A Work Session Meeting of the Westmoreland County Board of Supervisors was held Wednesday, May 29, 2024, in the public meeting room of the George D. English, Sr. Memorial Building, located at 111 Polk Street, Montross, Virginia. Those members present were Darryl E. Fisher, W. W. Hynson, Jeffrey McCormack, Matthew Ingram and Timothy J. Trivett. Also present were Richard Stuart, County Attorney, Debra Whaley, Interim County Administrator, and Donna Cogswell, Assistant County Administrator.

1. CALL TO ORDER:

   Chairman Hynson called the meeting to order at 5:35 p.m.

2. CONSENT AGENDA: Approval of/Amendment to Board Agenda: Chairman Hynson stated that everyone should have received the Agenda and asked if anyone had any changes or comments to the Agenda,

   Mr. Trivett asked if he could make a motion to amend the Agenda to add back the transfer station issue because he noticed it has been removed. He believes that it still needs to be discussed and based on the information received by the former county administrator whether we need to request a forensic audit or state police investigation regarding possible improprieties. Chairman asked for second, Mr. Ingram. Chairman asked the County Attorney for assistance as to how to proceed. The County Attorney stated, as he understands, Mr. Trivett would like this topic on the agenda for discussion tonight, is that accurate? Mr. Trivett responded - correct. Mr. Trivett clarified that he cannot make a motion to take action because this is a work session so it is for discussion only and then be added to the next regular meeting. The County Attorney noted that you typically cannot take action at a work session but you can because it is a publicly scheduled meeting and advertised, Mr. Stuart reiterated that typically you do not but you can. Chairman said to be perfectly honest we all need to read the contact that we have with the provider and be well counseled on what they have to provide and what they don't have to provide. Mr. Trivett stated he believes the county administrator that has been fired went over the contract with the Board already and provided information to us that shows possible improprieties at the transfer station and that all we need to move forward based on what we were told. The County Attorney stated that just as a point – Mr. Trivett made a Motion to amend the agenda and Mr. Ingram second it so Chairman needs to call for a vote to determine if the agenda will be amended for this discussion. Mr. Stuart directed the Chairman to do a Roll call vote: Mr. McCormack – nay; Mr. Ingram – aye; Mr. Fisher – aye; Mr. Trivett – aye; and Chairman – aye.

Mr. McCormack stated he would also like to add two other items to the Agenda. First, he would like to make a Motion to add a Standards of Conduct Contract between Board members voted on prior to the presentations; Chairman asked for second, Mr. Fisher. Roll call vote: Mr. McCormack – aye; Mr. Ingram – abstain; Mr. Fisher – aye; Mr. Trivett – abstain; and Chairman – aye. Second, Mr. McCormack would like to make a Motion to entertain a part-time employment agreement with the former county administrator to assist the interim county administrator with the FY 24-25 budget. Chairman asked for a second, Mr. Fisher. Roll call vote: Mr. McCormack – aye; Mr. Ingram – nay; Mr. Fisher – aye; Mr. Trivett – nay; and Chairman – aye.

County Attorney noted that Mr. McCormack's first Motion was to amend the Agenda so that the first matter would be the Standards of Conduct before the presentations. Mr. McCormack asked that he asked the County Attorney to draw up a Standards of Conduct regarding censorship that was brought up at a prior meeting but is not part of the Rules. Mr. McCormack noted no vote is need just a signature, if everyone does not sign it will be added to the next Regular meeting for Board vote. He then read the document (attached below):

STANDARDS OF CONDUCT

for members of the Westmoreland County Board of Supervisors

Realizing that persons holding a position of public trust are under constant observation by the media and all County residents, and further recognizing that maintaining the integrity and dignity of public office and confidence in our institutions of government, every member of the Westmoreland County Board of Supervisors does publicly commit collectively and individually to the following Standards of Conduct.

1. The Board will focus on issues and avoid making derogatory or demeaning public comments about individuals, staff members, fellow Board members, community residents or media representatives.

2. To strive sincerely to build better relationships with one another and with the County Administrator, Constitutional Officers, and the elected and appointed Boards and Commissions of Westmoreland County.

3. Offer constructive criticism of colleagues or county employees only in private meetings with appropriate individuals or in closed sessions.

4. Work to create a positive environment in public meetings where citizens will feel comfortable in their role as observers and/or participants.

5. To listen carefully and maintain an attitude of courtesy and consideration toward all colleagues and staff during all discussions and deliberations.

6. To always be tolerant. Allow citizens, employees, or colleagues sufficient opportunity to present their views.

7. To listen carefully and be respectful and attentive. Avoid comments, body language or distracting activity that conveys a message of disrespect for the presentations from citizens, County personnel, or colleagues.

Violations of any of the above Standards of Conduct will result in the following disciplinary actions:

1. For a first offense, the member shall receive a verbal reprimand, and the Chairman shall call for a vote to fine the member $300.00 (Three Hundred Dollars). Upon an affirmative vote by the Board, the member shall be fined $300.00 (Three Hundred Dollars), which shall be deposited in the County's general fund.
2. For a second offense, the Chairman shall call for a vote to remove the member from the meeting and to be fined $300.00 (Three Hundred Dollars). Upon an affirmative vote by the Board, the member shall be removed from the meeting and fined $300.00 (Three Hundred Dollars), which shall be deposited in the County's general fund. If the member refuses to leave, the member shall be removed by law enforcement.
3. For a third or subsequent offense, the Chairman shall call for a vote of public censure and a fine of one month's salary. Upon an affirmative vote by the Board, the member shall be publicly censured and shall be fined the amount of one month's salary, which shall be deposited in the County's general fund.

