NEW KENT COUNTY BOARD OF SUPERVISORS

Monday, September 14, 2026 6:00 PM
Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA 23124
Regular Meeting

A G E N D A

1. CALL TO ORDER

2. INVOCATION and PLEDGE OF ALLEGIANCE

3. ROLL CALL

CONSENT AGENDA
(Matters included here under may be the subject of one motion to approve provided no Board member requests an item to be separated.)

4. CONSENT AGENDA - APPROVAL OF MINUTES
- **a.** March 13, 2026 Budget Retreat Minutes

5. CONSENT AGENDA - MISCELLANEOUS
- **a.** Approval of August 4, 2026 Dual Primary Abstracts of Votes
- **b.** Approval of Agreement for Legal Services for Economic Development Authority (EDA)
- **c.** Adopt Proclamation Recognizing October as Domestic Violence Awareness Month
- **d.** Approval of Agreement for SCADA Services with E-Merge Systems
- **e.** Approval of Agreement with Suffolk Sales & Service LLC for the Purchase of Glycerin
- **f.** Adoption of a Proclamation Recognizing October 4-10, 2026 as National 4-H Week

6. CONSENT AGENDA - REFUNDS
- **a.** REFUND - Overpayment of Tangible Business Property Tax - AutoZone Stores LLC/AutoZone Store #09740 - $251,308.58
- **b.** REFUND - Holtzman Propane - BP# 28379-2026 - $66.30
- **c.** REFUND - Real Estate Tax - Veteran Exemption - $5,060.02

7. CONSENT AGENDA - SUPPLEMENTAL APPROPRIATIONS
- **a.** FY26 Supplemental Appropriations
- **b.** FY27 Supplemental Appropriations

8. CONSENT AGENDA - INTERDEPARTMENTAL BUDGET TRANSFERS
- **a.** FY26 Interdepartmental Budget Transfers
- **b.** FY27 Interdepartmental Budget Transfers

9. CONSENT AGENDA - TREASURER'S REPORT
- **a.** Treasurer's Report - July 2026

10. CITIZENS COMMENT PERIOD

11. RESIDENCY ADMINISTRATOR'S REPORT

12. PRESENTATIONS

a. Presentation of a Proclamation Recognizing October 4-10, 2026 as National 4-H Week and Update on 4-H Activities
District 5 Supervisor, Jordan Stewart, Extension Agent, 4-H Youth Development - Unit Coordinator James Mason, Jr. and 4-H Member Shaiah Lerner

b. Approval of Project Administration Agreement with Virginia Department of Transportation for the Route 249 and Dispatch Road Roundabout
Amy Inman, Transportation Development Director

c. Buc-ee's New Kent, LLC - First Amendment to Local Level Economic Development Incentives Performance Agreement
Lindsay Hurt, New Kent Economic Development and Tourism Director

d. New Kent County Public Schools Carryforward and State Revenue Appropriations
Financial Services Director Richard E. Lawrence, III

e. Resolution R-39-26 Approving the Return of Surplus Revenues
Financial Services Director Richard E. Lawrence, III

f. Authorization for County Administrator to Advertise an Invitation for Bid for the Repair of a Dam and Spillway along Lakeshore Drive in the Woodhaven Shores Neighborhood
Rodney Hathaway, County Administrator

13. PUBLIC HEARINGS

Public Hearings to be held at 6:30 p.m. or as soon thereafter as possible. Speakers are limited to three minutes each, should come to the podium and state their name and address.

a. PUBLIC HEARING - Ordinance O-21-26 - An Ordinance to Amend and Reordain Chapter 66, Taxation, of the Code of the County of New Kent, Virginia, by Amending Article II, Property Taxes, Division I, Section 66.31, Annual Returns
Financial Services Director Richard E. Lawrence, III

b. PUBLIC HEARING: Resolution R-37-26 to amend the Fiscal Year 2025-2026 Budget by approving supplemental carry forward appropriations in the amount of $55,219,571.42
Financial Services Director Richard E. Lawrence, III

c. PUBLIC HEARING: Resolution R-38-26 - Application CUP-03-26: Conditional Use Permit Request to Operate a *Contractor Office or Shop with Outdoor Storage* at 5200 New Kent Highway | Applicant: Giving Hope Lawn Management, Inc.
Patrick Silva, Principal Planner

14. ELECTED OFFICIALS REPORTS

15. STAFF REPORTS

16. OTHER BUSINESS

17. APPOINTMENTS

a. Appointments - Delegated by District
b. Appointments - Not Delegated by District
c. Appointments - Regional Boards and Commissions

ADJOURNMENT

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Tuesday, October 13, 2026, and the next work session will be held at 9:00 a.m. on Tuesday, September 29, 2026, both in the Boardroom of the County Administration Building.

If a meeting cannot be held because of the closing of State and/or County offices, the meeting will be held on the next business day that the County offices are open.

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Approval of Minutes

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	March 13, 2026 Budget Retreat Minutes
Time Needed:	Person Appearing:
Request prepared by:	Wanda Watkins, Deputy Board Clerk — Telephone:
Copy provided to:	

ATTACHMENT(S):

031326 Budget Retreat Minutes Draft.doc

A JOINT RETREAT MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS AND THE NEW KENT COUNTY SCHOOL BOARD AT 9:00 A.M. ON THE 13th DAY OF MARCH IN THE YEAR TWO THOUSAND TWENTY-SIX, AT THE PROVIDENCE FORGE RECREATION CENTER, 9900 CARRIAGE ROAD, PROVIDENCE FORGE, VIRGINIA.

IN RE: BOARD OF SUPERVISORS CALL TO ORDER

Chairman Ronald P. Stiers called the meeting to order.

IN RE: ROLL CALL

Thomas W. Evelyn	Present
John P. Moyer	Present
Amy M. Pearson	Present
Ronald P. Stiers	Present
Jordan T. Stewart	Present

All members were present. New Kent staff attending included County Administrator Rodney Hathaway, Financial Services Director Tripp Lawrence, Fire Chief Rick Opett, Deputy Fire Chief Lisa Baber, Sheriff Lee Bailey, Chief Deputy Joey McLaughlin, Commissioner of the Revenue Laura Ecimovic, Business Tax Director Shannon Micali, Treasurer Charles Evelyn, Community Development Director Josh Airaghi, Economic Development Director Lindsay Hurt, Parks and Recreation Director Kim Turner, Assistant Parks and Recreation Director Jason Baldwin, Public Relations Specialist Krista Eutsey, Executive Assistant Amanda Stanger and Deputy Board Clerk Wanda Watkins. Davenport and Company (Financial Consultant) Senior Vice President & Manager of Public Finance Ted Cole and Associate Vice President Gracie Caplice were also present.

Mr. Stiers welcomed everyone to the Providence Forge Recreation Center. He reported the foyer and back deck had recently been renovated, and plans were in the works to do more. He turned the floor over to the School Board.

IN RE: SCHOOL BOARD CALL TO ORDER

School Board Chair Keith Pagano called the meeting to order. Other members present included Heather Mae Donbrosky, Ron Vaught, Gregory Reimer and Helena Cunha. School staff attending included Superintendent Dr. Brian Nichols, Assistant Superintendent of Operations Jonathan Hochman, Chief Administrative Officer Haynie Morgheim, Executive Director of Human Resources Allison Anderson, Executive Director of Innovation and Development Ross Miller and Executive Director of Technology Shawn Terry.

IN RE: NEW KENT COUNTY PUBLIC SCHOOLS (NKCPS) - PROPOSED FY27 BUDGET

Handouts on the Superintendent's recommended FY27 budget had been distributed prior to the meeting. Superintendent Dr. Brian Nichols reported this was his seventh budget presentation and thanked Supervisors who had been able to meet with School Board staff for earlier budget discussions. He had attended the Board of Supervisors meeting earlier in the week and noted there were similar themes between the two budgets. NKCPS continued to focus on their mission of Employment, Enlistment, Enrollment and were continuing to grow big programs. Some examples included:

- NKCPS had partnered to receive a GO TECH grant which would be launched at New Kent Middle School next year. This program would provide career paths in technical fields.

- The Navy ROTC program was in its third year and was up to over 70 students. Congress was planning to greenlight 16 more ROTC programs across the County and New Kent's program was now in line to possibly receive federal funding. Given that New Kent's program employed two instructors, all funding had been provided locally and that enrollment had more than doubled, they stood a good chance of receive funding.

Budget Process – Key Points – The budget process had included holding budget forums with staff at each school to gather valuable input and recommendations. A community forum had also been held. A number of new positions had been requested, and Division Directors, Principals and other Division leadership had met to discuss and prioritize those requests. Additional input had been gathered through parent, teacher and community advisory group discussions as well as faculty meetings.

Revenue Outlook – New Kent was expecting $1,736,692 in additional revenue as a direct result of increased enrollment. The FY26 budget had been based on an average daily membership (ADM) of 3,500 students but the actual ADM was 3,560. The FY27 budget would be based on an ADM of 3,620. New Kent's Local Composite Index was .4550 compared to .4391 the previous year. He noted this was not good because the County's ability to pay was considered high and as a result, the County's share would increase. He drew attention to a slide depicting several revenue sources and noted they were requesting $1.2 million in additional operating funds from the County. The FY27 recommended budget totaled $56,483,363 compared to the $53,068,296 FY26 adopted budget.

Salary and Benefits Highlights – He said that while they were asking for additional funding, they had also taken a close look at current expenses and had eliminated several items in the budget including a Math Specialist ($79,584) and an Elementary Position ($49,2620). Proposed FY27 salary adjustments included a 2% increase for staff ($732,071) and a 1% step increase for teachers ($236,393). The healthcare rate was expected to increase by 7% resulting in an $844,262 employer share increase and the VRS rate would be lower resulting in a $678,350 savings. Some of the 7% healthcare increase would be passed on to employees. Salary and benefits totaled 84% of the NKCPS general fund. Additional salary and benefits adjustments included:

- Transportation Scale Adjustments - $214,698 – They were currently six to ten bus drivers short on any given day which resulted in some drivers doing double runs. While they were making it work, this was hard on the drivers and the system. He reported Supervisors may have heard from daycare providers that NKCPS would be eliminating out of zone transportation to daycare facilities. He said this was partially policy driven and the other part was that they were hurting for drivers. He encouraged anyone who was interested in applying for a CDL (Commercial Driver's License) to contact them and they could train them from no experience to a full CDL. This budget increase would allow the starting hourly rate for bus drivers to move from $20.18 to $23.00. Bus driver starting salaries in some neighboring localities were over $23.00 an hour and those localities were fully staffed. Getting to $23.00 would make NKCPS more competitive.
- Paraprofessional Adjustments - $60,097
- Supplement Adjustments - $47,558
- Third Party Transportation Testers - $4,306 – NKCPS would become its own independent tester for CDLs. Testing was currently outsourced at approximately $1,500 per driver.
- Stipend Adjustments - $37,329
- Hourly Rate Adjustments for Teachers and Tutors - $22,455
- Budget Vacancies at Step 10 - $25,219 – They had previously budgeted teacher positions at Step 5, but the average FY26 new hire had started at Step 11.

Regional Programs – NKCPS partnered with four regional schools to provide additional educational opportunities. The following increases were expected for those programs:

- CODE RVA tuition would increase to $13,131.22 per student. The total budget increase would be $10,650.
- Maggie L. Walker Governor's School tuition would increase to $11,297.50 per student. The total budget increase would be $6,844.
- Bridging Communities Regional Career and Technical Center (BCRCTC) tuition would increase to $5,730 per student. The total budget increase would be $20,497. New Kent had 93 students at the BCRCTC, more than half of the total enrollment. There was also a waiting list of students wishing to get into this program. NKCPS was providing a variety of services to the BCRCTC including serving as fiscal agent, human resources agent and providing maintenance and technology. These services had been provided without compensation since the BCRCTC had opened. NKCPS had worked with the BCRCTC Board and as a result, would be receiving two free seats.
- Chesapeake Bay Governor's School tuition would increase to $5,701 per student. The total increase would be $18,927. This also included an increase from 12 to 15 seats.

