

A Regular Meeting of the Westmoreland County Board of Supervisors was held Monday, March 10, 2025, 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, Mathew Ingram, and Timothy Trivett. Also present were Richard Stuart, County Attorney, Jim Taylor, County Administrator, and Donna Cogswell, Assistant County Administrator.

1. CALL TO ORDER

Chairman Fisher called the meeting to order at 6:03 p.m.

2. CONSIDERATION OF AMENDMENTS TO THE AGENDA

The Chairman asked the Board if any amendments needed to be made to the current advertised Agenda.

Mr. McCormack asked to amend the agenda by removing 5f. Biosolids Presentation. The presenter, Mr. Lightfoot, is under the weather and asked for the presentation to be moved to the April meeting.

With no further discussion, upon a motion by Mr. Hynson, second by Mr. McCormack and carried unanimously, the Board approved the amendment to the agenda and removed the Biosolids presentation.

3. COMMENT PERIOD

A. Chairman and Board Member Comments

Chairman Fisher stated that he hoped that spring is coming.

Mr. McCormack stated that there was an incident in his district regarding a single-wide trailer that was being transported down Tidwells Road. An individual was hauling the trailer and the tongue fell off of the trailer and ended up blocking Erica Road. The Sheriff's Office and VDOT were involved. VDOT pushed the trailer into an open field and the Sheriff's Office completed a report regarding the incident. If possible, Mr.

McCormack requested that the County find out who was transporting the trailer and how they plan to clean it up.

Mr. McCormack also stated that the County needs to look at another County cleanup day in April or May due to a lot of trash being on the side of the road. The Chairman stated they must have tried to move the single-wide trailer without a permit.

B. County Administrators' Comments

Mr. Taylor went over a few updates and information.

- i. The County is targeting May for another cleanup day and will get the word out and recruit volunteers for that event.
- ii. EMS has placed a new ambulance into service today that was ordered about two (2) years ago and it is outside if anyone would like to take a look. EMS will take possession of another ambulance that arrives within the next few days. Mr. Taylor thanked EMS for all of their hard work.
- iii. Mr. Taylor thanked first responders and public safety officers in the surrounding counties for their extra efforts in helping with a planned event that happened in the County over the weekend
- iv. Mr. Taylor announced that with the policy change to residents disposing of tires only and four (4) per day, it has been decided to pause the purchase of the tire cutter due to more cost-effective ways to get rid of the tires.
- v. A solar policy meeting is scheduled for tomorrow. Participants will organize the work and begin drafting a policy for consideration by the Board.
- vi. There has been a flurry of activity in the last week to provide additional information to the auditors and we intend to have the auditor before the Board to present the report at the March 24th meeting.
- vii. A work session is scheduled on March 24th at 4:00 p.m. and will have the beginning stages of the budget presentations. There will also be a public

hearing regarding the sale of county property (5665 & 5693 Coles Point Road) to the Virginia Department of Wildlife Resources. The plan is for DWR to construct a public boat ramp.

- viii. Sue Jones, Treasurer, has announced her retirement effective June 30, 2025 after ten (10) years of service in Westmoreland County. Mr. Taylor wished her well on her retirement. The County Attorney will assist the Treasurer's Office with the transition paperwork.

Mr. Trivett asked Mr. Taylor if the new tire restrictions have gone into place with allowing residents only and to bring up to four (4) tires per day at no cost.

Mr. Taylor stated that the Board acted on the restriction of four (4) tires per day at no cost to the residents, which has been communicated at the Transfer Station and on social media sites, this included commercial business can no longer bring tires to the Transfer Station. However, the County has provided a grace period for those business that already have purchased coupons to use those by June 30, 2025.

The Chairman asked the County Attorney if Sue Jones' retirement will necessitate a special election.

Mr. Stuart answered yes, but they can go through the general election, not a special election. He noted there will need to be someone appointed as interim, which could be the Deputy Treasurer. After that, he will expeditiously complete all of the needed documents, similar to the process of the Commonwealth Attorney.

Chairman Fisher stated that now that they have an official notice of Ms. Jones' retirement, there may be some individuals in the public who would be interested in running for that office.

4. CONSENT AGENDA

A. Request for Approval of Minutes

1. Request for Approval of Minutes: Board of Supervisors Meeting – February 10, 2025, and February 24, 2025 -

Chairman Fisher stated that everyone should have had an opportunity to review the minutes from the Regular Board Meeting on February 10th and the Work Session on February 24th. The Chairman asked if any changes needed to be made to the minutes; if not, he asked for a motion to approve.

With no further discussion, upon a motion by Mr. Hynson, second by Mr. McCormack and carried unanimously, the Board approved the minutes from the February 10th and February 24th meetings, as presented.

B. Request for Approval of Accounts Payable and Payroll Register

Chairman Fisher stated that you all received the Accounts Payable and Payroll Register and asked if there were any questions, observations, or concerns. If not, Chairman Fisher asked for a motion to approve the Payroll Register and Accounts Payable as presented for February 2025.

With no discussion, upon motion by Mr. McCormack and second by Mr. Hynson, and carried unanimously with Mr. McCormack, Mr. Ingram, Mr. Hynson, Mr. Trivett, and the Chairman voted “aye”. The Board approved the Accounts Payable and Payroll Register for February 2025, as presented.

C. Request for Approval of Appropriations Increase/Decrease Requests

1. DSS Appropriation to Balance County and State Budget (no local match)

Keri Cusick, Director of Social Services, was present to discuss the appropriation. She stated that the appropriation is for \$13,349.10, which requires no local money and is for auxiliary grant funding to get them through the rest of the fiscal

year. Chairman Fisher asked the Board if there were no objections he would request a motion to approve.

With no further discussion, upon motion by Mr. Trivett, second by Mr. Ingram with Mr. Trivett, Mr. McCormack, Mr. Hynson, Mr. Ingram, and the Chairman voted "aye". The Board approved the appropriation for DSS to balance county and state budgets.

WESTMORELAND COUNTY
APPROPRIATION INCREASE/DECREASE REQUEST
FY 2024-2025

I, Keri Cusick Director at Social Services, HEREBY REQUEST A
SUPPLEMENTAL APPROPRIATION INCREASE/DECREASE FOR THE FOLLOWING:

DEPARTMENT NAME & NUMBER		FUND # <u>105</u> DEPARTMENT OF SOCIAL SERVICES 105	
EXPENDITURES			
(1) INCREASE	/DECREASE	LINE ITEM #	4-105-053210-5704
(2) INCREASE	/DECREASE	LINE ITEM #	
(3) INCREASE	/DECREASE	LINE ITEM #	
(4) INCREASE	/DECREASE	LINE ITEM #	
(5) INCREASE	/DECREASE	LINE ITEM #	
(6) INCREASE	/DECREASE	LINE ITEM #	
(7) INCREASE	/DECREASE	LINE ITEM #	
(8) INCREASE	/DECREASE	LINE ITEM #	
(9) INCREASE	/DECREASE	LINE ITEM #	
(10) INCREASE	/DECREASE	LINE ITEM #	
TOTAL:			\$ <u>13,349.10</u>
REVENUE			
(1) INCREASE	/DECREASE	LINE ITEM #	3-105-33050-0001
(2) INCREASE	/DECREASE	LINE ITEM #	3-105-24010-0002
(3) INCREASE	/DECREASE	LINE ITEM #	3-105-41050-0005
(4) INCREASE	/DECREASE	LINE ITEM #	
(5) INCREASE	/DECREASE	LINE ITEM #	
TOTAL:			\$ <u>13,349.10</u>

THIS SUPPLEMENTAL APPROPRIATION IS FOR:

To get County Budget in line with the State Budget. No new Local Only Funds are needed.

FUNDS FOR THIS SUPPLEMENTAL WILL COME FROM:

LOCAL ☒ STATE ☒ FEDERAL ☐ OTHER ☐

APPROVAL: AYE/NAY

CHAIRMAN

Keri Cusick
REQUESTING SIGNATURE

02/27/2025
DATE REQUESTED

POSTED

DATE ACTION TAKEN: _____

5. ACTION ITEMS

A. Davenport & Company - Comprehensive Financial Review, David Rose, Senior Vice President, Manager of Public Finance

Mr. Rose thanked the board for the opportunity to come before them. He provided background information and stated that he had met with Courtney Rodgers, his partner, who could not attend and Mr. Taylor and Ms. Cogswell. They discussed the recommendations they had with the previous county administrator. The recommendation was to provide a Comprehensive Financial Review to the County over the course of the next several months. Goals and objectives would give them a better understanding of the counties' ability to do certain capital projects, such as the next wave of emergency vehicles, fleet vehicles, and schools. To be in the proper mode to make the right decisions. He noted that in recognition of there being a transition with the treasurer, they will try to help them by giving them information to help maximize their abilities in terms of investing in comfort so that there won't be any short sales. Mr. Rose stated that long-term planning seemed a good and helpful idea. They have done this process for the previous county administrator over thirty years ago. The county enjoys a solid credit rating and a good reputation in the local investment market, which is by the current and previous Board doing the right thing. He stated that he would like the Board's permission to move forward and put together a Comprehensive Financial Review. They would work with staff over the next 60 days and come back before the Board with the review. Since it is in writing, it is a public document that would enlighten the citizens about the goals, objectives, and strategies to get to over several years. Mr. Rose stated that they are not a bank; they are a fiduciary and have been doing that for 35 years.

Chairman Fisher stated that he is familiar with Davenport & Company and have accomplished a lot with them over the years. He asked what the pleasure of the Board was. He noted that the County Administrator and the Assistant County Administrator agree that they should have a Comprehensive Financial Review done so they can have a firm handle on their financial position and what needs to be done moving forward.

Mr. Trivett agreed that the Comprehensive Financial Review is necessary, and he could not think of anyone better to do it than Davenport & Company.

Mr. Taylor stated that they had an opportunity to sit down with Mr. Rose and his partner, and they were thoroughly impressed with their firm. They work with many localities across the state. They looked at a book and material from the last review and found it fascinating. It is a real opportunity for the county to update materials, look at long-term goals, and have experts provide the information and recommendations to them.

Mr. Taylor asked Mr. Rose if a similar packet would be completed and if they would return and present it to the Board.

Mr. Rose stated they would present it to the staff first, get feedback on what the firm has observed, and possibly talk to the treasurer and get her insights so everything moves in the right direction. He stated that they are thinking long-term, not short-term, and they will look at various other things they have looked at in the past. They did that, particularly for the old school project, put a lot together, and went to the rating agencies to do the continuous financing, which was taken out by rural development. Part of this will look at existing and possible financial policies that involve a variety of things, such as the county's reserves, and will talk about what makes sense in using the money appropriately. He noted that it is people's money, and they need to maximize their money. They will give comparatives to local governments, present them to the Board, and amend them accordingly.

Mr. Ingram asked Mr. Rose how often a comprehensive financial review should be done.

Mr. Rose stated that it should be done every 5 years. They started into the rating process over 5 years ago and prior to those years they started with the thinking of the school. In effect, it was almost a decade. They looked over the utilities and made certain suggestions which were followed though and looked at the radio systems.

Mr. Hynson stated that over the last thirty years, everything has run smoothly with the help of Davenport & Company, and the regional jail was one of the county's first difficulties. He noted that the financing for the school started at one figure and ended at another, and they all did a fantastic job. You cannot spend all your money; you have to have some in reserve. Mr. Hynson thanked Mr. Rose and the firm for all they have done for the county over the years.

The Chairman echoed Mr. Hynson's comments and stated that if you have been around a long time, the process of getting to a certain point gets overlooked. He noted that it has been a great partnership with the firm, and in developing the strategic plan moving forward in a rural area, it is vital to plan financially on how you will get to where you want to be and use what you have wisely. The Chairman stated that the county was in no shape when the firm was first on as it is now. He appreciated Mr. Rose's kindness and all of the help and advice through the years, and the county is where they are now because of the firm.

The Chairman asked what the pleasure of the Board was. Mr. Trivett asked if the Chairman was looking for a motion? Chairman Fisher stated that the study would cost \$30,000 with a 4% out-of-pocket cost, which he felt was reasonable.

With no further discussion, upon motion by Mr. Trivett, second by Mr. Hynson with Mr. Trivett, Mr. Ingram, Mr. Hynson, Mr. McCormack, and the Chairman voted "aye". The Board approved for Davenport & Company to perform a Comprehensive Financial Review for the county in the amount of \$30,000 and 4% out-of-pocket cost, as presented.

**** DAVENPORT & COMPANY PROPOSAL ON NEXT PAGE ****



David P. Rose
Senior Vice
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East Cary Street Suite
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February 7th, 2025

Mr. James P. Taylor
County Administrator
Westmoreland County
111 Polk Street
Montross, Virginia 22520

Dear Donna, Karen, and Jim –

On behalf of Courtney Rogers and myself, it was a pleasure meeting with you folks last week. Westmoreland County is one of our longest standing Financial Advisory clients and we are hopeful to continue our engagement with you.

We appreciated your sharing with us several critical areas of opportunity and challenges the County is facing in the near and longer terms. Specifically, we recognize the need for certain Capital Infrastructure Funding such as Fire Stations and the Radio System Update. Also, we understand the challenge operationally that a new salary study will present to future annual budgets. As you indicated, the County does not currently have any debt policies or formalized investment strategies/policies.

