



**BOARD OF SUPERVISORS MEETING**

**ADDENDUM PACKET**

**April 12, 2022**

**Item #**

24.	Event Permit: Alpha Sigma Phi Pig Roast – Sarah Elam Puckett	195
25.	Food & Beverage Tax – Douglas P. Stanley	205
26.	Sandy River Reservoir: Water Sampling & Treatability Study – Douglas P. Stanley	215
27.	<u>Closed Session</u> : Section 2.2-3711 (A)(7) & (A)(8)	231
28.	<u>Correspondence</u>	233
	a. Citizen Letter	234

**Motion to Recess** –

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** April 12, 2022  
**Item No.:** 24  
**Department:** County Administration  
**Staff Contact:** Sarah Elam Puckett  
**Issue:** Event Permit – Alpha Sigma Phi Pig Roast

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**SUMMARY:** The County has received an event permit from application Alpha Sigma Phi Fraternity at Longwood University for a Pig Roast event scheduled for Saturday, April 30, 2022 from 11:00 a.m. to 4:00 p.m. the event location is private property with a 911 address of 873 Vaughan Road, Prospect.

Attached for the Board’s consideration are: (1) a copy of the event permit application, (2) an event and logistics brief of the event prepared by the fraternity, and (3) a copy of the County Festival ordinance.

Since receiving the application, I have reached out to the Sheriff, the Prince Edward Volunteer Rescue Squad, Virginia ABC, Virginia Department of Transportation, Virginia Department of Health, the Prospect Volunteer Fire Department and Virginia State Police. I also had a conversation with VACORP, the County’s insurance provider about county risk management in the issuance of a permit for such an event.

Earlier today, I also had a conversation with Dustyn Hall, one of the advisors for the fraternity. It is also my understanding that Nicholas Moore, representing Alpha Sigma Phi Fraternity will be present at the meeting this evening.

There are a number of items to review and for the Board’s deliberation:

1. **ATTENDANCE:** It is my understanding the event has been scaled back from 700 tickets to 500 tickets, which would place the estimated attendance at 550 participants. (Per Dustyn Hall, Longwood University);
2. **SANITATION:** The Virginia Department of Health regulations require one port-o-john per 100 people and they recommend one handwashing station per five port-o-johns. (See email and attachments from Paul Freed, VDH);
3. **TRASH:** The Fraternity indicates that its members will clean the property and surrounding area after the event and the following day.
4. **FOOD/WATER:** The catering to be provided by The Fishin’ Pig and Bojangles is not yet confirmed.

Motion _____	Booth _____	Gilliam _____	Townsend _____
Second _____	Cooper-Jones _____	Jones _____	Wilck _____
	Emert _____	Pride _____	



**Board of Supervisors  
Agenda Summary**

- 5. **MEDICAL:** The plan for adequate medical facilities required by the ordinance is inadequate as outlined on the application. I spoke with the Executive Director at PEVRS this morning and she has the ability to contract with the fraternity for an on-scene/stand-by unit from 11:00 a.m. to 5:00 p.m. at a cost of \$450. Staff recommends to the Board as a condition of the permit, as PEVRS will have two staffed crews in the County during this event and at minimum, the response time to the event site could be 20 minutes.
- 6. **PARKING:** All parking must be on private property, not along Vaughan Road. VDOT has noted and as required by Section 46.2-1209 of the Code of Virginia, “No person shall leave any motor vehicle, trailer, semitrailer, or part or combination thereof immobilized or unattended on or adjacent to any roadway if it constitutes a hazard in the use of the highway.”
- 7. **SECURITY/SAFETY:** The “Event and Logistics Brief” indicates the fraternity will hire two private security officers for event management and crowd enforcement. Staff recommends this to the Board as a permit condition.
- 8. **PRESENCE OF ALCOHOL:** I have spoken with the local ABC Officer. No ABC permit is required, as the event is on private property. Please note the paragraph in the Event and Logistics Brief concerning alcohol. Underage possession by consumption and driving under the influence are two of the most significant risk factors of the event.

There is concern about speed and driver impairment and a history of motor vehicle accidents on the secondary roads (Hixburg and Olive Branch) and U.S. 460 related to this event. The fraternity has hired three designated drivers for the crowd at-large, and it is my understanding that each participating Greek organization will have designated drivers for their own members.

I spoke with the Virginia State Police this afternoon and have noted the date of the event and plan to saturate the area with directed patrols and will work closely with the county, local law enforcement and the university to ensure the safety of the participants and the public.

- 9. **NOISE:** There is no band, but music will be played by personal vehicles/speakers. I reminded Dustyn Hall that the county has a Noise Ordinance which states the music should not be plainly audible at a distance of 50 feet from its source.
- 10. **NEIGHBORS:** The closest neighbor is approximately 900-1,000 feet from the estimated location on the 28-acre parcel that is hosting the event. There are six 911 addresses on Vaughan Road, including the event location.
- 11. **UNIVERSITY INVOLVEMENT:** It is noted in the Event and Logistics Brief that the Office of Fraternity and Sorority Life, the Vice President for Student Affairs and the Longwood University Chief of Police are all aware of the date, location and details of the event.

Motion _____	Booth _____	Gilliam _____	Townsend _____
Second _____	Cooper-Jones _____	Jones _____	Wilck _____
	Emert _____	Pride _____	



**Board of Supervisors  
Agenda Summary**

12. **RIGHT OF ENTRY:** The County Ordinance states: *No permit shall be issued under this article unless the applicant (and in this case the owner of the property) shall furnish to the board written permission for the board, its lawful agents, or duly constituted law enforcement officers to go upon the property at any reasonable time for the purpose of determining compliance with the provisions of this article. The board shall have the right to revoke any permit issued under this article upon noncompliance with any of its provisions and conditions.*

**ATTACHMENTS:** Permit Application  
Event and Logistics Brief  
County Ordinance

**SAMPLE MOTIONS:**

1. Move to approve the permit application contingent upon evidence being provided to and to the satisfaction of the county administrator and county attorney of the following conditions:
  - a. Cap the event at 550 participants;
  - b. The event shall cease at 4:00 p.m.;
  - c. A contract and payment for five port-o-johns and one handwashing station;
  - d. The University will help ensure the fraternity members follow through on the trash pick-up of the event site, Vaughan Road, Olive Branch Road and Hixburg Road;
  - e. An agreement for the catering services;
  - f. An agreement for the on-scene/stand-by EMS unit from 11:00 a.m. – 5:00 p.m. the day of the event;
  - g. All parking will be contained on private property;
  - h. A contract for the hiring of two security officers for the entirety of the event;
  - i. Notarized authorization by the applicant and the landowner providing right of entry, as stipulated in the County Ordinance.

-or-

2. Move to table the permit application;

-or-

3. Move to not approve the permit application.

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

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

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

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

**.APPLICATION FOR EVENT / FESTIVAL PERMIT  
PRINCE EDWARD COUNTY**

Organization / Agency Conducting Event: Alpha Sigma Phi - Longwood University  
Person (s) Representing Organization: Nicholas Moore

**EVENT**

Type: Fraternity Alumni / social event  
Location: Private field on 873 Vaughan Road, Prospect VA  
Date(s): April 30 Time(s): 11am - 4pm  
# of Tickets for Sale: 700 Estimated # of Persons to Attend: 750

Name(s) / Address(es) / Phone # of Promoters:  
Nicholas Moore 806B Cormier drive, Farmville, VA (804)986-4740

Financial backing of the event: Chapter operating budget

Name of all persons or groups that will perform: \_\_\_\_\_

Name and Address of property owner which event is to be held: \_\_\_\_\_

Steven Kerns - 873 Vaughan Road Prospect VA  
23960

Nature and interest of applicant(s) in the property on which the event is to be held (if any): \_\_\_\_\_

Detailed plan for adequate sanitation facilities / garbage and trash disposal (must be approved by the county health inspector): \_\_\_\_\_

Renting porta potties, organization members to clean  
venue and surrounding area after the event and the  
following day (May 1)

Plan for providing food, water, and lodging for persons at event (must be approved by the county health inspector): \_\_\_\_\_

Providing catering from fishin pig, having bojangles  
food truck

Plan for adequate medical facilities for persons at the event (must be approved by the county health inspector): \_\_\_\_\_

Having first aid kit on-site

Plan for adequate parking facilities and traffic control in and around event: \_\_\_\_\_

Directional signage, reminders to check speed and don't dispose  
of waste along the route before and after event

Plan for adequate fire protection (must be approved by the county forestry warden):

\_\_\_\_\_  
\_\_\_\_\_

Statement specifying whether any outdoor lights or lighting are to be utilized, (if so, a plan showing the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the event is held: \_\_\_\_\_

No outdoor lights  
\_\_\_\_\_

Statement that no music shall be played, either by mechanical device or live performance, in such a manner that the sound emanating therefrom shall be unreasonably audible beyond the property on which the event is located:

Music will only be played by personal vehicles/speakers  
\_\_\_\_\_

Applications must be filed in duplicate with the Clerk of the Board, at least twenty-one (21) days prior to the event date.

Music shall not be rendered nor entertainment provided for more than eight (8) hours in any twenty-four (24) hour period, such twenty-four (24) hours to be measured from the beginning of the first performance at the event.

No person under the age of eighteen (18) years of age shall be admitted unless accompanied by a parent or guardian, the parent or guardian to remain with the person at all times.

Specific reference is hereby made to Section 6 - 66-71, et. Seq., of the Code of Prince Edward County, Virginia, which provisions are incorporated herein by reference.

