated that a constituent had a concern about title theft and asked if there was a mechanism to contact the owner when there was a transfer of a title.

Mr. Wilmot stated that he was not aware of a mechanism, but he would look into it. He advised that he believed that the Circuit Court Clerk was compelled to record documents that were presented in a recordable fashion.

**7. County Administrator Items**

Ms. Steele showed a book titled "Plain Paths and Dividing Lines" and stated that Ms. Cathy Dale, Clerk of the Circuit Court, along with Mr. Bill Lawrence, helped to provide maps for the book. Their assistance was acknowledged by the author. She reminded the public about the upcoming Christmas and Holiday Parade and the new Festival of Trees event. November 30th will be small business Saturday.

Dr. Orth asked for a follow up on the towers that had previously been owned by Verizon and whether the change in ownership would help with broadband and utilities.

Ms. Steele stated that it was doubtful that there would be a benefit because of the rent and user fees being charged to locate on the towers.

**8. Scheduled Presentations**

**a. Presentation of Virginia Association of Counties (VACo) 2024 Achievement Award – James Hutzler – VACo Government Relations Associate and Quinton Sheppard – Director of Community Engagement & Public Information**

Mr. Hutzler thanked the Board for having him and for their work providing for Gloucester. He stated that it was his distinct privilege to present the VACo (Virginia Association of Counties) achievement awards. He provided a brief history of VACo, noting that it had been in existence since 1934 serving counties through a variety of means. He advised that he was proud to present Gloucester County with an achievement award for the modernizing the Beehive program.

Mr. Sheppard thanked Mr. Hutzler. He stated that it had been a dream for a while to have the Beehive turned into a higher quality publication while also saving the County about \$22,000 per year. He noted that the Beehive served a great purpose of getting into the hands of every single mail receptacle in the County. However, over the years they found that many were being thrown in the trash. Staff felt it would be good to change with the times and make it a high quality magazine style publication. He thanked citizens for being receptive to the change. He noted that media specialist,

Savannah Haugdahl, was a key player and was the one designing the publication every quarter.

All in attendance gave a round of applause.

Ms. Steele stated for the benefit of the Board and audience, that the awards were very competitive. She noted this was not a case where anyone that applied received an award.

**b. Open Broadband Update – Alan Fitzpatrick – Chief Executive Officer, Open Broadband**

Mr. Fitzpatrick advised that he would provide a high level view of the current project and answer questions. He began with a brief summary from the last update. He advised that they had deployed fixed wireless equipment on multiple County towers, and he noted those locations. He stated that there were two fiber circuits currently in place with a third on order. He reviewed the issues with the original Nokia equipment and stated that the Nokia equipment was replaced with Torana equipment. He noted that the Torana equipment was providing 100x20 megabits per second speed which exceeded the planned 25x3. He stated that Open Broadband's portion of the VATI (Virginia Telecommunication Initiative) project was completed. He advised that they were actively marketing in each of the tower areas. He reviewed the marketing efforts to include social media, door hangers, postcard mailers, and yard signs. He stated that the biggest downside that they had seen so far was the reach of the wireless technology. He noted that they were happy with the speed and quality of the service, but the quantity of customers was not optimal. He stated that Open Broadband was currently subsidizing the operational cost each month. He reported that for those customers that they had been able to serve, the customer satisfaction ratings were high.

Mr. Fitzpatrick then reviewed the next steps. He stated that they believed in a success-based model. He noted that they wanted to provide service to as many people as they could. He noted that they were actively marketing to locations where they could provide coverage. For residents outside of the coverage area, they were installing Starlink and cellular options. He advised that the goal was to get people connected. He stated that they were using customer demand to decide where additional equipment and towers needed to be installed. He then reviewed the company's commitment with the County. He stated that they would continue to focus on high speed and affordable broadband service to all serviceable residents, and they would continue to provide updates to the County on a regular basis. He advised that the original smaller towers for this project remained on-hold until demand and delivery justified the expense. The unused and in-service equipment had been inventoried and that was provided to the County. He noted that they understand that the County will not be providing the balance of funds for year two and three, and that the County may end the free tower leases at the end of October 2025. He noted that the County understands that Open Broadband has been subsidizing operational expenses from other markets and there

does need to be a turn-around in signups to sustain the coverage. He stated that the current revenue covers the fiber leases and the tower lease at James Store. He noted that they were committed to continuing to service all currently active customers. He concluded that they wanted to serve as many people as possible. Success based growth was their business approach. He stated that they appreciated the support from the County.

Mr. Bazzani asked about the 133 possible connections in the area where only five customers took the service.

Mr. Fitzpatrick stated that there were two reasons for the low number of connections. The signal did not cover 100% of the area, so there were some who wanted the service but were not reachable. The other issue was that some customers who could be covered, declined the coverage.

There was a brief discussion on the VATI area.

Dr. Orth asked how many customers were connected in Gloucester and how many were necessary to break even.