As a result of all of the above, Courtney and I would like to suggest that Davenport meet with the Board of Supervisors and make a proposal to develop a Comprehensive Financial Review "CFR," which would include deliverables such as investment and debt/fund balance policies. In addition, our CFR would also address funding strategies for Fleet Management among other areas.

We have taken the liberty of enclosing a copy of what we presented to the last County Administrator. As you are well aware this proposal got no traction from that gentleman and frankly the Board of Supervisors was never apprised of our recommended approach. Westmoreland County is truly a gem in the Northern Neck and we understand that every dollar to the County is meaningful. As such, we believe that if properly presented to the Board of Supervisors, they will give Davenport full consideration. After working with several of these supervisors and their predecessors for literally three plus decades, we believe they will allow us to do this work, which we know will be of help to you as you move forward in the coming months and years.



David P. Rose

*Senior Vice
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Manager of Public
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In closing, we would like to also suggest that you reach out to Norm Risavi, who truly understands the County. Norm has indicated he would be delighted to visit with any and all of you, but does not want to be a bother. To that end, if you would like we can get you Norm's contact information and we believe good things could come from this visit. We thank you in advance and look forward to hearing from you about a possible date and time to address the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Rose", with a stylized flourish at the end.

David P. Rose
Senior Vice President and Manager
Davenport Public Finance

A handwritten signature in blue ink, appearing to read "Courtney Rogers", with a stylized flourish at the end.

Courtney Rogers
Senior Vice President
Davenport Public Finance



Supplemental Financial Advisory Services Agreement

This Supplemental Financial Advisory Services Agreement (the "Agreement") is entered into as of _____, 2025 between WESTMORELAND COUNTY, VIRGINIA (the "County") and DAVENPORT & COMPANY LLC ("Davenport") and is specific as to certain financial advisory services related to a Comprehensive Financial Review. The Agreement will serve as a supplemental agreement to the Financial Advisory Services Agreement, Notice of Acceptance - Service Agreement #ADMN21000378 dated _____, 2025.

At the County's discretion, additional financial advisory services may be requested from time to time, including various projects, economic development assistance, financings and other services. At the time of such request for additional services, the basis for compensation for these engagements is anticipated to be hourly, flat fee or other arrangement to be mutually acceptable and agreed upon the County and Davenport.

In accordance with Rule G-23 of the Municipal Securities Rulemaking Board, Davenport is required to have a written agreement with the County disclosing the financial advisory services it will provide and the basis of its compensation.

Davenport proposes the following Scope of Services and Compensation for the County.

Scope of Services – Comprehensive Financial Review:

Davenport will complete a Comprehensive Financial Review presentation for the County's General Fund activities. In connection with this deliverable, Davenport will perform the following services:

1. Assess the County's Historical Financial Performance with respect to operations, debt-related and capital funding activities, and fund balance position over the past 5 years in order to determine cash-flow trends and historical fiscal strengths / vulnerabilities.
2. Develop a Comprehensive Peer Comparison of the County to other similarly sized and credit worthy localities covering their financial and debt profiles to provide perspective on the County's relative credit position.
3. Model the County's Historic and Current Debt Profile identifying the County's historic and current obligations broken down by credit type, source of repayment, and other factors.
4. Review and discuss existing Financial Procedures / Policies and recommend potential additions and enhancements as appropriate for the County.
5. Review details of the most recent credit reports and create a summary of credit observations.
6. Assess the County's current Capital Projects, as necessary.
7. Develop a Debt Capacity Analysis that will measure the County's ability to undertake potential capital projects.
8. Consult with Staff and attend meetings with Staff to discuss the draft presentation.
8. Present our findings to the Board of Supervisors, as appropriate.

Compensation

Davenport will charge a financial advisory fee of \$30,000 for the Comprehensive Financial Review exclusive of additional fee and expenses.

Additional Fee and Expenses

Davenport will charge an additional fee equal to 4% of our compensation described above. Additionally, reasonable and necessary direct out-of-pocket expenses (e.g. mileage, meals, lodging) shall be billed at cost. Davenport will strive to limit direct expenses where possible while still providing for the timely and professional delivery of the services.



Term and Termination:

This Agreement shall remain in effect until such time that it is terminated by either party. Either party may terminate this Agreement with 30-day written notice. If any party terminates this Agreement as set forth above, it is understood and agreed that the only amount due to Davenport will be for services provided and expenses incurred through the date of termination.

Westmoreland County, VA

Davenport & Company LLC

Name: _____

Title: _____

Date: _____

Senior Vice President

Date: January 31, 2025

B. VDOT Monthly Report, David Beale, Resident Engineer

Chairman Fisher stated that Mr. Beale was not able to attend. The monthly report has been provided, and if there are any concerns he directed those questions or comments to a board member or the county administrator's office. VDOT report below:



**Westmoreland County Board of Supervisors
March 2024 VDOT Report**

Maintenance Activity Highlights

Completed:

- Pothole patching (Rt 648 Stratford Hall Rd, Rt 1604 Queens Way, Rt 600 Nomini Grove Rd, Rt 625 Twiford Rd, Rt 202 Cople Hwy, Rt 606 Tucker Hill Rd, Town Streets in Montross, Rt 639 Winter Harbor Rd)
- Brush Removal (Rt 665 Plunktown Rd, Rt 606 Tucker Hill Rd.)
- Shoulder repairs (Rt 615 Jerusalem Church Rd, Rt 639 Winter Harbor Rd, Rt 604 Coles Pt Rd)
- Ditching cleaning (Rt 645 Zacata Rd, Rt 637 Leedstown Rd.)
- Grading Gravel Roads (Rt 675 Mt Pleasant Rd, Rt 689 Erin Dr, Rt 734 Weavers Rd, Rt 717 Weeks Rd, Rt 648 Stratford Hall Rd, Rt 743 Kelly Ln)
- Winter storm preparation and response
- Address work orders countywide

Upcoming:

- Brush cutting (Rt 624 Grants Hill Church Rd, Coles Pt Rd, Rt 600 Nomini Hall Rd, Sandy Pt Rd Rt 607 Kinsale Bridge Rd)
- Ditch cleaning (205 James Monroe Hwy, Rt 664 Bowie Rd, Rt 600 Ebenezer Rd)
- Grade gravel roads countywide (in progress)
- Patching potholes countywide
- Address work orders countywide

Pavement Schedule

Plant Mix:

Rt 3 (Flat Iron Rd to Finchs Hill Rd) Rt 203 (Cople Hwy to Steamboat Landing)

Latex:

Rt 631 Longfield Rd

Cape Seal: Under Construction

Rt 612 Antioch Rd Rt 638 Ferry Landing Rt 785 Industrial Park Dr

Surface Treatment: Under Construction

Rt 600 Ebenezer Church Rd	Rt 600 Nomini Grove Rd	Rt 600 Nomini Hall Rd
Rt 604 Sandy Point Rd	Rt 606 Bancton Rd	Rt 608 White Point Rd
Rt 610 Sandy Point Rd	Rt 612 Woodbine Rd	Rt 624 Longwood Rd
Rt 625 Horners Mill Rd	Rt 626 King Copsico Rd	Rt 626 Hering Ln
Rt 628 Stoney Knoll Rd	Rt 662 McGuires Wharf Rd	Rt 665 Beales Wharf Rd

Rt 703 Eden Ln
Rt 739 King Copsico Ln
Rt 1401 Pine Ln

Rt 705 Burnt House Pt
Rt 766 Templemans Rd

Rt 711 Hickory Point Dr
Rt 1009 Levelgreen Dr

Construction Projects

SSYP:

Rt 652 Charles Way; Summer 2026 Rt 685 Ashbury Rd; Summer 2028
Rt 610 Skipjack Rd; Summer 2029

HSIP:

Rt 202 paved shoulder (Rt 3 to Nomini Creek Bridge); 2025 Construction
Rt 3 paved shoulder (County line to Oak Grove); 2025 Construction

Revenue Sharing:

Deux Rue; Summer 2024	Holly Way Ph III; Summer 2024
Hickory Ln; Summer 2025	Birch Ln; Summer 2025
Woodmount Dr; Summer 2025	Pinewood Ln; Summer 2025
Lakeview Ln; Summer 2026	Rt 610 Skipjack Rd; Summer 2029

Bridge:

UPC 123364 Rt. 205 over Branch of Rosier Creek; Scour Repair; **Complete**
UPC 121539 Rt. 658 over Monroe Creek; **Under Construction**

Contacts:

VDOT Customer Service Center: 1-800-FOR-ROAD

David L. Beale, P.E.
Resident Engineer
(804) 333-7941
david.beale@vdot.virginia.gov

Carter White
Assistant Residency Administrator
(804) 333-7942
carter.white@vdot.virginia.gov

Ronnie Crabbe Jr.
Hague Area Headquarters Superintendent
(804) 695-6730

C. Town of Colonial Beach Update, Natasha Tucker, Town Manager

Natasha Tucker, the Town Manager, was present to discuss the events in the town.

- i. The Virginia Osprey Foundation will host its 7th annual Osprey Festival on April 12. The festival celebrates the ospreys' return from their wintering grounds in South America. Keith Smith will be the keynote speaker.
- ii. She invited the Board to visit all the new restaurants in the town. And she would be more than happy to give a tour.
- iii. They had an event over the weekend, and the officers helped the county deputies with that event.

D. Town of Montross Update, Fran Taylor, Town Manager

Fran Taylor, the Town Manager, was present to discuss the events in the town.

- i. Darrin Lee has filled the open seat on Town Counsel, and she is excited to use his wisdom working for Land Use to better the town.
- ii. They are in the planning stages for the Montross first Fridays, which will start in May. Entertainment has been lined up for all but one so far.
- iii. They are transitioning to a new trash service, Northern Neck Garbage Collection, which will start this weekend.
- iv. Fisher's Roadhouse & Three Sisters & Co. are moving to the Barn in the Town of Montross, and the opening day is March 15, 2025. They have a soft-serve ice cream machine.

Mr. Ingram stated that he was excited to see Fishers Roadhouse's grand opening and that they had great entertainment lined up.

E. Westmoreland County Park Update, Donna Cogswell, Assistant County Administrator

Ms. Cogswell gave a presentation on the updates at the Westmoreland County Park and announcements from our partners at YMCA, Boys and Girls Club and Virginia Cooperative Extension Office in Montross. The presentation is below:



Board of
Supervisors

County Park
March 10, 2025



Changes

- ❖ We now have dedicated maintenance personnel working full time at the park to ensure the property and fields are kept in pristine condition, including regular maintenance, mowing, edging and watering. The contact at the park for field maintenance is Keith McElfresh who will oversee the employees working on the fields. Keith will also work closely with the coaches from the Westmoreland High School, Westmoreland Middle School and Westmoreland Little League.
- ❖ We are replacing some of our worn out equipment so all mowing across the County can be done as quickly as possible, yet adhering to all OSHA protocol.
- ❖ The County has approximately 49 pieces of property that our maintenance department maintains from spring to fall, including Coles Point Wastewater Treatment Plant and Montross Wastewater Treatment Plant.

Partnership

Westmoreland Little League and Westmoreland High/Middle Schools

- ❖ The County is forging a partnership with Little League and the Schools this year regarding use of the County Park. We have had a meeting with everyone involved and are developing standards for each field, scheduling and a list of who to contact.
- ❖ Little League and the School will have the concession stand at their disposal during games and practices. The County has developed a list of expectations going forward.



Upgrades

Batting Cages

Over the last few years, many teams have requested the need for batting cages. The County will be purchasing two (2) new batting cages for the Park.

Parking

We will have additional parking available during games.

Golf Cart

The County purchased a used golf cart for use at the Park. There will be strict Park guidelines for use of the golf cart on County property. The primary use will be to transport elderly and disabled individuals to and from the fields.

Signage

We are working on signs for the Park to ensure expectations for patrons are clear, as well as safety is first and foremost.



YMCA

Spring Sports

Outdoor soccer at A.T. Johnson will begin soon and registration is still open. If you would like to sign up, please visit their webpage at www.ymcavp.org/westmoreland-family-ymca and click on youth sports.

Summer Activities

The YMCA will also offer multiple sports summer camps throughout the summer as well as regular summer camps. The County will post this information on our Facebook page and the YMCA will update their Facebook and Webpages as information becomes available.



VIRGINIA COOPERATIVE EXTENSION

Westmoreland Household Hazardous Waste Collection Event

Virginia Cooperative Extension partners with Northern Neck Soil & Water Conservation District to hold this event two times a year, one in the spring and one in the fall.