Date

4-11-22

Signature of Applicant(s)

*Nicholas Moore*

Date

\_\_\_\_\_

Approval by

\_\_\_\_\_

County Administrator  
Clerk of the Board

Fee \$ 50 Fee Paid By Nicholas Moore (cash) Date Received 4/11/2022

**Pig Roast 2022**  
**Event and Logistics Brief**

**Event Name:** Pig Roast 2022

**Sponsoring Organization:** The Delta Iota Chapter of Alpha Sigma Phi

**Event Date & Time:** Saturday, April 30, 2022, 11:00 AM- 4:00 PM

**Event Location:** Private Field at the end of Vaughn Road in Prospect, Virginia

**Event Contacts:**

- Nicholas Moore, Pig Roast Chair, Vice President of Retention, and Incoming Chapter President, [nicholas.moore2@live.longwood.edu](mailto:nicholas.moore2@live.longwood.edu), (804) 986-4740 (cell)
- Dustyn Hall, Grand Chapter Advisor, [halldl@longwood.edu](mailto:halldl@longwood.edu), (804) 832-7700 (cell)

**Event Context**

Pig Roast began sometime in the early days of the Delta Iota Chapter's existence and serves as both an end-of-year social event for Longwood students, and a fundraiser for the chapter's operating and philanthropic endeavors.

Occurring in the same private field for most of the immediate past, the event has historically been an all-comers event with little oversight, a disregard for associated risk, and average planning. Pig Roast has now not occurred for two years and with changes to social gatherings during the pandemic, and a renewed chapter focus on safety and risk, this year's Pig Roast will have the same feel but with much higher levels of information sharing, planning, and focus on risk reduction and safety. The following list of logistics and details for Pig Roast 2022 have been identified as important aspects of this year's event.

**Sanitation and Waste**

- **Port-o-Potties:** the chapter will rent several port-o-potties and sanitation stations for those guests in attendance to use for the duration of the event.
- **Waste Clean Up:** the chapter's membership will be responsible for all trash and waste pick up, including but not limited to cans, bottles, food waste, and any other trash that may be left behind at the site. The chapter is also purchasing plastic, reusable trash cans for guests to use instead of littering. The membership will preliminarily clean up after the event and before leaving the site and will come back the next day to complete a final walk-through of the venue and collect any remaining trash.
- **Private Road Waste Reduction:** a large complaint with former Pig Roasts was the presence of waste alongside the roads leading from the field to 460. The chapter will also be responsible for cleaning the ditches and collecting any trash that guest may have disposed of after leaving the field.

**Food/Drinks**

The chapter is going to have a stock of bottled water and snack food set aside for guests who may need food or water because of 1) no access to food or 2) becoming too intoxicated. In addition to the snacks and bottled water, the chapter is going to solicit two food trucks to cater the event at the cost of event attendees and not the chapter. It is the chapter's intention to solicit Bojangles and find a second food truck.

### **Ticketing**

In the past, the chapter has sold paper tickets and each brother has been responsible for handling money and giving that money to the treasurer. This year, the chapter will utilize Eventbrite to sell tickets, allowing event attendees to agree to the terms of the liability waiver, and consolidating all the event proceeds in one digital space. Eventbrite will also allow the chapter to utilize a digital attendee list and check-in system. The system will also allow the chapter to collect contact information, attendee age, and chapter points of contact.

### **Security and Safety**

The chapter is going to hire private event security that is both certified and trained in event management and crowd enforcement. Right now, the chapter is pricing the hiring of two security guards to man the entrance to the field alongside brothers who will be assigned shifts throughout the event, two at a time.

### **Band/Stage**

To reduce risk, and unlike prior years, there will be no man-made stage, and there will be no live band.

### **Presence of Alcohol**

Individuals who are of legal drinking age may bring alcohol with them to the field if they 1) are not driving to or from the venue, 2) follow all University and social Greek regulations around the presence of alcohol, and 3) bring no hard liquor. In past years, the chapter has purchased a large amount of alcohol for guests, but the chapter WILL NOT continue doing this. Providing alcohol to guests would break numerous University, state, and Fraternity policies, and would also put the chapter at great risk.

### **Transportation**

The chapter will have its own designated drivers (for brothers only) and will hire up to five designated drivers to help transport guests who do not have their own designated driver. Most of the guests in attendance will be other Greeks, and their organizations will assign chapter-specific DDs to handle their brothers/sisters.

### **Liability Release**

At the point of purchase (Eventbrite), all event attendees will be required to agree to a liability release provided by the national fraternity.

### **University Involvement**

The Office of Fraternity and Sorority Life, the Vice President for Student Affairs, and the Longwood University Chief of Police are all aware of the date, location, and details of the event.

### **Proceeds**

The proceeds from the event will be split evenly between the chapter's operating budget (to pay for the event), and one of the chapter's five philanthropic organizations.

## Sec. 6-66. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Musical or entertainment festival* means any gathering of groups or individuals for the purpose of listening to or participating in entertainment that consists primarily of musical renditions conducted in open spaces not within an enclosed structure.

(Ord. of 8-1-70, § III(10-10))

**Cross reference**— Definitions generally, § 1-2.

## Sec. 6-67. - Penalties.

Any person who violates any provision of this article shall be guilty of a class 3 misdemeanor. The board may bring suit in the circuit court of the county to restrain, enjoin, or otherwise prevent violation of this article.

(Ord. of 8-1-70, § III(10-14))

## Sec. 6-68. - Permits.

- (a) No person shall stage, promote or conduct any musical or entertainment festival in the unincorporated areas of the county unless there shall have been first obtained from the board a special entertainment permit for such festival. Application for such special entertainment permits shall be in writing on forms provided for the purpose and filed in duplicate with the clerk of the board at least 21 days before the date of such festival. Such applications shall have attached thereto and made a part thereof the plans, statements, approvals and other documents required by this section. A copy of such applications shall be sent by certified mail by the clerk to each member of the board the day such applications are filed.
- (b) The board shall act on such applications within ten days from the filing of the same. If granted, the permit shall be issued in writing on a form for the purpose and mailed by the clerk to the applicant at the address indicated. If denied, the refusal shall be in writing and the reasons for such denial stated therein, and mailed by the clerk to the applicant at the address indicated.
- (c) Such permit shall not be issued unless the following conditions are met and the following plans, statements and approvals submitted to the board with the application:
  - (1) The application for special entertainment permit shall have attached to it a copy of the ticket or badge of admission to the festival, containing the date and time of the festival, together with a statement by the applicant of the total number of tickets to be offered for sale, and the best reasonable estimate by the applicant of the number of persons expected to be in attendance.
  - (2) A statement of the name and address of the promoters of the festival, the financial backing of the festival, and the names of all persons or groups who will perform at the festival.
  - (3) A statement of the location of the proposed festival, the name and address of the owner of the property on which the festival is to be held, and the nature and interest of the applicant.

- (4) A plan for adequate sanitation facilities and garbage, trash and sewage disposal for persons at the festival. This plan shall meet the requirements of all state and local statutes, ordinances and regulations and shall be approved by the county health director.
  - (5) A plan for providing food, water and lodging for the persons at the festival. This plan shall meet the requirements of all state and local statutes, ordinances and regulations and shall be approved by the county health director.
  - (6) A plan for adequate medical facilities for persons at the festival, approved by the county health director.
  - (7) A plan for adequate parking facilities and traffic control in and around the festival area.
  - (8) A plan for adequate fire protection. This plan shall meet the requirements of all state and local statutes, ordinances and regulations and shall be approved by the county forest warden.
  - (9) A statement specifying whether any outdoor lights or lighting is to be utilized, and if so, a plan showing the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the festival is located.
  - (10) A statement that no music shall be played, either by mechanical device or live performance, in such a manner that the sound emanating from the performance shall be unreasonably audible beyond the property on which the festival is located.
- (d) No permit shall be issued under this article unless the applicant shall furnish to the board written permission for the board, its lawful agents, or duly constituted law enforcement officers to go upon the property at any reasonable time for the purpose of determining compliance with the provisions of this article. The board shall have the right to revoke any permit issued under this article upon noncompliance with any of its provisions and conditions.

(Ord. of 8-1-70, § III(10-11))

#### Sec. 6-69. - Acceptable hours for entertainment.

Music shall not be rendered nor entertainment provided between the hours of 12:00 midnight and 8:00 a.m. each day.

(Ord. of 8-1-70, § III(10-12); Ord. of 8-14-79)

#### Sec. 6-70. - Minors.

No person under the age of 18 shall be admitted to any festival unless accompanied by a parent or guardian, who shall remain with the minor at all times.

(Ord. of 8-1-70, § III(10-13))

#### Secs. 6-71—6-95. - Reserved.

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** April 12, 2022  
**Item #:** 25  
**Department:** Board of Supervisors  
**Staff Contact:** Douglas P. Stanley/Sarah Elam Puckett  
**Agenda Item:** County Food & Beverage Tax

**SUMMARY:** During the 2020 General Assembly Session, HB 785 and SB 588 were passed with the following key provisions:

- Authorizes all Counties to levy a tax on admissions at a rate not to exceed 10 percent, with the exception of Counties in the Historic Triangle where an additional state sales and use tax is imposed.
- Authorizes all Counties to levy transient occupancy taxes at rates exceeding 2 percent. The revenue derived from rates greater than 2 percent would be spent either (1) for purposes previously authorized or (2) for rates between 2 and 5 percent, for tourism promotion (as is currently required for the Counties that secured the authority to impose taxes up to 5 percent under Virginia Code 58.1-3819). Revenue from rates greater than 5 percent could be used for general purposes.
- Authorizes all Counties to impose cigarette taxes at a rate not to exceed 40 cents per pack. This authority would take effect July 1, 2021. In the interim, the Department of Taxation is required to convene a stakeholder workgroup to make recommendations to modernize the process for collection of cigarette taxes. Cities and Towns with rates higher than 40 cents per pack would be grandfathered at the rates in effect as of January 1, 2020.
- Authorizes all Counties to impose meals taxes at a rate not to exceed 6 percent and eliminates the referendum requirement. A locality in which a meals tax referendum failed prior to July 1, 2020, would have to wait six years after the date of the failed referendum to impose the tax.