Mr. Fitzpatrick advised there were currently just under 20 customers. He noted the number of customers needed depended on the costs. He stated that generally 100-125 customers per tower was a good number. He noted that they were excited about the Gloucester Point circuit coming up.

Mr. Hutson stated that the free use of the County towers would end in October next year. He asked if the County began charging for the use of the towers, if that would be the last day for Open Broadband.

Mr. Fitzpatrick stated that they were going through the financials and hoped to have a recommendation by the end of the year.

There was additional discussion on the number of customers and marketing efforts.

In response to a question, Ms. Steele stated that there was a broadband hub on the County website. She noted that letters had been sent to the homes in the current coverage area that had no trespassing signs or did not answer when Open Broadband was out knocking on doors. She advised that so far, the County had received four very enthusiastic responses to those letters.

Board members asked questions about the cost for service and customer service lines for connected customers.

Mr. Fitzpatrick stated that the installation fee was \$150, and service was \$64.99 per month with unlimited usage. He noted that they not only had customer service available by phone, but Mr. Reid would also show up at a customer's house to fix any issues.

After further discussion, Mr. Fitzpatrick concluded that they were trying to be creative and to find other ways to get citizens connected, but the volume of customers did need to increase.

## **9. Citizens' Comment Period**

**HOWARD MOWRY - YORK DISTRICT**

Mr. Mowry recommended that the County work with VDOT (Virginia Department of Transportation) to install reflective strips and fluorescent bases on street signs. He stated that access from Tidemill to 17 needed to be widened as citizens could sit for three rounds of the light before getting out. He noted that everywhere we go we were being photographed. Tonight there would be information about cameras in school zones. He asked where the cameras would be, what the cost would be, and whose budget would be affected. He noted that he recently took a trip across the country and people with disabilities were not serviced by businesses. He stated that no business should be grandfathered. He recommended that the County's compliance officer inspect every business to confirm they were handicap accessible.

**10. Public Hearings - 6:00 p.m.**

**a. Public Hearing to Consider the Annual Update of Gloucester County Code Chapter 6 Stormwater “Watershed Map” – Kevin Landry – Environmental Programs Manager**

Mr. Landry stated that the watershed map started in 2019, and he reviewed the history. He noted that for projects under one acre, there was a three tiered approach with low, medium, and standard requirements. He noted that there were eleven HUC (Hydrologic Unit Codes) in Gloucester. The higher the number, the more impervious the area and the more stringent stormwater requirements. He noted that the watershed map was required to be updated annually. He reviewed the 2024 update which led to small imperviousness increases across most of the HUCs. He noted that there were no tier changes and there were no areas subject to the most stringent criteria.

Dr. Orth asked what the percentages meant in terms of development.

Mr. Landry stated that once over 7.5% impervious area, then for projects under one acre, the standard level requirements would have to be met. Under 7.5% made it easier to do the engineering.

There was a brief discussion on the classification of the Beaverdam Reservoir as impervious and it was noted that was still an issue on the Board's legislative agenda.

Mr. Hutson opened the public hearing for citizen comment.

There being no speakers, Mr. Hutson closed the public hearing and turned the matter over to the Board.

Mr. Chriscoe stated that DEQ (Department of Environmental Quality) and the legislators needed to fix the issue [with Beaverdam]. He noted that he had never seen water run off of water.

Mr. Wilmot stated that the Board could vote no on the ordinance update. He noted that the requirements were that the Board adopt the map and update it annually. If the Board does not adopt the map, then the tiered approach could not be used.

There was additional discussion on gravel driveways and imperviousness.

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

**AN ORDINANCE TO AMEND CHAPTER 6 OF THE GLOUCESTER COUNTY CODE ENTITLED “STORMWATER MANAGEMENT” BY AMENDING SECTION 6-2.1 ENTITLED “WATERSHED MAP; WATER QUANTITY TIERED APPROACH” TO ANNUALLY UPDATE THE WATERSHED MAP AS REQUIRED BY VIRGINIA CODE SECTION 62.1-44.15:27.2**

**WHEREAS**, Section 62.1-44.15:27.2 provides that any eligible locality which elects to use certain control standards shall adopt an official map that indicates the percentage of impervious cover in each watershed and update the map annually; and

**WHEREAS**, the County approved the initial watershed map based on the approved three-tiered methodology on September 3, 2019; and

**WHEREAS**, the County has updated the watershed map to reflect updated impervious conditions based on data from August 1, 2023, to July 31, 2024; and

**WHEREAS**, the Gloucester County Board of Supervisors has held a duly advertised public hearing on the updated watershed map on November 6, 2024; and