Saturday, May 18, 2025; 9:00AM – 2:00PM at the A.T. Johnson Building

Spring & Summer Events

- ❖ Social Emotional Wellness Summit March 25 & 26
- ❖ Garden Basics: Your Own Backyard April 5, 12, May 3 and 17; various locations in Westmoreland County
- ❖ Livestock Show & Sale: May 2 and 3; State Fairgrounds
- ❖ 4-H Congress Registration Open Now: June 24-27; Blacksburg VA
- ❖ 4-H Summer Camp Registration Open Now: June 30 – July 4



VIRGINIA COOPERATIVE EXTENSION



2025 AGRICULTURE SCHOLARSHIPS WE'RE GIVING AWAY \$10,000!

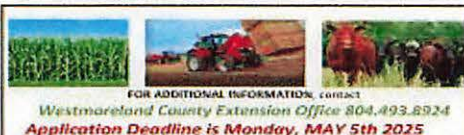
- ± Is agriculture your passion?
- ± Are you planning to attend an accredited 4-year or 2-year institution of higher learning to study agriculture?
- ± Could you use money for school?

\$4000, \$3000 and three \$1000 awards available

These unique scholarships are offered by the **Northern Neck Vegetable Growers Association** and have been designed to promote the agricultural endeavors of students within the service area of the Association.

PROGRAM GOALS:

To identify and assist deserving youth in their education activities in and outside of school with major areas of study and course work in agriculture and the many related fields of study. Consideration will be given to pertinent activities and accomplishments in academics, leadership, community service, industry involvement, awards, ethics, civility, and extracurricular activities.



FOR ADDITIONAL INFORMATION, CONTACT

Westmoreland County Extension Office 804.493.8924
Application Deadline is Monday, MAY 5th 2025

Virginia Cooperative Extension
in
Westmoreland and Richmond Counties
is hiring a

PAID SUMMER INTERN



Apply Here:

<https://bit.ly/WestRichCollingus>



Applications will be accepted until position is filled.

Virginia Cooperative Extension
VIRGINIA TECH • VIRGINIA STATE UNIVERSITY

Virginia Cooperative Extension is a partnership of Virginia Tech, Virginia State University, and the U.S. Department of Agriculture. It is a non-profit organization that provides research-based information and educational programs to the public. For more information, visit www.vce.vt.edu or call 800-345-2539.

QUESTIONS/COMMENTS

After Ms. Cogswell's presentation, she asked if the Board had any questions. Mr. McCormack stated that 49 properties are a lot for the maintenance crew. He asked if there were any properties the County could sell to reduce the number of properties the maintenance department has to maintain. Mr. Taylor stated that they would look at all of the county-owned properties and get back to Mr. McCormack with an answer. He noted that it is a big job to cut grass in the county and we are working on hiring part time seasonal help to maintain the properties. We would really like to put more time into the park, as it is an asset for the County and it needs to be used. Mr. McCormack suggested to contact a local Boy Scout Club about the batting cages, they may have an Eagle Scout project coming up and it would be another way to fund them. Mr. Ingram liked the idea of reaching out to the school so the field could be used by everyone. There is no reason to have the fields if no one has access. He thanked Ms. Cogswell and Mr. Taylor for bridging the gap. He noted that

the most important thing is getting the youth involved in activities to keep them busy.

Chairman Fisher stated that one of the things to focus on is the appearance of all county-owned buildings. It appeals to people moving to Westmoreland and those who want to come to the County.

6. ACTION ITEMS

A. Proposed Revisions to Personnel Policy (Chapter 5: Leave), Jim Taylor County Administrator

Mr. Taylor gave a presentation on the proposed changes to the personnel policy.

The presentation is below:



Board of Supervisors

Personnel Policy
Update

March 10, 2025

Proposed Changes to Chapter 5 - Leave

Change

- Front-loading leave for new employees

New

- Leave Donation policy
- Compassionate Care policy

Sec. 5-2 Paid Time Off

- Currently new employees start employment with no leave and earn 12 hours of Paid Time Off (PTO) per month – note Sheriff's Office and EMS earn vacation and sick leave
- Propose front-loading the first year's amount of leave for new hires for the first year only
- Assist with recruitment
- In the event of separation within the first year, the employee must repay the County for all PTO taken but not earned according to the regular accrual of 12 hours per month
- No additional cost to the County

Sec. 5-13 Employee Leave Sharing

- Proposed new policy to allow employees to donate leave to another employee in need.
- Employees must opt-in to the program at time of hire or during an open enrollment period and donate 8 hours of Paid Time Off (PTO) (prorated for part-time)
- Regular full-time and part-time employees must have a minimum of 40 hours of paid leave remaining after donation.

Sec. 5-13 Employee Leave Sharing

- Recipients may request leave for personal serious health condition, caring for an immediate family member with serious health condition, childbirth//adoption, or recovery from significant medical procedure.
- Recipients must have exhausted all personal paid leave, provide medical documentation, and cannot receive more than 4 weeks of donated leave per calendar year.
- No additional cost to the County.

Sec. 5-14 Compassionate Care Leave

- Proposed new policy to support an employee during difficult times by providing paid leave to care for a terminally ill close family member.
- Employees are eligible to receive up to 4 weeks of paid leave per calendar year, ensuring they can provide essential support and spend meaningful time with a loved one during a critical period.
- Recipient must have been employed for at least six months and have exhausted other available Paid Time Off (PTO).
- Family member is defined as spouse or domestic partner, parents, or children.
- Anticipate any additional cost can be absorbed with vacancy savings throughout the year.

Requested Action



- Motion to approve the proposed changes to Section 5 of the personnel policy manual as presented (or amended)

After the presentation, Mr. Taylor asked if the Board had any questions.

Mr. McCormack thought the presentation was fantastic and stated that Mr. Taylor has only been with the county since December and one of his first priorities is taking care of people and he was really impressed.

Mr. Hynson stated that he is in agreement with the proposed changes to the personnel policy, it helps everyone and makes people feel better about helping someone in need.

Mr. Ingram thanked Mr. Taylor and Ms. Cogswell for their hard work. He noted if you take care of your employees, your employees will take care of you. If you build a relationship and leadership with your employees, it is a great thing. He believes the County is moving in the right direction. He thought that the changes were very positive and on the right track.

Mr. Trivett asked how long it would take for an employee to buy in if they were a new employee.

Mr. Taylor stated that a new employee would earn 12 hours per month. If the front loading is approved, they would have a full year's worth of hours, which would be 144 hours. It takes 8 hours to opt in.

Mr. Trivett stated that he was concerned about the 6 months being too long. Depending on the leave, it could be 90 days but they should have enough.

Mr. Taylor stated that the 6 month mark was for passionate care, but you never know what could happen. If the Board would like to modify it, we can do that. He noted that it was just a starting point and could be amended. The 6 month mark is only for the compassionate care policy, the other two policies will be immediate.

With no further discussion, upon motion by Mr. Trivett, second by Mr. Ingram with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson and the Chairman voted "aye". The Board approved the proposed changes to Section 5 of the Personnel Policy, as presented.

B. Request to initiate the Planning Process- Rifle Hunting Ordinance, Richard Stuart, County Attorney

Mr. Stuart stated that on the next tab, there is a draft ordinance that will allow hunting with rifles with .23 caliber or larger being eight feet above ground. He stated that this draft ordinance was modeled after Richmond County, which is what the Board wanted to do, as he understands it. He asked the Board to take a look at the document and anything can be changed or taken out. The process is to initiate the text amendment to the Planning Commission, next they will hold a public hearing and make a recommendation for the Board. The Board can act on it as they see fit, but we must have a public hearing as well. He noted that everything should be done in May and go in effect for the season, it just would not be able to go into the DWR handbook if it is not completed prior to May 1st.

Mr. Stuart stated that Mr. Trivett asked him what the steps were if a person is unable to climb due to a medical reason. His understanding is that they have to apply for a waiver from DWR if they aren't able to climb. DWR has certain parameters it follows, and Conservation Officers will enforce the ordinance throughout the county. He noted that he would check to make sure because the process will take a while, and you can amend anything until the end.

Mr. Ingram asked with the Richmond County ordinance, he would like to see 2 things changes, which are the handgun being removed and suggested to have 10 feet above ground instead of 8 feet due to the topography of the region.

Mr. McCormack disagreed with Mr. Ingram and stated that he is okay with removing pistols, but it makes sense to mirror the surrounding counties with 8 feet above ground. If you are in Richmond County and cross over to Westmoreland County and the Conservation Police show up, it could be an issue. Essex County is the only County with an ordinance that says 10 feet off the ground.

Mr. Hynson likes the way the draft is written so that it can be the same across the board. He never thought about going hunting with a pistol, but it may help someone who is unable to hold a bigger gun.

Chairman Fisher asked Mr. Ingram if he would compromise by keeping the height to 8 feet off the ground and removing the pistols.

Mr. Ingram stated that he was willing to compromise with Mr. McCormack.

The Chairman asked what the pleasure of the Board was.

Mr. Stuart stated that the motion would be to initiate a text amendment change request to the Planning Commission regarding hunting with certain firearms in the County.

Beth McDowell, Director of Land Use, stated that she would not be able to get it advertised in time to meet the May 1st deadline.

Mr. Stuart stated, in that case, it would not be in the DWR handbook, but it will still take effect in the County at the time the Board would like it to. Mr. McCormack asked Mr. Stuart if they were able to get the proposed language in the handbook now.

Mr. Stuart stated that it would be best to wait until the process is finished to include it in the handbook because it could change during the public hearings.

Mr. Hynson stated that the Board has made a lot of progress to get to 8 feet off the ground, leave out the pistol, and ask if they could vote on the ordinance now.

Mr. Stuart answered that no, you can vote on initiating the text amendment change request to the Planning Commission, a public hearing will be scheduled, and then they will make their recommendation to the Board. Once this comes back to the Board, there will be another public hearing before the Board will vote on the change.

With no further discussion, upon motion by Mr. McCormack, second by Mr. Hynson with Mr. Trivett, Mr. Ingram, Mr. McCormack, Mr. Hynson and the Chairman voted "aye". The Board approved to initiate a text amendment change request to the Planning Commission to review and have a public hearing for the Board's suggested changes before coming back to the Board for a second public hearing and discussion regarding the proposed hunting with certain firearms in the County.

DRAFT

Sec. 30-2 HUNTING WITH CERTAIN FIREARMS PROHIBITED/LIMITED.

(A) The definitions used in this section shall be those which are contained in the VA Code.

(B) (1) As provided for in VA Code § 29.1-528, during the special two-week season set aside for that purpose, rifles which are muzzle-loading may be used to hunt and kill deer, provided that such use shall comply with all applicable state and local laws and regulations.

(2) Rifles and pistols, .23 caliber or larger with a maximum magazine capacity of five (5) rounds for rifles and a six (6) round capacity for pistols, may be used to hunt deer during the firearms deer season provided the hunter is in an elevated stand at least 8 feet above ground level and has first obtained written permission from the landowner. The rifle may have a round in its chamber only when it is on the elevated stand, except such weapon may be discharged on the ground when necessary to dispatch deer wounded from the elevated platform.

(3) Rifles larger than .22 will be allowed to hunt groundhogs and coyotes outside of the general firearms deer season.

(C) Muzzleloaders shall be legal firearms during any firearms season.

(Code 1988, §11-2; Ord. of 4-12-1999; Ord. of 12-13-1999(1); Ord of 3-12-2012) Penalty, see § 30-2.1

State Law reference – Authority to adopt weapons restrictions, Code of Virginia, § 29-1-528.

Sec. 30-2.1 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to Section 4 of this code of ordinances.

(B) The violation of § 30-2 shall be a Class 3 misdemeanor.

(Ord. passed 6-13-2005)

The Chairman asked to go to item 6E because it is not a public hearing, and they will come back to the other at the advertised time.

Mr. Taylor stated that they advertised the meeting to be at 6:00 p.m., and the times on the agenda are just suggested and can change.

Mr. Stuart stated they had to go with what was advertised in the paper.

Ms. McDowell stated that they advertised it to be at the start of the meeting at 6:00 p.m.

- C. Case #2502-SE-02 Presentation & Public Hearing: Special Exception approval for community well and water system for the Burnt House Cove Subdivision. This project is located on former Lot 76A Marilou Lane Colonial Beach VA TM #6-67A and 6-76C through N. Washington Magisterial District. Beth McDowell, Land Use

Beth McDowell, Director of Land Use, was present to give a presentation on the special exception. She stated that it is a new subdivision off of Burnt House Point and a turn off of Stoney Knoll. Marilou Lane is a new road to serve the lots in the subdivision butting Mattox Creek. It is split through the middle by a small stream; there will be two wells with the proposed system on each side. There are up to 12 lots, and the two well sites' waterline utility and well easements have been established. At the February 3, 2025, meeting, the Planning Commission unanimously recommended approval of the Special Exception application as presented. Additionally, at the same meeting, the Planning Commission found that the proposed use is in accordance with the current Comprehensive Plan. After Ms. McDowell's presentation, she asked if the Board had any questions. Mr. Stuart stated that he reviewed the conditions and he suggested that the recommended condition could say the water systems shall be installed and operated

in accordance with all applicable county, state and federal requirements rather than the health department. So people know what they need to follow.

Mr. Ingram asked if Marilou Lane meets VDOT standards.

Ms. McDowell stated that it was not put into VDOT standards.

Mr. Ingram was concerned about a subdivision being built in the county. There is already an issue in many districts in the county with roads not being up to VDOT standards, and the county is blamed for not putting it into VDOT standards in the first place.

Ms. McDowell stated that the packet provided includes subdivision covenants, including a road maintenance agreement, to which all property owners would be bound.