During the FY 2020-2021 budget process the Board asked staff to look at alternative funding sources. Since that time, the County has instituted the transient occupancy tax at 7% and is in discussions on a regional cigarette tax. As you know, Delegate Edmunds carried a bill in the 2022 General Assembly session to have Prince Edward County added to the list of qualified localities under Chapter §58.1-602 that would have allowed us to collect up to 1% in additional sales tax revenue for the construction or renovation of schools within the locality. We will ask him to please try again next year.

Attached is a draft ordinance to enact a county food and beverage tax at a rate of 6%. The County would only collect the tax outside of Town limits. With the largest restaurant, Fishin' Pig, looking to move into Town limits in 2022, we do not anticipate collecting a large amount of revenue. Most of it will be generated from prepared food at the various mom and pop convenience stores around the

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

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

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

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



**Board of Supervisors  
Agenda Summary**

County. None of our surrounding counties currently has a meals tax. We looked at a couple counties similarly situated and offer the following collection comparison:

County	FY 2019	2018 Population	Per Capita
Amherst	\$1,016,301	31,666	\$32.09
Dinwiddie	\$902,126	28,529	\$31.62
Page	\$354,730	23,933	\$14.82
Middlesex	\$401,497	10,769	\$37.32
Average	\$668,664	23,722	\$28.96
Prince Edward Projected	\$321,300- \$664,632 (est.)	22,950	\$14-\$28 (est.)

Based on the per capita collection amount, we would anticipate collecting \$300,000 to \$600,000 per year. The revenue would be a good source to help pay for anticipated school capital improvements in the coming years. The Board would need to advertise for a public hearing in order to enact the ordinance.

**ATTACHMENTS:** Draft Meals Tax Ordinance

**RECOMMENDATIONS:** That the Board of Supervisors approve the request for a public hearing for consideration of the ordinance.

**PROPOSED MOTION:** I move that the Board of Supervisors authorize advertising a public hearing for the May 10 meeting on the proposed Meals Tax Ordinance.

**ALTERNATIVE MOTIONS:** I move that the Board of Supervisors deny the request to advertise the proposed Meals Tax Ordinance for a public hearing.

OR

I move that the Board table the request for further discussion.

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

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

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

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

**AN ORDINANCE TO AMEND THE PRINCE EDWARD COUNTY CODE OF ORDINANCES  
TO IMPLEMENT A COUNTY "FOOD AND BEVERAGE TAX"  
PURSUANT TO VA. CODE ANN. §58.1-3833**

**WHEREAS**, the Virginia General Assembly amended Va. Code Ann. §58.1-3833 titled "County food and beverage tax", in 2020 to authorize any county to levy a tax on food and beverages sold, for human consumption, by a restaurant, as such term is defined in § 35.1-1, not to exceed six percent of the amount charged for such food and beverages; and

**WHEREAS**, the Board of Supervisors desires to amend the Prince Edward County *Code of Ordinances* to implement the provisions of Va. Code Ann. §58.1-3833;

**NOW THEREFORE, BE IT ORDAINED**, by the Prince Edward County Board of Supervisors as follows:

1. To add Article X titled "Food and Beverage Tax " to Chapter 70 titled "Taxation" to be numbered 70-250 through 70-265 of the Prince Edward County *Code of Ordinances* as follows:

**Article X. Food and Beverage Tax.**

**§70-250. Purpose, Definition, Relation to Other Ordinances.**

- (a) The purpose of this article is to implement *Code of Virginia*, §58.1-3833 titled "county food and beverage tax", which authorizes any county to levy a tax on food and beverages sold, for human consumption, by a restaurant, as such term is defined in § 35.1-1, not to exceed six percent of the amount charged for such food and beverages.
- (b) Terms used in this article shall have the defined meanings found in *Code of Virginia*, § 58.1-3833 and § 58.1-3834, 1950 as amended.
- (c) To the extent that the provisions of this article conflict with any other prior ordinance or provision of the Prince Edward County, Virginia *Code of Ordinances*, this article shall control.

**§70-251. Tax imposed.**

In addition to all other taxes and fees of any kind now or hereafter imposed by law, there is hereby levied and imposed on the purchaser of every food or beverage served, sold or delivered in the County by a restaurant or caterer a tax equivalent to 6% of the amount paid for the food or beverage. There shall be no tax if the total amount paid is less than \$0.50; on larger amounts, a fractional cent of tax due shall be rounded to the next higher cent.

**§70-252. Definitions and word usage.**

For the purpose of this chapter the following words and phrases shall have the following respective meanings, except where the context clearly indicates a different or contrary meaning or there is an express provision to the contrary:

- (a) **Beverage** means alcoholic beverages as defined in Section §4.1-100 of the Code of Virginia, 1950 as amended, and any successor statute(s), and nonalcoholic beverages served as part of a meal.
- (b) **Caterer** means a business or person who furnishes food, as defined herein, on the premises of another for compensation.
- (c) **Commissioner** means the Commissioner of the Revenue of the County of Prince Edward, Virginia.
- (d) **Corporate, partnership or limited liability company officer** means an officer or employee of a corporation, or a member or employee of a partnership, or member, manager or employee of a limited liability company who, as such officer, employee, member or manager, is under a duty to perform on behalf of the corporation, partnership or limited liability company the acts required under this article and who (i) had actual knowledge of the failure or attempt to refrain from acting as required herein and (ii) had authority to prevent such failure or attempt.
- (e) **Food** includes any food and beverage ready to eat or drink without further preparation sold for human consumption, offered or held out for sale by a restaurant, caterer or other vendor, except those foods and beverages exempted by §70-253. All such food and beverages shall be included, whether intended to be consumed on the vendor's premises or elsewhere, whether designated as breakfast, lunch, dinner, supper, snacks or by some other name and without regard to the manner, time or place of service. Included in the term "food" are prepared foods ready for human consumption sold by grocery stores and convenience stores at a delicatessen, for that portion of the grocery store or convenience store selling such items.
- (f) **Meal** means any prepared food and beverage as defined herein offered or held out for sale by a restaurant or food establishment for the purpose of being consumed by any person and is ready for immediate consumption. All such food and beverage, unless otherwise specifically exempted herein shall be included, whether intended to be consumed on the seller's premises or elsewhere, whether designated as breakfast, lunch, snack, dinner, supper or by some other name, and without regard to the manner, time or place of services.
- (g) **Person** means any corporate, partnership, limited liability, sole proprietorship, or any other business entity.
- (h) **Purchaser** means any person who purchases a meal.
- (i) **Restaurant and food establishment** are defined as any one of the following:
  - (1) Establishments and places of business such as, but not limited to, short order places, cafeterias, coffee shops, cafes, taverns, delicatessens, dining accommodations of public or private clubs, kitchen facilities of hospitals and nursing homes. Excluded from the definition are places manufacturing packaged or canned foods which are distributed to grocery stores or other similar food retailers for sale to the public.
  - (2) Any place or operation which prepares or stores food for distribution to persons of the same business operation or of a related business operation for service to the public. Examples of such places or operations include, but are not limited to, operations preparing or storing food for catering services, push-cart operations, hotdog stands, and other mobile points of service.

Such mobile points of service are also deemed to be restaurants unless the point of service and of consumption is in a private residence. Any place where food is prepared for service to the public on or off the premises, or any place where food is served including, but is not limited to, grocery stores and convenience stores selling prepared foods ready for human consumption at a delicatessen counter, for that portion of the grocery store or convenience store selling such items.

- (j) **Sellers** means any restaurant or caterer selling food or beverages or the person operating such business.

### **§70-253. Exemptions.**

- (a) The food and beverage tax imposed under this article shall not be levied on food and beverages:
- (1) Sold through vending machines;
  - (2) Sold by boarding houses that do not accommodate transients;
  - (3) Sold by cafeterias operated by industrial plants for employees only;
  - (4) Provided by restaurants to their employees as part of their compensation when no charge is made to the employee;
  - (5) Sold by volunteer fire departments and volunteer emergency medical services agencies; nonprofit churches and other religious bodies; educational, charitable, fraternal or benevolent organizations, as a fundraising activity, the gross proceeds of which are to be used by such church, religious body or non-profit organization exclusively for nonprofit, educational, charitable, benevolent, or religious purposes;
  - (6) Sold by public or private elementary or secondary schools, colleges and universities to their students or employees;
  - (7) Sold by hospitals, medical clinics, convalescent homes, nursing homes or other extended care facilities to patients or residents thereof;
  - (8) Sold by day care centers;
  - (9) Sold by homes for the aged, infirm, handicapped, battered women, narcotic addicts or alcoholics;
  - (10) Sold by age-restricted apartment complexes or residences with restaurants, not open to the public, where meals are served and fees are charged for such food and beverages and are included in rental fees;
  - (11) When used or consumed and paid for by the commonwealth, any political subdivision of the commonwealth, or the United States;
  - (12) Provided by a public or private nonprofit charitable organization or establishment to elderly, infirm, blind, handicapped or needy persons in their homes or at central locations; or
  - (13) Provided by private establishments that contract with the appropriate agency of the commonwealth to offer food, food products or beverages for immediate consumption at concession prices to elderly, infirm, blind, handicapped or needy persons in their homes or at central locations; or
  - (14) Provided by a college fraternity or sorority to its members.
- (b) Additionally, this food and beverage tax shall not be levied on:
- (1) That portion of the amount paid by the purchaser as a discretionary gratuity in addition to the sales price, whether paid in cash to the employee or added to the bill and charged to the purchaser's account, provided that, in the latter case, the full amount of the tip is turned over to the employee by the seller; or

- (2) That portion paid by the purchaser as a mandatory gratuity or service charge added by the restaurant in addition to the sales price, but only to the extent that such mandatory gratuity or service charge does not exceed twenty (20) percent of the sales price, and provided that the full amount of the tip or gratuity is turned over to the employee by the seller; or
- (3) Alcoholic beverages sold in factory sealed containers and purchased for off-premises consumption or food purchases for human consumption as "food" is defined in the Food Stamp Act of 1977, 7 U.S.C. Section 2012, as amended, and federal regulations adopted pursuant to that act, except for the following items: Sandwiches, salad bar items sold from a salad bar, prepackaged single-serving salads consisting primarily of an assortment of vegetables, and non-factory sealed beverages.

