



## BOARD OF SUPERVISORS MEETING

### ADDENDUM PACKET

December 14, 2021

#### Item #

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Adjourn.

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** December 14, 2021  
**Item #:** 30  
**Department:** Board of Supervisors  
**Staff Contact:** Douglas P. Stanley *DS*  
**Agenda Item:** Proposed Road Addition – Briery Way Road

**SUMMARY:**

In the mid 2000's the "Away at Briery" Subdivision was platted. There are currently 3 homes constructed. The entrance road off Route 15, Briery Way Road, was taken into the State Highway System except that there is approximately a 200' section before its intersection with Fire Trail Road that was not dedicated and taken into the system. This forces school buses and VDOT maintenance trucks to continue on to private property to the intersection to turn around. Resident Engineer Scott Frederick is requesting that this additional section be taken into the State Highway System so that VDOT can maintain it.

At this time, VDOT is requesting that the Board of Supervisors make a formal request to add an approximate 200' section of Briery Way Road to the State Highway System (see attached).

**COST & FINANCING:**

None

**ATTACHMENTS:**

Email from Scott Frederick, Subdivision Plat and map of road section

**RECOMMENDATIONS:**

That the Board of Supervisors approve the request and authorize the County Administrator to sign any necessary paperwork to get this portion of Briery Way Road taken into the State Highway System.

**PROPOSED MOTION:**

I move that the Board of Supervisors adopt the attached resolution to add to add a portion of Briery Way Road to the State Highway System as depicted on the enclosed sketch and authorize the County Administrator to sign the necessary forms as required by VDOT.

**ALTERNATIVE MOTIONS:**

I move that the Board of Supervisors table the request until \_\_\_\_\_ for further discussion.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Booth \_\_\_\_\_  
Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jones \_\_\_\_\_  
Pride \_\_\_\_\_

Townsend \_\_\_\_\_  
Wilck \_\_\_\_\_

**BOARD OF SUPERVISORS**

J. David Emert  
Chairman  
Odessa H. Pride, Ed.D.  
Vice Chairman  
Beverly M. Booth  
Pattie Cooper-Jones  
Llew W. Gilliam, Jr.  
Robert M. Jones  
Jerry R. Townsend  
James R. Wilck



**COUNTY OF PRINCE EDWARD, VIRGINIA**

**COUNTY ADMINISTRATOR**

Douglas P. Stanley, AICP, ICMA-CM  
Post Office Box 382  
111 N. South Street, 3<sup>rd</sup> Floor  
Farmville, VA 23901  
Office: (434) 392-8837  
Fax: (434) 392-6683  
[dstanley@co.prince-edward.va.us](mailto:dstanley@co.prince-edward.va.us)  
[www.co.prince-edward.va.us](http://www.co.prince-edward.va.us)

**RESOLUTION**

**WHEREAS**, the Farmville Residency Office of the Virginia Department of Transportation recommends that the street referenced in this Board's resolution be added to the Secondary System of State Highways as a no cost rural addition pursuant to §33.2-705 of the *Code of Virginia* and Commonwealth Transportation Board Rural Addition Policy, because the street meets current minimum standards, the condition of the existing hard surface is good, the street has provided continuous public service since its establishment in 2008 and currently serves three owner-occupied residential dwellings; and

**WHEREAS**, the Farmville Residency Office of the Virginia Department of Transportation confirms that no Department funds are required to improve the street described on the attached additions Form AM 4.3 to meet current minimum design or maintenance standards of the Department.

**NOW, THEREFORE, BE IT RESOLVED**, this Board requests the Virginia Department of Transportation to add the street described on the attached additions Form AM 4.3 to the Secondary System of State Highways, pursuant to §33.2-705, *Code of Virginia* and the Rural Addition Policy of the Commonwealth Transportation Board of the Virginia Department of Transportation.

**BE IT FURTHER RESOLVED**, this Board guarantees a clear and unrestricted right of way, as described on the attached Form AM 4.3, and any necessary easements for cuts, fills and drainage; and

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

*Certification*

*I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Prince Edward, Virginia at a regular board meeting in Prince Edward County, Virginia, at which a quorum was present and that same was passed by a vote of \_\_ in favor and \_\_ opposed, this 14<sup>th</sup> day of December, 2021.*

ATTEST:

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J. David Emert, Chairman

---

Douglas P. Stanley, County Administrator

**dstanley@co.prince-edward.va.us**

---

**From:** Joe Hines <Joe.Hines@timmons.com>  
**Sent:** Tuesday, December 14, 2021 12:39 PM  
**To:** dstanley@co.prince-edward.va.us  
**Subject:** FW: Away at Briery Subdivision - VDOT Dedication for Entrance Road  
**Attachments:** Briery - Proposed VDOT RofW Dedication SEP 2021.pdf

1 of 2 emails

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**From:** Joe Hines  
**Sent:** Monday, September 6, 2021 11:08 PM  
**To:** Frederick, Scott <scott.frederick@vdot.virginia.gov>  
**Cc:** gary@elderwatkins.com  
**Subject:** Away at Briery Subdivision - VDOT Dedication for Entrance Road

Scott,

I hope you had a great Labor Day weekend. Thanks again for your time and Bill's time to meet on Monday, August 30, 2021 to review the entrance road to Away at Briery Subdivision.

This email is to confirm with VDOT our mutual understanding that PRJ Land Trust / Away at Briery Homeowners Association (HOA) will dedicate the entrance road (approx. 250') for the subdivision (SR 771) and a 50' section of Briery Way and Briery East to VDOT as right-of-way (see attached sketch). At your convenience, please provide an outline of the steps that PRJ Land Trust / Away at Briery HOA must take to complete this dedication and any additional information that VDOT might need to process this dedication.

I've cc'd Gary Elder, Trustee for PRJ Land Trust and attorney for the Away at Briery HOA.

Thanks much,  
Joe

**Joseph C. Hines, PE, MBA**  
*Senior Principal*

**TIMMONS GROUP** | [www.timmons.com](http://www.timmons.com)  
Office: 804.200.6380 | Cell: 804.615.2162  
Fax: 804.560.1438 | [joe.hines@timmons.com](mailto:joe.hines@timmons.com)  
*Your Vision Achieved Through Ours*



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**Sent:** Tuesday, December 14, 2021 12:39 PM  
**To:** dstanley@co.prince-edward.va.us  
**Subject:** FW: Away at Briery Subdivision - VDOT Dedication for Entrance Road  
**Attachments:** Away at Briery - OFFICIAL Subdivision Plat Approved by PE 2009.pdf; Away at Briery - Original Subdivision & Topo.pdf

2 of 2 emails...

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**From:** Joe Hines  
**Sent:** Monday, August 30, 2021 5:05 PM  
**To:** Frederick, Scott <scott.frederick@vdot.virginia.gov>  
**Subject:** FW: Away at Briery Subdivision - VDOT Dedication for Entrance Road

Scott,

Thanks for your time and Bill's time earlier. Below is the portion that we would dedicate to VDOT as Right of Way, which appears to be 50' wide for the entrance portion of the road, but 40' wide on the subdivision roads (Briery Way and Briery East). I'm presuming the 40' width would be adequate for VDOT on those legs, but please let me know if this is going to create an issue. I'd prefer to not adjust the plat at this point in time and encroach further upon the existing lots due to the layers of approvals we would need to go through.

Provided the 40' width is ok for those short sections of subdivision road, do you think we would be able to dedicate the R/W to VDOT based upon the existing subdivision plat with a legal description (our attorney's preference), or would we need to have another plat drawn up? Also, please advise of any requirements VDOT would have for the dedication of the R/W for this small section of road in the subdivision.

For your reference, I've attached the original subdivision plat with the lot layouts prior to the reconfiguration in 2009.

Thanks,  
Joe





Quest & Associates, Inc. Side A 3/6/04

CURVE	RADIUS	ARC LENGTH	CHORD LEN.	CHORD BEARING	DELTA ANGLE
C1	508.51'	123.88'	123.57'	N86°50'41"W	135°27'27"
C2	50.00'	26.19'	25.89'	N78°49'08"W	30°00'35"
C3	50.00'	25.76'	25.48'	N78°34'23"W	28°31'19"
C4	25.00'	39.27'	35.35'	S54°59'58"W	89°59'59"
C5	25.00'	300.34'	283.56'	N45°32'26"W	66°55'08"
C6	119.64'	132.61'	125.41'	N59°51'30"E	63°12'59"
C7	119.64'	39.20'	39.02'	N18°51'50"E	18°46'20"
C8	458.51'	100.56'	100.35'	S87°32'27"E	12°33'56"
C9	25.00'	27.71'	26.32'	N54°25'16"E	63°30'37"
C10	1715.60'	212.00'	211.86'	S74°52'03"E	07°04'49"
C11	1715.60'	47.68'	47.35'	S79°12'14"E	01°35'33"
C12	25.00'	39.27'	35.35'	N85°00'00"E	90°00'00"
C13	149.05'	98.11'	96.35'	N28°51'27"E	37°42'55"
C14	149.05'	89.98'	88.62'	N65°00'38"E	34°35'26"
C15	25.00'	39.27'	35.36'	N45°00'00"E	90°00'00"
C16	377.93'	130.71'	130.06'	S09°54'30"E	19°49'00"
C17	377.93'	40.79'	40.77'	S22°54'30"E	06°11'00"
C18	30.00'	94.52'	60.00'	N45°44'08"W	180°31'44"
C19	417.93'	165.91'	164.83'	R14°37'38"W	22°44'45"
C20	417.93'	23.74'	23.73'	N01°37'38"W	03°15'15"
C21	41.51'	65.20'	58.70'	N45°00'01"W	89°59'57"
C22	109.05'	152.26'	140.19'	S50°00'00"W	80°00'00"
C23	25.00'	39.27'	35.36'	S35°00'00"E	90°00'00"
C24	297.13'	155.40'	153.63'	S65°03'08"E	29°57'54"
C25	297.13'	210.23'	205.87'	S29°48'02"E	40°32'16"
C26	119.64'	60.40'	59.76'	S53°07'34"E	28°55'28"
C27	193.70'	142.93'	139.71'	S59°48'13"E	42°16'47"
C28	185.32'	20.00'	19.99'	N22°54'30"W	08°11'00"
C29	185.32'	64.10'	63.76'	N09°54'30"W	19°49'00"
C30	25.00'	50.61'	42.40'	S35°20'00"E	116°00'00"
C31	25.00'	37.52'	34.10'	S65°40'00"W	85°59'59"
C32	1755.60'	155.17'	155.12'	N73°51'56"W	03°03'51"
C33	1755.60'	110.39'	110.37'	N78°11'56"W	03°36'09"
C34	25.00'	39.27'	35.36'	N35°00'00"W	90°00'00"
C35	25.00'	33.45'	31.01'	N48°20'00"E	76°59'59"

LINE	BEARING	DISTANCE
L1	S86°10'35"W	14.00'
L2	S00°00'00"E	47.00'
L3	S26°00'00"E	91.50'
L4	N28°00'01"W	16.96'
L5	N26°00'00"W	46.35'
L6	N71°20'00"W	50.43'
L7	S88°10'00"W	52.62'

## Notes:

1. Tax Map Parcel No. 78A-1-1 through 44 and 78A-4.
2. This plot has been done without benefit of a title examination and therefore does not necessarily indicate all encumbrances on the property.
3. This land is situated in F.I.R.M. flood plain Zone C (not a special flood hazard) as shown on the Flood Insurance Rate Map, Virginia Community Panel No. 510239-0025 A. Effective date September 1, 1978.
4. This plot is based on a current field survey.
5. Iron pins set on all new lot corners unless otherwise described.