Expenditure Adjustments – NKCPS had internally cut $345,000 from their budget to make way for other needs. Some of those needs included:

- Adjustments to School Baseline Budgets - $10,790
- Student Services - $39,175 – This included contracted services such as speech therapy, occupational therapy and physical therapy and the school psychologists. Alternative communication devices and new software licensing were also included.
- Department of Innovation and Student Services - $54,550 – This included increased subscriptions as well as uniforms for the Navy National Defense Cadet Corps. They currently had over 70 students and hoped to get closer to 100.
- Human Resources/Administration - $55,270 – This included additional tuition assistance for teacher residencies. This budget would include five teachers in residence who would student teach for a year. These individuals would be paid as paraprofessionals and would also receive tuition assistance. These individuals would be required to teach for NKCPS for three years after completing the teacher in residence program.
- School Board - $2,800 – This increase was to cover the conversion of BoardDocs to Diligent Community.
- Finance - $18,725 – This included increases in property and vehicle insurance.

Operational Services – Dr. Nichols noted everything was going up and reviewed the following list of expected increases:

- Maintenance and Custodial Services - $164,115 – He reported NKCPS maintenance had long been in a break/fix mentality, but focus would be shifting more to maintaining inventory, replacement schedules and capital improvement planning. Custodial services outsourced through SSC Services for Education were expected to increase $26,673.
- Transportation - $13,953 – This increase was due to the rising costs of materials.
- Technology - $37,424 – This increase was due to the rising costs of materials and continued work in streaming technology across the division.
- School Nutrition – Consideration of inclement weather days and how they impact the School Nutrition budget. Dr. Nichols reminded everyone that School Nutrition was self-funded and for every day schools were closed for inclement weather, School Nutrition lost approximately $11,000. There had been approximately ten inclement weather closures this year which had resulted in over $100,000 in lost revenue.

Position Requests – Dr. Nichols reviewed the following list of new personnel requests totaling $1,107,607. He would also review another list of position requests later in the

presentation, but the first list was what was needed now. He said that most positions in the first list were the result of increasing student enrollment. First list positions included:

- Two Elementary Teachers (for growth)
- Five Teachers in Residence
- Speech Language Pathologist Assistant
- School Psychologist
- ESI Teacher
- PreK Coordinator (State preschool funds)
- High School Assistant Principal (Prior Year Request)
- Gifted Resource Teacher (Prior Year Request)
- Reading Specialist – Middle School
- Special Education Teacher – Middle School
- Special Education paraprofessional – Middle School
- PE Teacher – Middle School
- Summer School Funding – Summer School had been funded over the past six years through grants which were no longer available. Summer School would be held in June this year with FY26 funding.
- Convert Social Studies Teacher to English
- Stipends – Golf Assistant Coach, Gymnastics Assistant Coach, Esports Coach and Debate Coach – These sports each had one coach and assistants were needed. Ms. Donbrosky said she had somewhat scoffed at Esports when she had first seen this on the list but had since learned it was being considered for inclusion as an Olympic sport. She noted many students did not have athletic or art abilities and Esports was a place where many could feel they belonged. She was very much in favor of this.

Additional Position Requests – Dr. Nichols said positions on this list were needed but had not made it into the budget and he expected some of them would be brought back next year. The following list of positions totaling $1,316,559 was provided for information only:

- Student Success Coach
- Media Specialist SOQ
- Bus Driver/Lead Bus Driver
- Secondary Literacy Coach
- Specially Designed Instruction (SPED) Instructional Coach
- Special Education Teacher (2)
- Special Education Paraprofessional (2)
- Math Specialist – Middle School
- School Counselor – Elementary
- Front Door Security Assistant (2)
- Paraprofessional
- Additional Stipends
- Administrative Support – Testing/Student Support/SPED Compliance
- Coordinator of Assessment and Remediation
- Database Administrator/Application Developer

Closing the Gap – Dr. Nichols stated NKCPS and the Board of Supervisors prided themselves on being great partners and working together. Noting Mr. Hathaway had proposed a $500,000 increase for NKCPS in his FY27 budget recommendations, Ms. Morgheim and he had worked together to identify ways to close the gap between the proposed funding and the $1,200,000 requested. Reallocations totaling $351,433 had been made within their recommended budget and a Social Studies teacher position had been reallocated to English. Other items to be considered for possible removal included:

- Transportation Pay Adjustments - $214,698
- High School Assistant Principal - $104,516

- Gifted Resource Teacher - $78,017
- Remedial Summer School - $82,158
- PE Teacher – Middle School - $78,017
- Reading Specialist – Middle School - $85,817
- Contingency Maintenance Services - $25,000
- Fuel - $31,777 – He noted this cut caused some concerns as fuel prices were so volatile.
- Revenue changes with final State Budget – Once the House and Senate finalized the budget, there could be some changes in anticipated revenue.

Capital Improvement Plan (CIP) – Dr. Nichols noted the CIP had previously been shared so he would not go into a detailed review. The following list of projects totaled $4,550,000:

- NKHS RT HVAC Replacement - $1,057,248
- School Buses - $672,000
- ES Playground Equipment - $606,843
- GW Fan Coil Units - $415,506
- NKHS Practice Fields - $311,000
- Technology 1:1 - $300,000
- HS Roof Replacement - $280,139
- IT Infrastructure - $160,000
- HVAC Maintenance - $150,000
- NKHS Water Source Heat Pumps - $117,000
- Replacement Furniture - $100,000
- Districtwide Paving - $100,000
- MS Gym Upgrades - $99,796
- School Vehicles – $95,468
- Misc. School Improvements - $50,000
- Roof Maintenance - $35,000

Dr. Nichols asked if there were any questions or comments about the NKCPS operating budget before moving forward with his presentation.

Ms. Stewart thanked Dr. Nichols for his time earlier in the week and noted many questions had been answered then. She asked if Esports would travel to competitions or would this be a remote activity. Dr. Nichols said this would be a remote activity with no travel. Ms. Stewart asked where students needing summer school would go if it was not offered by NKCPS. Dr. Nichols reported credit recovery would be offered at NKHS regardless of the summer school status. Summer school would primarily include elementary and middle school remediation, but he noted offering it was not a requirement. Because instruction had been offered free of charge the first time, he said the cost of credit recovery at NKHS would be shared with families. Ms. Stewart asked if elementary and middle school students would recover the credit within the regular school year. Dr. Nichols noted elementary and middle school students were not credit-bound so more remediation could be provided during the school day. There had also been great success with after school programs, and they would try to offer more of this. Ms. Stewart noted the CIP list included elementary school playground equipment. She asked if this would be a replacement or a new playground at the current New Kent Elementary School. Dr. Nichols reported the elementary playground equipment would be for both George Watkins Elementary and New Kent Elementary. A significant portion of the funding would go to George Watkins because its equipment was at its end of life/safety, but the New Kent Elementary playground was also in need of some replacements. Ms. Stewart asked if the proposed new equipment at New Kent Elementary would be moved if they proceeded with building a new school. Dr. Nichols thought the equipment could be moved but noted whether it was moved or not would depend on the future use of the existing playground space.

Noting that ROTC uniforms had been mentioned under expenditure adjustments, Mr. Moyer asked if NKCPS would have any problem with putting this expense into the CIP this year. Dr. Nichols stated he had no problem with it being taken from one-time expense funds and noted there may be other items in the budget that could also be considered one-time expenses. Mr. Moyer noted he did not see the restroom facilities and the update of the non-track portion of the stadium (Ed Allen, Jr. Athletic Complex). Dr. Nichols reported that project would probably be a year out. The recent stadium project had come in at about $30,000 under budget and NKCPS would be looking to use those funds to address storage needs at the complex this year and move to the second phase next year. He stated that he would leave it to the financial people to determine if the uniforms could be purchased with one-time funds. Ms. Pearson indicated she would not recommend purchasing uniforms with capital funds as they were replaced on a regular basis. Mr. Hathaway agreed and noted the purchase would not fit the County's definition of capital. He suggested an alternative could be to use Colonial Downs funding since there was some flexibility with that funding.

Ms. Pearson reported she had assured her constituents that she would bring up the daycare issue. This was not a popular topic among Board members, and she understood some did not feel the County should be funding this but she wanted to try to come up with some alternate solutions. She asked how much it would cost to continue providing this service and she reported one daycare owner had suggested they could contribute to the cost. She asked if NKCPS had any alternate solutions. Dr. Nichols reported there had recently been a very productive meeting with several daycare owners where he had learned a lot and he hoped the owners had learned a lot too. Two buses were currently being used to transport students out of zones to daycare facilities. NKCPS could provide the cost of this, but he noted the bigger struggle was this would be two buses that would not be available to transport in zone kids to their homes on time. He added that if they could staff the buses, they would be in a much better place. He also noted it would be on the School Board to review NKCPS policies regarding out-of-zone bussing to see if they could find a solution. Mr. Pearson reported one daycare owner had said 16 children would be affected among the three primary daycare facilities. Dr. Nichols questioned that number and said NKCPS was currently transporting over 70 students. New Kent Christian Center representative Shelly Johnson reported from the audience that 46 students were being transported to their facility. Dr. Nichols reported the other two daycare facilities had 16 and 17 students each for a total of 79. Ms. Pearson asked if this would fill one bus. Dr. Nichols stated this number required more than one bus and that was why they were currently running two. Mr. Evelyn noted he had received a lot of calls about this too and asked Dr. Nichols if he thought the proposed bus driver salary increase would help fill the positions and in turn make it possible to help address the daycare issue. Dr. Nichols said divisions with increased salaries had been able to fill positions and the Transportation Department was confident that would be the same case in New Kent. They were also working on other ways to fill bus driver positions including hosting a transportation recruitment fair. He suggested many did not know the great benefits and flexibility they could get as a bus driver and many were also not aware that NKCPS could take them from no experience to a CDL. They were also working with team coaches to get their CDLs with the assurance that they would only be asked to drive their respective teams to events. He felt they would be better staffed if compensation was better. Ms. Pearson asked if the compensation was better, did he think they could continue the daycare runs. Dr. Nichols stated that if they could get staff, he would feel better coming to the School Board with a recommendation to revisit this decision. Ms. Pearson stated that Dr. Nichols had said if the Board only increased the NKCPS transfer by $500,000, one of the first things that would come out would be daycare transportation. Dr. Nichols confirmed. Ms. Pearson asked if the cost was about $250,000. Dr. Nichols reported the cost was closer to $216,000. He noted NKCPS would need more teachers

because there would be more students. He also stated they didn't have to provide compensation increases but noted the state provided a portion with NKCPS making up the difference.

Mr. Moyer said Dr. Nichols had not mentioned if daycare providers had said how much it would cost to provide transportation services to their clients. Dr. Nichols reported it would be expensive and said he had learned from two daycare owners that they would have to have two staff members on the vehicles. The cost of two staff members and the vehicle would be expensive. Mr. Moyer asked if NKCPS did not need a second person on the bus. Dr. Nichols reported they did not need a second person and noted he also thought the regulations were different for New Kent Christian Center.

Mr. Vaught said the daycare piece had been a part of the reason for the desire to increase driver pay but he wanted to be sure it was understood that a big reason had been the double routing and the impact it was having on student schedules. He stated this was the first need that would have to be met through increased budgeting but noted it could also be the answer to the daycare piece. Ms. Pearson stated an additional $200,000+ would help with this. Dr. Nichols agreed. Mr. Hathaway asked how many students could safely be transported on one bus. He was curious to see if they were close to the point where a third bus would be needed. Dr. Nichols noted this practice had been started to help the community when Quinton Elementary had been built. The numbers had increased when New Kent Christian Center had joined a year or two ago. Students were comfortable on two buses now but if they decided to continue this practice they needed to mindful of not creating a need for additional buses. Ms. Pearson stated a part of the issue was the limited availability of daycare facilities. Dr. Nichols agreed. Ms. Pearson stated she would like to keep this conversation open and to continue working together to come up with a solution. She couldn't imagine what it was like for a young mother who could not get her child to a daycare. This was an issue of a growing county, and she would like to keep the dialogue open to come up with a solution. Mr. Evelyn stated he would second that and Ms. Donbrosky stated she totally agreed. She added that having been a working mom for several years, she had been very fortunate to have a relative watch her children but every time that individual had not been available, it had been extremely stressful. She wanted to do everything they could to make something work. She added that NKCPS was in a difficult spot financially and many kids were getting up extra early or getting back home late because of the double runs. Ms. Pearson reported a constituent was driving her kids to Quinton and then driving to Hampton for work. This mother had indicated she had no idea what she would do if there was no daycare transportation. Ms. Donbrosky stated that without the funds and the people to staff it, it was a difficult situation that she would love to solve. Dr. Nichols reported they were also working on a request for proposals (RFP) for a third party to offer before and after school services at all three elementary schools. While this was not directly related to the daycare piece, he felt it was something they should have as they continued to grow. The RFP was expected to be posted that week and they would potentially be able to select a provider. He said they were working on other solutions for families and reported he and his wife had been school teachers and had two kids so they understood the need for before and after school care. Ms. Pearson suggested that if before and after school services were available at the schools, the number of buses transporting to daycare facilities could be reduced to one. Dr. Nichols stated he didn't know and said offering before and after school would not be an attempt to take anyone from a daycare facility. He reported NKCPS would have 120 more students this year than the previous year and daycare centers were at capacity.