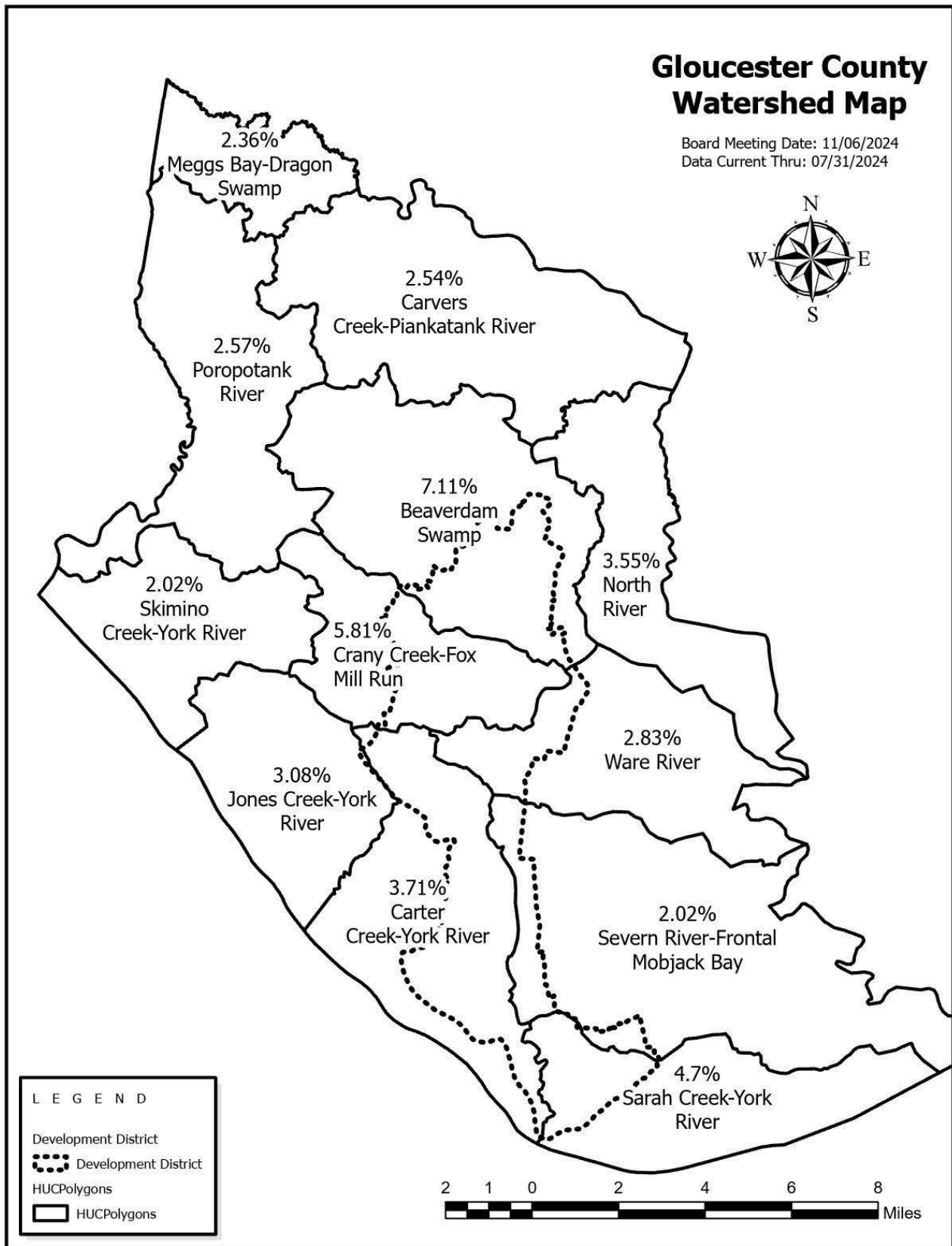
**NOW, THEREFORE BE IT ORDAINED**, that the Board of Supervisors hereby approves the updated map titled, “Gloucester County Watershed Map,” dated November 6, 2024, which will be recorded in the Clerk’s office within 30 days, which map is attached hereto and incorporated herein.

**NOW, THEREFORE BE IT FURTHER ORDAINED** that this updated watershed map be adopted and included in the code and that Section 6-2.1 of Chapter 6 of the Gloucester County Code Entitled “Watershed map; water quantity tiered approach” be amended as follows:

**Sec. 6-2.1. Watershed Map; water quantity tiered approach.**

The county hereby adopts the Watershed Map dated October 3, 2023 **November 6, 2024**. The Watershed Map shows: (1) the boundaries of the county; (2) the boundaries of each watershed located partially or wholly within the county; (3) the percentage of impervious cover within each watershed; and (4) the locations where development is expected or proposed to occur. A copy of said map shall be filed in the office of the clerk of the circuit court.

For determining the water quantity technical criteria applicable to any land disturbance equal to or greater than 2,500 square feet but less than one acre, the county shall use tiered water control standards based on the percentage of impervious cover in the watershed. The tiered approach shall be consistent with the applicable regulations of the Virginia Department of Environmental Quality. The basis for this tiered approach shall be the Watershed Map of the county.