## Surveyor

I, Ralph P. Hines, L.S., do hereby certify that this new division and boundary line adjustment of

### Away at Briery

as shown on this plot as Lots A through V contains 31.36 Acres, more or less, the roads contain 3.53 Acres, more or less, and the well lot contains 0.56 Acres, more or less, the total area of the well lot is 4.09 Acres, more or less, the area of the land owned by PRU Lord Trust by D.B.222 p.307 and instrument No.200303645.

Oct 21, 2008  
Date

## Owner

This new division and boundary line adjustment of

### Away at Briery

contains 31.36 Acres, more or less, in 22 Lots (A through V) is in accordance with the desire of the undersigned owner(s), proprietors or Trustees, if any.

10-21-08  
Date

Marshall Elert/Trustee  
Marshall Elert/Trustee

## Notary

I, Celia S. Arrington, a Notary Public in and for Prince Edward County, State of Virginia, hereby certify that the Trustee's name as signed hereon has acknowledged to the same before me this 21st day of October, 2008.

My Commission expires: December 31, 2009

Celia S. Arrington  
Notary Public: Celia S. Arrington



This map was recorded in the Clerk's Office of the Circuit Court of Prince Edward, Virginia on the 20th day of October, 2008. This map was received and admitted to record in Plot Cabinet of slide 2008-13-4 Teste: Michelle D. Hines Clerk of Circuit Court

This new division and boundary line adjustment of Away at Briery is approved by the undersigned in accordance with existing regulations and may be admitted to record.

10/21/08  
Date  
Michelle D. Hines  
Subdivision Administrator

**Maxey-Hines & Associates, P.C.**  
Land Surveyors • Engineers • Planners • Consultants  
P.O. Box 90 • Farnville • Virginia • 23901 • Tel:434-392-8827

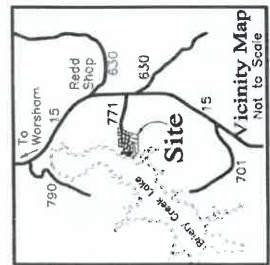
## New Division and Boundary Line Adjustment Survey of

# Away at Briery

Hampden District, Prince Edward County, Virginia

Original plot of Hines-A-Way in Plat Book 2, page 72.  
For Declaration and name change see Inst.No.200303645  
October 21, 2008.

Scale: 1 in. = 100 ft.





Virginia: In the Clerk's Office of the Circuit Court of Prince Edward County December 30, 2008.  
 In the presence of a Notary Public who was present at the execution of this deed and who is duly sworn and qualified in and for the State of Virginia, the following parties appeared and acknowledged to me that they executed the foregoing deed for the purposes and consideration therein expressed, to-wit: the said  
 Mandall L. Eiken, Trustee of P.R.J. Land Trust dated February 28, 1983 and amended September 2, 1984,  
 Granor, and Joanne H. Burger, Grantee, which has been recorded in Instrument No. 200803146. This deed  
 was received and admitted to record in Slide A-368 #4.5 & 6.

Witness my hand and the seal of said Court this 30th day of December, 2008.  
 Clerk  
 D.C.

Commonwealth  
 of Virginia  
 D.B. 170 p. 18

PRJ Land Trust II  
 D.B. 354 p. 165

Commonwealth  
 of Virginia  
 D.B. 170 p. 18

Commonwealth  
 of Virginia  
 D.B. 170 p. 476

Commonwealth  
 of Virginia  
 D.B. 178 p. 623

Panela Atkins Layman  
 Inst. No. 200902440

October 21, 2008  
 Scale: 1 in. = 100 ft.

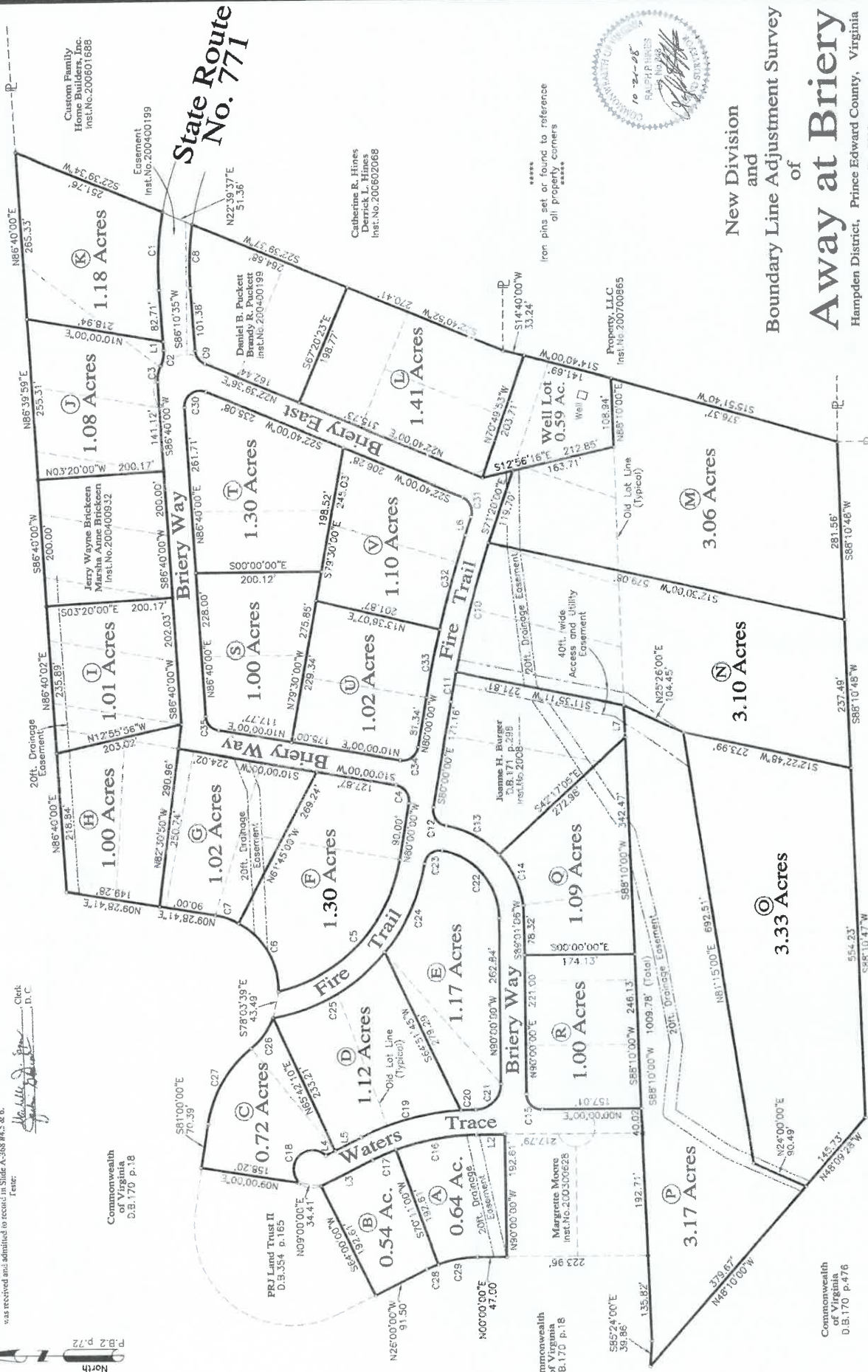


# New Division and Boundary Line Adjustment Survey of Away at Briery Hampden District, Prince Edward County, Virginia

**Maxey-Hines & Associates, P.C.**  
 Land Surveyors • Engineers • Planners • Consultants  
 P.O. Box 90 • Farmville • Virginia • 23901 • Tel: 434-392-8827



Iron pins set or found to reference  
 all property corners



Virginia: In the Clerk's Office of the Circuit Court of Prince Edward County, December 30, 2008.  
The foregoing Plat was this day presented in said office along with a deed of Gift by and between Marshall L. Ellett, Trustee of P.R.J. Land Trust dated February 28, 1983 and amended September 27, 1984, and Joanne H. Burger, Grantee, which has been recorded in Instrument #200803146. This plat was received and admitted to record in Slide A-568 #4.5 & 6

Test: \_\_\_\_\_ Clerk \_\_\_\_\_ D.C.

P.B.2 p.72  
North

Custom Family  
Home Builders, Inc.  
Inst. No. 200601688

Easement  
Inst. No. 200400199

State Route  
No. 771

Catherine R. Hines  
Derrick L. Hines  
Inst. No. 200602068

# NOTE

Numbers 10, 20, 30, 40, 50, and 140  
indicate the number of feet where the  
number is located between the property  
lines and the building envelope lines.

Property, LLC  
Inst. No. 200700865

Exhibit No. 1  
Building envelope  
with setbacks for

## Away at Briery

Hampden District, Prince Edward County, Virginia

November 6, 2008  
Scale: 1" = 100ft.  
0' 100' 200' 300'

Maxey-Hines & Associates, P.C.  
Land Surveyors • Engineers • Planners • Consultants  
P.O. Box 90 • Farmville • Virginia • 23901 • Tel: 434-392-8827

Pamela Atkins Layman  
Inst. No. 200502440



Commonwealth  
of Virginia  
D.B.176 p.523

The Building Envelopes with setbacks  
for AWAY AT BRIERY shown above are  
approved by the undersigned in accordance  
with the provisions and may be  
admitted to record.

Date \_\_\_\_\_  
Zoning Administrator \_\_\_\_\_

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20ft. Drainage  
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D.B.170 p.18

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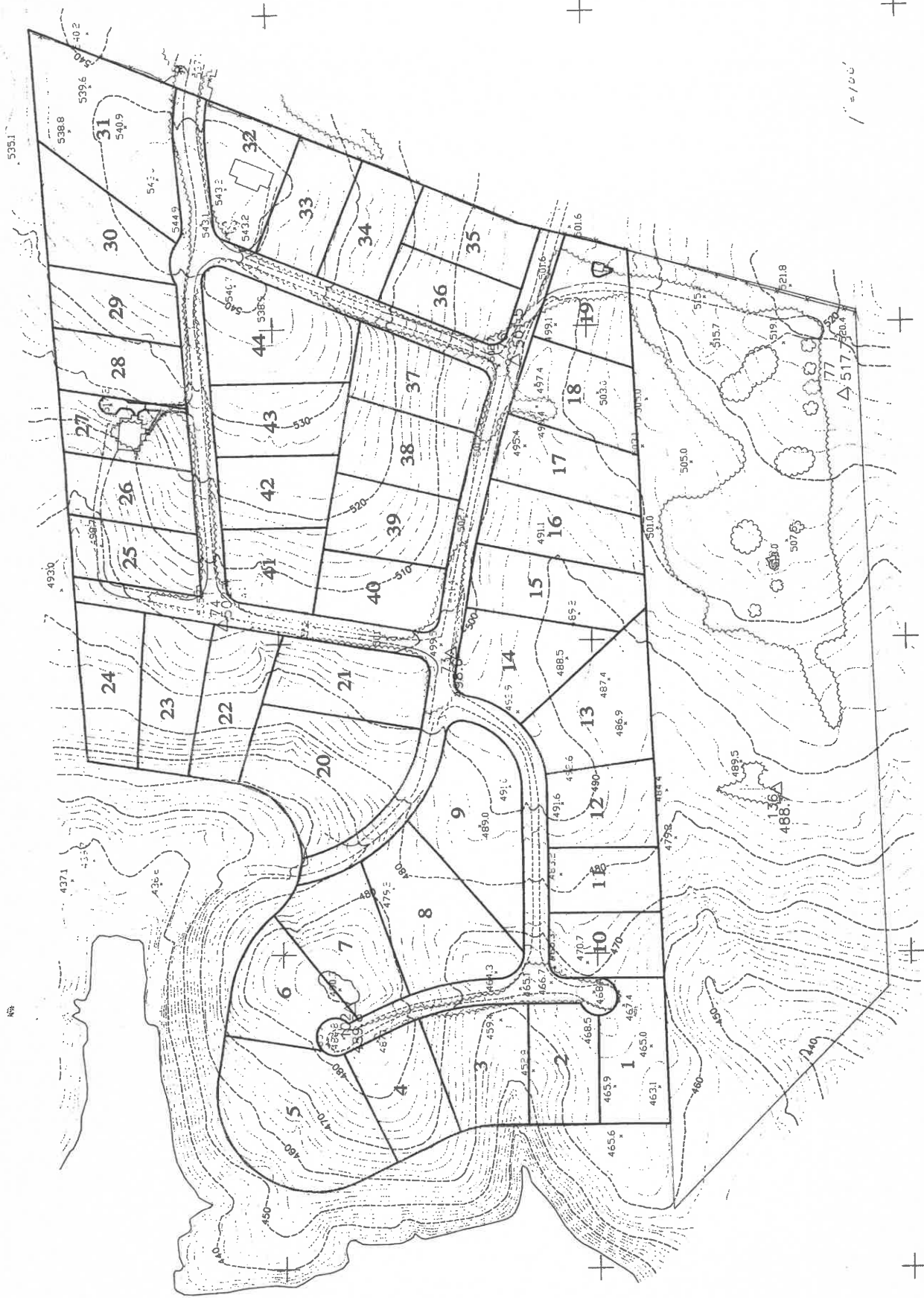
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## Board of Supervisors Agenda Summary

**Meeting Date:** December 14, 2021  
**Item No.:** 31  
**Department:** County Administration  
**Staff Contact:** Sarah Elam Puckett  
**Issue:** Citizen Volunteer Appointments -- Addendum

**Summary:** Below is a chart summarizing the boards and commissions which have upcoming vacancies and/or expiring terms of office in December 2021. Also attached is a copy of each applicants Citizen Volunteer Application.