**§70-254. Payment of and collection of tax by seller.**

In every case, the tax shall be collected by the seller and paid by the purchaser at the time the charge for the food or beverage becomes due and payable, whether payment is to be made in cash or on credit by means of a credit card or otherwise. The seller shall add the tax to the amount charged for the meal and shall pay the taxes collected to the County as provided in this article.

**§70-255. Collections in trust for County.**

All amounts collected as taxes under this article shall be deemed to be held in trust by the seller collecting them until remitted to the County as provided by this article.

**§70-256. Duties of the Commissioner; required reports; remittances.**

- (a) It shall be the duty of the commissioner of the revenue to ascertain the name of every person operating a restaurant, food establishment and catering business in the county who may be liable for the collection of the tax levied by this article.
- (b) The Commissioner shall require all prospective sellers of food or beverages operating and/or licensed to do business in the County to register for collection of the tax imposed by this article.
- (c) Every seller shall make a report for each calendar month, showing the amount of charges collected for food or beverages and the amount of tax required to be collected.
- (d) The monthly reports shall be made on forms prescribed by the Commissioner and shall be signed by the seller. They shall be delivered to the Commissioner on or before the 20th day of the calendar month following the month being reported. Each report shall be accompanied by a remittance of the amount of tax due, made payable to the Treasurer of the County of Prince Edward, Virginia.
- (e) The commissioner shall have the power to adopt rules and regulations not inconsistent with the provisions of this article for the purpose of determining the amount due to the county under this article. A copy of such rules and regulations shall be on file and available for public examination in the office of the commissioner of the revenue.
- (f) Failure or refusal to comply with any rules and regulations promulgated under this section shall be deemed a violation of this article.

**§70-257. Penalty and interest for failure to pay meals tax when due.**

- (a) There shall be a penalty of 10% added to all food and beverages taxes imposed under the provisions of this article that are unpaid on the due dates as provided in this article.
- (b) In addition to such penalty, interest at the rate of 10% per annum shall accrue and be added to all due and unpaid taxes and penalties beginning with the first day following the imposition of the penalty; provided, however, that for the second and subsequent years of delinquency, such interest shall be at the rate established pursuant to Section 6621 of the United States Internal Revenue Code of 1986, 26 U.S.C. § 6621, as amended, or its successor statute(s), but not less than 10%. Taxes and penalties herein provided shall be assessed and collected in the manner provided by law for the enforcement of the collection of other taxes.

**§70-258. Failure to collect or remit tax.**

- (a) If any person whose duty it is to do so, shall fail or refuse to collect the tax imposed under this article and make timely report and remittance thereof, or if the Commissioner has reasonable cause to believe that an erroneous statement has been filed, the Commissioner shall proceed in such manner as is practicable to obtain facts and information on which to base an estimate of the tax due the County and, in connection therewith, shall make such investigations and take such testimony and other evidence as may be necessary; provided, however, that notice and opportunity to be heard shall be given any person who may become liable for the amount owing prior to any determination by the Commissioner.
- (b) As soon as the Commissioner has procured whatever facts and information may be obtainable upon which to base the assessment of any tax payable by any person who has failed to collect, report or remit such tax, the Commissioner shall proceed to determine and assess against such person the tax, penalty and interest provided in this article and shall notify the person, by certified or registered mail sent to his or her last known address, of the amount of such tax, penalty and interest. The total amount thereof shall be payable 10 days after the date such notice is given.

**§70-259. Preservation of records.**

It shall be the duty of every person liable for collection and remittance of the taxes imposed by this article to keep and preserve, for a period of two years, records showing all purchases taxable under this article, the amount charged the purchaser for each purchase, the date thereof, the taxes collected thereon and the amount of tax required to be collected by this article. The Commissioner shall have the power to examine such records at reasonable times and without unreasonable interference from the business of such person, for the purpose of administering and enforcing the provisions of this article and to make transcripts or copies of all or any parts thereof.

**§70-260. Persons going out of business.**

Whenever any person required to collect and remit to the County any tax imposed by this article shall cease to operate or otherwise dispose of his or her business, the tax shall immediately become due and payable, and the person shall immediately make a report and remittance thereof.

**§70-261. Advertising payment or absorption of tax unlawful.**

No seller shall advertise or hold out to the public in any manner, directly or indirectly, that all or any part of a tax imposed under this article will be paid or absorbed by the seller or by anyone else or that the seller or anyone else will relieve any purchaser of the payment of all or any part of the tax.

**§70-262. Enforcement.**

- (a) It shall be the duty of the Commissioner to ascertain the name of every person operating a restaurant in the County liable for the collection of the tax imposed by this article who fails, refuses or neglects to collect such tax or to make the reports and remittances required by this article. The Commissioner shall have issued a summons for such person, and the summons shall be served upon such person by any County Sheriff or Deputy Sheriff in the manner provided by law. One return of the original summons shall be made returnable to the General District Court for the County.
- (b) In the event that the purchaser of any food or beverage refuses to pay the tax imposed by this article, the seller may call upon the Sheriff's Office for assistance, and the investigating officer may, when probable cause exists, issue the purchaser a summons returnable to the General District Court as provided by law.

**§70-263. Violations and penalties.**

- (a) Any person willfully failing or refusing to file a return as required under this article shall, upon conviction thereof, be guilty of a class 1 misdemeanor except that any person failing to file such a return shall be guilty of a class 3 misdemeanor if the amount of tax lawfully assessed in connection with the return is one thousand dollars (\$1,000.00) or less. Any person violating or failing to comply with any other provision of this article shall be guilty of a class 1 misdemeanor.
- (b) Except as provided in subsection (a) above, any corporate or partnership officer, as defined in *Code of Virginia*, § 58.1-3906, or any other person required to collect, account for, or pay over the meals tax imposed under this article, who willfully fails to collect or truthfully account for or pay over such tax, or who willfully evades or attempts to evade such tax or payment thereof, shall, in addition to any other penalties imposed by law, be guilty of a class 1 misdemeanor.
- (c) Each violation of or failure to comply with this article shall constitute a separate offense. Conviction of any such violation shall not relieve any person from the payment, collection or remittance of the tax as provided in this article.

**§70-264. Discount.**

For the purpose of compensating sellers for the collection of the tax imposed by this article, every seller shall be allowed three (3) percent of the amount of the tax due and accounted for in the form of a deduction of his monthly return; provided, the amount due is not delinquent at the time of payment.

**§70-265 Use of food and beverage tax revenues.**

The revenues collected from the County's food and beverage tax shall be used solely for public school capital improvement projects.

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**THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION:**