\\...Projects\Environmental\HUC Unit Tracking

**11. Regular Agenda**

**a. Fixed Radar Program in School Zones – Darrell Warren – Sheriff, Gloucester County Sheriff’s Office and Martin Plank – Vice President of Sales, Altumint**

Sheriff Warren stated that the Sheriff’s Office had fielded complaints for years about speeding in school zones. He noted that Mr. Plank of Altumint was with him this evening. He stated that he invited Mr. Plank down last year and the company offered to set up a temporary system at two school zones. He noted that his office selected Petsworth and Achilles schools. He stated that over the two day period 25-36% of the cars coming through the school zones were speeding ten miles over the posted limit.



He advised that this was not about fines but was about creating a safe environment for the kids, bus drivers, and parents. He noted that the launch of York County's school zone cameras had been successful. He invited Mr. Plank to make comments.

Mr. Plank reviewed the data that was collected during their test monitoring. At Petsworth, there was an average of 252 violations per day and 158 per day at Achilles. In response to a question, he stated that the violations were only when the yellow lights were flashing and in Gloucester, they only flashed for 30 minutes. He advised that the goal of their program was to reduce the speeding, and their program should reduce those numbers by 90% fairly quickly. He stated that in York County, there was a public information campaign, and then a 30 day warning period. After the launch, York County saw a decrease right away from over 3700 during the study period to just over 1100 after launch.

Mr. Bazzani asked about the cost.

Mr. Plank stated that it was a zero dollar cost to the County as it was a 100% violator funded program.

Sheriff Warren thanked Ms. Christine Joyce in Purchasing and Mr. Wilmot, the County Attorney for all their work and help on this program.

There was additional discussion on where the cameras would be placed, data collected, and rental vehicles or non-owner drivers.

Mr. Wilmot noted that this program was different than the school bus stop arm legislation which required that the Board to pass an ordinance to implement that program. The enabling legislation for this program did not require the adoption of an ordinance. He noted that there likely would be a warning period and asked about the review of the violations by the Sheriff's office.

Mr. Plank confirmed that there would be a warning period after the installation. He noted that the law required that a sworn law enforcement officer review all violations.

Mr. Chriscoe asked about the fee for violation.

Mr. Plank stated that the fine was \$100 and \$14 was retained by the company with the rest being sent to the County.

Mr. Chriscoe asked about those funds.

There was discussion by the Board on utilizing the funds to provide extra help for the Sheriff's office due to the additional task.

Mr. Chriscoe recommended that a dedicated line item be set up for those funds.

There was a brief discussion on the speeds in the school zones.

Mr. Nicosia asked if there was a legal penalty for repetitive violators.

Sheriff Warren stated that there was not as this was a civil penalty but if they noticed there were repeat violators, they could station a deputy at the location.

Mr. Chriscoe moved, seconded by Dr. Orth, to approve the resolution for the implementation of the program. The motion carried and was approved by the following

roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Hutson, Mr. Nicosia, Dr. Orth, and Mr. Smith - yes. Mr. Gibson was absent.

**RESOLUTION TO SUPPORT THE IMPLEMENTATION OF SPEED MONITORING DEVICES IN SCHOOL CROSSING ZONES AND TO AUTHORIZE THE EXECUTION OF THE CONTRACT BY ALTUMINT, INC. AND GLOUCESTER COUNTY**

**WHEREAS**, Virginia State Code Section 46.2-882.1 authorizes photo speed monitoring devices in highway work zones, school crossing zones, and high-risk intersections segments; and

**WHEREAS**, the safety and security of the County’s school children is of paramount importance; and

**WHEREAS**, the Gloucester County Sheriff’s Office has been exploring options for adding fixed mounted radars in school zones for quite some time; and

**WHEREAS**, at the request of the Sheriff’s Office, Altumint, Inc. set up temporary systems at Petsworth and Achilles Elementary Schools to determine the need for monitoring in the County, resulting in violation rates of 25% and more during morning and afternoon school hours; and

**WHEREAS**, a proposed contract with Altumint, Inc. has been drafted and reviewed by all parties that will provide for the installation of photo speed enforcement cameras at all nine school zones in the County.

**NOW, THEREFORE, BE IT RESOLVED** that the Gloucester County Board of Supervisors supports the installation of speed monitoring and enforcement devices in school crossing zones for the safety of school children.

**BE IT FURTHER RESOLVED** that the County Administrator is hereby authorized to act on behalf of the County to execute a contract for the implementation of a comprehensive speed enforcement program in all nine school zones in the County, substantially the same as the contract attached hereto.

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GLOUCESTER COUNTY  
STANDARD CONTRACT  
Altumint, Inc.  
Speed Enforcement Program

Subject to Cooperative Contract No. ADMN2400470, issued by the City of Chesterfield, Virginia

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2024, by Altumint, Inc., with office located at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, hereinafter called the "Contractor" and Gloucester County, hereinafter called the "County". The Gloucester County Sheriff and/or their designee are solely responsible for the administration of the contract.

**WITNESSETH** that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide all labor, materials, equipment, technical expertise and supervision to provide a comprehensive speed enforcement program on behalf of the County as outlined in Attachment A.

**COMPENSATION/INSURANCE:** Compensation will be made pursuant to Attachment B. Insurance shall be secured as outlined in Attachment C, before work is to begin.