APPOINTMENT	TERM OF OFFICE	# OF VACANCIES	IN OFFICE	APPLICANTS
Board of Zoning Appeals*	5 Years	1	Vincent Eanes	Russell Dove
Prince Edward County Planning Commission	4 Years	2 (Citizen Positions)	Teresa Sandlin Mark Jenkins	Brad Fuller Teresa Sandlin
Crossroads Community Services Board	3 Years	1	Bernetta Watkins	Bernetta Watkins Thomas Woodall

*\* Board makes recommendation to Circuit Court.*

**ATTACHMENTS:** Citizen Volunteer Application – Teresa Sandlin

**RECOMMENDATION:** Make appointments/recommendation for each Citizen Volunteer position, as appropriate.

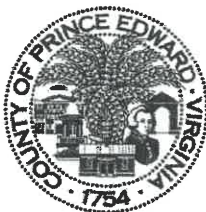
Motion \_\_\_\_\_  
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Booth \_\_\_\_\_  
Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jones \_\_\_\_\_  
Pride \_\_\_\_\_

Townsend \_\_\_\_\_  
Wilck \_\_\_\_\_





**CITIZEN VOLUNTEER APPLICATION**  
FOR COUNTY BOARDS, COMMITTEES & COMMISSIONS

Name Teresa Sandlin Date 12/10/2021  
Home Address 842 Hardtimes Rd  
City Farmville State VA Zip Code 23901  
Election District: Buffalo-501 X Farmville-801 \_\_\_\_\_  
Hampden-401 \_\_\_\_\_ Leigh-301 \_\_\_\_\_  
Farmville-101 \_\_\_\_\_ Lockett-201 \_\_\_\_\_  
Farmville-701 \_\_\_\_\_ Prospect-601 \_\_\_\_\_  
Home Telephone Number 434-223-2142 FAX \_\_\_\_\_  
E-Mail Address teresa.sandlin@remax.net  
Current Employer RE/MAX Advantage Plus  
Business Address 318 S. Main St.  
City Farmville State VA Zip Code 23901  
Business Telephone Number 434-392-1999 FAX 434-392-4555  
Which Address is Preferred for Mailings? Home X Office \_\_\_\_\_

**Optional Information Which May Prove Helpful:**

Occupation Realtor  
Former Occupation, If Retired \_\_\_\_\_  
Education: High School Oakton High Year 1982  
College/Technical School \_\_\_\_\_ Year \_\_\_\_\_  
Graduate School \_\_\_\_\_ Year \_\_\_\_\_  
Military Service \_\_\_\_\_ Years \_\_\_\_\_  
Degrees/Other \_\_\_\_\_  
Past Board, Commission, and Committee Assignments Planning Commission  
Professional, Civic, or Other Activities \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please state below your interest and/or reason to seek appointment by the Board of Supervisors and any special qualities that qualify you for this appointment.

I am seeking reappointment to the planning commission. Having a real estate background I am interested in the growth and future development of the County.



Do you have a family member who is employed by the county office, organization or institution over which the Board/Commission for which you are seeking appointment will oversee/interact? If yes, please explain.

N/A

Do you have a business relationship with the county office, organization or institution over which the Board/Commission for which you are seeking appointment will oversee/interact?

N/A

I am interested in and willing to serve on the following Board(s), Commission(s), or Committee(s). Please list in order of preference.

**APPOINTED BY THE BOARD OF SUPERVISOR:**

- ☐ Board of Appeals for Building Code
- ☐ Southside Virginia Community College Board
- ☐ Crossroads Community Services Board
- ☐ Poplar Hill Community Development Authority
- ☐ Prince Edward County Industrial Development Authority
- ☐ Central Virginia Regional Library Board
- ☒ Prince Edward County Planning Commission
- ☐ Prince Edward County Social Services Board
- ☐ Piedmont Regional Jail Board
- ☐ Special Committee of the Board of Supervisors: \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**APPOINTED BY CIRCUIT COURT:**

- ☐ Board of Zoning Appeals

*By submitting this application to the County of Prince Edward, I hereby certify that all information contained herein is true and complete and I consent to the dissemination of this document to the general public. If appointed, I understand that I will be required to fully comply to the requirements of the Virginia Conflict of Interest Act, Virginia Freedom of Information Act and other applicable sections of the Code of Virginia.*



Signature

12/10/2021

Date


**Please Return Application To:**  
Prince Edward County Administrator's Office  
Post Office Box 382, 111 South Street, 3<sup>rd</sup> Floor  
Farmville, Virginia 23901  
Tel: 434-392-8837 -- FAX: 434-392-6683  
e-mail: [info@co.prince-edward.va.us](mailto:info@co.prince-edward.va.us)

NOTE: This application will be retained on file in the Prince Edward County Administrator's Office through December 31 of the year submitted. If you wish to be considered for future appointments by the Board of Supervisors, please file an application annually with the County Administrator's Office. Thank you.

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## Board of Supervisors Agenda Summary

**Meeting Date:** December 14, 2021  
**Item #:** 32  
**Department:** Board of Supervisors  
**Staff Contact:** Douglas P. Stanley   
**Agenda Item:** PPEA – Legal, Financial, and Engineering Review Services

### SUMMARY:

As part of the PPEA process the County will want to bring legal, financial, and engineering experts under contract to help us review of the application(s) and, potentially, development of contract(s). We have received a proposal from Hefty Wiley Gore for legal services. I have worked with Bill Hefty in the past and he is one of the top experts in the State on the PPEA process. They have proposed rates of \$400/hour or a flat fee of \$30,000 that would provide services through the development of a contract. We believe that the flat fee will be more economical at the end of the day. Legal services are exempt from the County's Purchasing Policies.

Pennoni has provided a proposal to provide an engineering review of the proposals. The proposal would review the Conceptual Phase of the unsolicited proposal submitted by Prince Edward County Infrastructure LLC and provide an opinion of its suitability and completeness in accordance with the Guidelines for the lump sum fee of \$7,500. They would also be available to review additional competing proposals if received. They have estimated that it would take 21 days to review the application which would allow it to be completed within the 45-day advertisement window.

I have worked with Pennoni in the past on review projects including reviewing a septage receiving facility design. In this case they have no connection with the project or other projects in the region. For professional services such as engineering, competition is not required for contracts less than \$20,000.

An agreement with Davenport is on the agenda as a separate item.

As part of the PPEA submittal, Prince Edward County Infrastructure, LLC has submitted a check in the amount of \$50,000 to offset review costs of the preliminary submittal to the County. This will help the County cover the costs of a significant portion of the legal, financial, and engineering evaluations. Please note that the legal proposal covers all work through contract execution.

### ATTACHMENTS:

Hefty Wiley Gore Proposal, Pennoni Proposal

### RECOMMENDATIONS:

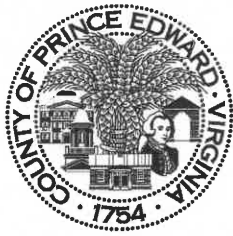
That the Board of Supervisors approve and authorize the County Administrator to sign contracts with Hefty Wiley Gore for legal services and Pennoni for engineering services.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Booth \_\_\_\_\_  
Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jones \_\_\_\_\_  
Pride \_\_\_\_\_

Townsend \_\_\_\_\_  
Wilck \_\_\_\_\_



**Board of Supervisors  
Agenda Summary**

**PROPOSED MOTION:**

I move that the Board of Supervisors approve and authorize the County Administrator to sign a contract with Hefty Wiley Gore for legal services and Pennoni for engineering services

**ALTERNATIVE MOTIONS:**

I move that the Board of Supervisors not approve and authorize the County Administrator to sign a contract with Hefty Wiley Gore for legal services and Pennoni for engineering services.

OR

I move that the Board of Supervisors table the request until \_\_\_\_\_ for further discussion.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Booth \_\_\_\_\_  
Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jones \_\_\_\_\_  
Pride \_\_\_\_\_

Townsend \_\_\_\_\_  
Wilck \_\_\_\_\_

# HEFTY WILEY & GORE, P.C.

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December 9, 2021

Douglas P. Stanley  
Prince Edward County  
111 N. South Street  
P.O. Box 381  
Farmville, VA 23901

Dear Doug:

This letter indicates the terms of our firm's agreement to represent the County regarding the unsolicited PPEA Proposal for Sandy River Reservoir Water Treatment and Distribution Project. The scope of work would be to advise the County on all matters relative to the PPEA process and procurement of a construction contract for the project including negotiating and drafting contract documents through the signing of a Comprehensive Agreement. We would meet as often as necessary with the County administration and Board of Supervisors to accomplish these tasks, since we feel having a close relationship with the client is critical. The attorneys from our firm that will be assigned to the representation are myself and Brendan Scott Hefty.

The parties agree that the representation will begin as of the date of this letter. The County agrees to pay our firm a fixed fee of \$30,000 for the representation. This covers all of our costs and expense. We feel that a fixed fee is better for both parties, as it gives the County a not to exceed budget number and encourages phone calls about small issues without incurring an additional expense. From our standpoint, it keeps us from having to keep track of hours. We will bill you in twelve (12) equal monthly installments beginning in January 2022. The representation may be terminated by either party at any time for any reason.

We do have one potential conflict that may or not be applicable. One of our clients is English Construction, which could possibly submit a competing proposal on this project. In the event that English does so, we would inform English that we would only represent the County. In such event, we would ask that both English and the Board of Supervisors formally waive the conflict. English has agreed to waive such conflicts in the past, and we feel confident they would do so in this case as well.

Douglas P. Stanley  
December 9, 2021  
Page 2

We look forward to working with the County on the projects listed above, and appreciate your willingness to retain our firm. If the County is in agreement, please sign below indicating such.