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Roll Call Vote:**

| SUPERVISORS          | YEA   | NAY   | ABSENT/ABSTAIN |
|----------------------|-------|-------|----------------|
| Beverly M. Booth     | _____ | _____ | _____          |
| Pattie Cooper Jones  | _____ | _____ | _____          |
| J. David Emert       | _____ | _____ | _____          |
| Llew W. Gilliam, Jr. | _____ | _____ | _____          |
| Odessa H. Pride      | _____ | _____ | _____          |
| Jerry R. Townsend    | _____ | _____ | _____          |
| James R. Wilck       | _____ | _____ | _____          |

~~~~~

*The undersigned hereby certifies that the foregoing is an accurate account of the vote taken at a duly convened meeting of the Prince Edward County Board of Supervisors on Tuesday, May 10, 2022, at which meeting a quorum was present at the time the meeting was convened and at the time said vote was taken.*

\_\_\_\_\_  
Douglas P. Stanley, Clerk of the Board

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**County of Prince Edward  
Board of Supervisors  
Agenda Summary**

**Meeting Date:** April 12, 2020  
**Item No.:** 26  
**Department:** County Administration  
**Staff Contact:** Douglas Stanley   
**Issue:** Sandy River Reservoir – Water Sampling and Treatability Study Proposal

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**Summary:** In April 2020, the Board approved an additional engagement for professional engineering services from the Timmons Group to assist the County with the submission of an application to DEQ for the renewal of the County’s Intake Permit for Sandy River Reservoir. At this time, we need to authorize Timmons to move forward with the attached scope and fee for a water sampling program and treatability study for the Sandy River Reservoir Project.

The water sampling program will serve to characterize the water quality of the Sandy River Reservoir (raw water) and identify treatment goals. The treatability study will serve to confirm that the selected treatment processes will meet the treatment goals. This sampling and testing program can be justified alone on the basis of assisting the Engineer in their design. However, the Virginia Department of Health – Office of Drinking Water (VDH-ODW), will likely require this program to successfully permit the Water Treatment Plant.

While we continue to negotiate with the Department of General Services (DGS) on a Memorandum of Understanding (MOU) to provide water for State facilities, we need to continue to advance the project. The testing outlined needs to be performed during over the next year. By moving forward at this time, we can keep the project on schedule.

Previous water sampling and treatability studies were performed in the 2006 to 2010 timeframe. A new round of sampling and testing is recommended:

- (1) To confirm there have been no changes to the reservoir water quality, and
- (2) To provide additional water sampling specific to the proposed water intake location and depths, and
- (3) To perform a treatability study specific to the Engineer’s intended treatment approach.

While the full water sampling program and treatability study will run from April 2022 through March 2023, this scope and fee proposal covers three months of reservoir sampling (April, May, and June) and one month of treatability study (May 2022). The full study will include 10 - 12 months of reservoir sampling and two months of treatability study. This should buy us enough time to get the MOU completed with the State and allow us to enter into an Interim Agreement with Prince Edward County Infrastructure, LLC to get the PPEA project moving forward.

A copy of the scope of work dated April 7, 2022 is attached. There is funding in the current and proposed budgets (42610-3160 – Professional Services) to cover the cost of the project scope.

Motion _____	Booth _____	Gilliam _____	Townsend _____
Second _____	Cooper-Jones _____	Jones _____	Wilck _____
	Emert _____	Pride _____	



**County of Prince Edward  
Board of Supervisors  
Agenda Summary**

**Attachment:** Timmons Scope of Work & Fee Proposal

**Recommendation:** Approve the proposal from Timmons Group for a Water Sampling Program and Treatability Study for the Sandy River Reservoir.

**SAMPLE MOTION:**

I move that the Board of Supervisors approve the proposal from Timmons Group dated April 7, 2022 for a Water Sampling Program and Treatability Study for the Sandy River Reservoir and authorize the County Administrator to sign the proposal.

OR

I move that the Board table the request for further discussion.

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

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

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

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



April 7, 2022

Mr. Douglas P. Stanley  
County Administrator  
County of Prince Edward  
PO Box 382  
111 South Street, 3<sup>rd</sup> Floor  
Farmville, VA 23901

**RE: Sandy River Water Project – Water Sampling Program & Treatability Study  
Prince Edward County, VA**

Dear Mr. Stanley:

In support of the Sandy River Water Project, we are pleased to offer the following *scope & fee proposal* to perform a water sampling program and treatability study of the Sandy River Reservoir.

Under this Agreement, Timmons Group will provide professional services to execute the water sampling program and treatability study for the Sandy River Reservoir in Prince Edward County, Virginia.

#### **PROJECT BACKGROUND, UNDERSTANDING AND APPROACH**

On September 3, 2021 Timmons Group submitted the permit renewal application and supporting documentation for the renewal of the VWP Individual Permit #05-1464 that was issued on September 7, 2006 for a surface water withdrawal from the Sandy River Reservoir.

On November 22, 2021 Prince Edward County Infrastructure LLC (of which Timmons Group is the Designer of Record) submitted a PPEA proposal to design and construct the Sandy River Water Project. This permit renewal and Design-Build Project will enable the County to construct and operate a water supply system that will provide a safe, reliable, and economically viable supply of water to County residents and support Economic Development.

To design the Water Treatment Plant, a water sampling program and treatability study is recommended. The water sampling program will serve to characterize the water quality of the Sandy River Reservoir (raw water) and identify treatment goals. The treatability study will serve to confirm that the selected treatment processes will meet the treatment goals. This sampling and testing program can be justified alone on the basis of assisting the Engineer in their design. However, the Virginia Department of Health – Office of Drinking Water (VDH-ODW), will likely require this program to successfully permit the Water Treatment Plant.

Previous water sampling and treatability studies were performed in the 2006 to 2010 timeframe. A new round of sampling and testing is recommended:

- (1) To confirm there have been no changes to the reservoir water quality,
- (2) To provide additional water sampling specific to the proposed water intake location and depths,
- (3) To perform a treatability study specific to the Engineer’s intended treatment approach.

The previous studies identified elevated levels for the following parameters: total organic carbon (TOC), dissolved organic carbon (DOC), Iron (Fe), and Manganese (Mn). While the Water Treatment Plant will be designed to treat a full suite of parameters in accordance with the National Primary & National Secondary Drinking Water Regulations mandated by the Environmental Protection Agency (EPA), the parameters identified above require special attention in the treatability study.

Iron and Manganese are regulated by the National Secondary Drinking Water Regulations. This means they do not damage the body but have certain aesthetic, cosmetic, and technical effects that are undesirable. They have a tendency to color the water and corrode pipes, fixtures, and equipment which may have significant economic implications. The treatability study will identify the optimal method and conditions for removal of Fe and Mn.

While not technically regulated by the National Primary Drinking Water Regulations, TOC and DOC are implicit in the creation of disinfection byproducts, which are regulated. Haloacetic acids (HAA5) and total trihalomethanes (TTHMs) are a byproduct produced during drinking water disinfection and, if levels are elevated, create a long term increased risk of cancer. Therefore, performing a treatability study on the reduction of TOC and DOC is of the utmost importance.

The Sandy River Reservoir underwent substantial water quality sampling in the 2005 through 2010 timeframe. Professor Gary Schafran of Old Dominion University authored three reports during this period, covering several sampling programs and treatability studies. They include:

- Evaluation of Sandy River Reservoir Water Quality and Examination of Potential Impacts on Treatment at the Farmville Water Treatment Plant, 2006
- Coagulation and Manganese Oxidation Studies of Sandy River Reservoir Water, 2009
- Treatment Study Addendum: Evaluation of Powdered Activated Carbon for Removal of NOM from the Sandy River Reservoir, 2010

The 2006 report stated that “The average of all DOC analyses was 5.64 mg/L which would be characterized as a moderate level of organic matter for a drinking water supply reservoir.” (page 31)

The 2009 report stated that “DOC concentrations in Sandy River Reservoir were in the moderate range and similar to concentrations observed in reservoirs in southeastern Virginia.” (page 19)

Timmons Group is aware of the level of DOC in the Sandy River Reservoir, and their conceptual Water Treatment Plant design is already taking this fact into account to plan to treat the DOC to acceptable levels. Timmons Group will continue to plan for the treatment of DOC and will refine their treatment approach as the results of the water quality sampling program and treatability study are made known.

**While the full water sampling program and treatability study will run from April 2022 through March 2023, this scope and fee proposal covers three months of reservoir sampling (April, May, and June) and one month of treatability study (May 2022). The full study will include 10 - 12 months of reservoir sampling and two months of treatability study.**

**I. SCOPE OF SERVICES**

**Task 1: Program Management (Time & Materials)**

Timmons Group will manage all aspects of the water sampling program and treatability study from start to finish. Time is allocated in this task for general program management, meetings with the County, VDH, laboratories, and other stakeholders, and coordination with Professor Schafran. All coordination with the laboratories performing the testing will be included in this task as will processing of laboratory invoices. The fee presented for this effort covers program management for the months of April, May, and June only.