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of this signed Contract, the description or scope of work, any general conditions, special conditions, specifications, and other data contained that may be in the City of Suffolk's solicitation No. RFP ADMN24000142 dated November 29, 2023, together with all written modifications and the negotiated agreement dated May 3, 2024, all of which are incorporated herein by reference.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:** During the performance of this contract, the Contractor agrees as follows:

1. a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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**DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**COMPLIANCE WITH STATE LAW REGARDING EMPLOYMENT OF ALIENS:** The Contractor agrees that it does not and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**TERM OF THE CONTRACT:** The Contract shall be effective upon signing of this Contract and shall end three (3) years after County acceptance of installation of cameras. The County shall have the exclusive right to renew coverage for up to four (4) additional one-year terms at sole option of the County. Unless notified in writing up to thirty (30) days prior to the end of the current term, this contract shall automatically renew.

**TERMINATION WITHOUT CAUSE:** The County may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Contractor by a guaranteed overnight mail service provider, return receipt requested and email at the address set forth in Quotation or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the County terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the County any work completed or in process for which payment has been made.

**TERMINATION WITH CAUSE/DEFAULT/CANCELLATION:** In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the County may give Contractor written notice of such default by a guaranteed overnight mail service provider, return receipt requested and email at the address set forth in Contractor's Bid Proposal or as provided in this Contract. Unless otherwise provided, Contractor shall have twenty (20) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the County may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the County any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be

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immediately cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

**INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

**NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.

**AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this Contract that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.

**AMENDMENTS/MODIFICATIONS:** The parties may amend this Contract at any time, in writing, by mutual agreement. The Purchasing Agent or his designee may execute such amendments on behalf of the County.

**GOVERNING LAWS AND COURTS:** This Contract is subject to the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, Code of Virginia).

**CONTRACTUAL DISPUTES:** In accordance with § 22-63, Code of the County of Gloucester, Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, who shall render a final decision within forty-five (45) days.

**SEVERABILITY:** If any provision of the Contract resulting from this application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this Contract shall be valid and enforced to the full extent permitted by law.

**IN WITNESS WHEREOF,** the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SHERIFF

By: \_\_\_\_\_

Date: \_\_\_\_\_

Virginia State Corporation Commission I.D. No. 11258037

Approved as to form Edwin H. Hildner 9-25-2024  
County Attorney Date

GLOUCESTER COUNTY  
ATTACHMENT A  
SCOPE OF SERVICES

**SCOPE OF SERVICES**

The Contractor shall, using its professional staff members, provide the equipment and services as stated in the Contract Documents, as necessarily and appropriately modified to apply to Gloucester County rather than the City of Chesterfield. It is understood and agreed that all work shall be accomplished in strict compliance within the provision of the Contract documents. Key personnel and approach shall be in accordance with the Contractor's proposal.

The Contractor shall maintain and repair all equipment and software required to operate the speed enforcement system. The Contractor will maintain accurate and complete financial records of the program in accordance with generally accepted accounting principles. The Contractor is responsible to furnish all necessary construction, permitting, power, and communications necessary to operation the automated traffic enforcement program.

The Contractor shall appoint a qualified implementation manager to assist the County during the implementation of the program. The implementation manager will deliver a detailed project plan that includes a go live date for 120 days post contract signing that includes a day for day slide for any delays outside the vendor's control. The Manager shall coordinate all construction activities, permit applications, template creation for notices of violation, definition of data retention policy, public information campaign planning, and business rule development.

The Contractor shall appoint a Program Manager to be the County's primary point of contact for all program needs. This includes operational data reports, system health and queue reporting, and preparing any information required for FOIA requests. The business rules document will be prepared and executed by both parties that will define the site locations and type of active enforcement, along with processing rules and primary points of contact.

The County reserves the right to obtain additional related services from Contractor during the term of this Contract.

Maintenance and Support

Contractor will, in a timely and prompt manner, maintain and service the Monitoring System and assist County personnel who use the Monitoring System. Contractor will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours, Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to County or anyone else, except as provided in this Contract.

Training

Contractor at no additional charge to County, will be responsible to train County to use the Monitoring System. This includes training new users as staffing assignments may change at the sole discretion of the County.

Service Locations.

Contractor shall provide to County, without charge, technical advice as to the feasibility of proposed Service Locations. The County reserves the right and authority to approve or disapprove any proposed Service Location(s).

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Citizen Inquiries

Contractor shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (EST), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding topics such as citations, billing and payment procedures and status of payments and hearing dates. Contractor may employ the services of a customer service call center; County specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Contractor, in consultation with County, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Contractor shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

Collections

Contractor acknowledges that County may contract with a third party for the collection of unpaid citations issued pursuant to the terms and conditions of this Contract and past due debt owed to County resulting from past due citations, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Contractor shall not be responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred relating to the County's debt collection activities. Contractor is hereby authorized to provide a third party with whom the County contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but County is not obligated to use the third party provided by Contractor. Contractor's obligations to cooperate and provide information to any third party with whom the County contracts to provide debt collections services shall continue throughout the term of the Contract and for a period of twenty-four months following the termination of this Contract. County agrees to pay Contractor an additional Processing and Administration Fee set forth in (Attachment B: Fees for Services) for providing information and administrative services for the collection effort performed by a third party.

