

**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:

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Carol E. Steele, County Administrator

## PERMANENT PUMP AND HAUL AGREEMENT

THIS AGREEMENT dated this 14<sup>th</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> 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 21<sup>st</sup> day of September, 2021 by Sarah Matheson Harris.

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



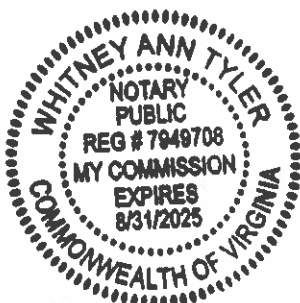
**PROPERTY OWNER:  
 SOUTH BAY COMPANY, LLC**

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 21<sup>st</sup> 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  
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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 written in a cursive style.

Sarah Matheson-Harris, Owner

**Sarah Matheson-Harris**

3471 Browns Bay Rd  
Hayes, VA 23072  
sarah@mathesonoyster.com  
804.815.5266