We, the undersigned, do hereby recognize that holding public office is a public trust and that the stewardship of the Westmoreland County Board of Supervisors and County services demands the highest level of professional, ethical and moral conduct. We therefore commit to adhere to the Westmoreland County Standards of Conduct at all times in our professional lives.

Name	Signature	Date

Mr. Trivett said the only thing he will say about this Standard's of Conduct is this past week and as of yesterday when the special meeting was called, at least two Board members, were brought to a meeting to watch the county administrator be fired and we had no knowledge of it whatsoever. Three Board members, that did the firing, had all the knowledge of it because they had either met or talked about it or discussed it because when we got to the meeting it was a done deal. He then stated that when he sees the "standards" he knows where they are coming from because we have someone who came onto the Board talking about open government and then they go behind your back and do that kind of thing and fire a county administrator that did absolutely nothing wrong, in his opinion. He continued he doesn't know how he can even accept something like this when it comes from someone who says one thing and does something else.

Mr. Fisher stated that he knows where this is going. Good, bad or indifferent, it is a disgrace and he doesn't recall a time in the history of the Board of Supervisors that we have had to have in place a Rule of Conduct among individuals that were elected by the citizens to work together. He continued they need to agree to disagree and work together and leave with a civil conclusion to the business at hand. It is for the very reason of the comments that were just made that we have an element among us that has lost perspective of what it means to reason together to be able to disagree without becoming disagreeable and it is a sad state of affairs that we have come to and the first he has witnessed in 32 years.

Mr. Stuart stated that if everyone is not going to sign the document willingly, as he believes Mr. Trivett is not ready to do that, the next option would be to present it as an option to the Rules and those say you must give five (5) days' notice and it could be heard at the next Regular meeting. Mr. McCormack stated he would like that retroactive. Mr. Stuart said it could be retroactive to the day everyone had notice of it.

Chairman Hynson then turned the meeting over to the Interim County Administrator to proceed with the Presentations.

3. PRESENTATIONS

a) Bevans Pump and Haul Agreement (Jeff Minner, Bayshore Design)

Mr. Minner was present today to discuss the Bevans pump and haul agreement. They have an existing pump and haul with a limit capacity permit that was written many years ago. They would

like to expand on that and add more capacity to their existing pump and haul permit, which requires approval by the Board. The design has been completed, submitted to the appropriate agencies, including the health department which has signed off on it but the permit is actually issued to the County of Westmoreland. Mr. Minner noted that Bevans is doubling the capacity, not because of the staff or employees but to build a new bathroom addition in a building where it required staff to walk to another building to use the facilities. It is also in anticipating more employees and preparing for the future. The new agreement is similar to the old agreement. Mr. Harrison from the health department can only think of three of these in the entire state of Virginia so they had to look at the other counties agreement to try and bring this one up to date. The Health Department did review the agreement and made a couple suggestions that were implemented into the new agreement, addition of a bond is one matter. There is a contractor in place that would agree to take double capacity if necessary.

Chairman asked if Mr. Fisher would like to comment since it is in his district.

Mr. Fisher stated that he was around when the original agreement was executed in 1995. Bevans has lived up to that agreement and there have been no major incidents, to his knowledge. He feels confident that with these modifications within the agreement and their past track record, he has no reason to believe they would not honor this agreement as they have in the past. Mr. Fisher then referred to the County Attorney and asked if this is an action they can take action on. County Attorney stated again, typically you do not take action but you can take action if you so choose. Kelly DeJesus, Land Use spoke and she indicated that she worked with Ben Prescott and a couple provisions were added. These changes were added and it was sent back to Bevans for review but they don't know who the creator of the original document was or who the attorney for Bevans was so they are waiting on for a response to the changes. She concluded that they do not have the final agreement back yet so are not ready for a vote. Mr. Stuart noted he did receive the agreement from Mr. Prescott and discussed it with him and approved the changes. He wasn't certain the version the Board has is the correct version but when the agreement is before the Board they can state that the County Attorney has approved. Mr. Fisher asked if there is a great deal of urgency or can this wait. Ms. DeJesus stated they do not have the approval yet from Bevans and they would track down the original creator of the document, as well as, who the

attorney is for Bevans. It was decided to wait until they had all the information before voting as this is not an urgent matter.

PUMP AND HAUL AGREEMENT

THIS AGREEMENT, made and dated the _____ day of _____, 2024, by and between the County of Westmoreland, Virginia, a Body Politic (Westmoreland County); and Bevans Oyster Company, a Virginia Corporation (Bevans) located at 1090 Skipjack Road, Kinsale VA 22488 of TM #49 122U.

WHEREAS, Part III, Article 2 of the Virginia Sewage Handling and Disposal Regulations permits the disposal of sewage on a "pump and haul" basis by a government entity upon execution of a contract between the government entity and the Commonwealth of Virginia, Department of Health (Health Department), and upon issuance of permits by the Health Department for pumping and hauling and for each storage facility; and

WHEREAS, there is currently a Health Department pump and haul permit that was issued in 1995 for the Bevans facility; and

WHEREAS, the current Health Department pump and haul permit allows for additional sewage storage facilities (holding tank) to be covered under the existing 1995 permanent pump and haul permit, provided an agreement is entered into between Westmoreland County and Bevans for the additional facility, guaranteeing that the Westmoreland County will be responsible for the pump and haul system if approved for said applicant; and

WHEREAS, no practical economic method exists under current circumstances for the disposal of sewage from Bevans except by pumping and hauling to a Health Department approved sewage disposal facility; and

WHEREAS, Bevans intends to construct the additional sewage storage facility (holding tank, see application by Wayne Savage PE dated 3-11-2024) as a part of Bevan's sewage disposal system; and intends to use said holding tank in conjunction with permanent pump and haul as the "proven system"; and

WHEREAS, Bevans has contracted or will contract with a private contractor holding a sewage handling permit to pump and haul sewage as required (see contract hauler agreement by James Dorsey Hall dated 3-11-2024); and

WHEREAS, Westmoreland County does guarantee to the Health Department that Bevans shall comply with all applicable provisions of said regulations.