The Contractor confirms implementation timeline to approximately 120 days.

The Contractor confirms the following training procedures:

Our classes include frequently asked questions, procedural walkthroughs, and hands-on learning. The Contractor will work with the County develop a customized training plan and schedule. Below is a summary of the types of training offered.

Training	Initial Training	Class Size	Follow-up Frequency
Police Officer/Approver	Before Warning Period	Up to 20	As Needed
Financial	During Warning Period	Up to 5	Monthly
Court	During Warning Period	Up to 20	Monthly
IT	During Warning Period	Up to 5	As Needed

The Contractor shall provide onsite training and training through Microsoft Teams 30 days before the warning period. In addition to the initial training required at program launch, The Contractor is also available to offer training throughout the program life cycle (for example, for officers assigned to temporary desk duty). The Contractor encourages annual refresher training for all officers

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approving citations.

No IT system support should be required since this is a web-based solution. County employees will only need to use a web browser to access the system. The program manager will provide Vioview system support, serving as the escalation point for end user questions, system issues, or requested enhancements.

The Contractor confirms to work with the County to design and provide data and materials in conjunction with the Community Enhancement Strategy through their Public Information Office which educates the public about their automated traffic enforcement programs to foster understanding, build trust & promote safer and more informed environment on the roads, Items to be included are as follows:

- Press release templates and quotes from the CEO
- Media communication support as needed
- Custom communication plans based upon the specific needs of the community (can include warning period launch support, and additional campaigning needs to ensure effective public awareness)
- Templated assets for digital campaigning (social media graphics, etc.)
- Templated assets for print media (flyers, postcards, large format prints, etc.)

The Contractor confirms to work with the County to incorporate the County’s messaging into its public portal where payments can be made and violations can be viewed.

GLOUCESTER COUNTY  
ATTACHMENT B  
FEES FOR SERVICES

**Service Locations:** The County desires to install photo speed enforcement at all schools. The Contractor shall enforce at all nine (9) school zones, which will require eighteen (18) total cameras. The County will have a total of eighteen (18) systems across nine (9) school zones.

**Pricing: Turn-Key Revenue Sharing Program:**

\$14.00 of each citation issued for which the civil penalty is actually paid by or on behalf of the person to whom the summons was issued shall be paid to the Contractor, for providing the services as contained in this agreement.

This amount (\$14.00 per summons actually collected) shall be in full satisfaction of all the County’s financial obligations to the Contractor under this Agreement.

**Pricing shall remain firm in effect for the initial term and all renewal periods.**

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GLOUCESTER COUNTY  
ATTACHMENT C  
INSURANCE

INSURANCE

The Contractor certifies it will have the following insurance coverage by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits required, unless otherwise noted:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$500,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
- d. Professional Liability/Errors and Omissions - \$500,000 – per occurrence.

**b. Request to Modify the American Rescue Plan Act (ARPA) Spending Plan – Carol Steele – County Administrator**

Ms. Steele stated that there was information outlined in the Board packet on funds that would not be used for broadband and on specific items in utilities that were not going to be able to be obligated to be spent by the deadline for American Rescue Plan Act (ARPA) funds. The recommendation was to dedicate all of those funds to utilities for other projects. The funds must be committed by December 31st and spent by the end of 2026.

Mr. Bazzani asked about the Boys and Girls Club.

Ms. Steele stated that there had not been any discussion on opening the funds up to outside entities.

Mr. Hutson expressed some concern with the \$1.2 million for the RO (Reverse Osmosis) skids.

Ms. Legg stated that the \$1.2 million was for several different projects. She noted that since she was last in front of the Board in May, they had vetted about eight different projects through Mr. Wilmot's office.

After confirming that Ms. Legg was comfortable that the funds could be encumbered by December 31st, he moved to approve the resolution. Dr. Orth seconded the motion. The motion carried and was approved by the following roll call vote: Mr. Bazzani, Mr. Chriscoe, Mr. Hutson, Mr. Nicosia, Dr. Orth, and Mr. Smith - yes. Mr. Gibson was absent.

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

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

**WHEREAS**, of the total \$7,254,411 in ARPA funds allocated to Gloucester, \$6,050,232.89 has been spent on various initiatives approved by the Board, leaving \$1,204,178.11 unspent; and

**WHEREAS**, \$61,935.37 of the \$1,204,178.11 remaining is allocated for the Membranes RO Skid #1 project, which is ongoing and expected to be completed before the required deadline; and

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

**WHEREAS**, Gloucester County Public Utilities has urgent projects that have been deemed eligible for ARPA and are able to be procured and completed within the legally required timeframes.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby authorizes the County Administrator to reallocate remaining ARPA funding of \$1,142,242.74 to Utilities equipment and infrastructure projects that have been deemed eligible for ARPA funding by the County Attorney.