Very truly yours,



William H. Hefty

Agreed to on behalf of the County:

---

Douglas P. Stanley, County Administrator



December 8, 2021

Mr. Doug Stanley  
County Administrator  
County of Prince Edward, Virginia  
111 N South Street  
Post Office Box 382  
Farmville, VA 23901

**Re: Prince Edward County – Review of Unsolicited PPEA-Proposal  
Proposed 8 MGD Water Treatment Plant**

Dear Mr. Stanley:

This proposed letter contract is in response to your request to provide professional engineering and other services to review a Conceptual Phase (Part I) unsolicited proposal (PPEA-Proposal) recently submitted to the County under the Public-Private Education Facilities and Infrastructure Act (PPEA) of Virginia and the Prince Edward County Guidelines and Procedures (Guidelines) under PPEA as adopted July 8, 2008. A summary of the review will be provided by a letter report to the County Administrator and suitable for review by the Board of Supervisors to include an opinion of sufficiency of the Conceptual Phase PPEA-Proposal in accordance with the Guidelines and recommended next steps the County may take if the County chooses to carry the project forward.

An unsolicited proposal under the PPEA Guidelines is defined as a proposal that was not solicited directly by a formal Request for Proposals issued by the County. The PPEA law in Virginia requires the County to advertise for and receive competitive proposals if the County chooses in its discretion to accept the PPEA-Proposal for publication and such publication is a necessary condition before the County can award a contract based on the PPEA-Proposal.

The unsolicited PPEA-Proposal is titled the Sandy River Water Project and was submitted by a design-build team to include MEB General Contractors, Faulconer Construction Company, The Timmons Group, and McGuire Woods Consulting. Pennoni is generally familiar with each of these four firms through Pennoni's performance of water/wastewater related work for other clients within Virginia, but Pennoni has no opinion of any of the firms in any way that would influence our review or recommendation. Pennoni submits this proposal with the sole interest of being a representative of Prince Edward County to assist the County in determining the course of action that would be in the County's best interest as well as identify if the PPEA Proposer has complied with the requirements of the PPEA. Pennoni has a copy of Part I of the PPEA-Proposal, which references the existence of a "Volume II" which the Offeror has requested the County protect as Proprietary and Confidential. Pennoni does not possess nor has seen a copy of Volume II, and this review is limited to Part I. As described under Additional Services below, Pennoni will offer the County a separate proposal or amendment to this letter contract at a later time should the County request a review of Volume II.

Our review of the PPEA-Proposal will consider the following issues as described in the PPEA to the extent that such issues can be described in the Conceptual Phase (Part I):

- Would the award of the PPEA-Proposal reasonably offer the opportunity for more timely delivery or a more cost-effective approach than is likely if the County were to pursue a new 8 MGD design and construction project through a traditional design-bid-build approach?
- Could the award of the PPEA-Proposal lead to productivity or efficiency improvements in County processes or delivery of services?
- Could the award of the PPEA-Proposal increase financing options not otherwise available to the County or make possible a reduction of risk to the County by comparison to a Design-Bid-Build approach?
- Does the County have a need for the proposed project?
- Is the proposed project a “qualifying project” as defined by Code of Virginia §56-575.16.2? Will the project be significantly for public use?
- Does the PPEA-Proposal address benefits to the County for the project life cycle?
- Does the financial analysis in the PPEA-Proposal provide for a project that can be financially feasible?
- Is the use of the Guidelines consistent for procurement of other than professional services through “competitive negotiation” likely advantageous to the County as describe under Section V.B.2 of the Guidelines?
- Does the Conceptual Stage Proposal (Part 1) contain all of the information required by Section VI.A of the Guidelines?
- Determine if the Offeror has complied with the submission requirements of the Guidelines for the Conceptual Stage (Part I) to include:
  - Qualifications and licensing of the firms in the Offer;
  - Review the experience of the firms and their key officials described in Part I for suitability as evidence of ability to perform the proposed Work, and verify such experience through checking of the references identified in the proposal;
  - Review the listing of the firms’ projects and clients for the past 3 years;
  - Perform a general review of the financial statements offered; the County recognizes that Pennoni is not qualified to offer financial or accounting advice and if the County desires such advice it will seek such advice from a separate entity qualified in this discipline;
  - Review plan for obtaining sufficient numbers of qualified workers in all trades and crafts required for the project;
  - Review certifications and qualifications statements required by Guidelines Section VI.A.1.h;
  - Review worker safety programs;
  - Review project characteristics for sufficiency and viability at the Conceptual stage;
  - Review benefit and compatibility for sufficiency at the Conceptual stage.

If desired, Pennoni will make one in-person appearance and presentation of its letter report to the County staff or Board of Supervisors.

The County’s responsibilities will be the following:

- Solicit written comments from any affected jurisdiction as described by Section II.B of the Guidelines
- Determination of the applicability of public disclosure as described by Section II.D of the Guidelines
- Posting of any required public notices
- Determination if the County wishes to appoint an Oversight Advisory Committee pursuant to Section VIII.A. Should the County appoint a committee and desire that Pennoni provide support to the committee, fees for such services are not a part of this Proposal and would constitute an additional service.

- Provide Pennoni a copy of all current permits the County has received from state and federal agencies, to include an active Virginia DEQ Water Protection Permit, affirming the County's rights to withdraw water for treatment and potable use, and other permits prerequisite to the project proposed in the PPEA Proposal;

Pennoni's services in this letter contract does not include:

- Any representation of legal or financial advice;
- Review of Part II (also referred to as Volume II) of the PPEA Proposal, except by executed amendment to this letter agreement;
- Support to any Advisory Oversight Committee or stakeholder groups with interest in the PPEA-Proposal; or
- Review of any competing unsolicited proposals the County may receive in response to publication of the current unsolicited proposal.

### **Schedule and Compensation**

Pennoni will perform a review of the Part I Conceptual Stage submission as described above and provide an opinion of its suitability and completeness in accordance with the Guidelines for the lump sum fee of \$7,500 (Seven thousand five hundred dollars), provided such work is authorized by the County prior to January 31, 2022. The opinion will be in the form of a letter report and will be submitted within twenty-one (21) days of written authorization by the County.

Pennoni's key personnel in the review of the Conceptual Phase documents will be Tom Frederick, PE and Ron Mislowsky, PE, with Mr. Frederick leading the work and Mr. Mislowsky reviewing the work for quality assurance. Mr. Frederick is Pennoni's Water and Wastewater Practice Leader and is experienced and familiar with the Virginia PPEA laws; while having previously served as Executive Director of the Rivanna Water & Sewer Authority in Charlottesville VA, he led the development and adoption of PPEA Guidelines for that Authority as well as directed a solicitation for PPEA proposals for that agency. These services include an allowance for appearance at one meeting of the Board of Supervisors and presentation of the letter report if desired by the County.

### **Additional Services**

Should the County accept the Conceptual Phase PPEA Proposal for publication, Pennoni agrees to offer additional services to the County as the County may request and will perform those services subject to an agreed Amendment to this Agreement. Such services may include, but are not limited to the following:

- Review of Volume II of the PPEA-Proposal by the MEB team;
- Review of any competing proposals that the County may receive, to include developing selection criteria for County review and concurrence and application of the criteria to "score" all competing proposals and make a recommendation of the most meritorious proposal for County award of a Interim or Comprehensive Agreement; or
- Additional services the County may request as its representative in reviewing the Work for general conformity with the Comprehensive Agreement, to include but not limited to an independent review of Drawings and Specifications, submittals from manufacturers/suppliers, progress schedules, payment schedules and invoices, commissioning procedures or construction observation and management.

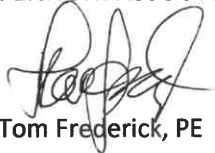
If the County desires a review of Volume II of the PPEA-Proposal or Part II of other competing proposals, Pennoni will provide a team of qualified personnel for the detailed engineering technical review of project layouts, site plans and other project details, to be led by Mr. Dan Barbato PE and Mr. Tim Daily PE. Both Mr. Barbato and Mr. Daily have over 30 years of professional experience in water and wastewater engineering to include significant experience in all phases of treatment plant planning, design and construction to include experience performing engineering services as a part of a Design Build team.

Brief resumes of the Pennoni personnel discussed above can be found in the attachments to this letter contract.

The work described above will be performed pursuant to the conditions defined by Pennoni's General Terms and Conditions, attached hereto as "Attachment A" and is made a part of this proposal. The scope of services for this Work, and the corresponding fee are shown above.

If this proposal is acceptable, please so indicate in the space provided below, the corporation, partnership, or other entity, authorized to transact business in the Commonwealth of Virginia, which will be a party to this agreement, provide the signatures of its authorized representative and return one executed copy. The executed proposal will serve as our agreement for professional services to be rendered and shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

**PENNONI ASSOCIATES INC.**



Tom Frederick, PE  
Associate Vice President  
Water/Wastewater Practice Leader

Enclosures - Attachment A – Terms & Conditions  
Resumes

Acknowledged and accepted this \_\_\_\_ day of \_\_\_\_\_, 2021.

By:	_____	_____
	Signature	Title
For:	_____	(    )
	Company Name	Phone Number



## PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.



11. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.
12. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
17. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
18. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Pennoni waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

LE01 12/2015



# Daniel Barbato, PE

## Vice President

### EDUCATION

BS, University of Delaware; Civil Engineering (1993)

AAS, Delaware Technical and Community College; Architectural Engineering Technology (1988)

### PROFESSIONAL REGISTRATIONS

Professional Engineer: DE (#11193, exp. 6-30-22)

Professional Engineer: MD (#31143, exp. 12-12-22)

Professional Engineer: FL #79743 (exp. 2-28-23)

Professional Engineer: PA #078092 (exp. 9-30-23)

### CERTIFICATIONS/TRAINING

Covid-19 Awareness, 360 Training, (#17518222)

Water Resource Engineering Designer: DE, DNREC (exp. 12-31-21, #4624)

Project Management Foundations, & Beyond the Basics, Pennoni (2016)

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

American Water Works Association

American Public Works Association

Delaware On-Site Wastewater Recycling Association

Delaware Association of Professional Engineers Council

New Castle County Resource Protection Area Technical Advisory Committee

### EXPERIENCE SUMMARY

Mr. Barbato serves as a Vice President in our Newark, DE office. His primary area of expertise has been in water and wastewater engineering. His background includes nearly 30 years of experience in the design, permitting, construction management, maintenance and operation of water and wastewater treatment plants, distribution systems, drainage systems, pumping stations, storage tanks, collection systems, production wells, and wastewater disposal systems. He is also experienced in ecological monitoring and restoration projects, including pond restoration and stream health monitoring. Mr. Barbato is familiar with utility financing, capital programming, rate design, and local, state, and federal water and wastewater regulations, as well as Federal and State grant programs.

### REPRESENTATIVE PROJECTS

#### Chicago Bridge and Iron - Garrison Oak Technical Park Design/Build Elevated Water Storage Tank, Dover, DE, (2014 - Present)

Project Manager and lead designer – Responsible for Chicago Bridge and Iron (CB&I) for the design/build of a 1.5-million-gallon elevated composite water storage tank for the City of Dover including preparation of project plans and specifications and permitting. Performed construction monitoring for client and interface with project owner.

#### New Castle Municipal Services Commission - School Lane PFC Treatment, New Castle, DE (2015)

Project Manager - Managed a fast-track design for removal of fluorinated hydrocarbons in the City's wellfield using granular activated carbon technology. Prepared detailed design plans for a 1,100 gpm GAC system including modification of existing equipment, new pumping systems, and site plans. Supported the client with USDA emergency grant applications and approvals and served as the engineer of record for the project.

#### Winterthur Museum - Water System Regulatory Compliance, Winterthur, DE (2010 - 2015)

Project Manager - Responsible for engineering support to the client for state and federal compliance efforts for compliance with the Safe Drinking Water Act compliance including Groundwater Monitoring Rule, Lead and Copper Rule, and Total Coliform Rule. Performed field investigations and compiled documentation to verify the community water system compliance. Gathered data on existing wells, piping, and treatment methods. Developed system plans and sampling plans. Interfaced with regulators to obtain reviews and approvals.