**Task 2: Water Sampling Program (Time & Materials)**

Timmons Group will design, organize, and execute the water sampling program for the Sandy River Reservoir. The anticipated water quality sampling schedule is presented in **Figure 1** for the months of April, May, and June. This program is subject to change pending VDH-ODW approval of the plan. Timmons Group will perform the collection of samples at the Reservoir by motorboat and will deliver collected samples to the laboratory. Boat and all supporting equipment are to be provided by Timmons Group. Sample bottles and collection methods are to be provided by the laboratories.

Water sampling for the entire study will occur on a monthly basis from April 2022 through March 2023. However, this scope and fee proposal covers only April, May, and June of 2022. All samples are to be taken at the intake location at depths of 5 feet, 10 feet, and 15 feet, which are the planned water intake screen depths. Timmons Group will provide initial analysis of water sample results and adjust the sampling plan for the subsequent months as needed.

PARAMETER	SAMPLING FREQUENCY	LOCATION	SAMPLING DEPTH (FT)	TOTAL STUDY # OF TESTS
PRECIPITATION	DAILY	NEAREST GAUGE	N/A	N/A
pH	MONTHLY	INTAKE	5, 10, 15	9
ALKALINITY	MONTHLY	INTAKE	5, 10, 15	9
TURBIDITY	MONTHLY	INTAKE	5, 10, 15	9
TOTAL FE AND TOTAL MN	MONTHLY	INTAKE	5, 10, 15	9
TEMPERATURE	MONTHLY	INTAKE	EVERY 0.5 M	9
DISSOLVED OXYGEN	MONTHLY	INTAKE	EVERY 0.5 M	9
CHLOROPHYLL A	MONTHLY	INTAKE	5, 10, 15	9
FECAL COLIFORM	MONTHLY	INTAKE	5, 10, 15	9
TOTAL PHOSPHORUS	MONTHLY	INTAKE	5, 10, 15	9
AMMONIA NITROGEN	MONTHLY	INTAKE	5, 10, 15	9
UV254	MONTHLY	INTAKE	5, 10, 15	9
TOC	MONTHLY	INTAKE	5, 10, 15	9
DOC	MONTHLY	INTAKE	5, 10, 15	9
COLOR	QUARTERLY	INTAKE	5, 10, 15	3
TDS	QUARTERLY	INTAKE	5, 10, 15	3
METALS	QUARTERLY	INTAKE	5, 10, 15	3
INORGANICS	QUARTERLY	INTAKE	5, 10, 15	3
ORGANICS/PESTICIDES	QUARTERLY	INTAKE	5, 10, 15	3
CRYPTOSPORIDIUM	SEMI-ANNUAL	INTAKE	5, 10, 15	2
GIARDIA	SEMI-ANNUAL	INTAKE	5, 10, 15	2
RADIOLOGICAL	ANNUAL	INTAKE	5, 10, 15	2

**Figure 1: Water Sampling Program**

Included in the fee for **Task 2** is the purchase of a multiparameter sonde capable of taking in-situ measurements in the reservoir for pH, dissolved oxygen, temperature, and conductivity. It will include a hand-held display and 15 meters of cable. After the equipment has been used for the study, it will be given to the Sandy River WTP operations team. This valuable equipment will help the Operators monitor the reservoir conditions and switch the water intake screen as needed throughout the year.

**Task 3: Treatability Study (Time & Materials)**

Timmons Group will design, organize, and execute the water treatability study in the Sandy River Reservoir. The anticipated testing schedule is presented in **Figure 2**. This program is subject to change pending VDH-ODW approval of the plan.

Timmons Group is planning to team with Pancopia to perform the treatability study. Pancopia is a registered Professional Engineering Corporation located in Hampton, VA. Pancopia specializes in R&D and engineering and has worked for NASA, USDA, and HRSD. Pancopia will perform the bench scale lab tests and subsequent water quality sampling of treated samples. Timmons Group will develop the testing plan and lead the study.

TEST NAME	WATER QUALITY PARAMETERS TO BE SAMPLED (PRE & POST TEST)	PROCEDURE	CHEMICALS TO BE TESTED	CHEMICAL DOSES TO BE TESTED (mg/L)	TARGET PHs TO BE TESTED	NUMBER OF TESTS PER SAMPLING EVENT
FIRST ROUND: COAGULATION	TOC, DOC	COAGULATION/ FLOCCULATION/ SETTLING & PH ADJUSTMENT	ALUM, FERRIC CHLORIDE, FERRIC SULFATE, POLYALUMINUM CHLORIDE	30, 40, 50, 60 (FOR ALUM, OTHER COAGULANTS TESTED ON EQUIVALENT METAL DOSE)	6.5, 7.0, 7.5, 8.0	65
FIRST ROUND: OXIDATION	FE, MN, TOC, DOC	OXIDATION & PH ADJUSTMENT	SODIUM PERMANGANATE OR POTASSIUM PERMANGANATE	1.0 ,1.5, 2.0, & 5.0 TIMES THE STOICHIOMETRIC RATE	6.5, 7.0, 7.5, 8.0	16
FIRST ROUND: SIMULTANEOUS COAGULATION & OXIDATION	FE, MN, TOC, DOC	1. OXIDATION, 2. COAGULATION/ FLOCCULATION/ SETTLING & PH ADJUSTMENT	BEST PERFORMING COAGULANT, EITHER PERMANGANATE	TWO COAGULANT DOSES, TWO PERMANGANATE DOSES	6.5, 7.0, 7.5, 8.0	16
SECOND ROUND: COAGULATION & ADSORPTION	TOC, DOC, THM, HAA, FORMATION POTENTIAL	1. COAGULATION/ FLOCCULATION/ SETTLING & PH ADJUSTMENT, 2. ADSORPTION	BEST PERFORMING COAGULANT, GRANULAR ACTIVATED CARBON (GAC)	ONE COAGULANT DOSE, GAC EMPTY BED CONTACT TIMES (EBCT) OF 5, 10, 15, 20, 25, & 30 MINUTES	1. ONE FOR COAGULATION, 2. 6.5, 7.0, 7.5, & 8.0 FOR GAC	25
THIRD ROUND: FULL TREATMENT PROCESS	FE, MN, TOC, DOC, THM, HAA, FORMATION POTENTIAL	1. OXIDATION, 2. COAGULATION/ FLOCCULATION/ SETTLING & PH ADJUSTMENT, 3. ADSORPTION	BEST PERFORMING COAGULANT, EITHER PERMANGANATE, GAC	TWO COAGULANT DOSES, ONE PERMANGANATE DOSE, TWO GAC EBCT	1. TWO FOR OXIDATION, 2. TWO FOR COAGULATION, 3. ONE FOR GAC	17

**Figure 2: Treatability Study**

The team will perform the collection of samples at the Reservoir by motorboat and will deliver collected samples to the laboratory. Boat and all supporting equipment are to be provided by Timmons Group-Pancopia team. Equipment, methods for testing, and testing are to be provided by Pancopia.

*Copyright © 2022 Timmons Group – This proposal shall be considered confidential and proprietary until such time as Client has executed a contract with Timmons Group.*

Jar testing and bench scale testing will be performed by Pancopia. While bench scale testing can provide meaningful results, it is important to note that treatment dynamics may change once full scale versions of treatment are implemented. This may be due to changing weather patterns, reservoir behavior, or a number of other variables. So while helpful, bench scale tests cannot guarantee future treatment performance.

Sampling for the full water treatability study will occur on two separate occasions, May 2022 and October 2022. However, this scope and fee proposal covers only the May testing event. Each month of testing will have three rounds. All samples are to be taken at the intake location at a depth of 5 feet, which is one of the planned water intake screen depths to be located in the epilimnion of the reservoir. Timmons Group will provide initial analysis and review of test results and adjust the sampling plan for the subsequent testing period as needed.

May and October have been selected as the test periods as they represent some of the most challenging times of the year to treat the raw water. Previous sampling efforts in 2006 – 2010 demonstrated elevated DOC in May and October and elevated Mn in October during the fall turnover when the reservoir destratifies. The October test period may have a reduced number of tests (and variables) once the May results are analyzed.

**Task 4: Laboratory Sampling & Testing Fees (Time & Materials)**

Timmons Group will utilize laboratories for analytical testing that are certified by the Virginia Division of Consolidated Laboratory Services (DCLS). At this point in time, Timmons Group is planning to team with Enthalpy Analytical in Richmond to perform the lab tests for Water Sampling Program presented in **Task 2**. This task will act as a mechanism to pass through the cost of laboratory sampling and testing. This method is proposed to avoid the need for the County to track dozens of invoices tied to the sampling effort. Invoices from laboratories will not be marked up. The fee presented for this effort covers lab sampling costs for the months of April, May, and June only.

**Task 5: Professor Schafran Advisory Role (Time & Materials)**

Professor Gary Schafran of Old Dominion University has vast research experience in environmental engineering, aquatic chemistry, physicochemical treatment processes, natural systems water quality, lake oxygenation, and reservoir management. Professor Schafran played an important role in the initial studies of the Sandy River Reservoir, authoring three reports from 2006 to 2010. Timmons Group is planning to team with Professor Schafran for this renewed round of sampling and testing. Professor Schafran will bring his institutional knowledge and technical expertise to the project to ensure its success. He will play an advisory role, aiding Timmons Group in the sampling and analysis effort. His full scope and fee proposal is presented in **Exhibit C**. However, this scope and fee proposal covers Professor Schafran’s efforts only for April, May, and June of 2022.

**Task 6: Final Report (Time & Materials)**

Timmons Group will prepare a final report documenting the means and methods of the program, the data collected, the characteristics of the Reservoir, and the results of the treatability study. Recommendations for the WTP design will be provided and incorporated into the design. The report will be prepared after the second treatability study sampling period has occurred. It is anticipated that the final report will be delivered in December 2022. While additional sampling will occur in January and February of 2023, this will primarily be performed to meet VDH-ODW requirements. An amendment to the report may be produced if necessary. This scope and fee proposal does not include a final report at this time. A final report will only be provided if the study continues into and through the Fall.

**Project Deliverables**

- Water sampling and test result documentation provided by the laboratory and testing firm.

**II. PROPOSED FEE STRUCTURE**

We propose to perform this work consistent with the fee schedule below on a time and materials (T&M) basis. Invoices will be prepared monthly based upon work completed. Invoices will include a narrative outlining the work completed during the previous month and identify any necessary action items required on behalf of the County.

Task 1 – Program Management (T&M)	\$4,000
Task 2 – Water Sampling Program (T&M)	\$25,000
Task 3 – Treatability Study (T&M)	\$75,000
Task 4 – Laboratory Sampling Fees (T&M)	\$12,000
Task 5 – Professor Schafran Advisory Role (T&M)	\$4,000
Task 6 – Final Report (T&M)	TBD
<b>T&amp;M Total Budget Estimate</b>	<b>\$120,000</b>

Figure 3 provides a summary of laboratory analytical costs as provided by Enthalpy Analytical. It is likely that the rates shown here may be decreased through a bulk testing discount.

PARAMETER	TOTAL STUDY # OF TESTS	COST PER SAMPLE SUITE	TOTAL COST
PRECIPITATION	N/A	\$ -	
pH	9	\$ -	\$ -
ALKALINITY	9	\$ 22.83	\$ 205.47
TURBIDITY	9	\$ 22.83	\$ 205.47
TOTAL FE AND TOTAL MN	9	\$ 41.80	\$ 376.20
TEMPERATURE	9	\$ -	\$ -
DISSOLVED OXYGEN	9	\$ -	\$ -
CHLOROPHYLL A	9	\$ 103.50	\$ 931.50
FECAL COLIFORM	9	\$ 55.00	\$ 495.00
TOTAL PHOSPHORUS	9	\$ 49.50	\$ 445.50
AMMONIA NITROGEN	9	\$ 41.80	\$ 376.20
UV254	9	\$ 71.74	\$ 645.66
TOC	9	\$ 44.00	\$ 396.00
DOC	9	\$ 44.00	\$ 396.00
COLOR	3	\$ 34.10	\$ 102.30
TDS	3	\$ 27.50	\$ 82.50
METALS	3	\$ 408.38	\$ 1,225.14
INORGANICS	3	\$ 293.70	\$ 881.10