**c. Aberdeen Creek Dredging Update – George Bains – Deputy County Administrator**

Mr. Bains stated that several years ago, the County was given a grant from the Virginia Port Authority to dredge Aberdeen Creek. He noted that the original plan was to utilize a portion of the State Park for the spoils, but based on restrictions, that was not possible. The PDC (Middle Peninsula Planning District Commission) explored different options for what to do with the dredge spoils. After consideration of a large number of options, the PDC developed and submitted a grant application to DCR (Department of Conservation and Recreation) to use the dredge spoils to rebuild a spit. Both the grant from the Port Authority and the grant from DCR will be managed by the PDC. The best case scenario would be if the bids came in under the grant amount. The worst case would be that it was not covered by the funds, and the County would give up the Port Authority grant.

After a few comments, Dr. Orth noted that there had been some interest in the past in buying a dredge.

Curt Smith, Deputy Director of the PDC, stated that the General Assembly had appropriated funds to the Virginia Port Authority for that purpose. There were some issues with the wording of the legislation that needed to be fixed to allow access to the funds. Delegate Hodges remediated that during the last session and those funds would be able to be transferred from the Port Authority to the Middle Peninsula Public Access Authority. In reference to the current project, it would be a design/build procurement for the spit to determine the cost.

Ms. Steele noted that the agreement with the PDC would need to be updated and reviewed by the County Attorney. After that, the agreement could be on a future consent agenda since the Board had received this update.

The Board agreed by consensus.

**d. Consideration of Ordinance Amending Several Sections of Chapter 9 of the Gloucester County Code – Garbage and Refuse – Ted Wilmot – County Attorney**

Mr. Wilmot stated that there was no action required on this item tonight. It was an opportunity for the Board to review the current version of Chapter 9. He stated that several years ago the Clean Community Coordinator suggested some changes to the chapter. He noted that a draft amendment was circulated. It had been several years and finally all the relevant departments had chimed in and recommended changes to Chapter 9. He reviewed some of the recommended changes. He advised that this evening was a time to review the ordinance to see if there was anything else that the Board wanted to change or to address any questions.

Mr. Hutson stated that he thought that waste hauling and recycling were used interchangeably in some sections, and they should be separated. He noted that he would meet with Mr. Wilmot to discuss.

It was the consensus that Mr. Hutson and Mr. Wilmot would discuss additional needed changes.

**e. Discussion and Adoption of the County’s 2025 Legislative Agenda – Carol Steele – County Administrator**

Ms. Steele stated that the draft legislative agenda had been out for review and no additional edits had been received. She noted that on page 123 of the packet was the legislative request on the item discussed earlier related to the impervious water.

There was a discussion on the operations and maintenance of the Coleman Bridge and the toll proceeds for repayment of the remaining debt.

Mr. Chriscoe noted that Mr. Landry had indicated earlier that every gravel driveway over 200 feet had been captured and as a result, every HUC (hydrologic unit code) had increased. He stated that gravel was a pervious surface agent, and he recommended adding gravel driveways as part of the issue with the impervious item.

There was a brief discussion on the change to the language on item three on the agenda to include "gravel areas".

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

**A RESOLUTION APPROVING THE COUNTY’S 2025 LEGISLATIVE AGENDA**

**WHEREAS**, because of the applicability of Dillon's Rule in Virginia, Gloucester County is dependent upon the General Assembly to adopt specific enabling legislation in many instances in order to enable the County to provide efficient and effective services and government to its citizens; and

**WHEREAS**, the County has developed a Legislative Agenda for the consideration of the 2025 session of the General Assembly which outlines certain legislative policies which the Board believes ought to guide the General Assembly; and

**WHEREAS**, the Board has obtained input from several sources and after careful consideration, believes its legislative agenda is in the best interests of the citizens of Gloucester County.

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Supervisors that this Board hereby approves the County's 2025 Legislative Agenda incorporated herein and attached hereto and commends it to the County's representatives in the General Assembly for action.

**Gloucester County Legislative Agenda – 2025 General Assembly**

**Legislative Requests for Action**

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

**Legislative Priority Positions**

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

**Legislative Requests**

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

Gloucester supports full funding for the development of Machicomoco State Park, including the Main and West Units, to provide active and passive recreation opportunities, river access for park visitors, additional lodging opportunities and facilities to accommodate hosting a variety of programs and events for park visitors.

**2. Implement Transient Occupancy Tax Collection in State Parks**

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

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

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

**4. Increase funding of Planning District Commissions**

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

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

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

**Legislative Priority Positions****1. State Funding for Public Education**

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

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

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

**2. Local Authority Granted to Counties**

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

Specific concerns:

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

**3. Funding for Broadband**

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

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

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

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

**5. Transportation Funding**

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

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

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

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

**7. Flood Preparedness**

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

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

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

**9. Funding for the Victims Services Grant**

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

**10. Electric Vehicle Charging Stations**

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

**11. Funding for Dredging**

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

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

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

**f. Board Appointments**

**Clean and Green Advisory Committee**

Mr. Chriscoe moved, seconded by Dr. Orth, to appoint Mr. Horine to the Clean and Green Advisory Committee. The motion carried and was approved by a unanimous voice vote.