THEREFORE, WITNESSETH: that, for and in consideration of the requirements of said regulations, the issuance of pump and haul permits and sewage storage facility permits, and in consideration of the benefits accruing to Bevans as a result thereof, the parties all agree as follows:

(1) Bevans shall have designed and constructed a sewage storage facility in accordance with Part IV, Article 7 of the Virginia Sewage Handling and Disposal Regulations and shall apply to the Health Department for a permit for the sewage storage facility.

(2) Westmorland County shall provide sewage disposal services to Bevans for the period the structure and facilities are utilized or until connection can be made to an approved sewage facility, and Westmorelans County agrees to guarantee compliance by Bevans with all applicable regulations concerning sewage collection and disposal services.

(3) Westmoreland County does guarantee to the Health Department that Bevans will provide pump and haul services through a private contractor holding a sewage handling permit for the period the structures and facilities are utilized or until connection can be made to an approved sewage facility.

(4) The Health Department, upon receipt of proper application therefore, and provided all applicable regulations are adhered to, will issue the permit required for the proposed new sewage storage facility and pump and haul operation for Bevans.

(5) Nothing herein shall be construed to restrict the Health Department's ability to revoke the permit(s) for failure to comply with provisions of applicable statutes, the Sewage Handling and Disposal Regulations, or other applicable regulations.

(6) This permit may be modified in writing from time to time at the request of Westmoreland County, depending upon further regulation being imposed upon the said Applicant by the Health Department or the Westmoreland County Health Department, with respect to the governing and operation and maintenance of the pump and haul system.

(7) Further, if the said Applicant fails or refuses to operate and maintain said pump and haul system pursuant to Health Department regulations, Westmoreland County reserves the right to notify the said applicant and cancel said permit.

(8) Westmoreland County further agrees to notify the Health Department of said breach and cancellation and request that the pump and haul permit be revoked.

WITNESS the following signatures and seals:

BEVANS OYSTER COMPANY

By _____

Ronald W. Bevans, President

Date _____

STATE OF VIRGINIA

County of Westmoreland, to-wit:

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that, Ronald W. Bevans, President, Bevans Oyster Company, whose name is signed to the foregoing has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this ____ day of _____, 2024.

My commission expires:

_____

Notary Public

(S E A L)

COUNTY OF WESTMORELAND, VIRGINIA

By _____

W. Benjamin Prescott, County Administrator for Westmoreland County

STATE OF VIRGINIA

County of Westmoreland, to-wit:

I, _____, a Notary Public in and for the State and County aforesaid, do hereby certify that, W. Benjamin Prescott, County Administrator for Westmoreland County, whose name is signed to the foregoing has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this _____ day of _____, 2024.

My commission expires:

_____

Notary Public

(S E A L)

PUMP AND HAUL AGREEMENT

THIS AGREEMENT, made and dated the _____ day of _____, 1995, by and between the Commonwealth of Virginia, Department of Health (Department); the County of Westmoreland, Virginia, a Body Politic (County); and Bevans Oyster Company, a Virginia Corporation (Bevans).

WHEREAS, Part III, Article 2 of the Virginia Sewage Handling and Disposal Regulations permits the disposal of sewage on a "pump and haul" basis by a government entity upon execution of a contract between the government entity and the Department, and upon issuance of permits by the Department for pumping and hauling and for each storage facility; and

WHEREAS, Bevans intends to construct a sewage storage facility (holding tank) as a part of the sewage disposal system; and intends to use said holding tank in conjunction with permanent pump and haul as the "proven system"; and

WHEREAS, Bevans anticipates that this sewage disposal system will be considered for approval within the next year; and

WHEREAS, there is currently a pump and haul permit approved for Bevans which requires modification as herein set out; and

WHEREAS, no practical economic method exists under current circumstances for the disposal of sewage from Bevans except by pumping and hauling to a Department approved sewage disposal facility; and

WHEREAS, Westmoreland County has contracted or will contract with a private contractor holding a sewage handling permit to pump and haul sewage as required; and

westcol\bevans

WHEREAS, County does guarantee to the Department that Bevans shall comply with all applicable provisions of said regulations.

THEREFORE, WITNESSETH: that, for and in consideration of the requirements of said regulations, the issuance of pump and haul permits and sewage storage facility permits, and in consideration of the benefits accruing to Bevans as a result thereof, the parties all agree as follows:

(1) Bevans shall have designed and constructed a sewage storage facility in accordance with Part IV, Article 7 of the Virginia Sewage Handling and Disposal Regulations and shall apply to the Department for a permit for the sewage storage facility.

(2) County shall apply to the Department for a pump and haul permit to provide sewage collection and disposal services to Bevans for the period the structure and facilities are utilized or until connection can be made to an approved sewage facility, and County agrees to guarantee compliance by Bevans with all applicable regulations concerning sewage collection and disposal services.

(3) County will provide pump and haul services to Bevans through a private contractor holding a sewage handling permit for the period the structures and facilities are utilized or until connection can be made to an approved sewage facility.