Mr. Ingram asked how the subdivision covenants would be enforced when the houses are built, bought, and then sold, as he receives many calls about the road conditions in the county.

Mr. Hynson had no issue with what Ms. McDowell presented as long as they followed the Planning Commission's recommendations. He noted that the Board needs to address this issue. They agree to things being built but don't have a plan for the roads. He has had issues with Placid Bay roads for many years.

Mr. Ingram thought that moving forward, there needs to be an ordinance in place in the county stating that if a subdivision is being built, the developer needs to bring the roads up to VDOT standards.

Ms. McDowell stated that a road plan was submitted and approved by VDOT. The road that was put in was gravel.

Mr. Ingram stated that VDOT does not take gravel roads in their systems anymore.

Mr. McCormack stated that it is great that the residents will maintain the road, but who will plow the snow? He agreed with Mr. Ingram to look into implementing an ordinance moving forward.

Mr. Stuart stated that they could do that moving forward, but the issue is that there are many pre-back lots in the county. Before the Chesapeake Bay Act went into effect, many people platted lots, and there wasn't anything to be done about the preexisting ones.

Ms. McDowell stated that the Board had raised good issues, which were brought up last year and can be left on the document to be examined once they finish the solar ordinance.

The Chairman is in agreement that it will be an issue in the future when the houses are bought and sold, they know what is stated in the deed, but people feel that it is the county's responsibility to maintain it. He noted that something needs to be mandated moving forward. They are having the same issue with Cabin Ford Road, and the road maintenance is in their deed.

Ms. McDowell stated that the roads must be up to VDOT standards for a full subdivision, and the exception is family subdivisions. She noted that the county will never see another road like Cabin Ford with how the subdivision has been rewritten.

Mr. Hynson asked how many lots it takes to be considered a whole subdivision. Ms. McDowell stated that it would be a maximum of ten or fewer; in this case, they received a special variance to do twelve. Typically, a Full subdivision is when someone rezones into a residential district. For example, there was a special exception form for Hawthorn Street Development off of Long Field Road; it is a full subdivision. She noted that the special exception process allowed someone to break off a piece of land and sell it so they could keep the bulk of their land.

Mr. Ingram stated that it is a concern, and they listen to the residents when they receive phone calls about the county's road conditions.

The Chairman opened the Public Hearing portion for the Special Exception approval for community well and water system for the Burnt House Cove Subdivision.

James Snow

President of the Ebb Tide Beach Association, and he stated that Mr. Ingram has every right to be concerned. Due to road conditions, he has been coming to the meetings for ten years. The roads weren't an issue ten years ago because the land did not perk. Presently, they do perk, and the builders build as many houses as fast as possible and tear up the existing roads. The covenant reads the association or community is responsible for the streets and the beach, but the residents cannot afford the upkeep. The Board told him in the past that this is a rural area and they are evolving and an ordinance for the roads needs to be implemented.

Richard Wilkins

Mr. Wilkins didn't see an issue with the special exception. He stated that when the developments are put in, why not have the development put money into a fund and have the residents contribute annually to the fund and have someone oversee it to keep up with the maintenance?

Let the record show that no one else came to the podium to speak, and the Chairman closed the public hearing portion for the Special Exception approval for community well and water system for the Burnt House Cove Subdivision.

The Chairman asked what the pleasure of the Board was.

Mr. Hynson stated that he spent several years fighting road conditions. He is okay with what Ms. McDowell presented, but the Board needs to agree on addressing the county's road conditions moving forward. He noted that even if you have an association, the residents cannot afford to spend hundreds of dollars on road maintenance.

With no further discussion upon motion by Mr. Hynson, second by Mr. Trivett, with vote as follows: Mr. Trivett - "aye", Mr. Ingram - "abstain", Mr. Hynson - "aye", Mr. McCormack - "aye", and Chairman Fisher - "aye". The Motion passed with 4-1 to

approve the Special Exception for the community well and water system for the Burnt House Cove Subdivision, to include the conditions and recommendations suggested by the Planning Commission. Also, Condition 2 of the Planning Commission conditions is amended by the Board and should now read, "the water systems shall be installed and operated in accordance with all applicable county, state and federal requirements".



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

Board of Supervisors
Staff Report

Date: March 1, 2025
From: Beth McDowell, *Planning Director*
Case #: #2502-SE-02
Site Address: Marilou Lane off Burnt House Point
Site Location: Burnt House Cove subdivision
Magisterial District: Washington Magisterial District (Election District 4)
Site Tax Map: 6-76A, 6-76C through 76N (excluding 76I)
Owner/Applicant: 3 Knights LLC (agent Kevin Gouldman)
Site Zoning District: A-1 Agriculture
Utilities: private septic and community water (if SE approved)
Authority: 10-3.12 Special Exception Permit
Project Description: Special Exception request to allow a community water system to serve the 12-lot subdivision
Planning Commission: *On February 3, 2025, the Planning Commission unanimously recommended approval of this application as presented (4-0, Carey absent)*
Board of Supervisors: Monday, March 10, 2025 (6:00 pm, English Building)

FINDING OF FACTS

Project Description:

Between 2022 and 2024, the applicants created a twelve lot subdivision: Burnt House Cove. Access to the lots is by means of a new road named Marilou Lane off Burnt House Point road. The applicants wish to create a small 'Community Water System' to provide water to those lots from two artesian wells. The first well is the existing well for the original home on lot 76A (lot 6 of the subdivision), which shall serve lots 6 through 12. The second well is a new well on lot 76D (lot 5) for lots 1 through 5. The agent (and partial owner) intends to operate the water system. Utility easements were provided on the subdivision plats in anticipation of this proposal.

Need for Board Action:

'Community Water Systems' require Special Exception approval from the Board of Supervisors on A-1 zoned properties.

Community Water Systems (aka Community Waterworks) are defined by the Westmoreland County Zoning Ordinance as 'Any water supply consisting of a well, springs, or other source and the necessary pipes, conduits, mains, pumping stations and other facilities used in the storage, collection, purification, treatment and distribution of potable water except the piping and fixtures inside the building where such water is delivered, to serve or to be capable of serving more than three connections, or an average of 25 individuals for at least 60 days as set forth in ' 15.2 2149, code of Virginia, 1950, as amended, but not more than 200 service connections. [They] May be publicly or privately owned and managed.'

**** Please note that our Zoning Ordinance's definition of Community Waterworks differs from the definition of the Virginia Department of Health and Office of Drinking Water. VDH allows up to fifteen connections on a standard private well, while Westmoreland County only allows three or fewer connections before the water system must be permitted as a Community Waterworks.**

Topography and Physical Features:

All of the subdivision's lots are considered waterfront. The lots to the east border the open water of Mattox Creek along a steep high bank. The western lots abut a small tributary stream and its wetlands. There is another perennial stream that bisects the subdivision (north to south) through the middle, separating the eastern and western halves. This bisecting stream also separates the areas to be served by each of the two wells.

The land near the streams are wooded, providing a naturally vegetated buffer. The upland portions of the lots are meadows at this time. The land generally slopes towards the streams.

Surrounding Zoning and Development:

The majority of the surrounding lots are also zoned A-1 Agricultural and are larger tracts of wooded land or fields. There are several neighboring residential lots of roughly 4-6 acres in size. In addition, there are about thirteen improved residential lots at the end of Burnt House Point (road) that are mostly zoned R-2 Limited Uses Residential. This higher-density residential development at the end of Burnt House Point is also served by a shared water system.

Water/Sanitary System:

Private onsite drainfield sites have been located for all twelve lots. The two wells for the proposed water system have been permitted by VDH and installed.

Planning Commission's recommendation:

On February 3, 2025, the Planning Commission unanimously recommended approval of this application as presented (4-0, Vice chairman Carey was absent). Additionally, all four Commissioners voted that the project was in accordance with our Comprehensive Plan.

RECOMMENDATION

Staff believes that this application is reasonable. Covenants have been recorded for this subdivision that prohibit further subdivision of the lots and limit each lot to one principal dwelling and one accessory dwelling (which is consistent with current county zoning regulations). Additionally, commercial and industrial uses are prohibited by the covenants. These deed restrictions, along with recommended condition #1 confining the water system to the current lots, shall limit expansion of the proposed water system beyond its current scope without additional permitting.

Should the Board consider approval of the request, staff recommends the following conditions:

1. Special Exemption approval is granted for a Community Water System to serve the twelve lots currently known as Tax Map 6-76A and 6-76C through 76N (excluding the unassigned 76I).
2. The water system(s) shall be installed and operated in accordance with the rules and regulations of the Virginia Department of Health and Westmoreland County.
3. Any expansion of this use beyond the terms provided herein shall require amendment to this Special Exception approval.
4. In accordance with the provision of Section 10-3.12 (11) of the Westmoreland County Zoning Ordinance, construction activity related to this use shall begin within 365 days of the approval of this Special Exception by the Board of Supervisors. Prior to the start of the construction activity, zoning and/or building approval must be sought and granted.
5. This Special Exception and all conditions listed herein shall run with the land but may be revoked by the County of Westmoreland or its designated agent for failure by the applicant or its assigns to comply with any of the listed conditions or any provision of Federal, State or Local regulations that are specifically applicable to this use.
6. No additional or future development will be permitted on the property except in compliance with all the applicable codes.

Attachments:

Special Exception Application
2232 Review/Commission Permit Application
Aerial photo of lot and surrounding area
2022 Exempt Subdivision plat for lots 4, 5, 6
2023 Exempt Subdivision plat for lots 7, 8, 9, 10, 11, 12
2024 Exempt Subdivision plat for lots 1, 2, 3
2023 Boundary Line Adjustment plat with access easement to existing well
Private well construction permit 196-24-0023/196-WW-62161
2024 well easement plat
Burnt House Cove covenants and restrictions & road maintenance agreement



Westmoreland County, Virginia

Land Use Administration

P. O. Box 1000
Montross, VA 22520
Phone 804-493-0120 FAX 804-493-0604

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

2024-19703

SPECIAL EXCEPTION APPLICATION

(Last amended January 11, 2018)

Case #: _____ Date Received: 12-9-24
Fee \$600: paid Check #: _____ (submit with application - nonrefundable)
The fee for deferral shall be 50% of the original fee. Make checks payable to 'Treasurer of Westmoreland County.'
Assigned Date for: Planning Commission: Feb 3, 2025 Board of Supervisors: March 10, 2025

**THIS APPLICATION IS INVALID IF NOT SIGNED BY ALL PROPERTY OWNERS OR THEIR
AUTHORIZED AGENTS. PROPERLY COMPLETED AND EXECUTED APPLICATIONS, SUPPORT
MATERIAL, AND FEE MUST BE RECEIVED BY THE APPROPRIATE DEADLINE FOR CONSIDERATION
AT THE NEXT AVAILABLE MEETING.**

Property Location: Lot #5- BURNT HOUSE COVE Sub-division
(Address)
Tax Map Identification: 6-76A Lot #5 Acreage: 3.48
Zoning District: A-1 Magisterial District: _____

I/we respectfully request the consideration of a **SPECIAL EXCEPTION** in accordance with the Zoning
Code requirements found in Article 2, Section: 13, Subsection: 3 and being further described as:
Community waterworks for Burnt House Cove
Subdivision

Owner(s): 3-Knights LLC
Address: 371 RESOLUTIONS RD.
City: Montross Colonial Beach State: VA Zip: 22443
Phone #: _____ Phone #: _____
Email Address: _____

Agent (if applicable): KEVIN GOULDMAN
Address: 371 RESOLUTIONS RD.
City: Colonial Beach State: VA Zip: 22443
Phone #: 804-761-7724 Phone #: _____
Email Address: NINWATER@gmail.com

(OVER)

Email Address: _____

1. Eighteen (18) copies of all documents.
2. Conceptual plan showing the property and all existing and/or proposed site improvements, preferably drawn by licensed professional (not necessarily sealed).
3. Boundary survey or legal description showing accurate dimensions of the parcel(s) and all applicable easements.
4. Floor plans of all existing and/or proposed building(s) that are to be part of the proposed use, if applicable.
5. Building elevation views of all existing and/or proposed building(s), if applicable.
6. Topographic map when required.
7. Other documentation that you feel important for your case.

I/we hereby grant permission for staff, Commission, and Board members to go upon the above property. I/we certify that the information presented on this application is true and correct to the best of my/our knowledge. I/We further understand that upon review of the documents submitted, should it be determined that they do not meet the requirements, the application shall not be forwarded until the issue(s) are resolved.