Dr. Nichols continued with his presentation.

New Kent Elementary School Replacement – NKCPS had been making plans for the replacement of the existing New Kent Elementary School and this need would not go away. The presentation indicated the original balance in the Elementary Project line item had been $2,329,820.01 and $41,500 of this funding had been spent on the scope definition and design workshop. A balance of $18,665 remained in the New Kent Elementary Feasibility Study Project line item and NKCPS had requested Board approval of a $130,732.99 transfer to fully fund the $2,437,718 needed for the schematic design, design development and construction documents. He said NKCPS was a good steward and partner and had saved almost half a million on Quinton Elementary and funds remaining at the end of each year were transferred to the Elementary School project. He said the need was getting worse and reported a situation where a light switch had been taped over because turning it on would blow light bulbs. This would be fixed but was just another example of the many issues they were working through. They had requested a transfer from the Board several times and he understood Board members had some reservations. He wanted them to understand that NKCPS was still committed to finding a path forward and they were prepared to provide anything the Board needed to move forward. They were ready to consider a different design if necessary but wanted to stress that New Kent Elementary families needed this school and it would be something incredible for the community.

Construction Priorities – Dr. Nichols reviewed the following construction priorities list:
- Replacement of New Kent Elementary School
- Addition at George Watkins Elementary School – They would like to replace trailers with real classrooms.
- Renovate or Replace New Kent Middle School – Renovation could move the replacement down the road considerably.
- District Office Space – This was an ongoing struggle.

Next Steps – Dr. Nichols reviewed remaining budget adoption process steps including:
- They were anticipating additional information regarding state and local funding in the upcoming weeks. Once received, they would prioritize position requests and salary increases to align with available funding.
- Dr. Nichols would be presenting the Superintendent's Recommended FY27 Budget to the School Board on March 17, 2026.
- The School Board would hold a public hearing on the Superintendent's Recommended FY27 Budget. The County would hold public hearings on the tax rate and fees as well as the proposed FY27 budget.
- The School Board Budget approval and adoption would be pending the final adoption of the County Administrator's Proposed FY27 Budget by the Board of Supervisors.
- Questions on the Superintendent's Recommended FY27 Budget could be sent to budget@nkcps.k12.va.us.

He expressed appreciation to Ms. Morgheim for her work to get this budget where it needed to be. He also mentioned the partnership with Mr. Hathaway and Mr. Lawrence. He said he had worked in other places but there was some magic here that didn't happen everywhere, and he would be going into year eight because of the fantastic people and great partners. He said he would like to see them move the elementary school project forward even more. He offered to turn the floor over to Ms. Morgheim if there was any additional information she felt he may have missed. Ms. Morgheim indicated she had nothing more to share.

Mr. Stiers stated he had heard that NKCPS possibly had an alternate location for the new elementary school and he asked if this was true. Dr. Nichols indicated NKCPS did not but would not be opposed to an alternate location. He stated they were trying to use existing property but if there was an alternative that would fit logistics, etc., they could support it.

He stated they were not married to staying at the current location but were trying to move forward with what they had. Mr. Hathaway reported there was a potential alternative site east of the Courthouse across from the Cumberland Community Center. He had been in discussions with the family and, although they had expressed an interest in selling, had made no commitment at this point. He had discussed this location with Public Utilities and they had indicated they could get water and sewer to the site, and it would fit into the long-term plans of developing a centralized water system. Nine family members were involved and all would have to agree to a sale. The individual he had been speaking with was communicating with other family members and he was waiting to hear back from them. The parcel was approximately 160 acres and they had been asked to consider selling 25 acres for a new school. Dr. Nichols stated 25 acres would allow them to build an incredible school. He would not be opposed and would discuss this with the School Board.

Mr. Stiers called for any additional comments or questions. There were none. Mr. Stiers expressed appreciation to the School Board and NKCPS staff for attending and sharing their thoughts.

Mr. Pagano thanked him and stated that on behalf of the School Board, their meeting was adjourned. The meeting adjourned at 9:51 a.m. Mr. Stiers called for a brief recess. The meeting reconvened at 10:08 a.m.

IN RE: DAVENPORT & COMPANY – GENERAL FUND DEBT ANALYSIS

Davenport and Company Senior Vice President & Manager of Public Finance Ted Cole and Associate Vice President Gracie Caplice distributed copies of the Updated General Fund Capital Planning Scenarios booklet. Mr. Cole reported they would only go over a few pages of the booklet as most of the content was support materials. This presentation would include a brief overview of the County's tax-supported debt profile and would focus on two capital projects. Discussions would include debt capacity as well as possible new school and new courthouse projects. Potential scenarios would be covered in summary with details provided in several appendices in the booklet.

Existing Tax-supported Debt Profile – Mr. Cole provided an overview of the County's tax-supported debt totaling $52,182,489 ($20,664,814 for County and $31,517,675 for School projects). Payments would be in the $8.5 million to $6.5 million range for the next few years with a significant drop to $2.8 million in 2030. This decline would be a key part of the affordability of any proposed new debt. He drew attention to the 10-year payout ratio which measured how quickly debt was paid. The policy was for no less than 50% to be paid off in the next ten years and the chart indicated 72.8% of the debt would be paid.

Debt Affordability Analysis - Mr. Cole drew attention to the tax-supported debt affordability analysis and noted this demonstrated how the County would pay for tax-supported debt. Existing debt service including principal and interest totaled $61,312,287. These were known figures which would not change unless a loan was refinanced or paid in full. The spreadsheet also included projected revenue available for debt service. This model assumed that because $8.5 million was available for debt service, these funds could be used toward future debt service. This model also assumed $2,500,000 could be transferred from the Colonial Downs Revenue Fund in 2026 making a total of $11,038,636 available that year. It had also been assumed that the value of one penny of the real estate tax rate would equal $631,503 in FY27. As existing debt service was paid and annual debt service declined, the declining funds could be used to help afford new debt for other projects. The "Cash Flow Surplus (Deficit)" column took available revenue and subtracted existing requirements to arrive at an annual surplus or deficit. The debt service would begin

going down in the next fiscal year and Davenport was recommending the County consider budgeting the same amount for debt service in future years resulting in surpluses. These surpluses would help the County afford future debt obligations. The surpluses would not be much for the next few years but would become more meaningful in FY30 and beyond.

Capital Planning Discussion – Mr. Cole reported they had been working with staff to model several scenarios for potential borrowing. He provided an overview including:

- New Kent was considering the potential issuance of approximately $135 million for two capital projects: a $65 million Elementary School project funded in spring 2027 and a $75 million Courthouse project funded in spring 2027. The proposed courthouse project included approximately $10 million for the renovation of the existing courthouse and a $5 million contingency. As previously noted, $2.5 million would be transferred from the Colonial Downs Revenue Fund to the Debt Service Fund in FY26 to support these projects by supplementing the County's current annual debt service budget on an as-needed basis in future years. Additional transfers from other local funds could be considered to support debt service on these projects or to decrease total borrowing.
- A series of cases had been run where the Board could consider putting additional one-time funding into debt service. In each case, the $135 million would be funded and the $2.5 million transfer would be applied. The difference in the cases would be how much additional one-time funding could be made available and how it would change the impact of the projects. Scenario 1 included only the $2.5 million Colonial Downs funding and Scenario 2 included everything in Scenario1 plus an additional $2.5 million one-time County contribution. Scenarios 3 through 6B showed additional one-time County contributions increasing from $5 million in Scenario 3 to $11.5 million in Scenario 6B. He noted Scenario 6A had purposely been modeled to target a tax rate increase of no more than three pennies for the projects in FY27. In this case, the full $135 million would be borrowed and the additional one-time funding would be made available to supplement the budget over time. Scenario 6B was a test case including an additional one-time County contribution of $11.5 million, but the borrowing amount would be reduced. In both Scenarios 6A and 6B, the total County contribution would be $14 million. He pointed out that 6A would have a lower tax impact than 6B.
- Financing assumptions included a 30-year term, level debt service and a 5% interest rate with the first interest payment due in FY28 and the first principal payment due in FY30. Interest only payments had been included for a few years to get closer to the anticipated reduction in debt service in 2030. This cash flow management strategy was to minimize the impact of new debt until the drop in 2030. Current interest rates were in the 4 to 4.25% range, but we were a year out from the borrowing date.

Mr. Cole called for questions before moving to the summary.

Referring to the $14 million additional contribution, Mr. Evelyn asked if the County could make more money by having (saving/investing) the $14 million somewhere else. Drawing attention to Scenario 6A, Mr. Cole stated the $14 million would be used incrementally and would be earning interest over time in the mid to upper 3% range. This funding would be dedicated to debt service but would not be used all at once. The funds would be used to supplement the $8.5 million debt service over several years. Scenario 6B would have the $14 million being spent all at once to reduce the borrowing amount.

Moving to the summary, Mr. Cole drew attention to column "G" containing information specific to Scenario 6A. This scenario included the County committing an additional $14 million in cash and $135 million in debt would be issued in spring 2027 to fund both projects. The impact of this approach had been measured three ways. $8.5 million was already being contributed to debt service annually and they worked to learn how much more

the County would need to contribute annually to make the borrowing work. 6A would have a tax impact of five pennies but the additional funding would not be needed until 2031 or 2032. Because the $14 million would be available to supplement the budget for several years, the County could wait to put new revenue in place. In Scenario 6B, if the same $14 million was used and the borrowing was less, the impact would be a little over six pennies and it would happen sooner (four pennies in 2028 and a little over two pennies in 2029). Another method of paying the debt service with the impact being divided equally over FY27 and FY28 was also considered. Using this method, the total impact in Scenario 6A would be a little over three pennies and the Board would have to take action to generate one and a half pennies in FY27 and another one a half pennies in FY28. Although this would be increasing revenue sooner than needed, the total impact would be lower. With Scenario 6B, the total impact would be a little over four pennies. The third method with all the impact up front in FY27 showed the 6A total impact would be 2.99 pennies and the impact in 6B would be 3.49 pennies. He drew attention to the debt ratio section of the spreadsheet and noted the County policy that would be hit the most for the longest duration would be the 10-year payout ratio. The County's current ratio was 78% on $52 million in debt. This discussion was to consider adding $135 million in debt with a 30-year payback which would have a very low percentage. The early years of payments would be mostly interest and very little principal and the blended result would be a payout ratio of about 30% while the policy was to not go below 50%. The County would remain below this policy for a number of years. Mr. Cole reminded the Board that this was a self-imposed policy, and the Board would have the ability to waive it if they felt it was necessary. He stated that the only way to remedy this would be to pay the $135 million back more quickly by shortening the term of the debt. Shortening the term would increase the annual payment which would increase the revenue needed as well as the impact on the tax rate. He stated that it would be a balance between amortizing the debt over 30 years to get the payment to a level that would be affordable ($14 million contribution and three pennies of new revenue) but the trade off would be it would be a 30-year debt with a slower payback resulting in a payout ratio lower than the policy. Being below the policy would not prevent the Board from borrowing this money and making this exception would be completely a local decision. If the answer was "no," the direct effect would be higher annual payments with more dollars needed sooner.