(4) The Department, upon receipt of proper application therefore, and provided all applicable regulations are adhered to, will issue all permits required for each sewage storage facility and pump and haul operation required to provide sewage collection and disposal from Bevans.

(5) Nothing herein shall be construed to restrict the Department's ability to revoke the permit(s) for failure to comply with provisions of applicable statutes, the

Sewage Handling and Disposal Regulations, or other applicable regulations.

WITNESS the following signatures and seals:

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF HEALTH

By William R. Melton MD
Donald R. Stern MD / WRM

State Health Commissioner

Date 10/9/95

COUNTY OF WESTMORELAND, VIRGINIA

By [illegible]

Date 8-9-95

BEVANS OYSTER COMPANY

By Ronald W. Bevans

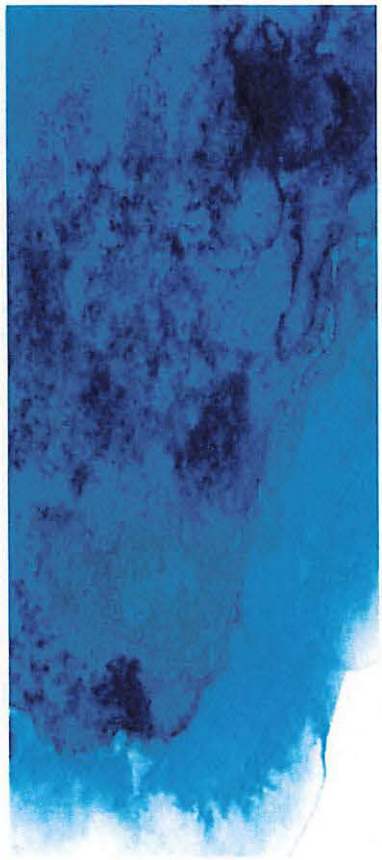
Ronald W. Bevans, President

Date 9-5-95

b) NNRJ Budget FY24-25.

Mr. Fisher stated the Board has the budget as prepared by NNRJ, and he is the Chair. This budget comes to us with a request of no funding. He hopes the Board has an opportunity to review and ask any questions prior to the June meeting. Mr. Fisher stated that it is great that NNRJ can prepare a budget and the localities are not asked for any funding.

NNRJ Budget FY 24/25



Northern Neck Regional Jail Budget Expenditures		FY 24/25 Budget
1000 Personnel Services		
	1100 Salaries & Wages - Reg	$ 5,918,225.00
	1111 Board Members Comp.	$ 15,600.00
	1112 Adm. Salaries	$ 169,637.00
	1200 Salaries & Wages - O.T.	$ 250,000.00
	1300 Salaries & Wages Part-time	$ 70,000.00
	1701 Holiday Pay	$ 125,000.00
	TOTAL PERSONNEL SERVICES	$ 6,548,462.00
2000 Employee Benefits		
	2100 FICA	$ 452,744.00
	2210 VRS Retirement	$ 422,787.00
	2300 Hospital/Medical - Local Choice	$ 825,000.00
	2400 Group Life Insurance	$ 78,867.00
	2600 Unemployment Insurance	$ 10,000.00
	2700 Workers Comp. Insurance	$ 70,000.00
	2830 LODA	$ 19,800.00
	EMPLOYEE BENEFITS TOTAL	$1,879,198.00
3000 Purchased Services		
	3110 Medical Doctor (In-House)	$ 92,000.00
	3111 Medical, Dental, Hospital/Psych	$ 200,000.00
	3120 Accounting/Auditing Services	$ 30,000.00
	3150 Legal Services	$ 42,000.00
	3160 Management fees	$ 25,000.00
	3161 Trusty Work Crew	$ 30,000.00
	3310 Repair & Main. Services	$ 150,000.00
	3320 Maintenance Contracts	$ 110,000.00
	3500 Printing & Binding	$ 4,000.00
	3600 Advertising/Branding	$ 15,000.00
	3810 Tuition Paid - RRCJT Acad.	$ 29,000.00
	3812 CSB Contract Services	
	3822 Payroll Services	$ 12,000.00
	PURCHASED SERVICES TOTAL	$739,000.00

BUDGET- Expenditures	Budget FY 24/25
5000 Other Charges	
5110 Electrical Services	$ 165,000.00
5120 Heating Services (Natural Gas)	$ 150,000.00
5130 Water	$ 65,000.00
5131 Sewer	$ 260,000.00
5140 Refuse Collection	$ 30,000.00
OTHER CHARGES TOTAL	$ 670,000.00
5200 Communications	
5210 Postal Services	$ 9,000.00
5220 Messenger Services	
5230 Telecommunications	$ 40,000.00
5231 Telecommunications- Debit Call	$ -
COMMUNICATIONS TOTAL	$49,000.00
5300 Insurance	
5301 Boiler Insurance	$ 1,050.00
5302 Fire Insurance	$ 10,579.00
5305 Motor Vehicle Insurance	$ 6,000.00
5307 Liability Insurance	$ 8,105.00
TOTAL INSURANCE	$ 25,734.00
5400 Lease & Rentals	
5410 Lease/Rent of Equipment	$ 30,000.00
TOTAL LEASE & RENTALS	$ 30,000.00
5500 Travel	
5510 Milage - Private Vehicle	$4,000.00
5530 Subsistance & Lodging	$17,000.00
5540 Convention & Education	$17,000.00
TOTAL TRAVEL	$38,000.00