ORGANICS/PESTICIDES (ESTIMATED)	3	\$ 1,000.00	\$ 3,000.00
CRYPTOSPORIDIUM	2	\$ 250.00	\$ 500.00
GIARDIA	2	\$ 250.00	\$ 500.00
RADIOLOGICAL	2	\$ 303.60	\$ 607.20
<b>TOTALS</b>	<b>138</b>		<b>\$ 11,371.24</b>

**Figure 3: Water Sampling Program Lab Costs (Task 4)**

Figure 4 provides a summary of treatability study testing costs as provided by Pancopia. If sufficient results are obtained during the May sampling event, the October sampling event may be reduced in scope.

TEST NAME	NUMBER OF TESTS PER SAMPLING EVENT	COST PER SAMPLE SUITE	TOTAL COST	ENVIRONMENTAL SCIENTIST (RATE = \$80 PER HOUR)		PROJECT MANAGER (RATE = \$200 PER HOUR)	
				Hours	Sub-Total	Hours	Sub-Total
SAMPLE COLLECTION	3	\$ 600.00	\$ 1,800.00	48	\$ 3,840.00	6	\$ 1,200.00
FIRST ROUND: COAGULATION	65	\$ 48.00	\$ 3,120.00	130	\$ 10,400.00	16.25	\$ 3,250.00
FIRST ROUND: OXIDATION	16	\$ 89.80	\$ 1,436.80	32	\$ 2,560.00	4	\$ 800.00
FIRST ROUND: SIMULTANEOUS COAGULATION & OXIDATION	16	\$ 89.80	\$ 1,436.80	16	\$ 1,280.00	2	\$ 400.00
SECOND ROUND: COAGULATION & ADSORPTION	25	\$ 571.48	\$14,287.00	25	\$ 2,000.00	3.125	\$ 625.00
THIRD ROUND: FULL TREATMENT PROCESS	17	\$ 571.48	\$ 9,715.16	34	\$ 2,720.00	4.25	\$ 850.00
Lab M&S per sample including coagulants and carbon columns	139	\$ 10.00	\$ 1,390.00	N/A	N/A	N/A	N/A
TOTALS (MAY ONLY)	139	N/A	\$33,185.76	285	\$ 22,800.00	35.63	\$ 7,125.00
TOTALS (WITH 10% CONTINGENCY)			\$ 36,504.34		\$ 25,080.00		\$ 7,837.50
<b>GRAND TOTAL</b>							<b>\$ 69,422</b>

Figure 4: Treatability Study Testing Costs (A Portion of Task 3)

The above listed fees for time & materials tasks are based on the scope of services presented in this proposal and are budget estimates. Should the scope of services expand or substantially vary in such a way that scope and effort required increases, Timmons Group may request an additional fee for the increase in scope.

### III. ASSUMPTIONS AND CLARIFICATIONS

Timmons Group provides the following assumptions and clarifications in regard to the Scope of Services.

- This scope of work is dependent on VDH-ODW approval of the water sampling program and treatability study plan.
- Whereas jar testing is a bench-scale test, pilot testing is a field-scale test that evaluates a given treatment process under actual operating conditions. The testing is limited in both duration and scale and will help determine the feasibility of a full-scale implementation. It is usually performed subsequently to any jar testing and preliminary studies. Pilot testing is not included in this scope of work. Depending on the results of this study, pilot testing may be required by VDH or recommended by the Engineer.

### IV. ANTICIPATED SCHEDULE

Water quality sampling will occur monthly, starting in April 2022 and running through June 2022. Sampling for the water treatability study will occur on two separate occasions, May 2022 and October 2023. However, this scope and fee proposal covers only the May testing event. An initial report will be prepared after the second treatability study sampling period has occurred and will be delivered to the County in November 2022. It is anticipated that the final report will be delivered in April 2023. The final report will be prepared only if the program continues into the Fall.

Thank you for allowing Timmons Group the opportunity to provide you with this proposal. We look forward to the opportunity of working with you to deliver this critical program for the County. Should you have any questions or need any additional information, please don't hesitate to call.

Respectfully submitted,



Joseph C. Hines, PE, MBA  
Senior Principal - Principal in Charge



David J. Saunders, PE, DBIA  
Senior Principal - Utilities

Accepted by: **Prince Edward County, VA**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A**

**Timmons Group 2022 BILLING RATES**  
Rates in effect for 1/1/2022 to 12/31/2022

<u>TEAM MEMBER</u>	<u>Hourly Rate</u>	<u>TEAM MEMBER</u>	<u>Hourly Rate</u>
<b><u>Engineering</u></b>		<b><u>Environmental</u></b>	
Engineer Technician	\$85.00	Environmental Technician	\$75.00
Project Engineer I	\$95.00	Environmental Scientist	\$95.00
Project Engineer II / Designer	\$105.00	Environmental Scientist II	\$105.00
Project Engineer III / Sr. Designer	\$115.00	Sr. Environmental Scientist	\$115.00
Project Manager / Sr. Project Engineer	\$150.00	Environmental Project Manager	\$150.00
Sr. Project Manager	\$185.00		
Principal	\$230.00	<b><u>Survey</u></b>	
Senior Principal	\$280.00	Survey Technician	\$90.00
		Sr. Survey Technician	\$115.00
<b><u>Construction Services</u></b>		SUE Project Manager	\$130.00
Laboratory Manager	\$85.00	Licensed Land Surveyor	\$150.00
Materials Technician	\$60.00	1 Man Crew w/ Robot	\$130.00
Sr. Field Technician	\$70.00	2 Man Crew	\$150.00
Construction Inspector	\$80.00	3 Man Crew	\$210.00
Sr. Construction Inspector	\$90.00		
Const. Material Testing Manager	\$115.00	<b><u>Right of Way</u></b>	
		Right of Way Manager	\$125.00
<b><u>Landscape Architecture</u></b>		Right of Way Specialist	\$110.00
Landscape Technician	\$85.00	Document Specialist	\$75.00
Landscape Architect/Land Planner	\$105.00		
Visualization Manager	\$115.00	<b><u>GIS</u></b>	
Sr. Landscape Architect	\$125.00	GIS Field Technician	\$65.00
LA/LP Project Manager	\$150.00	GIS Technician	\$80.00
LA/LP Sr. Manager	\$165.00	GIS Analyst	\$110.00
		GIS Programmer/Analyst	\$140.00
<b><u>Support Staff</u></b>		Project Manager	\$150.00
Field Intern	\$45.00	Software Engineer	\$155.00
Engineering Intern	\$60.00	Sr. Software Engineer	\$175.00
Clerical	\$80.00	Sr. Project Manager	\$185.00
		Program Manager	\$205.00

**REIMBURSABLE EXPENSES:**

- Any expenses, such as, printing, courier, telephone and outside consultants not listed in the Services above will be invoiced as "Time and Material"
- Mileage will be billed at the IRS approved rate at the time services are provided.

**NOTES:**

- Hourly rates will be utilized for Time & Materials services performed.
- Timmons Group will provide rates for specific Construction Materials field equipment & lab tests upon request.
- Rates will be subject to change at the beginning of each calendar year.
- Subconsultants will be billed at cost plus 10%

### Exhibit B – Terms and Conditions

1. **SCOPE OF SERVICES:** The Scope of Services performed under this Agreement shall be as described above. Separate Change Orders signed by authorized representatives of Timmons Group and the Client may, from time to time, describe additional or different services to be performed under this Agreement, such Change Orders are incorporated by reference herein. These Terms and Conditions shall apply to the Change Orders except to the extent expressly modified by such Change Order. Timmons Group services with regard to the specific properties covered by this Agreement and subsequent Change Orders, if any, shall hereinafter be referred to as the “Project” or “Projects.”
2. **PROCUREMENT:** Timmons Group services have been procured via the Virginia’s Growth Alliance Term Contract dated August 29, 2019.
3. **STANDARD OF CARE AND CODE COMPLIANCE:** Timmons Group shall provide its services under this Agreement consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. Timmons Group shall exercise usual and customary professional care in its efforts to comply with all applicable codes, laws, regulations and the policies of regulatory agencies in effect as of the date of the Agreement (collectively, “legal requirements”). Design changes made necessary by newly enacted codes, laws, regulations and the policies of regulatory agencies after the date of this Agreement shall be treated as an additional service subject to an executed Change Order, and Timmons Group shall be entitled to appropriate additional compensation. Timmons Group shall not be liable for any damages arising from conflicting interpretations of any legal requirements by different officials. In the event of a conflict between legal requirements applicable to the Project, Timmons Group shall notify the Client of the nature and impact of such conflict, and the Client agrees to cooperate and work with Timmons Group in an effort to resolve the conflict.
4. **INSTRUMENTS OF SERVICE:** All documents, including, but not limited to, drawings, specifications, plans, reports and other forms of electronic data prepared and furnished by Timmons Group, are Instruments of Service pursuant to this Agreement and remain the property of Timmons Group. Client may retain one such copy of all such documents, for record purposes, which documents may only be used for the Project. Any adaptation by Client of said documents, whether intentional or inadvertent, without Timmons Group’s verification shall be at Client’s sole risk and without liability or legal exposure to Timmons Group or Timmons Group’s employees. Client agrees to assume all risks associated therewith and to hold Timmons Group harmless and indemnify it from and against any claims, liabilities, damages, losses and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.
5. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the of the place of the Project, without regard to its conflicts of laws provisions.
6. **THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the Client and Timmons Group.
7. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the Client and Timmons Group, such consent not to be unreasonably withheld.
8. **PROJECT SITE SAFETY:** Timmons Group’s Project site responsibilities are limited solely to the activities of Timmons Group and Timmons Group’s employees on the Project site. These responsibilities shall not be inferred by any party to mean that Timmons Group has responsibility for Project site safety. The Client and Timmons Group agree that Project site safety is the sole and exclusive responsibility of the Project’s owners or contractor(s). The parties likewise agree that the Project contractor(s) is solely responsible for Project means, methods, techniques, sequences of operation and procedures, and that Timmons Group shall have no obligations relating to these contractor(s) duties.

- 9. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, except as expressly stated in this Agreement, Timmons Group makes no representations or warranties, express or implied. Notwithstanding any other provision of this Agreement, the maximum liability, in the aggregate, to the Client and anyone claiming by or through the Client, of Timmons Group and its officers, directors, shareholders, partners, employees, agents and subconsultants, and any of them, for any and all claims, losses, or damages, including attorney's fees, in any way related to or arising from the Project or this Agreement, shall not exceed Timmons Group's total fee under this Agreement, or \$50,000, whichever is less.