Mr. Evelyn asked what this would mean for future borrowing. Mr. Hathaway noted this borrowing would put the County out of its self-imposed policies. It would also limit the County in terms of possible future borrowing and it would be important to identify new sources of revenue for future borrowings. Referencing the additional $11.5 million in cash, Mr. Hathaway stated the recommendation would be that this would be funded with Colonial Downs revenue. He said Page 179 of the budget packets previously provided contained a summary of available Colonial Downs funds which was approximately $21 million. Ms. Pearson suggested that amount would be $26 million by the end of the year. Mr. Hathaway agreed and stated approximately $1.2 million was being collected each month.

Ms. Pearson asked Mr. Cole if they had used a one percent growth rate. Mr. Cole confirmed they had used one percent but noted the only place that was seen was that one penny was generating $630,000 now and they were assuming one percent more would be generated each year. A more aggressive growth rate in this model would not change the impact in any meaningful way. Mr. Hathaway asked if being outside of the policies would impact interest rates on potential future borrowings. Mr. Cole noted the base case they were using for the school and the courthouse would be going through the Virginia Public School Authority (VPSA) and the Virginia Resources Authority (VRA) for borrowing. Neither of these programs should ask a question about the 10-year payout because it was not a part of their due diligence. If the County went to a bank for a loan several years later, the bank may be interested in the payout, but he thought they would be more concerned with

whether the money was in the budget to make current payments as well as make the new payment on the requested loan. The audience that would be most sensitive to this would be the rating agencies, but New Kent had never needed a bond rating and this had never been an issue. He said that for New Kent, this was purely an affordability discussion.

Ms. Pearson asked what the term was on the high school financing. Mr. Hathaway and Mr. Cole both indicated the term had been 25 years. Ms. Pearson stated she didn't know how other localities handled debt and questioned the possibility of paying it down quicker. She was concerned about the 30-year term. Mr. Cole reported that for either VPSA or VRA, the County would have the ability to refinance after ten years or make additional payments. He noted this was rarely seen as localities were dealing with a whole new set of projects and additional dollars may be better used to avoid future borrowing.

Mr. Moyer questioned the County not being rated. Mr. Cole stated New Kent was not rated as a County and if the decision was to go with bonds through VPSA or VRA, no bond rating would be needed. These state lenders were borrowing based on their own ratings and disbursing funds to everyone in the lending pool. Mr. Cole noted this was the same process as the County was about to do with Public Utilities borrowing. Localities received benefits from these programs being very highly rated without having to have their own ratings. Mr. Hathaway reported the last borrowing of this type had been for the new Animal Shelter which would be hosting a ribbon cutting later that day.

Discussions continued on the various amounts of additional revenue needed to pay back the borrowing and the impact of each of the options.

Mr. Cole reported legislation regarding a 1% sales tax for school capital funding was currently moving through the General Assembly but noted a lot would have to happen for this to work. The General Assembly would have to approve this and then the County would have to decide if it was something they wanted to pursue. If approved, this could be a new revenue source that could be used to pay the school portion of the debt and take some pressure of General Fund revenues.

Mr. Evelyn asked what would happen if the projects did not cost as much as projected. Mr. Cole stated the timing would be that the borrowing would not happen until the projects were bid and there was a known cost. Mr. Hathaway said the projected borrowing date would be spring and hopefully by that time the projects would have either gone out to bid or the architectural/engineering work would be complete so they could have a good indication of actual cost. The goal would be to fine-tune the numbers before moving forward with borrowing. Board members discussed pros and cons of dividing the tax impact over several years. Mr. Evelyn stated he didn't like that idea and felt there was no need to kick the can down the road. He stated they would have to make a decision. Mr. Cole drew attention to the spreadsheet and noted the figures in line 30 represented the impact if the increase was addressed entirely in FY27. Mr. Evelyn stated that in his opinion, that was the best option.

Ms. Stewart stated they would not borrow until they had final bid numbers and asked if this ($135 million) was a number they had decided they would be comfortable with. She expressed concerns over the decision to not move forward until next spring and asked if there was a plan if the bids came back at $200 million. She questioned what the County would do if that was the case. Mr. Hathaway reported the $70 million figure they currently had for the courthouse project had come from Moseley Architects. The number had been based on the results of a space needs analysis Moseley had performed several months ago. He also noted the project figure included funding for renovation of the current courthouse and a small contingency. He said Ms. Stewart had brought up a good point and noted the

construction market and pricing was constantly changing. He also referenced the current overseas situation (U.S./Iran/Strait of Hormuz) and the impact it could have on construction costs. He stated there were a lot of unknowns. Ms. Stewart asked if the recommendation was to borrow $70 million for the new courthouse and renovation of the old courthouse because it would make the most sense to borrow at once and then break out the individual projects. Mr. Hathaway confirmed. Ms. Stewart stated she would like to make sure they did not spend over the amount borrowed for this project and she knew that could easily happen if it was not closely monitored. Mr. Hathaway agreed. He said NKCPS had submitted a Capital Improvement Plan request for $58 million, but he believed that only included construction costs. He was also not sure how much contingency had been included and if architectural and engineering costs were included. He felt the true cost would be closer to $65 million. Ms. Stewart stated she was specifically taking about the $70 million to build the new courthouse and renovating the old courthouse. She didn't want them to borrow $70 million and then learn the new courthouse would cost that full amount and there would be nothing left to pay for the renovation. She stated the residents in her district would not be happy with that. Mr. Hathaway stated the architectural and engineering figures for the courthouse would be available and the County would have detailed costs before borrowing. Ms. Pearson stated NKCPS had some funds set aside for the architectural and engineering work. Mr. Hathaway confirmed and reported they had approximately $2 million now and he anticipated full architectural and engineering would be between eight to twelve percent of the total project. Mr. Lawrence also reported approximately $3.1 million was available in the current budget for the new courthouse project. Mr. Evelyn stated there would be more engineering costs with the courthouse project because two buildings would be involved. Mr. Hathaway agreed. Ms. Stewart noted the Board had taken a lot of flack for setting aside funding for the animal shelter project and then coming back saying more was needed. She wanted to avoid that with these proposed projects. Discussions regarding tax rate impact continued. Mr. Moyer asked if the Colonial Downs revenue would be the only source of additional funding for the new courthouse. Mr. Hathaway suggested they could investigate possible grant funding. Ms. Pearson asked about the possibility of using camera speed enforcement funds. Mr. Moyer suggested half of the camera speed enforcement funds should go to what the Sheriff's Office needed and half should go to the cost of the courthouse. He felt this would be a public safety use for the funding and the courthouse would be a part of that public safety. Mr. Hathaway reported approximately $5.6 million in camera speed enforcement revenue had been collected as of the end of February but this revenue was dropping. The first checks had been $1.4 to $1.6 million and the last check had been just over $700,000. Mr. Evelyn stated that he looked at the camera speed enforcement revenue as one-time money. Discussions continued on camera speed enforcement revenue, how it could be used and restrictions that could possibly be going into effect on July 1st because of legislative changes.

Mr. Stiers asked if there were any additional comments or questions.

Mr. Evelyn noted the scenarios presented included making $14 million in cash available. He stated he would like to see the impact if that figure was increased to $20 million. Several Board members agreed and Ms. Stewart stated she felt they should put as much cash up as possible. Mr. Cole indicated they could run the scenarios with a larger cash contribution. After further discussion, the request was for the scenarios to be run again with $14 million from Colonial Downs Revenue and $6 million from camera speed enforcement revenue. Ms. Stewart stated that they were having this discussion now to help with the decision on how to set a new tax rate in May and revenue generated as a result of a new tax rate would be factored into the borrowing. Mr. Cole confirmed.

Mr. Stiers thanked Mr. Cole and Ms. Caplice for their presentation. Mr. Cole indicated they would follow up on the requested scenarios.

IN RE: PUBLIC SAFETY – SHERIFF'S OFFICE – 2026 PERSONNEL REQUEST

Sheriff Lee Bailey and Chief Deputy Joey McLauglin reviewed 2026 personnel request packets distributed to Board members. These packets included information on requested positions, the cost to hire and train recruits and agency stats.

Sheriff Bailey thanked the Board for the opportunity to present the Sheriff's Office FY26 personnel request including:

- Six Full-time Traffic Officers – Year 1 Salary/Equipment/Vehicle - $1,330,032.05. Sheriff Bailey reported he had first come to the Board in August (August 29, 2025) with a request for a six-member traffic unit to be funded with camera speed enforcement revenue. That request had not been funded. He had come back at the last Budget Retreat (November 7, 2025) with that same request as well as other positions that would have normally been requested in the FY27 operating budget. The six full-time traffic officers would be assigned to shifts to help supplement and handle traffic related issues. Complaints regarding traffic were being received for almost every road in the County and he noted an increase in speeding within subdivisions and crashes.
- Two Full-time Court/Civil Process Officers – Year 1 Salary/Equipment/Vehicle - $355,309.96.
- One Full-time Investigator/Detective Sgt. – Year 1 Salary/Equipment/Vehicle - $194,866.10.
- One Full-time Animal Protection Officer – Year 1 Salary/Equipment/Vehicle - $188,230.95
- One Part-time Court/Civil Process Officer – Year 1 Salary/Equipment - $80,136.76.
- Position Upgrade from Deputy to Lieutenant - $37,221. This upgraded position would assist with managing some of the supervision of the requested traffic unit.

Total up-front cost for Year 1 would be $2,185,796.82 and the annual recurring cost would be $994,675.82. He drew attention to detailed lists of expenditures associated with each of the requested positions.

He shared the following information on previous position requests:

- The FY26 request had included one Communication Officer, one Detective, one Animal Control Deputy, two Court/Civil Process Deputies and four Patrol Deputies. None of the requested positions had been funded. Sheriff Bailey said they had been fortunate to get the Pay Plan funded and noted that while it had helped tremendously with recruitment and retention, some vacancies remained.
- The FY25 request had included four Communication Officers, one Detective, two Court/Civil Process Deputies, one SRO Patrol Deputy and six Patrol Deputies. None of the requested positions had been funded.
- The FY24 request had included two Patrol Deputies. None of the positions had been granted in the regular budget but special funding had been approved later in the year to fund six Patrol Deputies and one Court/Civil Process Deputy effective January 1, 2024.

Sheriff Bailey reviewed the following list of 2025 agency statistical information.

- Calls for service had increased from 44,301 in 2023 to 50,176 in 2025.
- Arrests had increased from 672 in 2023 to 806 in 2025.
- Traffic enforcement (number of traffic summons issued) had gone from 2,512 in 2023 to 2,755 in 2025.
- IBR (Incident Based Reports) had gone from 2,259 in 2023 to 2,555 in 2025.

- Criminal/Civil Process papers served had gone from 8,567 in 2023 to 10,563 in 2025.
- Total phone calls received by the Communications Center had gone from 66,783 in 2023 to 76,373 in 2025.
- Total 911 calls received had gone from 10,811 in 2023 to 10,647 in 2025.
- Court activity had gone from 287 days in 2023 to 311 days in 2025.
- Courthouse security had screened 32,387 individuals in 2023 compared to 35,537 in 2025. He reported that beginning in April, additional Juvenile Court dates would be added to the schedule. He also noted an increase in the number of jury trials which was impacting the number of court dates. In some cases, a jury trial may be cancelled a day or two prior to the scheduled date but by that time staff had made all arrangements for the jury to sit and the work had already been completed.
- Watch orders (property checks) had gone from 19,863 in 2023 compared to 17,320 in 2025. Sheriff Bailey reported officers were performing property checks when they did not have other pressing assignments and he believed the number of property checks had dropped because officers were responding to calls and crashes and did not have the time to devote to this. There had been a significant increase in the number of crashes which the State Police had been handling with New Kent officers assisting. Due to State Police staffing shortages, New Kent staff members were now handling most accidents. He stated that the current agreement was that New Kent would handle non-injury single-vehicle crashes within the County, but they were being called to handle crashes on the interstate when State Police Troopers were not available.
- Directed patrols were targeted patrol activities focused on specific areas or issues such as speeding or traffic complaints. There had been 843 calls of this nature in 2023 compared to 2,336 in 2025.