BUDGET-Expenditures	Budget FY 24/25
TOTAL CONTRIBUTIONS OTHER	$0.00
5800 Miscellaneous	
5810 Dues & Assoc. Membership	$ 6,000.00
5811 PAPIS	$ 840.00
5812 CCCA	$ 9,000.00
TOTAL MISCELLANEOUS	$ 15,840.00
6000 Materials & Supplies	
6001 Office Supplies	$ 15,000.00
6002 Food	$ 530,000.00
6003 Agricultural/Landscaping Supplie	$ 2,500.00
6004 Medical & Pharmaceutical Suppl	$ 350,000.00
6005 Laundry, Housekeeping & Jan	$ 85,000.00
6006 Linen Supplies	$ 15,000.00
6007 Repair & Maint. Supplies	$ 80,000.00
6008 Vehicle & Powered Fuels	$ 80,000.00
6009 Vehicle & Powered Supplies	$ 32,000.00
6010 Police Supplies	$ 20,000.00
6011 Uniform & Wearing Apparel	$ 21,000.00
6012 Books and Subscriptions	$ 300.00
6014 Other Operating Supplies	$ 15,000.00
6021 Computer Supplies & Software	$ 13,000.00
6022 Food Service Supplies and Equi	$ 5,000.00
6023 Inmate Clothing & Supplies	$ 30,000.00
6024 MAT GRANT Other	$ 100,000.00
TOTAL MATERIALS & SUPPLIES	$1,393,800.00

BUDGET-Expenditures	Budget FY 24/25
7000 Payment to Joint Operations	
7001 Fiscal Agent	
TOTAL PAYMENT TO JOINT OP	$0.00
8000 Capital Outlay	
8201 Machinery & Equipment	$ 5,000.00
8202 Furniture & Fixtures	$ 10,000.00
8203 Communications Equipment	$ 7,000.00
8205 Motor Vehicle & Equipment	$ 65,000.00
8207 EDP Equipment	$ 20,000.00
8213 Capital Improvements	$ 350,000.00
TOTAL CAPITAL OUTLAY	$ 457,000.00
OPERATIONAL BUDGET	$11,846,034.00
9000 Other Uses of Funds	
9100 Contribution to fund balance	
9212 Emergency Preparedness	
9300 Contingency	$ 350,000.00
TOTAL OTHER	$350,000.00
33301 Drug Court Grant	
3111 Medical, Dental Hospital Service	$15,000.00
3500 Printing & Binding	$1,500.00
5510 Travel Mileage	$5,000.00
5812 Drug Court Fee	$1,500.00
6014 Other Operating Supplies	$9,800.00
TOTAL DRUG COURT GRANT	$32,800.00
TOTAL OPERATIONAL BUDGET	$12,228,834.00

Northern Neck Regional Jail		FY 24/25 Budget
Revenue		
Compensation Board		
23000-80	Salaries & Other Operating Expense	$ 2,791,311.00
24040-18	Per Diem/Prisoner Days	$ 475,678.00
	SUB-TOTAL, COMPENSATION BOARD	$ 3,266,989.00
Local Share		
18990-14	Westmoreland County	
18990-13	Richmond County	
	Town of Warsaw	
	Northumberland County	
19020-04	Gloucester County	$ 684,053.00
	SUB-TOTAL, LOCAL SHARE	$ 684,053.00
Other Income		
19020-01	Rental Beds	$ 5,433,993.00
19020-05	Drug Court-Essex County	$ 6,000.00
19020-06	Drug Court-Lancaster County	$ 6,000.00
19020-07	Drug Court-Northumberland County	$ 6,000.00
19020-08	Drug Court-Ricmond County	$ 6,000.00
19020-09	Drug Court-Westmoreland County	$ 6,000.00
18990-15	Inmate Phones	$ 600,000.00
18990-17	Electronic Monitoring	$ 8,000.00
18990-18	Miscellaneous	$ 5,000.00
18990-19	Inmate Commissary	$ 400,000.00
18990-20	SSA - Reimbursement	$ 13,000.00
18990-21	Video Visitation	
24040-19	CCCA Grant	$ 328,010.00
24040-20	PAPIS Grant	$ 161,104.00
33301-15	Drug Court Grant	$ -
24040-22	State Drug Court Grant	$ 65,000.00
24040-21	CCCA Supervision Fees	$ 9,000.00
24040-25	Drug Court Fee	$ 1,500.00
24040-26	CESF Grant	$ -
24040-27	Programs Grant	$ -
24040-28	ARPA Regional Jail Grant	$ -
24040-29	MAT Grant	$ 215,485.00
24040-30	MAT Grant - Gloucester	$ 20,000.00
16030-01	Work Release	$ 2,500.00

16010-01	Interest	$ 200.00
16010-02	Investment Acct.	$ 25,000.00
16010-04	Gain on Sale of Investments	
16010-07	Market Value Change	
33011-02	U.S Marshal - Jail Addition	
33011-03	Transport Reimbursement	$ 450,000.00
33011-23	Guard Hire Reimbursement	$ 60,000.00
16030-05	Expenditure Refunds	$ 100,000.00
16010-05	Inmate Medical Fees	$ -
16010-06	Federal Medical Reimbursement	$ -
10000-01	Fund Balance Appropriation	$ 350,000.00
	SUB-TOTAL,OTHER INCOME	$ 8,277,792.00
TOTAL REVENUE		$ 12,228,834.00