#### City of Newark - SCADA System Design, Newark, DE (2010 - 2013)

Project Manager— Prepared the basis of design and system architecture for a new SCADA system for the City's water system. Met with communications equipment vendors, City staff, operations personnel, and contractors to gather practical information on system design and implementation. Evaluated several communication options including spread spectrum radio, Wi-Fi network, and cellular phone. On-going support included integration of aged infrastructure into new automated facilities.

#### City of Newark - Newark Curtis Water Treatment Plant Filter Rehabilitation, Newark, DE (2012 - 2013)

Project Manager and Lead Designer— Executed the rehabilitation of the original three filters providing 3 MGD of water treatment capacity. Plans included underdrain retrofits filter to waste piping addition, and control modifications. Managed contractor work and daily activities, reviewed submittals, mediated contractor change order requests, reviewed payment requests, and provided startup and closeout support.



# Daniel Barbato, PE

## Vice President

### **Layne Christensen Company - Newark Curtis Water Treatment Plant Expansion, Newark, DE (2007)**

Project Manager and Lead Designer – Responsible for the design/build expansion of a 3 MGD water treatment facility to 5 MGD, requiring detailed piping and electrical plans for control modifications. Coordinated work with general contractor and subcontractors, managed fast-track construction and provided permitting, startup and closeout support.

### **Layne Christensen Company - Weatherstone Crossing Water Treatment Facility, Frederica, DE (2008)**

Project Engineer and Lead Designer - for 500 gpm groundwater treatment plant in Kent County, Delaware. Prepared and coordinated detailed construction plans and specifications and obtained permits for general contractor as part of a fast-track design/build team.

### **Harvey and Hanna Associates - Expert Review, Twins Spans Development, New Castle, DE (1998)**

Expert Reviewer - Provided technical review, expert opinion, and regulatory guidance related to water system plans for submission to the New Castle Municipal Services Commission. Assisted the client with presentations to the commission, assisted with resolution of construction-related issues, and provided technical support.

### **Town of Blades, DE - Expert Review, Client, Blades, DE (2008)**

Project Engineer – Provided expert review of Town Engineer comments on water supply measures required for a proposed development. Reviewed comprehensive plans, development plans, site geology, and Town Engineer comments and developed response to comments and prepared detailed reports with recommended water supply measures.

### **Town of South Bethany - TOC Removal Alternatives Analysis, South Bethany, DE (2006)**

Project Manager– Evaluated multiple treatment technologies for reducing total organic carbon and disinfection by-products for a 2 MGD groundwater treatment plant located in South Bethany, Delaware.

### **Town of South Bethany - Groundwater Treatment Plant, South Bethany, DE (2003)**

Project Manager – Executed the design and construction of a 1 MGD high-rate direct filtration plant for iron and manganese removal and managed the subsequent expansion of the plant to 2 MGD using flocculation and sedimentation. Plant design incorporated a zero-discharge approach for residuals management by recycling filter backwash.

### **Artesian Water Company - Activated Carbon Water Treatment Systems, New Castle, DE (1997 - 2004)**

Project Manager – Executed the fast-track design and construction of a 2,100 gpm and a 500 gpm activated carbon system for removing organic contaminants in the primary groundwater supply for a public water supply system. Projects included fast-track procurement and installation, as well as startup assistance.

### **Bayville Shores Community - Iron and Manganese Removal plant, Fenwick Island, DE (2004)**

Project Manager - Provided design and construction of a 1 MGD iron and manganese removal plant treating groundwater using aeration, flocculation, and sedimentation. Plant design involved extensive pilot testing and technology verification to address complexed iron from naturally occurring total organic carbon in the aquifer.

### **Cedar Landing Development - Ion Exchange Water Treatment System, Ocean View, DE (2000)**

Project Manager - Designed and managed the construction of a new 100 gpm iron removal facility using ion exchange. Provided liaison service to the community to facilitate communication between the utility, contractor, and customers.

### **Artesian Utility Development Inc. - Water Treatment Plant Rehabilitations, Middletown and Delaware City, DE (2002)**

Project Engineer - Provided consulting service to manage the rehabilitation and upgrade of existing municipal water treatment facilities. Rehabilitated pressure filters, replaced filter media, upgraded pumps, added chemical feed systems, and added controls and automation systems.

# Tim Daily, PE

## Senior Engineer

### EDUCATION

BS, Chemical Engineering; The Pennsylvania State University (1979)

BS, Pre-Med; The Pennsylvania State University (1975)

### PROFESSIONAL REGISTRATIONS

Professional Engineer: PA (#042420, exp. 9-30-21)

Professional Engineer: NJ (#24GE03694600, exp. 4-30-22)

Professional Engineer: DE (#16041, exp. 6-30-22)

Professional Engineer: FL (#82012 exp. 2-28-23)

### CERTIFICATIONS/TRAININGS

Technical Manager 1, Pennoni (2015, no exp.)

Covid-19 Awareness, Pennoni (2020, no exp.)

### PROFESSIONAL AFFILIATIONS

American Institute of Chemical Engineers

Water Environment Federation

### HONORS/AWARDS

NA

### EXPERIENCE SUMMARY

Mr. Daily serves as a Senior Engineer in our Municipal Division with more than 35 years of experience in the design and installation of municipal and industrial water and wastewater systems and facilities. His experience includes project management, process system development and design, equipment and material selection and specification writing, process and system trouble shooting, system and building arrangements, water system design and hydraulic modelling, and technical and operation and maintenance manual (O&M) writing. SCADA and process controls experience includes control system integration, instrumentation selection and specification, PLC/DCS control, operator interface design, and their control systems' installation. He has started-up and commissioned over forty treatment systems.

### REPRESENTATIVE PROJECTS

#### **WASTEWATER TREATMENT PLANT DESIGN**

##### **Educational Testing Service - Membrane Bioreactor (MBR) Wastewater Treatment Facility, Lawrenceville, NJ (2015 – Present)**

Process/Project Engineer - Provided project management, process engineering, permitting, and mechanical design services for the design and permitting of an 80,000 GPD membrane bioreactor wastewater treatment plant with nutrient removal for 3,000-person office campus. The MBR reactor was selected to upgrade a conventional activated sludge system to meet a new nitrate limit and minimize disruption to the existing system. Provided an evaluation of the existing system upgrade, project planning, MBR system supplier selection, NJDEP TWA permitting, process engineering, mechanical installation drawing preparation, and installation specifications.

##### **Kent County - BNR Treatment Plant Expansion, Kent Co., DE (2013 – 2015)**

Project Engineer - Provided process and project engineering support for the BNR upgrade of an existing 15 MGD treatment plant. The treatment plant upgrade consisted of new secondary clarifiers, new effluent filters, chemical feed upgrades, new clarifier mechanisms, and chemical feed upgrades.

##### **City of Scranton - BNR Expansion, Engineering Support, Scranton, PA (2010 – 2015)**

Project Engineer - Provided process and project engineering support for the BNR upgrade of an existing 15 MGD treatment plant. The treatment plant upgrade consisted of new primary clarifier, scum processing, conversion of the activated sludge process to the Bardenpho process, and chemical feed upgrades.

##### **Morrisville Municipal Authority – WWTP Upgrade Concept Design and Estimate, Morrisville, PA (2015)**

Process Engineer - Provided process and project engineering for a Feasibility Study and Conceptual Design for the treatment plant capacity and treatment upgrade. The capacity increase was from 7.1 MGD to 10 MGD. The treatment upgrade was the addition of nitrification. The study considered the alternatives of either upgrading the existing treatment system or building a new treatment system. A cost estimate was completed for both alternatives. The Concept Design advanced the treatment system design for a third alternative location and the cost estimate was revised based on the Conceptual design.

#### **WATER SYSTEMS AND WATER BOOSTER PUMPING**

##### **City of Newark – Chemical Feed Process Engineering, Curtis Water Plant Upgrade, Newark, DE (1/17 – Present)**

Process Engineer - Provided process and controls engineering for the installation of sodium hydroxide, sodium hypochlorite, polymer, and sodium fluoride chemical feed systems. Provided Process and Instrument Diagrams, instrument selection, and process controls electrical interconnection diagrams.





**Morrisville Municipal Authority – Effluent Filter Study/Design, Morrisville, PA (2015)**

Process/Project Engineer - Provided process engineering for the design oversight for the automation of a 6.0 MGD drinking water filter plant and installation of a SCADA system. The control work was designed to be completed in three phases to minimize disruption and assure operability of the system. The control system consisted of a series of PLC controllers communicating with an Ethernet network. The SCADA system communicates directly with the PLC and has radio communication with two remote water towers. The SCADA system and controls automation allows for un-manned operation from 11pm to 7am.

**Northampton Township, Bucks County, Authority – Chlorination Conversion, Northampton Township, PA (9/16 - Present)**

Process - Project Engineer - Provided process and project engineering for the conversion of 17 gaseous chlorine feeds to sodium hypochlorite. Provided metering pump and storage tank sizing, project planning, instrument selection, controls integration, installation drawings, project specifications, and bidding and installation assistance.

**Morrisville Municipal Authority - Water Booster Station and Storage Tank System, Morrisville, PA (2014 – 2015)**

Project Engineer - Provided project engineering, permitting, and process engineering and mechanical design services for a new 4,200 GPM finished water storage and booster pump station. The station consists of a 2.5-million-gallon storage tank and booster pump station. The system is being constructed on a former automobile junk yard, which needed to be remediated as part of the project. As part of the bid package, provided SCADA, instrument, and control design and specifications.

**Kalahari Waterpark and Conference Center - Water Booster Station and Storage Tank System, Tobyhanna, PA (2013 - 2015)**

Project Engineer - Provided project engineering, permitting, process engineering and mechanical design services for a new 2,100 GPM finished water storage and booster pump station and 350 GPM transfer station. The transfer station is designed to transfer finished water through a seven-mile force main to the facilities storage tank. The distribution station consists of a 1.0-million-gallon storage tank and booster pump station. Provided SCADA, instrument, and control design and specifications.

**Morrisville Municipal Authority - Filter Automation, Morrisville, PA (2005 - 2006)**

Project Engineer - Provided process engineering and design oversight for the automation of a 6.0 MGD drinking water filter plant and installation of a SCADA system except for flow paced chlorination, the existing plant had no automatic controls. The control work was designed to be completed in three phases to minimize disruption and assure operability of the system. The control system consisted of a series of PLC controllers communicating with an Ethernet network. The SCADA system and controls automation allows for un-manned operation from the hours of 11pm to 7am.

**DESIGN BUILD**

**United Water - Chemical Feed Design Build, Newark, DE (2014)**

Process/Project Engineer - Provided process, mechanical, and controls engineering and start-up services for a design build project at the United Water Plant. The project consisted of the procurement and installation of a new sodium bicarbonate dry feeder system and a new PLC control panel to control the dry feeder system and chemical feed pumps.

**FPL Energy - Solids Forwarding Design / Build Project FPL Energy, Marcus hook, PA (2010 - 2011)**

Project Engineer - Provided process, mechanical, and controls engineering and start-up services for this 4.5-million-dollar design build project. The project consisted of the procurement and installation of three process skids, chemical feeders, and the running of over a half mile of pipeline throughout an operating gas combines cycle electrical power plant.

**U.S. Army Corps of Engineers (USACE) Baltimore District - Water Reclamation System, Aberdeen, MD (2000 - 2002)**

Process/Project Engineer - Coordinated the design for the 0.5 MGD Canal Creek groundwater treatment system and completed concept design for mechanical process equipment, plumbing, fire protection, and HVAC. Developed system equipment list and specifications for a VOC ion exchange resin system and VOC thermal oxidizer. Developed equipment arrangement, force main routing, process and instrumentation diagram (P&ID), hydraulic profile, and building renovation drawings. Worked with estimating department to develop installed cost estimate. Responsible for review and quality assurance/quality control (QA/QC) of the design submittal discipline sections for completeness. Provided equipment selection, specifications and HVAC design for turnkey system. For a treatment system pilot plant, developed equipment list, reactor vessel design, process schematics, and steam handling.