Sheriff Bailey reported crashes in the County had gone from 497 in 2023, to 750 in 2024 and to 652 in 2025. He noted there were many more issues with crashes on County roads when interstate traffic was backed up. He was pleased to report that the number of fatalities had dropped from five in 2024 to one in 2025. He said that one was one too many and noted the one fatality had occurred near the end of December 2025. He added that the department was doing everything it could with available resources. They were finding that even when fully staffed, available resources were not enough to maintain the level of service citizens were requesting and expecting. The department wanted to do everything they could but were continuing to see increases in requests to attend various meetings such as the Board of Supervisors and School Board meetings and Planning Commission meetings would soon be added to that list. Many of these events were requiring off duty staff to cover them and Chief Deputy McLaughlin and he were covering many of them at no additional cost to the County because they were not hourly employees. If they could not cover a meeting, other staff who were paid overtime wages would fill in.

In closing, Sheriff Bailey stated that anything that could be done to assist with manpower issues would be appreciated. They were committed to maintaining a high standard of public safety, professionalism and operational experience. The requested personnel would support the Sheriff's Office mission to protect the community and to respond to emergencies and daily calls more effectively. He said they were asking for some of these positions to be funded with photo speed enforcement funds and he reported $5,658,765.66 was currently available. This balance was through the end of January and the payment for February was expected to come in the following week. As previously mentioned, revenue numbers were going down which was a good sign the cameras were doing exactly what they were designed to do. He reported a 73% reduction in speeding eastbound traffic and a 69% reduction in speeding westbound traffic. Approximately 3,700 violations had been captured the first thirteen hours cameras had been in place. That number had dropped to about 1,000 per day and the number of crashes had dropped from 242 from July 1 to December

31, 2024 to 116 from July 1 through December 31, 2025. The program was doing exactly what it was designed to do and the speed had been reduced significantly. He said they were requesting camera speed enforcement funds for some of the positions and if this was approved, the available funding would cover the first-year up-front costs plus approximately four additional years. He said the biggest issue they were facing and the cause of the sense of urgency was trying to get the authorization to start the process. If they waited until the budget started or near the end of June to start the hiring process, it would be well into August or September before individuals could be hired. This was a problem because the next academy session would start the first week of July and if they were not in this academy, they would have to wait until January. If new people could be hired by the middle of June, they would be able to get them in the July 1st academy. Those having to wait for the January academy would not be on the road until almost 2028. He stressed the importance of knowing which positions would be authorized as soon as possible so they could start the hiring process. New recruits in the July academy would be certified to be on the road and answering calls by the following March or April. He entertained questions.

Mr. Evelyn asked how many positions were currently open. Sheriff Bailey reported they would be doing some internal moves because a SRO wanted to move to court, and an Animal Protection Officer wanted to transfer. Current vacant positions included one Patrol Deputy and three in Communications. He said he would like to request an additional Communications Officer but didn't feel he could with three positions currently not filled. Authorizing one additional position in Communications would allow four per shift and minimum required staffing would be three. He reported the Sheriff's Office was running many shifts with only three people covering the roads and if there was a crash, all three would have to work the crash. If an arrest was made and the transport was to the Pamunkey Regional Jail, one officer would be transporting the offender leaving two to cover the County. He stressed that this was not adequate coverage for citizens and was not safe for officers. He stated that the days of relying on the State Police to serve as backup were over because they did not have the staffing (over 350 trooper positions vacant). Mr. Evelyn asked how many positions were in New Kent's Patrol division. Chief Deputy McLaughlin reported there were 21 positions including part time and they were operating with a minimum of three per shift. They were running two shifts and in some cases scheduling as many as five officers per shift. Sheriff Bailey noted that in some cases when more than three were scheduled for a shift, some were new officers doing field training and were not operational by themselves. One officer was currently in the academy and a total of four positions could not handle calls on their own at this time.

Ms. Pearson stated she wasn't comfortable with saying the Sheriff's Office could move forward with all ten positions.

Mr. Stiers asked if the six full-time officer positions would be the only ones that would go to the academy. Sheriff Bailey stated that all requested positions could possibly have to go through the academy unless they were certified through another locality. Mr. Stiers questioned why an Animal Protection Officer would have to go through the academy. Chief Deputy McLaughlin reported all officers were required to be certified and for liability purposes, they couldn't put someone out there with a gun and tell them to go. Sheriff Bailey reported Animal Protection was extremely busy and specifically mentioned seizures and search warrants. He added that these officers were also doing a lot of the same things as Patrol. Ms. Stewart asked if the full-time traffic positions would be the same as patrol positions. Sheriff Bailey stated they would be assigned specifically to traffic and that he would like to have one per shift with four officers assigned to a regular shift and two assigned to split shifts. Ms. Stewart asked for the specifics on the work to be done by a traffic officer. Sheriff McLaughlin reported they would be addressing traffic complaints,

responding to traffic crashes and providing funeral direction services. Ms. Stewart asked if it was standard practice to provide funeral direction services or was the County being generous. Sheriff Bailey reported they had not charged for these services under Sheriff Wakie Howard or Sheriff Joe McLaughlin and that he was trying to maintain that practice. He reported other localities such as Henrico or Chesterfield were charging several hundred dollars. He stated that they wanted to continue to do their best to provide this service for citizens when they could. He felt that if they charged the funeral home, they would pass that cost on to the family of the deceased. Ms. Stewart stated she wanted to understand the practice and was not suggesting they should start charging. Chief Deputy McLaughlin reported they were providing funeral escort services approximately twice a week. Discussions continued regarding ongoing traffic issues across the County and the difficulty Patrol Deputies were having keeping up with demand. Sheriff Bailey stressed again the importance of being able to start the hiring process soon. Ms. Pearson asked how many of the positions would need to go to the academy. Sheriff Bailey indicated it was possible they would all need to go through some type of academy. Ms. Pearson asked how many of the requested positions he would like to be able to move forward with filling now. Chief Deputy McLaughlin said it would be good if they could move forward with trying to get at least five into the July academy but noted that timeline would be pushing it. They could shoot for all ten positions, but he didn't know if they could realistically fill them by July.

Mr. Moyer stated what was different about this request was that the Sheriff's Office was coming to them asking for positions but also coming with money available to fund some of them. He stated that if the Board's standard was that camera speed enforcement revenue would be used for public safety, he supported that and would suggest some of the funding be used for the courthouse construction project. Sheriff Bailey reported camera speed enforcement had become a tremendous burden on the department. They were receiving frequent FOIA (Freedom of Information Act) requests, deputies were frequently in court and there were frequent appeals and subpoenas for records and documents. He added that if the General Assembly decided localities could not keep the revenue and that it would all go back to the state, they would continue doing the work because it was the right thing to do. The cameras had been utilized due to safety concerns and that was what had brought them to this point. He did not feel he would be able to say that if the money was not coming, we would not continue doing the work. Doing so would make it appear they were only in this for the money and he said that couldn't be further from the truth. They had been very open and had gotten the message out to drive the speed limit and if you didn't go over 71 MPH, you would not pay New Kent a penny.

Mr. Stiers asked for the projected budget adoption date. Mr. Hathaway reported budget adoption was scheduled for the May 26, 2026 work session. Mr. Stiers asked if they would have enough time to fill the positions if they were approved on May 26th. Sheriff Bailey stated it typically took three months to get through the process so that would not allow enough time to make the July academy. Ms. Pearson asked if they could wait until the March 25th work session to allow the Board time to digest the requests discussed at this meeting. Sheriff Bailey agreed and again noted the earlier they knew, the better. Ms. Pearson stated they would be hearing several other requests today and that she would like to see the big picture before taking any action. She noted this was what she had been telling NKCPS and that she would like to be able to do that. Sheriff Bailey and Chief McLaughlin thanked the Board for their time. Mr. Stiers thanked them for the presentation.

IN RE: PUBLIC SAFETY – FIRE RESCUE

Fire Chief Rick Opett and Deputy Fire Chief Lisa Baber distributed information packets on New Kent Fire-Rescue. Chief Opett said he had listened to earlier presentations and felt like

they were all coming to a very dry well. He reminded the Board that they had discussed the possibility of applying for a SAFER (Staffing for Adequate Fire and Emergency Response) grant in January. This was a grant the Department of Homeland Security made available each year. The grant process had been paused due to the current government shutdown but there was some indication that the grant could be rolling out in May. He reported the driver for consideration of this grant was staffing deficiencies at several fire stations. NFPA standards mandated a minimum of four firefighters to ensure safe and effective operations. Current staffing limited them to a cross-staffing model which resulted in service gaps when a call was received in any of the deficient districts. If awarded, this SAFER opportunity would significantly benefit these districts as well as the County as a whole.

He provided an overview of what he anticipated would be available with the next round of SAFER grants. This would be a three-year match grant with the locality matching 25% in Year 1, 25% in Year 2 and 65% in Year 3. He believed the window would open in May and close in July. Awards should be made by the end of the federal fiscal year on September 30, 2026. Available funding totaled $324 million and they were projecting approximately 300 awards would be given. He stated that "high priority" grants (based on meeting NFPA standards) would most likely be awarded. He drew attention to a chart showing compliance priorities ranked as high, medium or low. The key to being ranked as "high priority" and potentially receiving an award would be to write a grant showing current staffing was not in compliance and that after receiving an award, would be in compliance. He reminded the Board that January discussions had been to write the grant proposal for fifteen positions to fill the gaps. This would add two personnel to each shift at Station #2 and Station #4 (a total of six at each station) as well as three additional shift lieutenants.

The recruitment timeframe would run approximately 180 days and Grant Year 1 would fall partially in FY27. He provided the following overview of fiscal implications based on the previous year's guidance:

Year 1	The County match would be 25%. ($342,000 + $75,000 gear & uniforms) – He noted gear and uniforms could possibly be covered by the grant, but he was not sure without an official notice of funding opportunity having been released.
Year 2	The County match would be 25%. ($342,000)
Year 3	The County match would be 65%. ($538,000)
Year 4	The County would be responsible for the total cost. ($1,400,000)

The additional 15 positions would eliminate cross-staffing limitations and ensure ready coverage for both fire and EMS units. Efficiency would increase and on-scene risks would decrease. He provided an overview of the impact additional positions would have on Station #2 and Station #4. Station #2 had been one of the busiest stations in the County over the past year. This station had received 865 calls for service with 708 of those calls being handled by the staff at that station and 157 of the calls being handled by another station. This had equated to approximately 1052 hours that Station #2 had been empty because they were already out on a call when another call had come in. This averaged to approximately three hours per day. Station #2 had been empty approximately 12% of the time and other stations responding to calls for this station had resulted in longer response times. Station #4 had received 424 calls for service with 352 of those calls being handled by the staff at that station and 72 of the calls being handled by another station. This had equated to approximately 667 hours that Station #4 had been empty because they were already out on a call when another call had come in. This averaged to approximately two hours per day. Station #4 had been empty approximately 7.6% of the time. He said that some of the reason this station was empty was due to longer transport and return times.

Chief Opett agreed with Sheriff Bailey that the number of crashes on the interstate had gone down but noted the Fire Rescue EMS call volume had increased significantly. Earlier in the week they had received a call for a cardiac arrest on Cooks Mill Road in the morning hours. Station #3 had been handling an electrical fire in Eltham with assistance from Station #4. Station #1 had been in Brickshire handling an EMS call. Station #5 had been on an EMS call in Four Seasons (The Groves at New Kent). Station #2 had been the first unit available to Cooks Mill Road. Battalion Chief Jason Bishop and he had been in the office, had arrived within two minutes and had started CPR. Had the timing been different and had they not been in the office, the response would have been much different. Chief Opett stated this was all he had to share in support of the SAFER grant request. The Board had requested that he bring the SAFER grant information back to the budget retreat and he would be looking for their feedback on whether they moved forward or not.