Northern Neck Regional Jail Revenue		FY 24/25 Budget
Compensation Board		
23000-80	Salaries & Other Operating Expense	$ 2,791,311.00
24040-18	Per Diem/Prisoner Days	$ 475,678.00
	SUB-TOTAL, COMPENSATION BOARD	$ 3,266,989.00
Local Share		
18990-14	Westmoreland County	
18990-13	Richmond County	
	Town of Warsaw	
	Northumberland County	
19020-04	Gloucester County	$ 684,053.00
	SUB-TOTAL, LOCAL SHARE	$ 684,053.00
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19020-06	Drug Court-Lancaster County	$ 6,000.00
19020-07	Drug Court-Northumberland County	$ 6,000.00
19020-08	Drug Court-Ricmond County	$ 6,000.00
19020-09	Drug Court-Westmoreland County	$ 6,000.00
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18990-21	Video Visitation	
24040-19	CCCA Grant	$ 328,010.00
24040-20	PAPIS Grant	$ 161,104.00
33301-15	Drug Court Grant	$ -
24040-22	State Drug Court Grant	$ 65,000.00
24040-21	CCCA Supervision Fees	$ 9,000.00
24040-25	Drug Court Fee	$ 1,500.00
24040-26	CESF Grant	$ -
24040-27	Programs Grant	$ -
24040-28	ARPA Regional Jail Grant	$ -
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16030-01	Work Release	$ 2,500.00

15010-01	Interest	$ 200.00
15010-02	Investment Acct.	$ 25,000.00
15010-04	Gain on Sale of Investments	
15010-07	Market Value Change	
33011-02	U.S Marshal - Jail Addition	
33011-03	Transport Reimbursement	$ 450,000.00
33011-23	Guard Hire Reimbursement	$ 60,000.00
18030-05	Expenditure Refunds	$ 100,000.00
16010-05	Inmate Medical Fees	$ -
16010-06	Federal Medical Reimbursement	$ -
10000-01	Fund Balance Appropriation	$ 350,000.00
	SUB-TOTAL,OTHER INCOME	$ 8,277,792.00
TOTAL REVENUE		$ 12,228,834.00

c) Glebe Harbor-Cabin Point Sanitary District – Insurance Claim

Mr. Selby, President of the Sanitary District was present to discuss this matter. He began by stating that under the Lease & Management Agreement with Westmoreland County, the Glebe Harbor-Cabin Point Association leases its recreational facilities from the County, including the clubhouse, pool, tennis courts, picnic area, playground, 2 boat ramps, and 4 beaches, leased for 99 years. The Association acts as the day-to-day manager of the recreational facilities and works under the supervision and direction of Westmoreland County. The operating revenue of the Sanitary District is the recreational user fund set and collected by Westmorland County. In accordance with the management agreement with the Sanitary District, the Association pays the insurance premiums and is reimbursed by the Sanitary District. He continued that they experienced a weather event on January 9, 2024 that featured 1.5 inches of rain, sustained winds of 22 miles per hour and gusts of 45 miles per hour. We had a large tree that was down across the entrance to Glebe Harbor, schools closed early, and we cancelled Happy Hour due to the inclement weather. The roof in the Rotunda began to leak in several places in the Clubhouse. In light of the damage, we recently filed a claim with our insurance company and received a partial claim check in the amount of $21,629.08 and will received recovered depreciation when repairs are made in the amount of $8,671.76. The normal process is that the roof repair would be done by the Sanitary District, the Association is willing to use the insurance funds to contribute toward the repair of the roof. They have contacted Jeff Frazier of the County to gather Bids for the repair.

Mr. Stuart asked for clarification that the County owns and leases back to the Association or reverse? Mr. Selby said the Association owns the recreational facilities and lease them to the County .... and Mr. Stuart continued .... for the use of the members in the Sanitary District. Mr. Selby said correct and the Association is the day to day manager of that. Mr. Stuart asked if the Sanitary District speaks to this some sort of way. Mr. Selby said nothing that he could find. Mr. Stuart asked if he could have a chance to look at all the documents before it comes to a vote. Mr. Selby stated they are not in any hurry. Mr. Selby and the County Attorney would review the documents and speak about this topic. Mr. Stuart asked if there are any restrictions to the insurance check; Mr. Selby said none. Mr. Selby also stated the Association primarily does not want to use Association money for things for the Sanitary District that the County is responsible

for and the Association is willing to give the money to the Sanitary District as partial payment for a new roof. Mr. Stuart stated he is confused when Mr. Selby states things the County is responsible for. Mr. Stuart said the County is not responsible for it, the Sanitary District is responsible and you tax your residents and that money goes into a fund to pay for all this. So, I don't see the difference between an insurance check and the taxes they pay. Mr. Stuart concluded by saying he would just like to meet with Mr. Selby and look at the documents and talk it through. Mr. McCormack ask to clarify that the civic association was set up after GH-CP was dissolved and pays the insurance right now and that is the agreement between the association and the sanitary district. Mr. Selby said the use of civic association is not the right term, it would be GH-CP Association and they pay insurance and the immediately seek reimbursement from the Sanitary District. Mr. McCormack thanked Mr. Selby for the clarification.

d) Land Use Cases

i. **CASE#2406-CA-02:** Proposed Amendments to Chapter 54 and 55 in the County Code, consolidating the Erosion & Sediment Control and Stormwater Management Ordinances in Accordance with Amended State Regulations.

Ms. McDowell stated this is a brief overview (see staff report below) of changes to the Code Chapter 54 and 55. There were separate ordinances but somewhat related and the state has been working on merging these together and they have completed the revision and that is what we are presenting to the Board for approval. There is very little change just to reduce redundancies. Mr. Stuart stated we have to approve this. Ms. McDowell responded that the Ordinance takes affect July 1st and we are to have our ordinances amended to reflect the changes.