Date: _____

Applicant Signature: _____ **Date:** _____



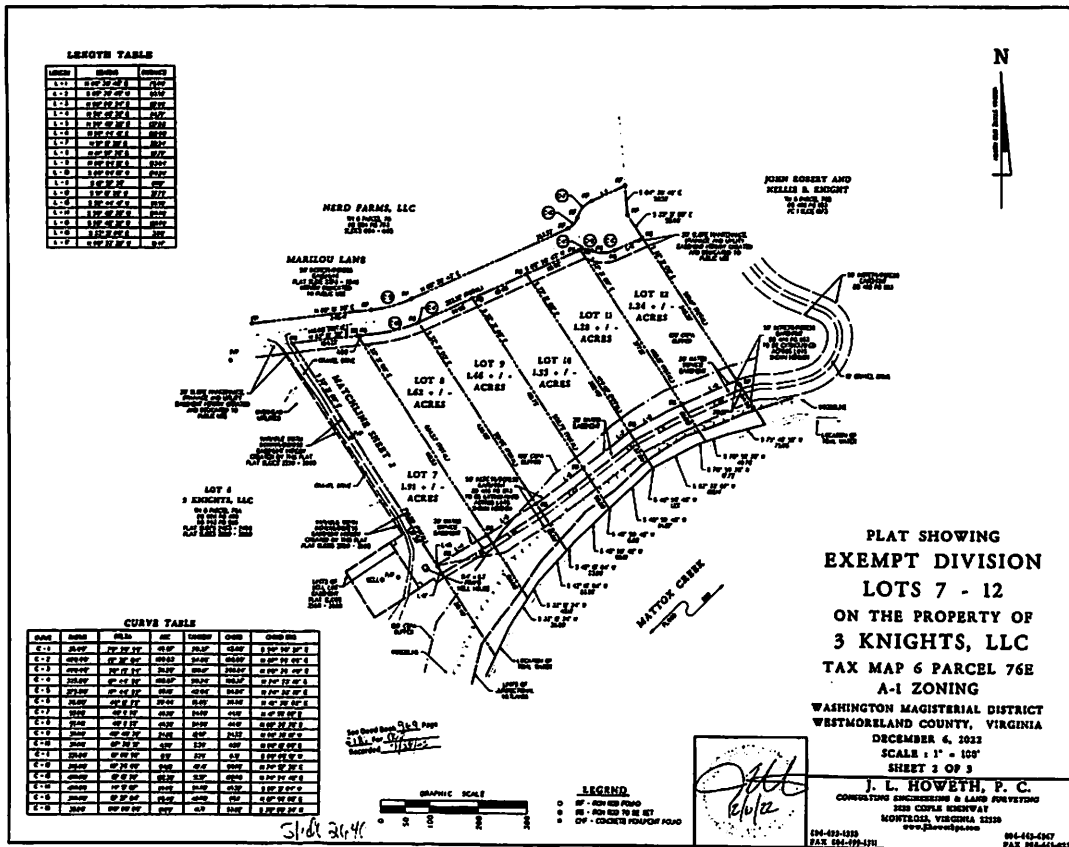
P. O. Box 1009
Montross, Virginia 22520
Phone: (804) 493-0121
Fax: (804) 493-0604

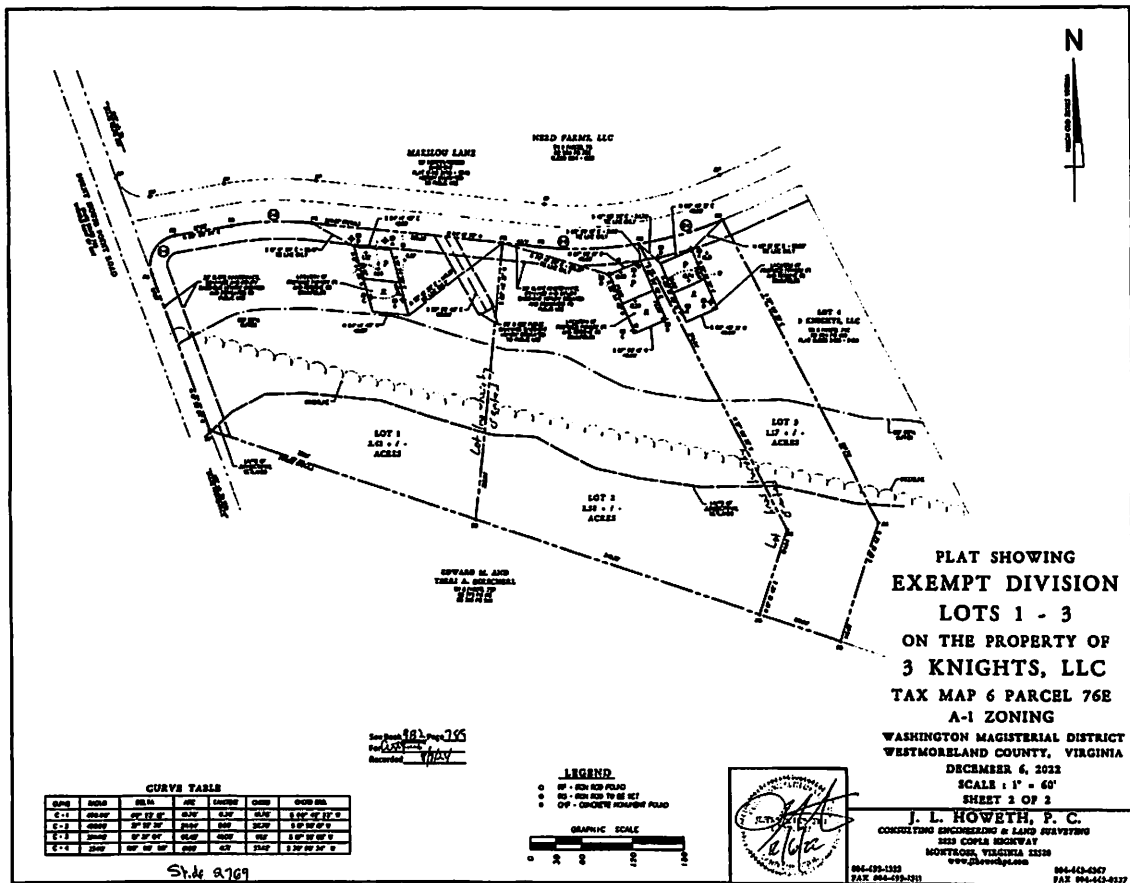
WESTMORELAND COUNTY, VIRGINIA
Land Use Administration
MONTROSS, VIRGINIA 22520

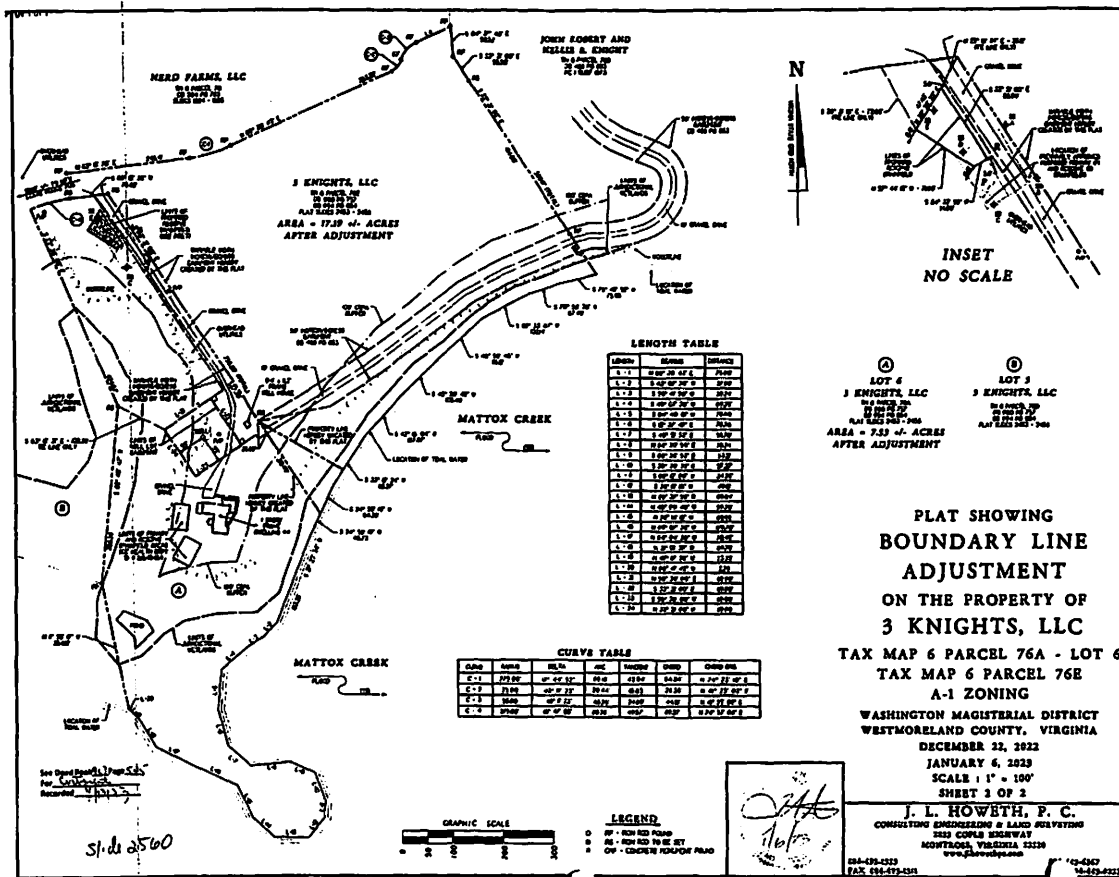


Building Official
Zoning Official
Planning Commission
Board of Zoning Appeals
Board of Building Appeals
Wetlands Board











Westmoreland County Health Department
18848 King's Highway
PO Box 303
Montross, VA 22520
(804) 493-1124

Private Well Construction Permit

March 04, 2024

Private Well Construction Permit

Owner Name: 3-Knights LLC
Mailing Address: 371 Resolutions Road
Property Address: Marilou Ln (Lot 5) Colonial Beach, VA 22443
Tax Map #: 6-76D
Subdivision: Burnhouse Cove Lot: 5
Well Permit ID: 193-WW-62161
HDID #: 196-24-0023

The attached drawings and below specifications constitute your permit to install a private well on the property referenced above. This permit is null and void if conditions are changed from those shown on your application or if conditions are changed from those shown on the attached construction drawings and specifications. VDH may revoke or modify any permit if, at a later date, it finds that the site conditions, well location, and/or design do not substantially comply with the Private Well Regulations, 12 VAC 5-630-10 et seq, or if the well would threaten public health or the environment. There may be other local, state, or federal laws or regulations that apply to the proposed construction of this private well. The landowner is responsible at all times for complying with all applicable local, state, and federal laws and regulations, and for ensuring that the water well is properly located on the landowner's property and in the approved area indicated on the attached schematic.

Your private well must be inspected by a representative of the local health department. Your private well may not be placed into operation until you have obtained a Record of this Inspection (ROI) from the Westmoreland County Health Department.

This private well is located in a Groundwater Management Area as declared by the State Water Control Board. VDH recommends that, prior to well construction and testing, you contact the Department of Environmental Quality (DEQ) Office of Water Supply, for further information on the Groundwater Withdrawal Permitting Program's requirements and procedures. DEQ may have additional requirements regarding well construction and testing beyond those required by the Westmoreland County Health Department. For more information, visit DEQ's website at the following address:
<http://www.deq.virginia.gov/Programs/Water/WaterSupply/WaterQuantity/GroundwaterPermitting.aspx>.

Before you can obtain your ROI, you must provide the Health Department with a Uniform Water Well Completion Report /GW-2 from your well driller and a record of a satisfactory bacteriological sample result.

Well Purpose: Drinking/Domestic Use Minimum Casing Depth: 50'
Well Class: IIIB Minimum Grout Depth: 50'

THIS PERMIT EXPIRES: 09/04/2028

Issued by:

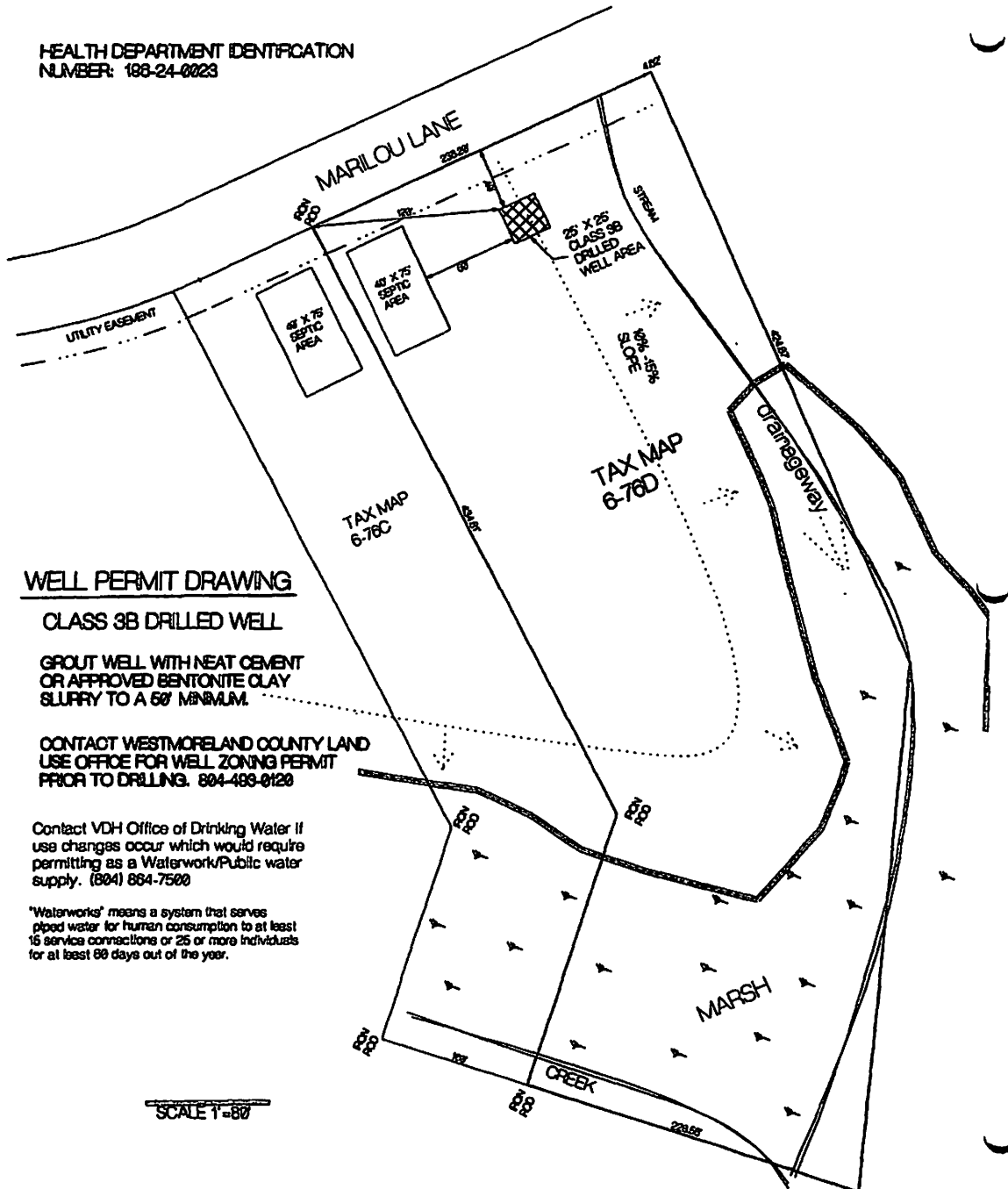
David Harrison, EHSS

Date:

3/4/2024

Attachments: Well Permit Drawing

HEALTH DEPARTMENT IDENTIFICATION
NUMBER: 188-24-0023



GENERAL NOTES

1. FOR EASEMENTS AND INTERESTS, REFER TO THE RECORDING OF THIS PLAN.
2. THE PLAT AND THE PROPERTY ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
3. EASEMENTS AND INTERESTS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
4. NO OTHER EASEMENTS OR INTERESTS ARE TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
5. THE PLAT AND THE PROPERTY ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

**LOT 5
3 KNIGHTS, LLC**
PLAT 5.000 200' x 200'

**LOT 4
3 KNIGHTS, LLC**
PLAT 5.000 200' x 200'

**EDWARD M. AND
TERRA A. DIRSCHERL**
PLAT 5.000 200' x 200'

**NGUYEN TRUNG VY
AND LY KIEU**
PLAT 5.000 200' x 200'

CURVE TABLE

CURVE	PC	PT	LC	STATION	CHORD BEARING	CHORD DIST.
1-1	2500	2500	2500	2500	2500	2500

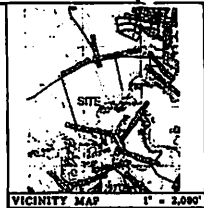


**PLAT SHOWING
WELL LOT EASEMENT
ON THE PROPERTY OF
3 KNIGHTS, LLC**
WASHINGTON MAGISTERIAL DISTRICT
WESTMORELAND COUNTY, VIRGINIA
JULY 15, 2011
SCALE: 1" = 100'

J. L. HOWETH, P. C.
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866-422-1317
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**Burnt House Cove Residential Community
Declaration of Covenants & Restrictions
And Road Maintenance Agreement**

DECLARATION

This Declaration is made on the 10th day of August 2023, by 3 Knights, L.L.C., a Virginia Limited Liability Company, referred to as "3 Knights" or "Grantor".

WHEREAS, 3 Knights is the Owner of Burnt House Cove subdivision, known as the "Community", as shown on the plats of survey made by J.F. Howeth, P.C., dated April 6, 2022, and January 6th, 2023, referred to as the "Plats".

WHEREAS, 3 Knights intends to sell the lots within the Community for residential building sites, subject to certain easements, covenants, restrictions, conditions, and other matters contained herein and as shown on the Plats, known as "Protective Restrictions", to ensure the beneficial development of the Community as a rural residential area and preserve its value and enjoyment.

NOW, 3 Knights hereby declares and imposes the following Protective Restrictions on the Community, which shall bind 3 Knights, its successors and assigns, and all parties and persons claiming by, through, or under Grantor.

EXPLANATION

Grantor is the Owner of certain property located on Marilou Lane, off of Virginia State Road 705 in Westmoreland County, Virginia, conveyed to Grantor by Deed dated February 2nd, 2018, and recorded among the Land Records of Westmoreland County, Virginia. Part of said property shall be known as Burnt House Cove (hereinafter, the "Community") as shown on subdivision plats of the Burnt House Cove Community also recorded among said Land Records.

The Grantor hereby establishes a twelve unit planned, common interest Community upon the Property with an appurtenant roadway and desires to subject the Property to certain easements, restrictions, covenants, conditions, and plats to protect the value, desirability and integrity of the Property and to distribute among the Members of the Burnt House Cove Community the costs of maintaining and operating the road & easements, and the enforcement of the covenants, conditions and restrictions established by this Declaration. This document defines and declares the parameters for the new Community and hereby establishes the unincorporated Burnt House Cove Community. The Grantor's intention is to create and preserve an environment that is appealing and attractive. Burnt House Cove is a restful, refreshing opportunity for people to retreat, vacation, or live permanently.

WITNESSETH, THEREFORE, that the Grantor hereby declares that the aforesaid Property

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shall be held, sold and conveyed subject to the covenants and restrictions set forth below.

**SECTION 1
DEFINITIONS**

As used herein, the following words shall have the meanings ascribed to them:

1.01 "Community" means Property Owners & Grantor of the planned, common interest Community known as Burnt House Cove as set forth by this Declaration;

1.02 "Grantor" means 3 Knights, LLC or any successor or assignee thereof to whom it shall convey or otherwise transfer all of the rights, title & interest in the Property designated as a lot;

1.03 "Lot" means a parcel of ground shown on the recorded Plats of the Community numbered and designated as a lot or unit as defined in by Virginia law.

1.04 "Member" means all persons who are entitled to hold membership in the Community as provided in this Declaration;

1.05 "Owner" means the person or legal entity, or the combination thereof, including contract sellers, holding the record title to a Lot. If more than one person or other legal entity or any combination thereof, holds the record title to any Lot, all of them shall be deemed a single record Owner and shall be a single Member of the Community by virtue of their Ownership of the Lot. The term "Owner" shall not mean any contract purchaser, nor shall it include any mortgagee or other person or legal entity holding an interest in a Lot as security for the performance of an obligation;

1.06 "Plats" means the Burnt House Cove plats prepared by the Grantor and recorded in the office of the clerk of the county commission of Westmoreland County, Virginia;

1.07 "Property" means certain property located on Marilou Lane, off of Virginia State Road 705 as shown on the Burnt House Cove Plats which is part of the property conveyed to the Grantor by Deed dated February 2nd, 2018, and recorded in the aforesaid clerk's office of Westmoreland County.

SECTION 2

RESERVED RIGHTS OF GRANTOR/Community

2.01 Reserved Rights. The Community shall hold the Common Areas conveyed to it by the Grantor subject to the reservation to the Grantor, its successors and assigns, of the right to enter upon the Property for the purpose of: conducting activities related to the sale of Lot(s), constructing or completing the construction of improvements and landscaping, storing building supplies or construction equipment and other similar items on any Lot still owned by

Grantor or any Common Area until 100% of the Lots are conveyed to Owners by Grantor;

2.02 Utilities. Grantor reserves for itself, its successors and assigns, and for utility companies to which Grantor may grant easements for the right to install, construct, maintain, repair, or replace utilities and drainage facilities including poles, wires, pipes, and lines, overground and underground, over, under and along the road-front twenty feet (20') of each Lot and within fifteen feet (15') feet of any sideline or back line of each Lot;

2.03 Signage. Grantor may construct, maintaining and operate real estate sales displays, and signs on any part of the Common Areas or on any Lot still owned by Grantor until one-hundred percent (100%) of the Lots have been conveyed to an Owner by Grantor;

2.04 Membership. Every Owner of a Lot shall be a Member of the Community. Membership shall be appurtenant to and may not be separated from the Ownership of the Lot. The vote of any Member composed of two or more persons, or other legal entities, shall not cast more than one vote per Lot for each Lot owned by them; The Lot Owners shall hold an annual meeting in September of each year. At the annual meeting, the Owners shall, by majority vote, one vote per lot, name two (2) Owners (hereinafter referred to as "Administrators") to carry out the provisions of this agreement. The named Administrators shall open a checking account in the name of "Marilou Lane Maintenance Fund" (hereinafter referred to as "The Fund"). Both Administrators' signatures shall be required on all checks drawn on the account of The Fund. The Annual assessment shall be paid to this Fund no later than October 31st of each year. A \$25.00 late fee shall be charged for dues received by the Administrators after October 31st. Dues in arrears, together with late fees, and collection costs shall constitute a charge and lien against Owner's property. Owners who are in arrears shall have no voting rights as outlined herein. The Owners may hold meetings other than the annual meeting. All Owners must be notified in writing at least thirty (30) days in advance of any meeting as to the exact date, time, and location of the meeting. All meetings must include the ability to attend virtually through video conference.

2.05 Assessment. Grantor hereby covenants each Lot and each Owner, by acceptance of a deed conveying any such Lot, whether or not so expressed in the Deed, shall be deemed to have covenanted and agreed to pay the Community equal annual assessments or charges which shall be collected as hereinafter provided. The assessments levied by the Community shall be used exclusively for the administration of the Community, but not limited to, the cost of architectural review, postage, telephone, mowing, plowing snow, road maintenance and other appropriate costs of executing the functions of the Community. Such costs shall be assessed equally against all Members. Costs caused by the negligence of a Member or his invitees/tenants shall be assessed against such Member. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot;

2.06 Collection. A prorated first year annual assessment for each Lot will be collected at the

time of conveyance of said Lot to an Owner. The annual assessment for each Lot shall be Two Hundred Fifty (\$250) Dollars per year. The annual assessment shall remain the same unless changed by a vote of an seventy-five percent (75%) majority of the Members of the Community, voting in person or by proxy, at a meeting called for such purpose. The annual assessment for any year after the first year shall be on a calendar year basis and shall become due and payable on or before the first day of September of that year. Grantor shall not pay an assessment on unimproved or unsold Lots;

2.07 Non-Payment. Any assessment levied pursuant to this Declaration, or any portion thereof, which is not paid on the date when due shall be delinquent and shall, together with the interest thereon and the cost of collection thereof, become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns, all in accordance with the provisions of the laws of Virginia. Any assessment or portion thereof levied pursuant to the Declaration which is not paid within fifteen (15) days after it is due, may be subject to an annual interest rate not to exceed twelve percent (12%) per annum from the due date, at the option of the Community;

2.08 Voluntary Sale. In a voluntary grant of a Lot or Lots, the buyer shall be jointly and severally liable with the seller for all unpaid assessments against the seller by the Community without prejudice to the rights of the buyer to recover from the seller the amounts paid by the seller for such assessments. The Community Administrators shall provide, upon request of such seller, a resale certificate that indicates the status of payment of assessments of such Lots.

SECTION 3 COVENANTS

4.00 Driveways. Owners shall have the right to construct entrances to provide vehicular access where their Lot adjoins the common roadways on the Property. Such entrance shall not impede or change the drainage or flow of water that exists in or along the common roadways and roadside ditches of the Property or the drainage across other lots.

4.01 Activities. No nuisance shall be maintained, allowed or permitted on any part of the Property, and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood. Any violation of any law, order, rule or regulation, or requirement of any governmental authority shall be remedied by and at the sole cost and expense of the Owner causing such violation;

4.02 Residential Use. The Property is restricted to residential use only. No commercial, industrial or manufacturing business, agricultural, building or enterprise shall be erected, maintained or operated upon the Property. Short- and long-term residential renting is permitted. The Community shall determine, in its sole discretion, whether, for the purposes of this paragraph, a particular use shall be considered non-residential. To make such

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determination, the Community shall consider the impact of such use on the amount of traffic, the visual aesthetics, the noise level and similar attributes that might affect other Owners in the Community;

4.03 Architectural Review. Prior to construction, plans for any building to be constructed, erected or maintained on the Property and its intended use must be approved. All buildings shall be constructed of good finished materials and constructed in a good workmanship-like manner. Grantor or its assigns shall consider application for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed structure will ensure harmony in exterior design and appearance. Approval shall be based upon, among other things: the quality, nature and durability of materials; changes in topography, grade and drainage; effect on the use, enjoyment and value of other neighboring properties. In the event that no action is taken regarding such plan and specifications within thirty (30) days after they have been submitted, such plans and specifications shall be deemed approved;

4.04 Dwellings. No more than two residential buildings may be erected or maintained on each Lot. The primary residential building shall contain at least fourteen hundred fifty (1,400) square feet of enclosed living area, excluding decks, porches, garages, etc. The secondary residential building shall contain no more than eleven-hundred (1,100) square feet of enclosed living area, excluding decks, porches, garages, etc.. No building shall exceed two stories or forty feet (40') in height. Tents, or similar temporary structures erected, placed or maintained on a Lot for more than seven (7) consecutive days shall not be visible from any neighboring properties. Each Owner may park or store one licensed camper/trailer or motorhome on their property which must be maintained in a road-worthy condition. Said vehicle may not be rented on-site for short- or long-term rental.