**CLEAN & GREEN ADVISORY COMMITTEE**

**WHEREAS**, the Gloucester County Board of Supervisors has created the Clean & Green Advisory Committee to serve as the advisory body for the Gloucester County Board of Supervisors on matters affecting the quality of the local environment; and

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

**WHEREAS**, the Board has learned that an appointment is needed to this Committee and is now ready to make these appointments; and

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Supervisors that the following individuals be hereby appointed to the Clean & Green Advisory Committee for a term which shall begin immediately and shall expire on October 31, 2025.

Anthony Horine  
6782 Amanda Ct  
Gloucester, VA 23061

**Economic Development Authority**

Mr. Chriscoe moved, seconded by Dr. Orth, to reappoint Mr. Rilee to the Economic Development Authority. The motion carried and was approved by a unanimous voice vote.

**ECONOMIC DEVELOPMENT AUTHORITY**

**WHEREAS**, the Gloucester County Board of Supervisors has created an Economic Development Authority to facilitate the orderly development of business in our community; and

**WHEREAS**, the Gloucester County Board of Supervisors must, from time to time, appoint qualified individuals to serve on the Authority; and

**WHEREAS**, the Gloucester County Board of Supervisors has learned that (re)appointments to the Authority are needed.

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Supervisors that the following individual be hereby reappointed to the Gloucester County Economic Development Authority for a term which shall begin on January 1, 2025, and expire December 31, 2028.

Christian "Buddy" Rilee  
County-Wide

**Historical Committee**

Mr. Chriscoe moved, seconded by Dr. Orth, to make all reappointments to the Historical Committee. The motion carried and was approved by a unanimous voice vote.

**HISTORICAL COMMITTEE**

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

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

**WHEREAS**, the Gloucester County Board of Supervisors has learned that appointments are needed to this Committee; and

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

**NOW, THEREFORE BE IT RESOLVED** by the Gloucester County Board of Supervisors that the following individuals are hereby reappointed to the Gloucester County Historical Committee for terms which shall expire on December 31, 2027.

Brent Heath  
Ware District

Daniel Fary  
County-Wide

Thane Harpole  
York District

Dr. Wesley Wilson  
Abingdon District

Bill Lawrence  
At-Large

Bill Weaver, Jr.  
At-Large

Chad Scott  
County-Wide

L. Preston Higgins  
Petersworth District

**Library Board of Trustees**

Mr. Nicosia moved, seconded by Dr. Orth, to appoint Ms. Poulson to the Library Board of Trustees. The motion carried and was approved by a unanimous voice vote.

**LIBRARY BOARD OF TRUSTEES**

**WHEREAS**, the Gloucester County Board of Supervisors has previously appointed a Library Board of Trustees to oversee the operation and policies of the Gloucester County Library system; and

**WHEREAS**, an appointment is needed to the Library Board of Trustees and the Gloucester County Board of Supervisors is prepared to make this appointment.

**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester County Board of Supervisors that the following individual be hereby appointed to the Gloucester County Library Board of Trustees for an unexpired term that shall begin immediately and shall expire on June 30, 2026.

Haley Poulson  
7031 Wellford Lane  
Gloucester, VA 23061

**12. County Attorney Items**

There were no County Attorney items.

**13. Boards and Commissions Reports**

Mr. Chriscoe asked about the Middle Peninsula Alliance dues.

Ms. Cronin, Deputy Clerk, advised that she had been in contact with Ms. Kaylor, the Chief Financial Officer of the Middle Peninsula Planning District Commission. Ms. Kaylor would be sending out invoices when able.

**14. Supervisors Discussion**

Mr. Chriscoe stated that he was invited to the Woodville Rosenwald School a few months ago. He noted that the building had been restored and modified mostly outside of County funds. He stated that the organization was applying for a grant to fix damage that occurred during one of the early spring storms this year. He asked that the grant match amount be provided to him as soon as the organization knew what that would be so that he could discuss the possibility of providing the match with the Board. He stated that he has been notified that the match would be \$6,600 and he would like the Board to consider funding this through possibly the County Administrator contingency.

There was a discussion on possible ways to fund the match.



In response to a question, Mr. Wilmot stated that the Board did not need to make a formal motion but could direct the County Administrator to make this happen and report back to the Board.

The Board agreed by consensus for the County Administrator to move this forward.

**15. Closed Meeting - no closed meeting scheduled**

**16. Adjournment**

Dr. Orth moved, seconded by Mr. Smith, to adjourn. The motion carried and the meeting was adjourned at 8:00 p.m. by a unanimous voice vote.

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Kevin M. Smith, Chair

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Carol E. Steele, County Administrator