Westmoreland County, Virginia
LAND USE ADMINISTRATION
PO Box 1000
Montross, VA 22520
804-493-0120

Building Official
Zoning Official
Planning Commission
Board of Zoning Appeals
Board of Building Appeals
Wetlands Board

County Code Amendment
Staff Report

Date:	May 11, 2024
From:	Beth McDowell, *Planning Director*
Case #:	2406-CA-02
Site Location:	County-wide, excluding Town of Colonial Beach
Project Description:	Proposed amendments to Chapter 54 and 55 in the County Code, consolidating the Erosion & Sediment Control and Stormwater Management Ordinances in accordance with amended state regulations
PC Work Session:	Monday, May 20, 2024 (3:00 pm, English Building)
BOS Work Session:	Wednesday, May 29, 2024 (5:30 pm, English Building)
Planning Commission:	Monday, June 3, 2024 (1:30 pm, English Building)
Board of Supervisors:	Monday, June 10, 2024 (6:00 pm, English building)

Background:

Generally speaking, the Erosion & Sediment Control program governs properties during construction, to prevent soil erosion and the discharge of sediment off-site. Stormwater management regulations are more concerned with permanent measures of post-construction run-off control. Both sets of regulations deal with the issue of rushing rainwater and where it flows, how fast it flows, and what it might be carrying along with it. The end goal of both regulations is to prevent damage to the subject property, down-slope properties, and the overall environment.

Chapter 54 of the Westmoreland County Code, entitled Erosion and Sediment Control, was last updated in 2008. Chapter 55 of the County Code was adopted in 2014 and is officially titled Chesapeake Bay Preservation Area Land Disturbances but can be more commonly referred to as the County's stormwater management ordinance. Both County regulations are heavily based upon and directly reference their respective state codes.

In 2016, the state legislature directed the Virginia Department of Environmental Quality (DEQ) to consolidate these two separate sets of state codes [contained in 9VAC25-840, 9VAC25-850, and 9VAC25-870)] into a merged, integrated single ordinance. The intent was to reduce confusion, redundancy, and conflicts between two closely associated sets of regulations. After some delay in this process at the state level, the consolidated state regulations [9VAC25-875] were approved by the State Water Control Board in 2023 and will take effect on July 1, 2024.

This newly consolidated state ordinance language creates little substantial change to the existing minimum standards, procedures, and technical criteria. Likewise, the attached draft of the County ordinance currently doesn't propose any drastic alterations, although staff has taken the opportunity to fine-tune the existing language in the steep slope subsection. This subsection is not part of the model ordinance but is an additional standard that was implemented in the County's 2008 Erosion & Sediment Control ordinance. It applies in certain cases where construction is proposed close to or on steep slopes (greater than 25% or 4:1 slope) and includes additional requirements to ensure that the work doesn't unduly damage the slope and that the structure will be supported if the slope degrades.

Need for Board Action:

DEQ has provided all localities with a model ordinance and instructed them to update their ordinances in accordance with the newly consolidated state regulations. Accordingly, staff has drafted an ordinance amendment consistent with the model ordinance and also incorporated several more stringent standards that are already part of our current ordinances. These more stringent standards are: 1) the language related to steep slopes discussed above and 2) a threshold of 833 square feet of impervious cover in addition to the state-required threshold of 2,500 square feet of land disturbance; those thresholds are the trigger for the requirement of a land disturbing permit.

Any changes to County codes need to be reviewed and approved by means of a public hearing process before the Planning Commission and Board of Supervisors. **The relevant state codes take effect on July 1, 2024; the County ordinance should also become effective on that date.**

Necessary next steps:

There are currently references in Zoning Ordinance Article 3-1, the Chesapeake Bay Preservation Area Overlay District (CB-OD), to the unconsolidated Erosion and Sediment Control Ordinance and Chesapeake Bay Preservation Act Land-Disturbing Activity Ordinance. For clarity, these references will need to be amended to refer to the consolidated Erosion and Stormwater Management Program.

Possible additional next steps:

In the future, Land Use staff would like to initiate a discussion to explore the possibility of further code amendments to address stormwater management concerns primarily on older small lots in areas/subdivisions without a comprehensive stormwater management plan.

Attachments:
DRAFT amended ordinance

e) Additional Budget FY 2024-2025 Discussion

Ms. Whaley stated she wants to bring everyone up to speed on the budget. She said they are going back and taking a look at everything so hopefully we can get to a balanced budget. In the course of that review, she would like to present a part-time agreement to hire Norm Risavi to assist her in the review of this budget. You should have that agreement in your packet and if you have any questions she can answer them. Chairman asked if we need to vote on that at this time or wait until the Regular meeting. Mr. McCormack stated the Board needs to vote on two things; one, allowing us to make a motion at the table or can we just vote on this. Mr. Stuart stated that the rules say you don't vote on things introduced at the table which essentially that is what this was, but there is an exception in the rule that states you can do that by vote of majority of the Board. So, you can move to vote first and then you can vote on the part time agreement.

Mr. McCormack made a motion to vote this evening; second, Mr. Fisher. Chairman said he can live with it either way but we needed a budget by May 15th and didn't get one so we need a budget as soon as we can get it and Debra cannot do it by herself but two people that have worked together many times can do it faster than one. Roll call vote: Mr. McCormack – aye; Mr. Ingram – nay; Mr. Fisher – aye; Mr. Trivett – nay; and Chairman – aye.

Mr. Stuart would like to mention one thing and that has to do with the documents for Julia Sichol's appointment and the Board will have the documents at the next meeting. This will be done in time so we can have the special election at the November meeting which will not cost the County any money.

Mr. Fisher asked about the process that just occurred. First there was a motion that we would be able to take action on this matter tonight. He understands that would be the initial motion and then, he thanked Mr. Stuart for cutting in but he didn't want to lose his train of thought, then there needs to be a motion and second to approve the agreement tonight.