4.05 Outbuildings. No more than two outbuildings, one residential and one non-residential, or two non-residential, may be erected or maintained on each Lot. The exterior of said outbuildings shall conform with the exterior of any residential building on the Lot and with the natural character of the area. The total footprint of said buildings shall not exceed sixteen-hundred (1,600) square feet, with the larger of the two not to exceed eleven-hundred (1,100) square feet.

4.06 Mobile Homes. No house-trailer, mobile-home, single-wide or double-wide mobile home shall be constructed, placed or maintained upon any Lot. However, a modular dwelling may be placed on a Lot if it is built in accordance with and meets the covenants and architectural approval of the Community and meets the specifications of the Building Officials Code Administrators (BOCA Code);

4.07 Setbacks. No building shall be located on a Lot nearer than twenty feet (20') from any common roadway, or nearer than fifteen feet (15') from any lot boundary line or utility right of way;

4.08 Construction. After construction of a building has commenced on a Lot, all exteriors of said building shall be completed within twelve months of the starting date of such construction; except where such completions are impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

4.09 Subdividing. No Lot may be further subdivided to establish an additional residential parcel or parcels. Conveyance of a portion of a Lot will be only for the purpose of adjusting lot boundaries as agreed by the parties involved;

4.10 Signs. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot except those pertaining to the sale of the Lot which are no larger than ten (10) square feet in size, excluding the Grantor's development promotional and directional signage.

4.11 Motor Vehicles. No unlicensed vehicles, junked vehicles or trucks rated more than two tons may be parked on the Property unless parked or stored in an enclosed garage. Motor homes, RV's or similar licensed vehicles may be parked on the Property. Unlicensed vehicles may be operated, at Owner's risk, on Marilou Lane at a speed not exceeding 20 miles per hour. Licensed vehicles may be operated on Marilou Lane at a speed not exceeding 25 miles per hour;

4.12 Animals. Domestic animals or pets may be kept and maintained on the Property with no more than four domestic animals or pets, total, but shall be kept within the Lot of an Owner unless the animal(s) are under the control of a responsible person. No animals shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance to other Owners. Upon request of any Owner, the Community shall determine, in its sole discretion, whether, for the purposes of this paragraph, a particular animal shall be considered a "domestic animal", or its actions have constituted a "nuisance", or it has been properly kept "under the control of a responsible person";

4.13 Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. No Lot shall be used or maintained as a dumping ground for any material, trash, garbage or other waste. Household garbage must be kept in sanitary containers, and must be emptied every ten days, at a minimum. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition;

4.14 Maintenance. The Owner of each Lot shall keep his Lot, and all improvements thereon, in good order and repair, including, but not limited to, the mowing of all lawns, yards, or otherwise cleared area, including the easements on both sides of Marilou Lane as an extension of the Owner's lot lines, painting (or other appropriate external care) of all building and structures of the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If any Owner fails to perform the duties imposed

hereunder, the Community, on affirmative action of a majority of the Community, after five (5) days written notice to the Owner to remedy the condition in question, shall have the right (but not the obligation), through its agents and employees, to enter upon said Lot and to repair, maintain, repaint and restore the Lot and the improvements thereon to a condition of good order and repair. All costs incurred by the Community in connection with said restoration shall be reimbursed to the Community by the Owner of said Lot, upon demand. All such costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment as provided herein;

4.15 Lot Clearing. Burnt House Cove is intended to remain a natural Community and no "clear cutting" of a wooded Lot(s) is to occur. Therefore, cutting or defoliating vegetation which is larger than six inches (6") in diameter at chest height, should be for clearing for construction of driveways, septic fields, buildings, or for the purpose of obtaining a view, managing storm damage or disease. Cutting within the 100 ft. CBPA buffer zone must be performed in accordance with County, State, and Federal regulations;

4.16 Firearms. Discharging of firearms is prohibited on the Property, whether for hunting, target practice or any other reason, other than personal protection;

4.17 Special Exception. By consent of a 75 percent (75%) majority, the Members shall have the ability to approve proposals that have merit but do not conform to the guidelines stated herein. In granting any permit, authorization, or approval as a special exception, the Community may impose any appropriate conditions or limitations thereon as they deem advisable under the circumstances of each case.

4.18 Water Utility. Owners shall abide by the water use agreement with 3 Knights, LLC. However Owners may choose to install their own well but may not interconnect with the existing water system.

4.19 Fencing. No fencing is allowed within the 100 ft. CBPA buffer zone. No fence greater than six feet tall is allowed. Nor may any fence detract from the waterfront views of another Owner. Fence location, type/design and materials to be approved by the Community, prior to installation.

SECTION 5 GENERAL PROVISIONS

5.01 Enforcement. The Community, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Community or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; No Owner shall have the right to prosecute an action or inaction by the Community related to the enforcement of any covenant or restriction imposed by this Declaration;

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5.02 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect;

5.03 Amendment. The covenants, conditions and restrictions of this Declaration shall be deemed covenants running with the land in perpetuity. No amendment to this Declaration may be made unless authorized by consent of seventy-five percent (75%) of the Members. Any amendment to this Declaration must be recorded in the aforesaid clerk's office of Westmoreland County;

5.04 Notices. All notices required or provided for in this Declaration shall be in writing and hand- delivered or sent by United States mail, postage paid and return receipt requested, to Grantor or its assignee at its last known address;

5.06 Headings. The headings or titles herein are for convenience of reference only and shall not affect the meaning or interpretation of the contents of this Declaration;

5.07 Surplus. Surplus funds collected by the Community as assessments of Owners shall be used only to reduce the future common expense liability and future assessment of Owners.

ATTEST that the undersigned have set their hand and seal hereunder the day and year first above written.

3 Knights, LLC
By: Kevin Gouldman, Managing Member



STATE OF VIRGINIA
Westmoreland County

VIRGINIA: In the Clerk's Office of the Circuit Court of
Westmoreland County 8-16 2023
The foregoing instrument, (with/without attached) was
this day presented, and with certificate(s) annexed,
admitted to record at 11:51 after payment of \$
State Tax \$ Local Tax and \$ tax imposed by
Sec. 58.54.1
Teste: Aime B. Hahn Clerk

TO-WIT: I HEREBY CERTIFY, that on this 16 day of August 2023,
before me, the subscriber, a Notary Public in and for the State and County aforesaid,
personally appeared KEVIN GOULDMAN, who acknowledged himself to be the Managing
Member of 3 Knights, LLC, a Virginia Limited Liability Company, and that he, as such, being
authorized so to do, executed the foregoing Declaration for the purposes therein contained,
by signing under the name of the LLC by himself as Managing Member.

WITNESS, My hand and Notarial Seal the day and year last above written.

My Commission Expires: Jan 31, 2026



D. Case #2503-RNC-01 Presentation & Public Hearing: Request by Westmoreland County to rename an existing road in order to resolve a spelling error of road name. Private Road platted as Rosa Bran in Kinsale, Cople Magisterial District. Suggested name is Rosa Brann Road. Beth McDowell, Land Use

Darrin Lee, Land Use Administration, gave a presentation on road name change. He stated that the road is located in district one and is spelled incorrectly. It was supposed to reflect the Brann surname, and there are inconsistencies in the deed records. Some of the documents say Rosa Brann Drive or Rosa Bran. The Request would be to rename it as it was initially intended to be, Road Brann Road. He noted that it is a state-maintained road off of route 718.

The Chairman opened the public hearing for a road name change to rename an existing road in order to resolve a spelling error in the road name. Private Road platted as Rosa Bran in Kinsale, Cople Magisterial District.

Derrick Bulylels

He is one of the newest residents of Rosa Bran Road; he would like to learn the history of the road and the family it is named after. This is the first time he has been affected by the road name change. He is okay with the change but doesn't understand how it went unnoticed for so long.

Mr. Stuart stated that if the Board acts on the road name change tonight, they will file it with the Circuit Court, which will result in a change of title. Google maintains a website where people can make changes.

The Chairman stated that William Brann was the original owner and that is the family it is named after. He noted that he wasn't sure how it got misspelled but they are returning to fix it.

Let the record show that no one came to the podium to speak, and the Chairman closed the public hearing for a road name change to rename an existing road to resolve a spelling error. The road is a private Road platted as Rosa Bran in Kinsale, Cople Magisterial District.

Mr. Lee stated they received correspondence regarding the name change and had no objections. There are twenty parcels and ten residences.

Because this road name change is in Chairman Fisher's district, he asked to turn the meeting over to the Vice Chairman, Tim Trivett so Chairman Fisher could make to motion. The meeting was turned over to Mr. Trivett. Mr. Trivett asked for a motion to approve.

With no further discussion, upon motion by Chairman Fisher, second by Mr.

McCormack, carried unanimously by the Board. The Board approved the request to rename the existing road in order to resolve a spelling error changing Rosa Bran Rd to Rosa Brann Rd.

**** STAFF REPORT ON NEXT PAGE ****



Westmoreland County, Virginia
LAND USE ADMINISTRATION

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

P.O. Box 1000

Montross, VA 22520

(804) 493-0120

MEMORANDUM

To: Westmoreland County Board of Supervisors
From: Darrin Lee, Land Use Administration
Date: February 27th, 2025
Subject: Petition to rename existing road (Rosa Bran to Rosa Brann)

Rosa Bran Road is located at the intersection of Sandy Point Road (Route 604) and Skipjack Road (Route 610). It is 4 miles northeast of the unincorporated town of Kinsale. The paved road serves approximately 20 parcels of which 10 are developed as residential properties. The road (0.75 miles) is maintained by the Virginia Department of Transportation.

A petition to rename an existing road has been submitted for your consideration. The road is currently listed as Rosa Bran Road. The proposal is to rename the road to match the correct spelling of the surname Brann. Previous deed and plat records are inconsistent and vary widely in listing the road as Rosa Bran Road, Rosa Brann Drive (plat book 1, slide 973 and plat book 1, slide 1234), State Road (plat deed book 141, page 365 and plat deed book 130, page 3), Route 718 (plat deed book 197, page 796; plat deed book 198, page 152 and plat deed book 443, page 642) and Road (plat book 169, page 57).

The formal request is to rename the right-of-way, Rosa Brann Road. This case has been properly advertised and Board of Supervisors approval is needed to rename the road.

Attachments:

Aerial photo of road and surrounding area
DRAFT resolution for the renaming of a certain right-of-way
County Code section 42-32 and related sections

A RESOLUTION ASSIGNING A NAME TO A CERTAIN RIGHT-OF-WAY

WHEREAS, the Board of Supervisors adopted a process for assigning names to roads and streets within Westmoreland County by Resolution on September 11, 1995; and

WHEREAS, the Land Use Administrator has presented the naming of a certain right-of-way to this Board in accordance with that Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Westmoreland County Board of Supervisors that the following right-of-way shall have the following name and is to be listed in the Westmoreland County Road Name Index:

<u>Location</u>	<u>Current Road Name</u>	<u>New Road Name</u>
Off of Sandy Point Road (State Route 604)	Rosa Bran Road	Rosa Brann Road

March, 10 2025
Date of Adoption

Darryl E. Fisher, Chairman
Board of Supervisors
Westmoreland County

ARTICLE II. - NAMING OF STREETS, ROADS AND ALLEYS²¹

Footnotes:

— (2) —

State Law reference— Authority of board of supervisors as to naming of streets, roads and alleys. Code of Virginia, § 15.2-2019, numbers to be placed on buildings. Code of Virginia, § 15.2-2024.

Sec. 42-31. - In subdivisions.

In all newly platted subdivisions which fall under the purview of the county subdivision ordinance, the subdivider shall name all new streets, roads and alleys in accordance with the provisions of such subdivision ordinance, which names shall be considered approved by the board of supervisors upon approval of the plat of subdivision upon which such names are recorded. Priority to street names shall be given to names and subjects of historical or cultural significance relative to the subdivided property, the surrounding area of the subdivision or the county.

(Code 1988, § 15-26; Ord. of 2-8-1999, § 15-26)

Sec. 42-32. - Outside subdivisions.