# Thomas Frederick, PE

## Associate VP & Director of Water/Wastewater Practice

### EDUCATION

BS, Civil Engineering; North Carolina State University (1978)

Graduate Coursework: Public Administration, University of North Carolina

### PROFESSIONAL REGISTRATIONS

Professional Engineer: NC (#015794, exp. 12-31-21)

### CERTIFICATIONS/TRAINING

Risk and Resilience for Water Utilities, AWWA (2019, no exp.)

Emergency Planning, AWWA (2019, no exp.)

Cybersecurity in the Water Sector, AWWA (2019, no exp.)

### PROFESSIONAL AFFILIATIONS

American Water Works Association

Water Environment Federation

Water Leaders Group (2014-2016)

Appointed to Virginia Governor McAuliffe's Executive Order 52 Implementation Task Force (2016)

Eastern Virginia Groundwater Management Legislative Advisory Committee, (2016-2017)

Board of Directors for Virginia Water/Waste Authorities Association (2005-2017), President (2009-2013), Immediate Past President/Treasurer (2013-2017)

Board of Directors for Virginia Association of Municipal Wastewater Agencies (2005-2017) Secretary (2012-2017)

Board of Directors, North Carolina One Call (1999-2001)

### EXPERIENCE SUMMARY

Mr. Frederick services as Director of Water/Wastewater and is Associate Vice President and is responsible for the overall coordination of the company's engineering services to clients within the drinking water and wastewater industry, to include reuse water and water resources.

His responsibilities include developing a vision and strategy for Pennoni's water/wastewater services, a comprehensive business plan for those services, understanding client needs and assurance of client satisfaction, business development, optimizing utilization of staff resources for client needs and efficiency, and serving as program manager for select projects.

Mr. Frederick's qualifications as a successful water utility executive for multiple companies uniquely positions him to offer customized management services to water and wastewater clients, to include governance, benchmarking, leadership development, capital improvement planning and strategic planning. He is also experienced in risk assessment and management, resiliency, and public communications and is himself an accomplished public speaker.

### REPRESENTATIVE PROJECTS AT PENNONI

#### City of Pinellas Park FL - Potable Water, Wastewater and Reclaimed Water Master Plan

Project Manager – Developing utilities master plan for City of 53,000 to include water distribution, wastewater collection and pumping, and reclaimed water distribution.

Planning includes growth projections, hydraulic modeling, recommending capital improvements, asset rehabilitation and replacement plan, risk analysis, climate change impacts and resiliency, and financial planning.

#### Borough of Berlin NJ and Pine Hill Municipal Utility Authority NJ

Project Manager – Performed risk and resilience assessments of two water utilities in New Jersey under AWWA J100 Standard and the Americas Water Infrastructure Act of 2018 and updated the Emergency Response Plans for the two utilities. The assessments included defining critical assets, natural hazard threats, malevolent act threats, quantitative risk assessment pairing asset with threats, risk mitigation plan, and cybersecurity practice review.

#### Town of Strasburg VA, Water and Sewer Rate Study

Principal-In-Charge and Project Manager – Assisted client with limited funds in

prioritizing needs into a limited rate study for water and sewer funds, reviewed Town's billing and financial data, assisted client in developing of a 10-year CIP and short-term asset replacement schedule, forecasted future flows, identified revenue requirements and 10-year rate needs, prepared options for minimum charges per account, summary report, presentation to Town Council's Finance Committee.

#### Town of Edinburg VA, USDA Funding for WWTP Upgrade

Principal-In-Charge and Project Manager – Reviewed preliminary design, reviewed USDA funding requirements, rewrote previously drafted preliminary engineering report for USDA-required format, oversaw UV disinfection evaluation, prepared financial data, assisted client in preparing USDA application for grant funds.





# Thomas Frederick, PE

## Associate VP & Director of Water/Wastewater Practice

### OTHER REPRESENTATIVE EXPERIENCE

#### **Loudoun Water, Ashburn, VA**

As Deputy General Manager, provided high level leadership oversight to Operations & Maintenance and Engineering Divisions for 265-employee water utility serving 220,000 people in one of the five fastest growing counties in the nation, in the Greater Washington DC area. Emphasis areas included construction of new water treatment facility, master planning for water reclamation facility and reclaimed water expansions, asset management development, and DC regional cooperation to include resiliency and emergency preparedness.

#### **Rivanna Water/Sewer Authority & Solid Waste Authority, Charlottesville, VA**

As Executive Director, served as chief executive appointed jointly by two seven-member Boards of Directors providing leadership and direction for organization of 92-employees providing wholesale drinking water supply and treatment, wholesale wastewater transmission and treatment, and selected solid waste services for the County of Albemarle and City of Charlottesville, VA, serving a population of approximately 120,000 citizens.

Navigated highly complex and labyrinthine political environment to obtain permits for long term water supply and completed design and construction of the first phase of the plan as a new earthen dam and water supply reservoir expansion. Developed comprehensive and proactive public communications and public involvement strategy and served as media spokesperson. Improved retained earnings by over \$40-million resulting in rating upgrades by both Standard and Poor's and Moody's Financial Services. Established aggressive capital improvement plan identifying over \$200 million in asset improvements to include nutrient removal, energy recovery, wet weather management, end-of-life asset replacement, and odor control for wastewater transmission and treatment, and providing for granular activated carbon filtration for drinking water treatment. Directed development of probability-based Drought Management Program using hydrologic historical data. Directed the implementation of a corrective action plan to contain groundwater contamination from a closed landfill, restoring the confidence of former plaintiffs from a well-publicized lawsuit. Developed PPEA guidelines for Authority and managed PPEA solicitation process for dredging a water supply reservoir.

#### **Finkbeiner, Pettis & Strout, Inc. (Acquired by Arcadis, US) Greensboro, NC**

As Project Manager for a 325-employee private sector consulting firm, managed and directed various teams of professional staff in engineering and utility management services for water and wastewater utilities. Projects include pipeline and pumping improvements, pipeline rehabilitation, treatment plant studies, rate studies, financial and capital improvement planning, utility policy development, utility business planning, security assessments, and emergency response planning. Directed firm's first water sector security vulnerability assessment in 2002 and firm's first design contract for water main rehabilitation using in-situ epoxy lining in 2003. Certified through Sandia National Laboratories as instructor and taught several two-day comprehensive seminars on Risk Assessment Methodology for Small to Medium Sized Water Utilities.

#### **City of Asheville, NC**

As Director of Water Resources, managed a city department of 106 employees providing drinking water service to over 44,000 utility accounts serving over 110,000 citizens. Served as chief executive liaison to a multi-jurisdictional nine-member Regional Water Authority policy board created by interlocal agreement among three municipal governments. Reorganized department achieving significant cost savings, developed department's first asset management plan for comprehensive water main rehabilitation program, oversaw construction of new regional water plant, increased Water Fund retained earnings by \$5 million in 3 years, and obtained \$8.7 million in state grant funds for water system rehabilitation and watershed protection.

#### **City of Monroe, NC**

As Director of Water Resources, directed a department of 40 employees serving 24,000 people in water and wastewater services in a rapidly growing area of the greater Charlotte metropolitan area. Administered aggressive capital improvements program including expansions of both water and wastewater plants and developed an inflow/infiltration reduction program and oversaw rehabilitation and replacement projects for the sanitary sewer transmission system. City was recognized in 1997 by EPA Region 4 as best operated medium-sized tertiary wastewater treatment plant in southeastern United States.





# Ronald Mislowsky, PE

## Senior Engineer

### EDUCATION

BS, Civil Engineering; Virginia Military Institute (1981)

### PROFESSIONAL REGISTRATIONS

Professional Engineer: VA (#0402020674, exp. 1-31-22)

Professional Engineer: WV (#18159, exp. 12-31-22)

### CERTIFICATIONS/TRAINING

Project Management, Pennoni (2015, no exp.)

Covid-19 Awareness, Pennoni (2020, no exp.)

### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Winchester Economic Development Authority, Vice Chairman

Winchester Community Development Committee

### HONORS/AWARDS

Award, Organization Presenting (Year)

NA

### EXPERIENCE SUMMARY

Ronald A. Mislowsky, PE is Associate Vice President and Senior Engineer for our Winchester, VA office. His responsibilities include the coordination of all the marketing, sales, operational and financial oversight for the Winchester based projects, and directing the activities of a staff of engineers. He has successfully managed design projects in the areas of residential, commercial and industrial land development and site planning; stormwater conveyance and detention; transportation planning and design; and municipal sewer and water improvements. He is a graduate of The Virginia Military Institute with a Bachelor of Science in Civil Engineering and after graduation served in the United States Navy as an officer in the Submarine Forces. Ron is a Licensed Professional Engineer.

With 30 years of engineering experience, his work routinely receives approval from the local jurisdictions in which he works, the VA Department of Transportation, Corps of Engineers, the VA Department of Environmental Quality, the VA Department of Conservation and Recreation and other agencies regarding utility extensions, stormwater management, floodplain impacts, and roadway functional design and level of service determinations.

Ron is a member of the American Society of Civil Engineers, the Virginia Society of Professional Engineers and the Top of Virginia Home Builders Association. He is Chairman of the City of Winchester Economic Development Authority and Chairman of the City's Community Development Committee. He also served for six years on the Winchester School Board.

### REPRESENTATIVE PROJECTS

#### Caldwell Santmyer Construction Company - John Kerr Elementary, Winchester, VA

Civil Project Manager – Oversaw development plans for this new 94,510 SF school constructed under the PPEA process. Mr. Mislowsky was responsible for all aspects for the development process from Comprehensive Plan amendment, rezoning and subdivision through final site plan approval and construction support. The project needed to be coordinated with the City of Winchester design and construction of a major arterial, Meadow Branch Ave that would provide the only access to the site. Mr. Mislowsky worked closely with the Winchester School Board and staff, the PPEA development team, the City and their engineer to ensure that each project completed the other and provided for the orderly extension of utilities and stormwater conveyance systems. After working out a building floor elevation that would balance the site earthwork and provide for smooth access from Meadow Branch Ave, the major design issue was how to control runoff and provide treatment to meet the City and State requirements. The site is in a karst region and the geotechnical evaluation identified that infiltration was not an option. Mr. Mislowsky oversaw the development of an intricate plan of 5 bioremediation filters and forebays to control runoff and provide the required treatment. Mr. Mislowsky has represented the project through all meetings and presentations to the City and School staff.

#### Fluor Corporation - Procter and Gamble Manufacturing Facility, Berkeley County, WV

Civil Project Manager – Responsible for a new P&G Manufacturing Facility which includes manufacturing, warehousing and administrative spaces of 2,900,000 sf on a 458-ac site. The design included railcar storage and unloading area, 700 trailer storage spaces, parking for over 1100 employees on three shifts, onsite water and sewer facilities including three sewage pump station. Pennoni was contract by the Construction Manager Fluor Corp to provide the necessary civil design plans. Mr. Mislowsky has worked closely with Fluor and Procter & Gamble personnel to establish a workable plant finish floor elevation and determine how best to deal with the 4,000,000 CY of material which will result from earthwork operations. The major design issue has been how to control runoff and provide treatment to meet the County and State requirements. The site is in a karst region and the geotechnical evaluation identified at least 13 existing/active sinkholes. So, infiltration was not an option. Further, the downstream storm sewer system was not adequate for the calculated pre-development flow rates, even with the application of a karst reduction factor. Mr. Mislowsky oversaw the development of an intricate plan of large pond, micro pools and forebays to control runoff and



# Ronald Mislowsky, PE

## Senior Engineer

provide the required treatment. The plans were completed within 5 months and submitted to the County meeting the required deadline. Mr. Mislowsky has handled all meetings and presentations to the County and Sanitary District residents.