Chief Opett provided information on the department's current fire apparatus. He reported a significant national crisis regarding fire apparatus and said they had been doing their best by buying used equipment and then refurbishing it. They had found maintenance on some of this equipment to be difficult because of challenges faced in finding replacement parts. A big issue was that three conglomerates had purchased fire apparatus manufacturing plants and there had been a significant backlog of orders for new equipment since COVID. While a four-year backlog looked good on these companies' portfolios, localities were struggling to get new equipment. Fire trucks had doubled in cost since 2018, and parts were expensive and difficult to find. He reported a truck had sat on a service lot for over three months because parts were not available. If one truck was down and another went down it became a cascading effect of equipment shortages. New Kent's current fleet (purchased in 2018) was already eight years old and the County's policy on heavy apparatus was to run them on the frontline for twelve years and move them to reserves for eight years for a total of twenty years of service. He was hopeful Congress would put a stop to new emissions standards scheduled to become effective in 2027. Given the current four-year backlog, an order to replace the current fleet placed today, would put existing equipment at the twelve-year mark by the time the new equipment arrived. At today's prices, this would be approximately $9.1 million. This would include three engines at $1.3 million each, two squads at $1.4 million each and one quint at $2.4 million. He reported these prices were increasing approximately eight to twelve percent every six months. If ordered today, we would get today's guaranteed pricing and no up-front money would be needed. Total funding would be due at the time of delivery in 2030. He noted this would be a challenge but if New Kent didn't get into the backlog of orders, he wasn't sure what they would do. He noted it was the Board's decision on what they should do and Mr. Hathaway had some ideas on funding this purchase. He entertained questions.

Mr. Hathaway said he thought it would be important for Chief Opett to share about this capital need especially as the Board began to consider other uses for the Colonial Downs fund balance.

Mr. Stiers opened the floor to questions from Board members. There were none.

Mr. Hathaway asked if the Board would be following up with Chief Opett on the SAFER grant application. He wanted to be sure the department had enough time to prepare the application if the Board wished to move forward. Mr. Stiers asked for the timeline to apply for the SAFER grant. Chief Opett stated he believed the window would be open from sometime in May through July. Mr. Stiers asked if it would allow enough time if the Board made a decision by the March work session. Chief Opett agreed.

IN RE: COMMISSIONER OF THE REVENUE

Commissioner of Revenue Laura Ecimovic and Business Tax Director Shannon Micali provided an update from their department. Ms. Ecimovic reported a little over 28,000 reassessment notices had been mailed and they had received 286 appeals. They had been prepared for a significant increase, but this had been approximately 80 fewer than in 2024. Her department had been performing reassessments since 2010. She asked Board members how many phone calls they had received during the current reassessment and she received answers from zero to five. She asked the two Board members who had been on the Board in 2008 how many calls they had received back then. Mr. Evelyn reported he was the only current Board member serving in 2008 and that he had received a lot of calls. He noted 2008 had been his first year on the Board. Ms. Ecimovic reported 2008 had been the last time New Kent had outsourced the reassessment and it had been a disaster. This had been the reason she had been asked to take over the responsibility for reassessment after she was elected. She reported she had agreed under one condition and that was that the Board would promise to support her and make sure she could do her job. She said that she could not update the total taxable value and that the Board could not expect that she would continue to be able to provide numbers in the same timely fashion when her office was still in the middle of appeals. She said she had been telling the Board that she was short staffed for some time and that they had hit maximum capacity. She was hoping Mr. Moyer would look at this in the same way as he was looking at the speed camera revenue money. Mr. Moyer stated the speed camera revenue was a much different funding. Ms. Ecimovic stated her office still had to produce the revenue and that had the same stresses on staffing.

Ms. Ecimovic also expressed concerns about finding out what was recommended for her department budget at a public hearing which had been the same time the public received the information. She had learned one of the positions (Chief Deputy Commissioner) she had requested to be considered for a pay compression increase was recommended while all others requested were not. She said the Board had addressed pay compression for public safety but had not addressed it for administrative positions within County Administration. She said when step increases were provided for public safety, they were also provided to all other employees. She stated the Board was just about causing mutiny in her office because she had not been given any warning so that it could be discussed. She suggested if the recommendation stayed, it could cause an exodus of department heads within her department who had just as much responsibility and possibly more pay compression than the top paid person in the department. She said Ms. Micali had worked in the department for ten years and did not take home a dime more than she did three years ago. She said this was due to insurance increases and the limited impact Cost of Living Adjustments (COLA) had on employees with pay levels she described as being in the lower bands. She said employees with the biggest ability to pay were getting bigger raises than people at the lower end. She suggested that every year the Board did this, they were creating a larger compression in the salary structure. She was a big public safety supporter and her husband was a retired police officer. She stated she would not want to do the work of those in public safety and noted their jobs were dangerous. She applauded the Board for supporting public safety but said that each time compression was addressed in public safety positions, there was always a promise that the Board would do something to make other departments right. She asked what criteria was used and what determined who needed position upgrades more. She noted the only new positions recommended this year were for the Sheriff's Office and giving them a guarantee the positions would be approved prior to budget adoption was being discussed. She reported that when she had met with the budget team, she had reminded Mr. Hathaway that in order to maintain IAAO (International Association of Assessing Officers) standards in reassessment, she needed to be able to touch and inspect every single property every six years. Her staff included two inspectors performing this work in a two-year cycle. At one time this had equaled approximately 1,200 homes plus

new construction every two years. 3,600 homes had been added in the last five years and her department was not able to maintain IAAO standards to do a reassessment without the new position she had requested. She stated she was sure one of the reasons it had not been recommended was because she had no space. She further stated that every year the Board heard from her, they were hearing that she needed space. It had even been suggested that a trailer could be an option. She said she didn't care what it was and that she understood the Board had resolved the problem (building a new courthouse and renovating the old courthouse for administrative offices) but questioned how many years that would take. She suggested it would be three years out and that she had needed space three years ago. She felt her requests were falling on deaf ears because she was not in public safety. She did not feel it was fair to hire in new employees at higher salaries than employees who had been with the County for years. She was also concerned about the possibility of a 15% increase in health insurance rates and stated they had been told the last increase would only be 10% but a single payer had gone from $50 to $80. She had asked Human Resources for the dollar amount that would be associated with a possible 15% increase but had only been told staff did not think the increase would be as high as 15% and that they were still in the process of determining dollar amounts. She also noted staff was concerned about changes made to employee prescription plans the previous year and said some maintenance medications were no longer covered. She felt her department had been passed by for multiple years. She also spoke of working conditions which included tripped circuit breakers and cramped quarters. She said the new position she had requested hadn't been recommended to the Board because they knew she had no space.

She requested that something be added in the process for budgets of the future to include notifying department heads of what was recommended before the information was put out for the public. She stated her staff members were very dedicated to the community and continued to do more work. She had one person handling each specific responsibility and they were the same people that had been in the positions for ten or more years. Her department had worked through a software conversion this year and while it had been a good conversion, they were not able to complete personal property assessments because they had to clean over 7,500 accounts before they could be calculated. She also noted some business licensing accounts had not transferred well. She anticipated the software would be great next year, but a lot of cleanup had been necessary this year and as a result, she would be behind on giving reliable numbers. She stated that while there would be changes in real estate assessments through the appeals process, she overestimated potential reductions and did not think early figures would change much. She said it was getting frustrating and she would no longer be able to do her job properly if they didn't give her the requested extra employee even though she had no workspace for that individual. She stated she would be happy to answer questions.

Mr. Stiers opened the floor to questions from Board members.

Noting Ms. Ecimovic had reported receiving 286 appeals, Ms. Stewart asked when those appeals would be resolved. Ms. Ecimovic reported they hoped to finish by the end of March. Once completed, Deputy Board Clerk Wanda Watkins would be notified so the Board of Equalization (BOE) could move forward with their process. Ms. Stewart asked for the time between BOE dates and when they would receive reliable numbers. Ms. Ecimovic reported their numbers were typically very reliable because only a fraction of appeals received by her office went on to the BOE. She said that the BOE typically received about twenty appeals. She added that the previous cycle had been an exception because one property owner had submitted appeals for every property they owned to her office. They had not liked the results at that level and had submitted appeals for all of their properties to the BOE. She said the BOE had made one minor change to an AFD (Agricultural and Forestal District)

property which had no impact on the property owner's tax payment. Discussions continued about the BOE, when applications would be due and when decisions on final assessments would be available. Ms. Ecimovic stated the goal was to have this finished within the fiscal year even though our assessment process was on a calendar year. Ms. Stewart stated the value of changes resulting from BOE decisions would be insignificant to the total budget. Ms. Ecimovic concurred and stated that it always had been. Mr. Hathaway reported a contingency for BOE adjustments was built into the budget and this contingency had never been overspent. Ms. Ecimovic also noted she tended to overestimate the percentages of change. She said the average home sale price had been $384,000 two years ago and was now $509,000. These figures were for the sale of existing homes and did not include new home statistics. With changes such as this, she stated they continued to anticipate the appeal process would become larger. It was taking her staff longer to get everything done because there were more parcels and approximately 200 neighborhoods and they were using a model to calculate assessments. She said there had been over 700 new homes and the Deputy Commissioner had been responsible for picking up new home construction but was no longer able to do this due to other responsibilities. She said the two inspectors were trying to pick up the new construction but two were not enough. Inspectors were spending half their time in the field and half their time in the office doing data entry.

Ms. Pearson stated that historically the percentage of increase had been more on lower value homes. She asked if that had been the case with this last assessment. Ms. Ecimovic reported that in today's market the lower value homes were increasing at a higher percentage. This was due to the limited affordable housing and therefore the lower priced homes would continue to climb higher because they could still be priced under the average home sales price. She also noted there were frequently multiple offers on homes in the lower range resulting in sales above asking price and anything listed under $400,000 would get a lot of attention. Ms. Pearson stated she had asked this because any percentage increase would hit lower value homeowners harder. Ms. Ecimovic agreed and stated her Tax Program Administrator was working on a presentation on the elderly and disabled exemption program. She reported they had been trying to keep assessments where they were so these individuals would not be paying more each time. Ms. Pearson reported she had recently seen where Chesterfield County had expanded their exemption programs and asked if there was any possibility of an expansion in New Kent. Ms. Ecimovic noted the Board was in control of the expansion and her office was providing statistical information on how many owners were involved and the tax impact. She said many had maintained the same level of not paying anything or paying about the same, but she thought there may be a slight difference this year. Ms. Pearson asked for the income level to receive an exemption. Ms. Ecimovic reported the income was considered on a sliding scale and she thought the maximum for a couple was in the $50,000 to $55,000 range. Ms. Pearson stated she thought Chesterfield had raised their maximum to $85,000. Ms. Ecimovic stated they would have to look into this and noted some of this was based on population criteria set by the state. Ms. Pearson asked if the age was 62. Ms. Ecimovic reported the age was 65 and older or totally and permanently disabled. Those who were totally and permanently disabled were allowed an additional $10,000 in income. Ms. Pearson asked if there was an easy way to calculate this. Ms. Ecimovic reported the Tax Program Administrator was working on that and noted they knew the incomes of those currently qualifying. The unknown would be if the Board decided to increase the maximum income because they would not know how many additional individuals would qualify at the higher level. She reported a lot of new homes were never getting taxed because they were owned by 100% disabled veterans. She said New Kent was among localities with a higher percentage of real estate income being waived to the disabled veterans program. There had been discussion in the General Assembly regarding communities with two percent or more of real estate income being waived to the program being considered for a reimbursement program but

that had never made it through the General Assembly. She reported New Kent's waivers were nearing four percent and noted these waivers were not based on the type of home meaning million-dollar homes could be fully exempt.

Mr. Stiers called for any additional questions. There were none.

Ms. Ecimovic asked the Board to consider that if they were going to give a raise to one of her employees, they at least consider giving it to the four directors so that one director would not receive a raise and the others receive nothing. She was concerned she would lose staff members. She said there had been actual tears in her office and that it would have been nice to know what was recommended before it had been shared with the public.

Ms. Pearson asked if she was suggesting the recommended increase for one employee be split four ways. Mr. Ecimovic's answer was "no" and she stated the proposed 2% salary increase for all employees would be more than the recommended $5,000 increase for one employee split four ways. Ms. Pearson stated she thought the 2% would be on top of individual increases. Mr. Hathaway and Mr. Lawrence both confirmed that it would. Ms. Ecimovic stated the practice had been if you received a specific dollar increase, you were not eligible for the COLA. She added that if splitting the $5,000 four ways was what she had to do, she would but noted much larger increases were being recommended for others. She said it would be fairer if they received what had been requested for each position. Ms. Pearson reported she had asked for all upgrades and would be reviewing the information. Ms. Ecimovic offered to provide more details if needed. She said dividing one raise four ways would be better than giving it all to one employee.