- (a) Any existing street, road or alley in the county providing public access for which a name has not been previously recorded and which is not a new street, road or alley within a subdivision, as set forth in section 42-31, may be given a name as described in this section.
- (b) Any property owner along a street may petition the board of supervisors to name the street, road or alley. The proposed road name shall be advertised twice in the local newspaper for public hearing by the board of supervisors, and the county will notify adjacent property owners along the road. Petitioners are responsible for obtaining any letters of support from property owners along the road.
- (c) The board of supervisors will conduct the public hearing and determine the road name. In addition to the street name priorities of section 42-31, commonly used names for streets shall take precedence over family names unless otherwise determined by the board of supervisors. Each property owner affected by a named road shall be responsible for all change of address notifications and associated costs.
- (d) Petitioners shall pay the initial costs of signs, posts and installation of road name signs for newly named roads if there are three or fewer residential dwelling units or businesses located along the road, and a sign maintenance agreement shall be required to ensure continued maintenance of the signs by petitioners until such time as four or more residential dwelling units or businesses are located along the road. The county shall maintain the signs following the development of four or more residential dwelling units or businesses along a road.
- (e) The county shall record a suitable document with the clerk of the circuit court identifying the general location of the newly named road, parcels affected by such road name and the street addresses of such parcels.

(Code 1988, § 15-27; Ord. of 2-8-1999, § 15-27)

Sec. 42-33. - Renaming.

- (a) Any existing street, road or alley in the county for which a name has been previously recorded as set forth in sections 42-31 or 42-32, or otherwise assigned by the board of supervisors, may be given a new name as described in this section.

- (b) Any property owner along a street may petition the board of supervisors to name the street, road or alley following the submission of a deposit to cover all costs to advertise the road name change twice in the local newspaper for public hearing by the board of supervisors. The county will notify adjacent property owners along the road, and petitioners shall pay a deposit to cover the cost of postage plus an administrative fee of \$0.50 for each letter of notification. Petitioners are responsible for obtaining any letters of support from property owners along the road.
- (c) The board of supervisors will conduct the public hearing and decide whether or not the name will be changed. In addition to the street name priorities of section 42-31, commonly used names for streets shall take precedence over family names unless otherwise determined by the board of supervisors. If approved, petitioners shall pay for all costs associated with changing road name signs and updating county map books. These charges will vary depending on the length of street, number of signs and associated volume of map book changes. Volume of map book changes refers to direct costs for updating books, duplicating revised pages and distributing those revised pages to subscribers of book. The full payment of these costs shall be received by the county prior to the official changing and use of the road name. Each property owner affected by a renamed road shall be responsible for all change of address notifications and associated costs.
- (d) The county shall record a suitable document with the clerk of the circuit court identifying the general location of the newly named road, parcels affected by such road name and the street addresses of such parcels.

(Code 1988, § 15-28; Ord. of 2-8-1999, § 15-28)

Sec. 42-34. - When names effective; signs; notice to post office.

Street names or changes thereto made under the provisions of this article shall become effective upon properly recording the approved plat for new roads and upon approval by the board of supervisors for newly named or renamed roads. Recording fees and other fees provided for by this article shall be borne by the subdivider or petitioners, as applicable. In the event of a change in name, old street signs shall be removed by the county as soon as practicable and following the payment of any fees for sign replacements. The post office servicing the residents on the street shall be notified by the county as soon as practicable after the name is changed.

(Code 1988, § 15-29; Ord. of 2-8-1999, § 15-29)

Sec. 42-35. - Discretion of board.

Nothing in this article shall be interpreted as meaning that the board of supervisors must name or change the name of any street, road or alley in the county as requested in any petition or in accordance with the subdivision ordinance. The board may deny any such request when in its opinion such name is inappropriate, offensive or otherwise unacceptable. The board may also substitute a name of its own choosing.

(Code 1988, § 15-30)

Sec. 42-36. - Prohibition against attachments on 911 signs.

It shall be unlawful to attach any object, writing, material, plant or any other object on any 911 sign posted within the County of Westmoreland. Any such type of defacement or visual impairment shall be punishable by a fine not to exceed \$500.00.

(Ord. of 11-14-2005)

Secs. 42-37—42-70. - Reserved.

E. Request to Initiate Road Name Change Process -Brodfield Road to Broadfield Road, Beth McDowell, Land Use.

Ms. McDowell gave a presentation on the road name change. She stated that the Board triggered something when they reviewed the spelling of Rosa Bran Road. A request came to the Land Use Administration to revise the spelling error of Brodfield Road. The road runs between Long Field and Macedonia Road. There are twenty parcels on the road and eleven current addresses. There are three possible pathways to alter road names after they have been assigned which are the requester initiates the process by submitting a petition to Land Use, a Board member motions for a public hearing to be held, and a majority of the Board agrees or when there is an identified technical issue with a name typically it is a duplicate with another county road. Ms. McDowell stated that there was an email sent to the Board regarding the three possible pathways noted above, and she is before the Board to discuss the second option. Whether the Board wants to consider this at a public hearing, they aren't changing the name tonight. Still, they will start the process of advertising for a notice of a public hearing and notifying the landowners if that is what the Board chooses.

After Ms. McDowell's presentation, she asked if the Board had any questions.

The Chairman stated that this road is in Mr. Hynson's district.

With no further discussion upon motion by Mr. Hynson, second by Mt. Trivett, carried unanimously. The Board approved the motion to initiate the request for a road name change process for Brodfield Road and to have a public hearing for it to be advertised to be changed to Broadfield Road.

7. PUBLIC COMMENT

Chairman Fisher stated that they are now at the Public Comment Portion of the meeting, where they will hear from the public present. He asked whoever would like to

come to the podium to state their name for the record and proceed to address the Board. Below is who spoke during Public Comment.

Richard Wilkins

He stated that the court system and the Sheriff's department needs to agree on the trash issue. Mr. Wilkins had an issue on his road in the past when a person was dumping diapers, and he called the Sheriff's office. The deputy reviewed the information, went to the individual's residence, and told the gentleman that he would be taken to court. Mr. Wilkins could not appear when they finally could serve him court papers and go to court. He wrote the judge a letter stating what occurred. He went to court and recessed until all parties could read the letter; once they reconvened, the judge could not rule against another judge but gave him a lecture on his actions. He has called the sheriff's office, and there are inconsistencies in the proper protocol and steps that need to be taken within the department on illegal trash dumping. He encouraged the Board to contact the sheriff's office and court system. Mr. Wilkins offered his services on Pomona and Cedar Hill Road. Several tires were dumped on the road, and he would bring them to the transfer station, but he didn't want to make a separate trip every time he had more than four tires. He asked for a waiver to bring the tires all at once. He hoped that the Emergency Services pay scale would be adjusted immediately because some of their salaries are so low that they cannot be approved for public assistance. Good employees need to be paid accordingly. He stated that there is a public hearing about solar farms for the Planning Commission at 6:30 in King George at the Old Courthouse. King George has no solar farms in their county and asked why Westmoreland has so many. He asked the Board to look at the policies and maybe find a way to receive revenue from the solar farms. He asked that the county follow up on his questions and concerns from the meetings.

Larry Hinson

Mr. Hinson stated that he would be glad to help get the tires together to bring to the transfer station. He asked that the clean-up day be in April because last year, people were scared of the snakes, and it is mating season in May. He stated that some of the roads have cardboard boxes and plastic everywhere.

Dale Mullane

He lives in Tidwells off of Erica Road and takes care of sixteen homes. The road is a mile long, so he has to go to each homeowner and get the money for the road maintenance. He agreed with the Board that road maintenance is an issue if it isn't state-maintained. They need to put state-maintained roads in when they are building houses. He stated that trash in the county is horrible, they are constantly picking up trash. He moved here from Northern Virginia and they do not have this issue. He noted that people were doing it on purpose; he felt there needed to be more significant consequences and maybe get the prisoners to help pick up the trash. He stated that in Glebe Harbor/ Cabin Point, construction vehicles such as 202 and Mt. Holly are coming down the roads. Rod and debris are falling off of the trucks. Mr. Mulvane stated that last Saturday night, around 6:00 p.m., a three-bed and two-bath mobile home was being transported and driven from Chatham Village to Erica Road, and the trailer broke. They closed the road, and VDOT had to come in and drag it off the road to someone's property. The lot had sole, and they were supposed to bring it down to 202 late at night so no one would know. The mobile home is sitting on the farm, bent up, debris falling into the field, and someone has broken into a window.

Mr. McCormack asked Mr. Stuart if the County could step in to clean the mobile home and if it was possible to charge the owner.

Mr. Stuarts stated that if they can find out who owns it with the police report, he will see what can be done.

Larry Thompson

He owns Custom T's Motor Sport Park and has been in the county for seven years. He is trying to get along with the county and has done everything he was told to do. He hoped that everyone could come together and find common ground. This past weekend, He recognized an issue regarding the track's special event and the county. He stated that he is planning to put up a for-sale sign. He noted that everyone loves his track, and he provides entertainment. The facility came with a liquor license that he did not use. When they had an event three years ago, people complained about the traffic, so he made his roads wider and paved them. He has emergency exits for the emergency vehicles, and there is no debris or trash at his business. He donated money to the youth association and bought the kids' uniforms. He had to buy his ambulance and firetruck due to there being no providers to help him. All the people are certified, and he also has his security. He would like to have a meeting and sit down with everyone so he can be included and tell his side of the story. He felt that he was not being represented with the truth, and there was no issue with traffic this past weekend, he did everything he was told to do. He felt that he was being railroaded and would like to find common ground.

Chairman Fisher stated that there have been conversations, and they have yet to schedule a meeting to iron out the Board's and owner's expectations. They go back and forth on what is grandfathered in. He stated that it would be a good opportunity to have a meeting with everyone involved. His hope is that they can put a defined agreement in place, such as an ordinance, or have specific criteria in place because there is nothing written down. He stated that one of the things that happens is that no one accounts for having more people than usual, and certain things need to be done to accommodate that. The Chairman suggested that a meeting be set so everything can be ironed out and put in writing.

Mr. Hynson stated that he was here when the track opened and asked whether there would be a track aloud or not. The previous owner of the track, was for it in order to get

the young kids off of the road from drag racing. One of the concessions was that no track is open on Sundays before church lets out, and it was agreed upon that night. When the George D. English Building burned down, no one can find any written material about what was agreed upon. Everyone uses the word grandfather, and it works, but when the racetrack opened, it was for drag racing only. Two cars side by side and when the light turned green, they ran their quarter of a mile. The best he understood was that when you grandfather something, it is as it was but when you add anything that is different you have to have a special exemption permit. That is why there needs to be permits for last weekend's event, and there weren't. He noted that there had been unsafe instances, such as people racing backward, people sitting on the track walls, or people too close to the racing. The Board is obligated to protect the county's safety and welfare. He noted that Mr. Thompson needs to understand the safety and welfare of the general public and the County; the Board, Planning Commission, and Land Use have the obligation not to allow things to take place that endanger the safety and welfare of the county. He noted that things need to be figured out on what is allowed and what is not.

The Chairman stated that they are going to set up a meeting and sit down and have a discussion on what will be allowed and what won't be allowed. He noted that Mr. Stuart will need to be there as well to give direction on how they move forward. Chairman Fisher mentioned has been on the Board for 32 years there is still no definition on what a racetrack is in this county, and it is in writing. Chairman Fisher stated that a lot of things have changed, cars are a lot faster. He noted that Mr. Taylor and Ms. Cogswell have come up with a lot of great ideas and plans on how to make things a reality, with their help and Land Use assistance, hopefully they can come up with something that everyone is okay with.

Mr. Goldman

He stated that there is a house off of Stoney Knoll that has piles of trash such as mattresses, box springs, debris, etc. He asked if the county had any authority to make people clean up messes.

Mr. Stuart stated that it is a complaint driven system, when the complaint is received then they can start the process of doing something about it.

Mr. Goldman stated that there are more houses with trash in the county than that, but that is the worst one her has seen.

Keri Cusick

Director of Social Services, she asked for clarification about the little league field, if the t-ball fields are included in the upkeep.

Ms. Cogswell answered yes.

Ms. Cusick stated that was great because she is the coach for t- ball team this year. She also noted that Department of Social Services and the Boys & Girls Club are partnering together to host the second annual Easter egg extravaganza event on April 12, 2025 from 12:00 p.m. to 2:00 p.m. and will be at the W & L High school gymnasium pending approval. They will have eggs to hand out. The age group is zero – thirteen; they will have food, games, and entertainment, send more information, and post it on social media.

Mr. Ingram stated that the Boys & Girls Club was involved in the event last year, and the Sheriff's Department and Fire Department were there as well. He stated that the Boys & Girls Club has a lot of momentum and is something the county needs for the youth. He asked everyone to come out and have a great community event.

Mr. McCormack asked if any donations were needed for the event.

Ms. Cusick stated that they are working on a donation letter that will be sent out, but they do need hot dogs, buns, condiments, and water, and Social Services can be the primary drop-off.

The Chairman stated that everyone's comments have been seen and heard, and they will see what can be accomplished.

8. ADJOURNMENT

Chairman Fisher asked if there was any further business to bring before the Board, and then he asked for a motion to adjourn.

He noted that the work session was moved up to 4:00 p.m. on March 24th, and hopefully, that will not be an inconvenience.

With no further business, upon motion by Mr. Hynson, second by Mr. McCormack, and carried unanimously. The Board adjourned the meeting at 8:30 p.m.

The next scheduled meeting is Monday, March 24, 2025, at 4:00 p.m. in the George D. English, Sr. Memorial Building.

Chairman, *Darryl E. Fisher*