### **Dominion Energy VA - Power Energy Plant, Warren County, VA**

Civil Project Manager - Working with Dominion Energy on plans and approvals for a new 1200-megawatt power station. He worked with DVP through site feasibility, preparation of applications, exhibits and reports to support the Conditional Use Permit application, water and sewer evaluations to establish necessary improvements to meet the peak flow demands of 600,000 gpd, grading and erosion control plans to allow pre-grading of the site and providing for a balanced earthwork condition, State road improvement and utility relocation plans necessary to allow full use of the property and design of conveyance systems for industrial waste discharge to the Town of Front Royal sewer system. He continues to work with DVP on design changes as required to accommodate service providers.

### **Town of Strasburg - Route 11 North Force Main Evaluation, Strasburg, VA**

Project Manager - As a part of the Island Farm subdivision design, the Town required an evaluation be completed to determine the capacity of the existing six-inch force main serving properties along Route 11. Mr. Mislowsky was the project manager, working with the Town and other consultants to compile data on the developments and pump stations involved, supervising the completion of the evaluation and working with the Town and DEQ on review and approval. While DEQ did perform a detailed review of the Report, they were not able to provide final approval due to staff and policy changes.

### **Village at Middletown - Pump Station and Force Main, Middletown, VA**

Project Manager - Responsible for design of this residential subdivision which included gravity sewer and a suction lift station, with associated force main, to serve 207 residential units and an existing restaurant. The project included an evaluation of the capacity of the downstream gravity sewer to satisfy DEQ as to the feasibility of the project as well as negotiating with DEQ a lower equivalent residential connection flow rate that was used for design of the pump station. This project received approval by the Town and DEQ.

### **Summit at Oxbow Village - Pump Station and Force Main, Strasburg, VA**

Project Manager - Responsible for this 180-lot residential subdivision requiring two duplex grinder pump stations each serving 90 single family homes. The project also included a redesign of the Oxbow II pump station and a re-analysis of the sewage flows to that existing station to verify adequacy of design. These stations received approval by the Town and DEQ.

### **Sewage Treatment Plant Upgrades, NSA, South Potomac Indian Head, MD**

Mr. Mislowsky provided Design Quality Control Review of the design-build RFP Preparation for the major renovation and expansion of the treatment plant. Mr. Mislowsky reviewed scope of work tasks that included Meetings; Sewage Treatment Plant Equipment Assessment Report; Characterization of Waste Streams Entering the Plant; Preparation of the Request for Proposal for Design/Build Services; and Basis of Design for Enhanced Nutrient Removal Study. Lead Treatment Engineer for follow on PCAS services. This task was performed under an IDC with NAVFAC Washington.

### **US Naval Academy - Waste Water Treatment Facility, Annapolis, MD**

Mr. Mislowsky provided Design Quality Control Review of the team conducting an alternatives analysis regarding the wastewater treatment processes at the US Naval Academy. He reviewed the team's comparison and documentation for three distinct diversion options where the wastewater would be diverted to either the Anne Arundel County treatment works, or the City of Annapolis treatment works versus upgrading the existing wastewater treatment plant to meet Enhanced Nutrient Removal (ENR) standards being implemented for facilities in the Chesapeake Bay watershed. The selected alternative is being taken to the 15 percent design stage.

### **Town of Strasburg, Various Projects, Strasburg, VA**

During the past 20 years Mr. Mislowsky has worked on a wide variety of projects for the Town of Strasburg. Among them are the following: Wastewater Treatment Plant - Retrofit of Headworks, Retrofit of Solids Dewatering Facilities, Upgrade of Influent Pumping Station, Sludge Management and Disposal Plan, Wastewater Collection System- Strasburg Interceptor Project and the Water Treatment Plant -Improvements to River Impoundment and Intake





**PRINCE EDWARD COUNTY  
BOARD OF SUPERVISORS**

SUPERVISORS  
BOARD MEETING

June 16, 2009  
7:00 P.M.

**A G E N D A**

1. The Chairman will call the Special Meeting to order.
2. Introductions  
W. W. Bartlett, County Administrator
3. PPEA: A County Perspective  
Mike Johnson, Southampton County Administrator
4. Independent Review of PPEA Proposal by Wiley|Wilson  
Tim Slaydon, PE, Wiley|Wilson  
Document Attachment: [Wiley|Wilson Review of PPEA Proposal](#) (313 kb)
5. Legal Overview  
Randall C. Allen, Attorney, Randall C. Allen, PC
6. Financial Overview  
Jimmy Sanderson, Davenport & Company
7. PPEA Proposal Presentation  
Crowder Construction / Draper Aden Associates  
Document Attachment: [Draft Interim Agreement](#) (250 kb)  
Document Attachment: [Power Point Presentation](#) (1.65 MB)
8. Next Steps  
Negotiate an Interim Agreement

June 16, 2009

At the special meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday the 16<sup>th</sup> day of June, 2009; at 7:00 p.m., there were present:

William G. Fore, Jr.

Sally W. Gilfillan

Robert M. Jones

Charles W. McKay

Howard F. Simpson

Lacy B. Ward

Mattie P. Wiley

Absent: James C. Moore

Also present: Wade Bartlett, County Administrator; Jonathan L. Pickett, Director of Planning and Community Development; Mike Johnson, Southampton County Administrator; Tim Slaydon, PE, Wiley/Wilson; Randall C. Allen, Attorney; Jimmy Sanderson, Davenport & Company; Carlos Norris, Crowder Construction; Dane Hall, Crowder Construction; Fred Pribble, Draper Aden Associates; Cheryl Stephens, Draper Aden Associates; Mike Larson, Crowder Construction; Lynell Stanhope, Crowder Construction; Jeff Kapinos, Draper Aden Associates; and Anne Urenda, Draper Aden Associates.

Chairman Fore called the meeting to order as a work session for the Board to learn more about the Sandy River Reservoir Water Treatment and Distribution System, which is a PPEA project.

In Re: PPEA: A County Perspective

Mr. Wade Bartlett, County Administrator, said the objective of the meeting is to hear about the project, provide information for the Board and the public, he said no decisions will be made to sign an agreement, but there may or may not be a decision to move forward with the process.

Mr. Bartlett made the introductions and turned the floor over to Mr. Mike Johnson, Southampton County Administrator.

Mr. Johnson gave an overview of Southampton County's current PPEA project on a sewer plant. He said based on the forecast of 5,000 new homes over the next 20 years, the County knew that

infrastructure would be necessary in designated growth areas. He said in addition to the residential growth, a new 750 pupil elementary school was under construction, and plans were developed for a 230-acre industrial park. He reviewed the three-year process Southampton County had taken to determine the infrastructure necessary to serve the designated growth area, to design, permit and build a wastewater treatment plant. Mr. Johnson said the PPEA is a procurement tool. He stated some of the benefits of this process compared to the old design-bid-build process are:

- 1) speed, because of the collaboration between the designer and contractor, significant time can be saved as compared to the old process;
- 2) one point of contact – in the old process, if problems occurred during construction, the contractor would blame the designer and/or engineer and vice versa, placing the County in the middle, but in a PPEA, the designer and contractor are on the same team; and
- 3) in his experience, once the comprehensive agreement is reached, there is a fixed price with no change orders.

Mr. Johnson said it is a new, alternative tool to procure services and products, and there are a lot of opportunities to stop the process. He said the process can be stopped after the conceptual proposal, after the detailed proposal, or after the draft agreement.

Discussion followed on feasibility and cost.

Supervisor Moore entered the meeting at 7:25 p.m.

In Re: Independent Review of PPEA Proposal by Wiley/Wilson

Mr. Tim Slaydon, PE, Wiley/Wilson, said the firm was retained by Prince Edward County to conduct a higher planning review to assist the County in determining project characteristics, conceptual plan, schedule, and if financing was reasonable and appropriate. He said the conclusion is the proposal is sound enough to be used as a starting point. The County can proceed with the development of an interim agreement, which will define in greater detail what the scope of work will be, the cost, and defines the risk. Mr. Slaydon said the technical aspects of the proposal are sound and defined well with sufficient detail to the level of planning intended. The cost estimates of the intake, plant, water transmission facility, tank and

pump stations are 12% of their estimates – Wiley/Wilson were a bit higher. The durations and sequencing of the various components of the work are reasonable, as well as the risk of potential delays, and potential price increases, and the assignments of those risks between parties. He said some issues were found that need clarification, such as the time estimated for the Virginia Department of Health processing. He added the intended water service area and the demands within that service area are uncertain. The scope of the project is significantly sensitive to the service area it is proposed to serve. Mr. Slaydon said that it is typical of any water project, during the initial years, a low demand will cause the water in the pipes to be “old,” but this issue can be managed, and that some technical issues need to be defined, such as total organic carbon treatment issues, intended service area, number of connections, a plan to manage water age, a plan to develop revenues for financing the project, and others.

Mr. Slaydon said the goals for the PPEA team will need to be identified, for the County and the design-and-build team, and said again that the proposal is sound enough for Prince Edward County to use as a starting point for the development of the interim agreement.

Discussion followed regarding the Health Department and its unfamiliarity with the PPEA process.

Supervisor Ward said the Wiley/Wilson report states, “Nothing in the PPEA proposal states that the project is economically feasible for the County ... suggesting a third-party determine economic feasibility.” Mr. Slaydon said the service area was not clearly defined, therefore the revenue coming from the service area was not defined. Assumptions within the PPEA proposal were that there would be adequate rates and charges necessary. Within the proposal itself, economic feasibility was assumed but not addressed. Further discussion followed.

#### In Re: Legal Overview

Mr. Randall C. Allen, Attorney, specializing in construction law and public procurement, gave a brief overview of his qualifications. He said the PPEA exempts the County from the Virginia Public Procurement Act in a large part, and allows the use of “design-bid-build” without going through the cumbersome procurement process that used to apply to any design-build or construction management projects in Virginia. He then said the PPEA process offers a great deal of flexibility and can be applied to

virtually any public purpose. Mr. Allen discussed the design-bid-build system and said the design is fully mature before it is advertised for construction bid. He reviewed benefits and disadvantages to the system. He then reviewed the comprehensive agreement and the interim agreement.

#### In Re: Financial Overview

Mr. Jimmy Sanderson, Davenport and Company, reviewed the general financing markets, and said municipal markets are becoming more stable. He discussed potential revenues from the project and projected tax rates.

Supervisor Simpson asked about the difference in the interest rates from the first presentation until the current time. Mr. Sanderson said the interest rate had been at 6% and is currently approximately 4.5%.

Supervisor Ward said potential customers and income has yet to be identified, and asked if there is no customer base, how the County may “impress” the lending institutions. Mr. Sanderson said it is a matter of the credit to be used. He said in many cases, “the locality that is pursuing a project will stand behind the debt, whether you are producing sufficient revenue from the enterprise is irrelevant to the investor, they will be looking to the county as a whole to make the debt payments.” Supervisor Gilfillan asked for clarification on Mr. Sanderson’s opinion in acting as the County’s financial advisor, “you feel that it’s critical that we have an identified service area.” Mr. Sanderson said that the County should understand what the potential revenues are or are not going to be, and what the credit of the project will be.

Mr. Bartlett said the benefits and disadvantages have been discussed, and a number of questions will be answered by Crowder Construction. He added the third-party financial analysis will be provided by Davenport, and the service area is a critical area that must be determined, and is a key component in the interim agreement. That will set forth the size and scope of the project, which in turn relates to the cost of the project.

Mr. Bartlett said the goal of the meeting is to determine if the County wishes to go forward with negotiating an interim agreement. It is during the interim agreement that these questions will be answered and identified. He said a conclusion to the agreement may not be reached if the Board isn’t satisfied with the answers. Supervisor Ward said that nothing in the PPEA proposal states that the project is economically feasible for the County. He asked if this issue will be addressed prior to any further votes.



Mr. Bartlett said that during the interim agreement phase, the financing risk to the County would be identified.