Mr. Stiers thanked Ms. Ecimovic for the information. Ms. Ecimovic stated she hoped to get real estate numbers out to everyone by the end of the month. She projected the personal property figures would be available by the second week of April.

IN RE: TREASURER – RECOMMENDATION FOR TAX DUE DATE CHANGE

Treasurer Charles Evelyn distributed a proposal to change the real estate and personal property tax due dates and to implement a tiered penalty structure. Mr. Evelyn reported that by far the number one complaint his office was hearing from taxpayers was why did they have to pay taxes so close to Christmas. He noted New Kent's December 5th due date had been in place for many years but there was a provision in Virginia Code Section 58.1-3913 authorizing localities to change the local tax due date by ordinance. Well over twenty localities had used this provision to change their tax due dates to October or November. He had spoken to numerous Treasurers in localities making this change and they all had provided very positive comments and had noted the citizens had greatly appreciated the change. There had been no negative comments. He had worked to determine a sensible new date that would be best for citizens without causing any disruption to the processes of the offices of the Treasurer and the Commissioner of the Revenue. Based on these considerations, he felt November 1st would be the best date and said it would have no impact on processing the Commissioner's records and having invoices out in September. For the Treasurer's Office, moving the due date ahead a month would allow for an additional month of delinquent collections and would possibly increase the collection rate for the fiscal year. He had also considered how many taxpayers this would affect and reported approximately 15% of real estate taxes were paid prior to November 1st and 44% were paid by mortgage companies (59% would not be impacted by the proposed change). He also reported approximately 23% of personal property taxes were paid by November 1st. He had also considered how this change could potentially impact the business community. He had discussed this with the New Kent Chamber of Commerce who had conducted a poll receiving

42 responses. 50% of responders had supported moving the date to November 1st, 31% had indicated no preference and 2.38% had said keep the December 5th due date. The remaining 16.6% had entered unfeasible options. After conducting this analysis, he did not see any reason to not move forward with this proposal for the Board's consideration.

Mr. Evelyn also reported he had conducted a review of the penalty structure and was proposing an adjustment. His office had received frequent complaints regarding late payment penalties from not only taxpayers but also members of the Board of Supervisors. The County's current penalty and interest structure consisted of a 10% penalty on any balance on the day after the due date and 10% annual interest beginning to accrue on the first day of the month following the due date. He said the penalty for paying a day late was stiff and shared the following example. A taxpayer forgetting to pay a $2,500 tax bill by the due date was automatically assessed a $250 penalty making the total due $2,750. He was proposing a tiered penalty system to alleviate some of the frustration of those who had intended to pay by the due date but had failed to do so. He reported other localities had successfully instituted tiered penalty structures. His recommendation was for the Board to consider changing the County Code to represent a due date of November 1st and a tiered penalty system of 5% penalty from the day after the due date through November 31st and 10% on December 1st. Under this proposal, no change was recommended in the interest portion. Interest would still begin to accrue on the first day of the month following the due date. Treasurer Evelyn entertained questions.

Supervisor Evelyn suggested the only potential concern he saw was that Election Day would be so soon after the tax due date. Ms. Pearson asked if the penalty could not be implemented until after December 5th for the first year to give taxpayers time to adjust to the change. Treasurer Evelyn stated he would be open to this. Ms. Pearson noted she was suggesting this for only the first year. Treasurer Evelyn stated he would be in agreement with this and noted everyone was accustomed to the December 5th due date so it would take time to adjust. Mr. Stiers asked if there was any grace period after the 1st before a late penalty was due. Treasurer Evelyn indicated there was no grace period. Mr. Stiers said some taxpayers mailed in payments, but they were not received by the Treasurer's Office by the due date. Treasurer Evelyn reported there was a state law that if a payment without a postmark was received in the mail, it could be accepted up to five days after the due date without penalty. Ms. Pearson asked what about mail postmarked prior to the due date. Treasurer Evelyn reported payments postmarked by the due date and received after the due date were considered paid on time. Mr. Moyer questioned the impact on escrow accounts. Treasurer Evelyn noted an adjustment would be necessary the first year. Mr. Moyer suggested the taxpayer would have to pay an extra month of taxes. Treasurer Evelyn stated that would be between the taxpayer and their mortgage company. Mr. Moyer stated the taxpayer would be in a deficit if the payment was made a month earlier.

Mr. Stiers asked if a vote was needed today. Mr. Hathaway indicated no vote was needed. For clarification, Mr. Hathaway stated that what he was hearing was that there would be a thirty-day grace period through December 1st for the first year and no penalties would apply until December 1st. Treasurer Evelyn stated he wasn't sure of the legalities of how that should be worded but it would be fine with him. Mr. Stiers asked if this was something the Board could vote on at its next work session. Mr. Hathaway said the Board could direct staff to proceed with drafting the language and a public hearing would be required before the Board could take action. Ms. Pearson noted Mr. Hathaway had said the first-year grace period would be through December 1st instead of December 5th. Mr. Hathaway stated the grace period could be any date the Board selected. Ms. Pearson stated that because the due date had always been December 5th and people had that date committed to memory, she felt the grace period should run through December 5th.

Supervisor Evelyn asked what the impact would be if the date was moved to November 15th. Treasurer Evelyn indicated that date would be fine and reported some localities moving their date from December 5th had selected November 15th. Supervisor Evelyn stated that while this may not matter to him, he did receive a fair amount of calls after the tax due date from residents expressing their displeasure with paying taxes. Residents would have just paid taxes on November 1st and then vote soon after that. Ms. Stewart stated she thought the concern was that if they didn't like the taxes, they may not like who had voted for the taxes. Mr. Moyer stated taxpayers would be receiving their notices approximately two months before the due date. Treasurer Evelyn confirmed and said the mailing date of tax invoices would not change. Ms. Stewart stated there wasn't much difference between November 1st and November 15th for her. She thanked Treasurer Evelyn for pursuing this and noted many taxpayers did not understand they could pay prior to the due date. Treasurer Evelyn agreed that was a mindset and said payments could be made throughout the year. Ms. Pearson asked if there was anything on the tax invoice stating payments could be made at any time and noted making monthly payments was an option. Treasurer Evelyn stated he did not think there was anything on the invoice about monthly payments, but the new system could easily accommodate a prepayment plan.

Mr. Stiers asked if a motion was needed to go forward with this. Mr. Hathaway said a general consensus was needed and they had that so staff would move forward with drafting the language and scheduling a public hearing. Staff would work with Treasurer Evelyn on proposed language.

Mr. Stiers called for a lunch recess at 12:24 p.m. The meeting reconvened at 12:35 p.m.

IN RE: COUNTY ADMINISTRATOR'S FY27 PROPOSED BUDGET REVIEW

County Administrator Rodney Hathaway had shared a brief presentation on the proposed FY27 Budget at the Board's March 9th meeting. He stated he wanted to make time for questions and guidance from the Board on what goals they would like for staff to meet in the budget. He announced that he had good news and that was that the final health insurance numbers had come in with an 8.5% increase compared to the originally projected 15%. It had been a good claims year compared to previous years and he said the highest claims were not County employees but their spouses and children. Given that the anticipated increase was now 8.5%, he was changing his recommendation and was proposing that the County cover 100% of the increase and pass no increase on to staff. This would leave a balance of approximately $109,000. He was also considering changing the current plan offerings which included employee only, employee plus one and employee plus family. He was recommending that it be changed to employee only, employee plus child, employee plus spouse and employee plus family. The employee plus child premium would be lower than the premium for employee plus spouse. He stated that the County was not legally required to provide insurance for a spouse, but he felt it was a good incentive for a small rural community to offer to attract employees and that it should continue to be offered. Staff was working on final numbers associated with providing the new options but there would be approximately $109,000 that could be used to meet other budget needs. Mr. Moyer felt it would be nice for employees to be notified of the total cost the County would be paying for their health insurance. He said this was an untaxed benefit and if employees had to purchase their own policies, it would be with taxed money. Mr. Hathaway said that was a good idea and reported employees were currently able to go onto the employee self-service site and print out earnings statements and see the County's contributions. He suggested they could possibly provide copies of these statements to employees. Ms. Pearson agreed that it would be good to provide these statements and

reported she received a similar statement at her work. She stated the recommendation was for the County to absorb 100% of the increase. Mr. Hathaway confirmed. Mr. Evelyn stated that was a huge benefit. He stated that private sector insurance was extremely high and absorbing this increase was a raise for employees. Ms. Pearson agreed and noted she supported the recommendation to absorb the increase so the 2% salary adjustment would not go to insurance.

Mr. Hathaway noted everyone had received the budget manual and a lot of information that was usually printed and passed out at the budget retreat had been included in the manual this year. He drew attention to the first two pages which included new personnel requests as well as requests for position upgrades received in this budget cycle as well as the cost for each. New position requests that were not recommended totaled almost $1.3 million. He was not recommending any new positions other than in the Sheriff's Office. Those positions were recommended due to the proposed funding source not being tax-supported funds. The recommendation would be for the Sheriff's Office positions to be funded through the camera speed enforcement revenue. Mr. Hathaway reported that he held a monthly Senior Staff Meeting with department heads and that Constitutional Officers were invited and attended when they could. He had announced specifically at several of these meetings that it was extremely important for requests for upgrades to include justifications such as market information. If the stance was that the position was underpaid, then salary information for the same position in other localities should be provided. He stated market information had been provided by some departments, but others had failed to provide any information. Many had only stated something like this person in this department in New Kent is making this salary therefore my person in this department should make that amount as well. The two positions being compared often had totally different role functions and the salary of one would have no bearing on the other. He noted he didn't take requests for upgrades lightly and spent a lot of time reviewing the justifications and in these cases, he didn't feel comparisons of salaries for unsimilar positions were justifications. He had also done his own research and looked at other localities and in some cases reached out to Human Resource Directors to get salary information. He wanted New Kent to be competitive in the market and said it was important for New Kent to attract quality staff. He reported the justification received for one of the requests comparing a position to one in another department which required a college degree as well as other qualifications and certifications. The position for which the upgrade was being requested did not have similar requirements. He wanted the Board to know the requests had not been taken lightly and unfortunately he was only able to recommend ten of the requested upgrades for a total of $68,000. Position upgrades not recommended had totaled $140,000.

Mr. Hathaway directed attention to the back of the budget manual where other helpful information could be found. Information provided included Colonial Downs revenue, debt service, outside agency requests, the recommended fee schedule and the Capital Improvement Plan. Drawing attention to the section on Colonial Downs, he noted that a breakdown of Colonial Downs Revenue had been included and listed what had been obligated, what had been spent and a total of $21.8 million as unallocated. While this sounded like a lot of money, given the cost to build anything in today's market, it really wasn't. He reported a frequent question received from the community was why certain projects were costing so much and he believed these questions were often the result of comparing a commercial construction project to the cost of residential construction. He noted commercial construction required a completely different set of standards. In addition to this, he reported there were also standards specific for government organizations. He noted the $21 million was as of the end of February and they were receiving a monthly average of $1.2 million from historic horse racing and Rosie's Gaming Emporium. They were anticipating the fiscal year ending with approximately $25 million on hand. He

reminded the Board that as of July 1, the funding structure would change and although New Kent had been receiving as much as $19 million in some years, they were anticipating annual revenue of $8.5 million in FY27.