- 10. DISPUTE RESOLUTION:** In the event of any action or proceeding brought by either party against the other under this Agreement, other than default on payment, the prevailing party shall be entitled to recover all costs and expenses, including its court reporter fees, expert witness fees, and reasonable attorney's fees. In the event the account is forwarded for collection based on default of payment, the Client will be responsible for all costs incurred including attorney's fees in an amount equal to 33% of the outstanding balance. The parties agree to litigation in a court of competent jurisdiction in the jurisdiction where the Project is located.
- 11. INDEMNIFICATION:** Timmons Group agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees, against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused solely and directly by the negligent performance of professional services by Timmons Group or its agents under this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Timmons Group, its officers, directors, employees and agents, against all damages, costs and liabilities, including reasonable attorney's fees, caused solely by the Client's negligent acts in connection with the Project or that of its Contractor(s), subcontractors or consultants or anyone for whom the Client is legally liable. Neither Timmons Group nor the Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- 12. MISCELLANEOUS:** This Agreement constitutes the entire agreement of the Parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or discharged orally, but only in an agreement in writing. If any term, condition, or provision of this Agreement is found unenforceable by a court of law or equity, this Agreement shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Agreement. **This represents drafting by both parties and in the event of ambiguities, the principle of interpretation against the drafter shall not apply.**

**Exhibit C – Professor Schafran Scope & Fee Proposal**

March 30, 2022

**To:** Matthew Miller  
**From:** Gary Schafran

**Subject:** Scope and Fee for Assistance in Sandy River Reservoir Monitoring and Treatability Study

Below is a draft scope, estimated hours, and proposed fee associated with providing guidance related to assessing Sandy River Reservoir water quality, guidance on treatability studies, and evaluation and interpretation of all data generated through these efforts. This effort also includes contributing to the generation of tables and figures, and writing sections that Timmons may include directly, incorporated in whole or in part, into the final technical memorandum prepared by Timmons for Prince Edward County.

The effort will include travel to Sandy River Reservoir for an initial effort to guide Timmons personnel on sampling and monitoring techniques. Travel to meet with the Virginia Department of Health, Danville Office is also budgeted in case this meeting occurs.

The deliverable from this effort will be all the electronic files developed/created as part of the assessment of data that will be collected during the reservoir monitoring effort and similar evaluation of data that will come from the laboratory treatability studies. Written interpretations of both efforts will be included and provided to Timmons in electronic form. Close coordination with Timmons is expected during the course of the project including monthly updates on efforts.

**Fee:** All-inclusive fee is \$110/hour

<b>Task</b>	<b>Description</b>	<b>Time (hours)</b>	<b>Cost</b>
<b>1</b>	Travel to Sandy River Reservoir from Virginia Beach, VA to meet with Timmons Personnel. One trip.	<b>8</b>	<b>\$880</b>
<b>2</b>	Travel to Danville to meet with Virginia Department of Health	<b>9</b>	<b>\$990</b>
<b>3</b>	Evaluate monitoring plan (initially) and provide input on analytical procedures and recommendations on outside laboratories. Assess and interpret water quality monitoring data combined with meteorological and hydrological conditions during the period of monitoring.	<b>25</b>	<b>\$2,750</b>
<b>4</b>	Provide oversight of treatability studies	<b>8</b>	<b>\$880</b>
<b>5</b>	Project coordination	<b>8</b>	<b>\$880</b>
<b>6</b>	Contribute to the writing and editing of the technical memorandum prepared by Timmons for Prince Edward County.	<b>30</b>	<b>\$3,300</b>
	<b>Total</b>	<b>88</b>	<b>\$9,680</b>



**Board of Supervisors  
Agenda Summary**

**Meeting Date:** April 12, 2022  
**Item #:** 27  
**Department:** County Administration/County Attorney  
**Staff Contact:** Douglas P. Stanley /Terri Atkins Wilson  
**Agenda Item:** Closed Session

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**SUMMARY:**

**MOTION GOING INTO CLOSED SESSION**

I move that the Board of Supervisors convene in Closed Session:

1. For consultation with legal counsel and briefings by staff members, pertaining to probable litigation, where such consultation and briefing in an open meeting would adversely affect the litigating posture of the county, pursuant to the exemption provided for in Section 2.2-3711(A)(7) of the *Code of Virginia*; and
2. For consultation with legal counsel regarding specific legal matters related to the county zoning ordinance, and requiring the provision of legal advice by such counsel, pursuant to the exemption provided for in Section 2.2-3711(A)(8) of the *Code of Virginia*.

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

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

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

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

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**Board of Supervisors  
Agenda Summary**

**Meeting Date:** April 12, 2022  
**Item #:** 28  
**Department:** County Administration  
**Staff Contact:** Douglas P. Stanley / Sarah Elam Puckett  
**Agenda Item:** Correspondence/Informational - Addendum

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**SUMMARY:**

Please see attachments.

**COST:**

**ATTACHMENTS:**

- a. Citizen Letter

**RECOMMENDATION:** None.

**SAMPLE MOTION:**

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

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

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

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

**From:** board@co.prince-edward.va.us  
**Sent:** Tuesday, April 12, 2022 11:42 AM  
**To:** dstanley@co.prince-edward.va.us  
**Cc:** Sarah Puckett  
**Subject:** FW:

## Rec'd in board@

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**From:** Kimbrough, Susan <susan.kimbrough@pecps.k12.va.us>  
**Sent:** Monday, April 11, 2022 11:33 AM  
**To:** board@co.prince-edward.va.us; Johnson, Barbara <barbara.johnson@pecps.k12.va.us>  
**Cc:** Womack, Beulah <beulah.womack@pecps.k12.va.us>; Corbett, Timothy <timothy.corbett@pecps.k12.va.us>; Varner, Lawrence C. <lawrence.varner@pecps.k12.va.us>; Carson, Lucy B. <lucy.carson@pecps.k12.va.us>; Gur, Peter <peter.gur@pecps.k12.va.us>; Farley, Doug <doug.farley@pecps.k12.va.us>; Stiff, Elzora <elzora.stiff@pecps.k12.va.us>  
**Subject:** Re:

Dr. Johnson,

Could you please copy us on your response to Mr. Toney since the email came to all of us? I'd also like a copy of your response to Anna Labosier's email on 3/25 regarding the mold issue at the elementary school. Thank you.

Susan Kimbrough  
Get [Outlook for iOS](#)

---

**From:** Ryan Taney <r.taney1987@gmail.com>  
**Sent:** Monday, April 11, 2022 10:47:49 AM  
**To:** [board@co.prince-edward.va.us](mailto:board@co.prince-edward.va.us) <[board@co.prince-edward.va.us](mailto:board@co.prince-edward.va.us)>; Johnson, Barbara <[barbara.johnson@pecps.k12.va.us](mailto:barbara.johnson@pecps.k12.va.us)>  
**Cc:** Kimbrough, Susan <[susan.kimbrough@pecps.k12.va.us](mailto:susan.kimbrough@pecps.k12.va.us)>; Womack, Beulah <[beulah.womack@pecps.k12.va.us](mailto:beulah.womack@pecps.k12.va.us)>; Corbett, Timothy <[timothy.corbett@pecps.k12.va.us](mailto:timothy.corbett@pecps.k12.va.us)>; Varner, Lawrence C. <[lawrence.varner@pecps.k12.va.us](mailto:lawrence.varner@pecps.k12.va.us)>; Carson, Lucy B. <[lucy.carson@pecps.k12.va.us](mailto:lucy.carson@pecps.k12.va.us)>; Gur, Peter <[peter.gur@pecps.k12.va.us](mailto:peter.gur@pecps.k12.va.us)>; Farley, Doug <[doug.farley@pecps.k12.va.us](mailto:doug.farley@pecps.k12.va.us)>; Stiff, Elzora <[elzora.stiff@pecps.k12.va.us](mailto:elzora.stiff@pecps.k12.va.us)>  
**Subject:**

Dr. Johnson and Members of The Board,

My name is Ryan Taney, and I live in the Hampden district. My daughter is in 4th grade, and loves her teachers dearly.

I am emailing you because, like many other parents, I have two jobs and am unable to attend the board meeting. I respectfully request this letter be read at the meeting if possible as I would like this to be public record.

I come to you today as a concerned parent, and speak for dozens of others. I have but one main question in my head. Why?

Why did it take a newspaper article to jumpstart repairing a leaking roof?

Why has this board done little to nothing in pressing Richmond to pass a bill allowing this county to procure the funding it needs to build a better school, and pay our teachers a fair wage?

Why are we losing teachers in droves?

Why are we unable to attract new ones?  
Why is there no accountability at any level in this system?  
And lastly, why should I feel it is acceptable to send my children to this school?

I am appalled at the lack of any attention to our teachers and staff, and any legitimate help or direction from their leaders. I feel as though because this school is the only public option for the county, its performance is just accepted. But all we are doing is setting up our children for failure, which in turn sets this entire county up for failure.

So, as a parent, I am requesting the following information, and for it to be shared publicly. I will not chase these answers down, but I do expect that us parents are notified of these answers in a transparent and timely fashion.

What is the current status of the roof repair for the elementary school, and what is the written action plan set forth to maintain it?

What is being done by the school board and administrators to campaign for HB63?

What is the attendance records percentage YTD and by month for the three school divisions? What is the action plan for any division below 97%, and why are we accepting those numbers?

What is being done to recruit and retain teachers? Are we performing exit interviews for each teacher, and what are the results of those?

What is the plan for middle school next year? By my calculations, we do not have enough teachers for the school to operate successfully.

What is the written education plan to bring our school up from one of the worst in the state?

And finally, what are we doing to hold our administrative staff accountable? From the board itself, to our superintendent to our deans. When plans are not followed through, be it a teacher with a lesson plan, or you, Dr Johnson, in not getting our roof repaired, how is that being handled?

I look forward to the answers to these questions, and actions being taken to correct these grave issues.

Thank you for your time.

Ryan Taney