In Re: PPEA Proposal Presentation

Mr. Fred Pribble, Vice-President of Draper Aden Associates, said Crowder Construction and Draper Aden Associates were there to help the County meet its established long term goals to provide water to the community, protect the environment and meet the demands of the customers now and in the future. He said if there hadn't been a drought in 2002, it may not be necessary to develop a water supply but it is a perfect time as the County is planning for the future and preparing for the next drought. He then reviewed the interim agreement benefits and the conceptual design proposal. Mr. Pribble discussed options available to the project, such as the possibility of connections to Hampden-Sydney, Crewe, and Burkeville, and other potential partners.

Supervisor Ward asked for clarification regarding need for an emergency line to the Town of Farmville. Mr. Pribble said due to the drought and very low flow situations in the Appomattox River over the past few years, the Town of Farmville had been looking for alternative supplies of water. If there is a severe drought, it is critical to the economy of the region as well as to the hospital and university, and the water is available at the Sandy River Reservoir. Supervisor Ward asked if the Town of Farmville is anticipated to help with the cost of the emergency line. Mr. Pribble said there is the option of having a connection at a point where they could connect. Supervisor Ward then asked about Hampden-Sydney; Mr. Pribble said there has been discussion, but to his knowledge, there are no contracts at this time. He said all of the options will be resolved in the interim agreement, and the scope of work and cost will be determined.

Mr. Pribble then reviewed the conceptual budget and concerns to be addressed.

Supervisor Ward asked about the potential customer base and possible other localities wishing to join the Authority. He said the Town of Farmville was not interested, and ten years ago, Poplar Hill was going to build approximately 1,100 houses, but there are none there. He said it is an expensive proposition.

Mr. Pribble reviewed three financial options, and said more options may arise. He added that sampling of the Sandy River Reservoir would continue throughout the interim agreement, which would

minimize or eliminate some of the pre-treatment requirements, and would be a major cost savings to the overall project. Discussion followed on the proximity of the old landfill to Sandy River Reservoir.

Supervisor Gilfillan asked about the costs to the County during negotiations of an agreement and the signing of an interim agreement. Mr. Pribble said there is no cost to the County until the interim agreement is signed and then it is an agreed-upon amount in the interim agreement. He said it is in the process of the interim agreement where all the questions are answered. Supervisor Gilfillan then asked if local businesses will be contacted for doing work on the project; Mr. Norris said it is their intention. Further discussion followed.

Supervisor Gilfillan asked about the overlay district. Mr. Bartlett said while the overlay district is connected to the project, it is a completely separate issue. It is used to help protect the quality of the water in the future, and is not necessary to be complete prior to the County entering into an interim agreement. Mr. Bartlett added the Citizen Committee of the Planning Commission has submitted recommendations; the Planning Commission will review the recommendations of the committee and will then come to the Board.

Supervisor Gilfillan asked how long it may be until the interim agreement is signed. Mr. Allen said it could be a quick process.

Mr. Bartlett said that concludes the presentations, and asked the Board if it wished to take action on negotiating an interim agreement or consider it until the meeting in July. He recommended hiring Mr. Allen to assist the Board in the process of negotiating an interim agreement. He added the guidelines allow for a payment of up to \$50,000 which has been received from Crowder Construction. Some of that has been spent in studies, but most of Mr. Allen's fee would be paid from these funds.

Supervisor Simpson made a motion to enter into the negotiating phase of the interim agreement.

Supervisor Ward asked when the citizens are brought in. Mr. Bartlett said there is a required 30-day public review once the interim agreement is developed, and prior to it being signed. Supervisor Ward inquired if a public hearing will be held. Mr. Bartlett stated that would be a Board decision.

Supervisor Gilfillan said the Board can work on a project in two ways: one that the government can work on the project and let the public know when the plans are complete, or the process can be totally open and steps are discussed in public, and the citizens are there and part of it. She said the Board had

charged Mr. Bartlett with having open government, and she appreciates the fact that this topic is open and being discussed prior to the decision being made by the Board. Chairman Fore said “The public hasn’t said anything but they’ve been privy to every word that has been said here. I don’t think anybody could walk out of this room and say, ‘I don’t understand – I don’t understand what’s going on.’ I think it’s incumbent upon us now to take this interim agreement and the negotiation thereof, and work with the experts and answer the questions. And then during our meeting – our regular meetings – discuss those questions. And the public is certainly going to hear everything that goes on.”

Supervisor McKay said if the Board doesn’t enter into negotiating an interim agreement, the questions will never be answered.

Supervisor Jones said during all the discussions with the Town of Farmville about the different options from 2000 through present time, the information was not available, and this is the chance to get to a point of knowing the answers to the questions, and prices. He said if they do not move forward, they are just wasting more time as they did on some of the other things in the past.

Supervisor Gilfillan called for the question.

Chairman Fore said the motion has been called for; Supervisor Simpson’s motion to proceed with the negotiation phase of the interim agreement. The motion carried:

Aye:	William G. Fore, Jr.	Nay: Lacy B. Ward
	Sally W. Gilfillan	
	Robert M. Jones	
	Charles W. McKay	
	James C. Moore	
	Howard F. Simpson	
	Mattie P. Wiley	

Supervisor Jones made a motion to grant Mr. Bartlett the authority to sign the agreement with Mr. Randall C. Allen.

Supervisor Ward said he has no objections to hiring Mr. Allen or professional assistance, but is against driving a project forward without identifying the need for the project.

Supervisor Jones’ motion to grant Mr. Bartlett the authority to sign the agreement with Mr. Randall C. Allen carried:

Aye: William G. Fore, Jr.  
Sally W. Gilfillan  
Robert M. Jones  
Charles W. McKay  
James C. Moore  
Howard F. Simpson  
Mattie P. Wiley

Nay: Lacy B. Ward

On motion of Supervisor Simpson and adopted by the following vote:

Aye: William G. Fore, Jr.  
Sally W. Gilfillan  
Robert M. Jones  
Charles W. McKay  
James C. Moore  
Howard F. Simpson  
Lacy B. Ward  
Mattie P. Wiley

Nay: None

the meeting was adjourned at 9:13 p.m.

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** December 14, 2021  
**Item No.:** 33  
**Department:** Emergency Management  
**Staff Contact:** Sarah Elam Puckett/Trey Pyle  
**Issue:** Emergency Ordinance Regulating or Prohibiting the Making of Fires

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**Summary:** Recent weather conditions have resulted in dangerous fire conditions in Prince Edward County. The County Administrator has enacted an emergency burn ban through the declaration of local emergency. In order to permanently remedy the ability of the County to enact burn bans, the Board is asked to consider adoption of the attached "Ordinance Regulating or Prohibiting the Making of Fires" as an emergency ordinance. This has been reviewed and approved by the County Attorney.

Under state law, the emergency ordinance will expire 60 days from the date of enactment, unless sooner declared void by the Board of Supervisors or adopted following a properly advertised public hearing. Staff recommends the Board authorize advertising a public hearing for its January 11, 2022 meeting to enable permanent enactment of this ordinance.

County staff will continue to monitor the fire situation in the coming days to determine the continued necessity of the state of emergency and open burning ban. The public will be immediately notified of any change in the status of this emergency ordinance.

**Attachments:** Draft Ordinance Regulating or Prohibiting the Making of Fires

**Recommendations:**

1. Adopt the Ordinance with emergency enactment to make it effective immediately.
2. Authorize advertising a public hearing for January 11, 2022 meeting to enable permanent enact of the ordinance.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Booth \_\_\_\_\_  
Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jones \_\_\_\_\_  
Pride \_\_\_\_\_

Townsend \_\_\_\_\_  
Wilck \_\_\_\_\_



**AN ORDINANCE  
REGULATING OR PROHIBITING  
THE MAKING OF FIRES**

**ARTICLE ONE**

This ordinance is adopted pursuant to the authority granted in § 15.2-922.1 of the 1950 Code of Virginia, as amended.

**ARTICLE TWO**

- A. No person shall at any time make a fire in the streets or in other public places.
- B. During a local declaration of drought, dry or parched conditions:
  - 1. The County Administrator, in consultation with the Chair (or Vice Chair, if the Chair is unavailable) of the Board of Supervisors, County Emergency Management, the Prince Edward Area Firefighters Association and other appropriate agencies as he/she deems necessary, may declare that a drought condition exists or that forest lands, brush lands and fields have become so dry or parched or that other conditions exist so as to create an extraordinary fire hazard.
  - 2. The County Administrator may then declare that open burning is prohibited in part or all of the county.
  - 3. Following such a declaration it shall be unlawful for any person to burn brush, grass, leaves, trash, debris or any other flammable material or to ignite or maintain any open fire within the county or within any part of the county subject to the prohibition.
  - 4. The declaration of the County Administrator shall remain effective until the County Administrator declares the condition and the prohibition to have terminated.
  - 5. When any such declaration is issued, amended or rescinded, the County Administrator shall promptly post a copy of the declaration, amendment or rescission on the public notice board near the front of the courthouse and also post the same on the County's website. In addition, the County Administrator may publish or circulate the declaration, amendment or rescission as is deemed appropriate by the County Administrator.

**ARTICLE THREE**

Any person violating or failing to comply with the provisions of this division shall be guilty of a Class 4 misdemeanor. Each violation or failure shall constitute a separate offense and each day during which the same violation or failure is found to have existed shall constitute a separate offense.

This ordinance shall take effect upon enactment.



**Board of Supervisors  
Agenda Summary**

**Meeting Date:** December 14, 2021  
**Item #:** 34  
**Department:** County Administration  
**Staff Contact:** Douglas P. Stanley / Sarah Elam Puckett  
**Agenda Item:** Monthly Reports

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**SUMMARY:**

Please see attachments.

**COST:**

**ATTACHMENTS:**

- a. Cannery – Commercial Operations

**RECOMMENDATION:** None.

**SAMPLE MOTION:**

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Booth \_\_\_\_\_  
Cooper-Jones \_\_\_\_\_  
Emert \_\_\_\_\_

Gilliam \_\_\_\_\_  
Jones \_\_\_\_\_  
Pride \_\_\_\_\_

Townsend \_\_\_\_\_  
Wilck \_\_\_\_\_



## VFW November 2021 Report

Hannah Evans

Director

401-864-0402

[info@virginiafoodworks.org](mailto:info@virginiafoodworks.org)

November 2021	
Total # of Units Processed	5,979
Retail value of Products	\$58,530.00
# Clients	10
# New Clients	0
# Processing Days	15
Revenue generated (PEC)	\$1,289

### November Highlights:

With Thanksgiving as the focal point of November, food was front and center on so many of our minds all month long! The same was true in the cannery, as we made some seasonal favorites, including a compilation of chai tea blends with longtime client, Rupen Rao's! Our tea-packing days are always unique, as we don't use most of our regular equipment (including the kettles and boiler) because they are a dry-pack process. These dry packing days consist of mixing different spice blends in the robot-coupe (think of an industrial size food processor), and hand funneling tea blends into glass tubes or other packaging. There is also something particularly lovely about mixing up tea blends on a crisp and cool November afternoon, as opposed to the usual heat of the summer.



Another seasonal favorite that we produced throughout November is apple butter. We started the month with a client production of apple butter for Oak Spring Garden Foundation, producing 840 jars! Later in the month, we took the opportunity to train new production assistants by making a test batch of apple butter and apple sauce to have on hand for cannery samples. We were connected to an amazing local apple supplier through a frequent client, and the applesauce we produced came out a brilliant bright pink color as a result!

We are excited to finish out the year strong, with every single December production date booked up for the rest of 2021! As a team, we are also preparing for a unique couple of weeks as I (Hannah) step back from some duties to take maternity leave after welcoming my second daughter on 12/6/2021! Dominique and Allie Hill (VFW's founder) are wonderfully preparing to hold down the fort while I am away.