Mr. Fisher made a Motion to get the budget put together and he is willing to extend this opportunity to assist us in getting the budget put together; second Mr. McCormack. Roll call vote: Mr. McCormack – aye; Mr. Ingram – nay; Mr. Fisher – aye; Mr. Trivett – nay; and Chairman – aye.

WESTMORELAND COUNTY
PART-TIME EMPLOYMENT AGREEMENT

This AGREEMENT made and entered into this ____ day of May 2024, by and between NORM RISAVI, hereinafter referred to as "Employee", party of the first part, and COUNTY OF WESTMORELAND, hereinafter referred to as "County", party of the second part.

W I T N E S S E T H

That for and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Employee agrees to assist the newly hired County Administrator in his efforts going forward on an as-needed basis.

2. County will pay Employee for his services beginning May __, 2024, as follows:
   A. On an hourly basis at the rate of $91.91.

3. Employee shall serve in all respect as a part-time employee under the direction of the newly hired County Administrator.

Witness the following signatures and seals:

_____ (SEAL)
Employee

_____ (SEAL)
County Administrator

Approved as to Form:

_____
County Attorney

Chairman Hynson asked if there is any other business that needs to be discussed before adjourning the meeting.

Mr. Trivett stated the agenda had been amended. Chairman directed Mr. Trivett to discuss away, all he knows is to read the contract and he has not done that. If he is that well informed about the contract because of just what the previous county administrator has said then discuss it.

Mr. Trivett stated that all he will say is that Mr. Prescott has made all of the members on the Board aware of what is going on and he had discussed this with the County Attorney and he believes that an outside agency should come in either a forensic accountant or the Virginia State Police to investigate to determine if something is wrong. He stated he just discussed this with Mr. Stuart this afternoon, and unless he is mistaken, he agrees it needs to be looked at. We have been told there are issues there regarding waiver of fees that he believes are in violation of the law.

Mr. Stuart stated that at the last meeting Mr. Prescott announced that the representative from Republic who was here, he alleged that someone from the County was calling over to the Transfer Site and telling them not to charge people or something along those lines. He spoke with Mr. Prescott afterwards regarding this.

Mr. Stuart said he is not making any accusations towards anyone. If there are people dumping currently on the County ticket that should not be, we should get to the bottom of it and we should be able to cross reference information to find out if it is happening.

Chairman Hynson said he will admit this needs to be looked into so normally he would turn it over to the county administrator but right new he wants a budget worse than to figure this out. I personally believe there is some things wrong with the dump and I think with the interim person I don't think we should tell her to put together an investigation. I agree we need to look into the transfer station and I will listen. Chairman said he don't want too many cans of worms open.

Mr. Trivett asked that this be added to the next agenda to decide if we will go forward with an investigation. He said the is asking for the protection of the Board, especially if there is some type of improprieties that we didn't know about, it will protect us to have someone

independent or outside so that the public cannot come back and say the investigation performed was not correct because of a conflict of interest. It would protect everyone here past and present.

Chairman Hynson stated he agrees with Mr. Trivett and he knows someone who knows a lot about Republic more than anyone else and there are things that need to be looked into but it is on a level above what anyone on this Board. It will take someone who knows how to look into it. Chairman agrees we need it. The Chairman stated the Board should agree that at the next meeting we can agree to add it.

Mr. Fisher stated he would hope if we proceed in this direction that we will get away from someone said and someone did that. There would be a paper trail from our end whether we enforced our end, whether they enforced theirs and it is his suggestion that we get all the facts together then we take appropriate action. Not a fan of going by what someone said because there usually is a lie. We are dealing with million-dollar contracts. If someone made a phone call and you honored the phone call and it is outside of the contract then it is on you because the contract says what it says. We need to get all the information together so that we as a Board can deliberate on it and wherever it leads is where we will be and no one will be in the dark. The citizens would much rather us deal with facts than what someone said. Chairman Hynson again said to read the contract.

Mr. Ingram asked when the next scheduled meetings are and when there will be a proposed budget meeting. Ms. Whaley said they are working on the budget, worked on it all day and don't have a date. Mr. Ingram asked any indication of a date. Ms. Whaley said hopefully by the 13th of June. Mr. Stuart stated they will work on it and report to the Board. They will probably be another public hearing and then wait seven (7) days to vote until after the public hearing. Chairman said it would be about three (3) to four (4) weeks. Mr. Stuart stated typically you would have a budget by May 15th but the General Assembly did not pass their budget on time. It wasn't until May 13th that the budget was passed so the localities would have thirty (30) days after that. Chairman stated he didn't think anyone was going to jail if it is June 14th but it is the highest priority. Mr. Stuart stated there is no penalty but it would have an impact on the schools.

Ms. McDowell asked if there would still be a meeting tomorrow. Mr. Fisher stated he spoke with Ms. Whaley and the meeting cannot be cancelled because it was continued. At least three (3) members would have to be present just to adjourn the meeting.

Chairman Hynson stated we had a problem when we didn't have a budget by May 15th so we need to turn out a budget as soon as possible but the budget has to be what the citizens can afford. When we can get the numbers down we will have a budget.

ADJOURNMENT:

Chairman asked if there was any further business that needs to be discussed. If not, upon motion by Mr. Fisher, second Mr. McCormack and carried unanimously, the Board adjourned the meeting at approximately 6:38 p.m. The Board's next meeting will be held on Thursday, May 30, 2024 at 6:00 p.m. The meeting will be held in the public meeting room at the front entrance of the George D. English, Sr. Memorial Building.

Chairman, W. W. Hynson