Referencing two proposed debt projects including a courthouse and an elementary school, Mr. Hathaway reminded the Board that he had presented a four-cent real estate tax rate increase for these two projects in his March 9th budget presentation. The presentation earlier in today's meeting had indicated that increase could be dropped to three cents if an additional $11.5 million in cash could be made available. This additional cash would use up almost half of the unobligated Colonial Downs funding. He noted using this much of the Colonial Downs revenue would make him a little nervous and said today was the first time he had heard NKCPS mention the possibility of a new middle school. Mr. Evelyn stated that when he had met with NKCPS he had asked them how soon they would need a new middle school and had not been given an answer. Mr. Hathaway noted the Board had also heard from Fire-Rescue regarding the aging fleet and need to start developing a plan for replacements. Going back to the new middle school, Mr. Evelyn said the numbers NKCPS had provided appeared to be at or slightly above capacity in the current middle school. Mr. Hathaway said he had been hearing that they were close to capacity and had been told that there were several large classes that were cycling through the middle school that would be followed by smaller classes. Mr. Moyer noted Dr. Nichols had suggested adding on to the middle school as a possibility. Mr. Evelyn noted the suggestion for an addition had been something for consideration this year. Mr. Hathaway wanted the Board to keep in mind that there were probably other capital projects they had not been thought of or had come to their attention that may need to be considered in the future and that it would be nice to have $20 million in unallocated funds to possibly address some of those. Referencing the Fire-Rescue apparatus, Ms. Pearson asked if this would be an all or nothing approach. Mr. Hathaway said he did not believe that was the case and reported Chief Opett and he had discussed this and felt there were opportunities to phase in replacements over the next few years. Ms. Stewart pointed out the request now was for permission to place orders and noted the money would not actually be spent until the equipment arrived in four years. Mr. Hathaway agreed. Ms. Pearson asked Mr. Hathaway if he was recommending the Board not put up the additional cash for the two capital projects. Mr. Hathaway stated he had presented a four-cent increase for the two capital projects and had heard some negativity on Facebook but had not received a lot of calls. He stated the reality was that both were much needed projects for the County and they needed to pay for them. He recommended the Board move forward with the four-cent tax rate increase. Ms. Pearson noted it had been suggested that $5 million in photo speed enforcement revenue could be used. Mr. Hathaway stated that would help. Ms. Pearson noted Davenport would be providing updated numbers on how $20 million in cash would impact the borrowing. She suggested perhaps the Colonial Downs revenue to be used could be reduced and replaced with camera speed enforcement funds. Mr. Stiers stated the Board needed to remember that when the I-64 construction was completed, the ticket money would go away. Mr. Hathaway agreed. Ms. Pearson said this would be using the $5 million for a one-time capital expenditure. Mr. Stiers agreed but noted if the Board agreed to fund ten or more deputies with this same funding, there would not be enough. Ms. Pearson noted the positions were a separate subject. Mr. Hathaway said if the Board approved the positions requested by the Sheriff's Office, when the camera speed enforcement revenue was no longer available, the cost would be approximately $1 million annually. Ms. Stewart stated that if the Board wanted to fund the Sheriff's deputy requests, she felt they should commit multiple years of funding to the positions so they would have time to catch up financially and giving them a cushion to cover a few years. She suggested that they may decide to fund only a portion of the requested positions and would not want to leave the next Board in a position where they would be hit with a big commitment to address. She stated she would be more comfortable

with this approach rather than making a one-time expenditure and be put in the position to have to pick up an additional $1 million in salaries. Mr. Hathaway totally agreed with this approach and noted it was similar to what they had done with SAFER grants. While they had been receiving matching funds, the County had enough time to build up revenue from natural growth to be in a position to take on the full cost when the grant funds were no longer available. Mr. Evelyn stated he felt that if the Board agreed to a SAFER application, approved ten deputies plus took on two large capital projects, there would not be enough growth to cover this without a large tax increase. He stated this was what worried him and noted when they had agreed to a previous SAFER grant, that had been the only necessary increase in revenue they had been faced with addressing. Ms. Stewart asked if the employment numbers for deputies had increased at the same level as Fire-Rescue. Mr. Hathaway reported they had tried to keep the staffing levels close to equal and suggested Chief Opett could provide a better answer. Chief Opett said the departments were about the same in terms of staff numbers and the last SAFER grant had helped Fire-Rescue catch up to the point where they were almost equal. Mr. Lawrence reported that Fire-Rescue had 70 positions and the Sheriff's Office had 74. Ms. Stewart asked how many positions he was requesting through a SAFER grant. Chief Opett indicated he was seeking fifteen positions. Mr. Evelyn stated he felt the Board had done a lot for public safety over the last three to four years and indicated he did not feel comfortable with a SAFER grant or approving ten deputies with one-time money. He stated he could support three deputies and three fire fighters because he believed the cost could be absorbed in the budget this year and he felt the Board also needed to take a hard look at other County employees. He noted a 2% increase was proposed and that they had conducted a salary study, but he felt they needed to look after current employees. Mr. Stiers asked if he was suggested they not pursue a SAFER grant and move forward with hiring two or three firefighters. Mr. Evelyn confirmed. He noted there was much uncertainty about what would come out of the current General Assembly and specifically mentioned collective bargaining. He said there was a lot of legislation currently going through the General Assembly that could have negative impacts on local governments and he felt they should be conservative. Ms. Stewart asked if they didn't use the one-time money (camera speed enforcement revenue) to fund public safety positions, would the thought be to use that funding toward the $20 million cash to be made available in connection with the proposed borrowing. Mr. Evelyn stated that was something that could be considered. He suggested they (Davenport and staff) should be given some directions to work with and see what they brought back. Mr. Moyer suggested they should put as much money as they could toward the debt.

Mr. Hathaway asked if the Board would like to discuss the $1 million in Colonial Downs revenue previously budgeted for operating expenses. Ms. Pearson said she had specifically asked about this and would like an update. Mr. Hathaway said a big driver behind one cent of the proposed real estate rate increase was to replace Colonial Downs revenue currently in the County's operating fund with general fund dollars. A decision had been made several years ago to use $1.5 million in Colonial Downs revenue in the general fund operating budget to fund several new firefighter positions. The Board had also passed a financial policy that same year that had stated that whenever Colonial Downs revenues were used for operating funds, the funds would be supplanted with general operating revenue within a three-year period. The Colonial Downs funds would then go back into the capital fund. He was proposing that $1 million of that Colonial Downs revenue be put back into the capital fund in the FY27 budget to meet this policy. If the Board did not support this, the proposed increase could be reduced by one cent, but the County would be outside of its financial policies. He also reported there had been some discussions regarding moving the $1 million to debt service as opposed to the general fund. Ms. Pearson stated she felt Colonial Downs funding should be used for one-time expenditures. She also noted Mr. Lawrence had previously mentioned an annual transfer from the general fund to the capital fund with a

15% reserve retained in the general fund. Mr. Lawrence reported that at the end of each year, revenues received were compared to expenditures and any surplus was added to the unassigned fund balance. The County's policy was to not exceed 15% of current year revenues so anything above the 15% was transferred to the capital fund to be used for one-time expenditures. If the transfer to capital was greater than the amount transferred from the Colonial Downs fund to the general fund, it would not be necessary to have a repayment plan because the funds would be going to future capital expenses.

Mr. Stiers asked if they could defer the pay back for another year. Mr. Lawrence reported the policy stated that it would be repaid within 36 months or the Board could approve some other plan. Mr. Evelyn asked if paying back only half of the funds was an option. Ms. Pearson noted that would not equal one cent on the tax rate. Mr. Stiers said he felt they should defer for a year and look at it then. Ms. Pearson felt that could be justified based on what Mr. Lawrence had reported about the annual transfer to the capital fund. Mr. Lawrence said staff did a wonderful job of controlling expenditures and revenues were still strong. He felt the $1.5 million would be available without much issue and would keep the Board updated as they got closer to the end of the fiscal year. Ms. Pearson said it sounded like NKCPS would really struggle without the additional $700,000 they had requested and suggested the difference between one cent on the real estate rate and one million dollars could go to the schools. Mr. Moyer noted Dr. Nichols had reported enrollment was expected to increase by 120 students and with the per pupil expenditure at approximately $10,0000, NKCPS would be spending approximately $1.2 million on these students. He noted the Board was offering $500,000, NKCPS was asking for $1.2 million and he felt there was somewhere in the budget that they could make arrangements for this. Mr. Hathaway noted agreement and reported that when the $500,000 had initially been recommended, he had not seen the NKCPS budget and did not know what they were requesting. He agreed that they could take another look at increasing funding to NKCPS.

Mr. Evelyn noted the recommendation was that new deputy positions would be funded with photo speed enforcement revenue. He asked if the vehicles, equipment and other capital expenditures associated with these positions could come from photo speed enforcement revenue with the positions being funded in the general operating budget. Mr. Hathaway confirmed they could. Mr. Evelyn noted agreement with increasing the funding to NKCPS and suggested something in the $700,000 range should be considered. He felt the Board should work with them on the transportation and daycare needs and said he had received many calls about this. Mr. Hathaway stated that what he was hearing was that the Board wanted some commitments from NKCPS that if they provide additional funding, they would provide transportation service to daycare facilities. Mr. Evelyn asked if other Board members were getting calls about this. Mr. Stiers stated he had not received any calls and Mr. Moyer reported receiving a couple of emails. Mr. Moyer noted Dr. Nichols had reported NKCPS would be offering a before and after school program and he felt the necessity of getting students back and forth to daycare would be eliminated. He also noted NKCPS did not have enough drivers and there would be no guarantee that they could fill the transportation positions. He reported students living in his part of the County were not getting home until 4:30 p.m. and were being picked up at 6:15 a.m. meaning they were away from home ten to eleven hours for a seven-hour school day.

Ms. Pearson stated she did not know if the Board could demand that NKCPS use additional funding for transportation, but they could suggest that NKCPS work toward a goal that will help these families with daycare issues. She felt the additional funding would help the overall NKCPS transportation situation. Other Board members agreed that suggesting how the funding should be used was all they could do. Mr. Evelyn noted daycare providers would know the Board had done what they could by providing funding but how the funding

would be used would be up to NKCPS. Ms. Stewart stated NKCPS did seem willing to work on the issue and she supported the Board providing additional resources to help NKCPS be able to meet this need. Mr. Hathaway thanked Board members for their guidance and noted staff would come back with options.

Mr. Stiers thanked Mr. Hathaway for his presentation.

IN RE: TECHNOLOGY OVERLAY DISTRICT (TOD) DISCUSSION

Economic Development Director Lindsay Hurt thanked the Board for the opportunity to present and noted Community Development Director Josh Airaghi was also available to answer any questions. She reported they had started with the Planning Commission and then the Board of Supervisors to discuss the potential of looking at a Technology Overlay District (TOD) because they were seeing the growth in the data center industry. They felt this growth could lead to some developmental interest in New Kent and wanted to take a first look to get the Planning Commission and Board aware and updated as they moved forward to the public meeting/public hearing process. She distributed a handout entitled "New Kent County – Data Centers as a Target Industry." She provided a brief overview answering many of the typical questions surrounding data centers including:

- **What are data centers?** – Ms. Hurt noted that everyone in the room had a cell phone and in some cases more than one and they were all utilizing information from data centers. Data centers were the buildings that stored and processed the digital information we as consumers were using every day. She suggested we should think of them as the brains of the internet; secure places filled with powerful computers that kept our digital world running. When we checked our child's school grades online, scheduled a doctor's appointment, streamed a movie or saved photos to the cloud, that information was being stored and delivered through data centers. Hospitals relied heavily on data centers to access patient records quickly and securely. Schools were using them to store lessons, grades and learning tools. Businesses were using them to manage payroll, customer service and online orders. Data centers were becoming even more important as AI (Artificial Intelligence) grew. AI systems required huge amounts of computing power and data to help doctors analyze medical images, help teachers personalize learning, improve weather forecasting and making everyday technology like voice assistants and translation tools smarter. This processing was all happening inside data centers. Data centers required minimal public services while generating significant tax revenue to fund community programs and improvements.

- **Why do we need data centers?** - Ms. Hurt reported there were 57.55 million users of smart home products in the U.S. with 77% of smart home device users reporting that having data center supported technology was improving their quality of life. Over 57% of households were estimated to have at least one smart home device. This figure was expected to grow to nearly 70% by 2027. On average, current U.S. households had 21 connected devices such as smart TVs, smart speakers, streaming devices, security cameras and smart lighting. The number of connected devices had grown rapidly from eight in 2018 to over 13 in 2023. Smart home devices faced thousands of cyberattacks per week and data center technology was helping fight off these attacks. This growth had been driven by the widespread adoption of cloud services, the proliferation of connected devices and the rapid scaling of advanced technologies like generative AI, which alone could create up to $4.4 trillion in economic value globally by 2030.

- **Why are data centers a target for New Kent?** – Ms. Hurt reported Northern Virginia was the largest data center market in the world, supporting 13% of data center operational capacity globally and 25% of capacity in the Americas. Overall, the data

center industry was estimated to contribute 74,000 jobs, $5.5 billion in labor income and $9.1 billion in GDP (Gross Domestic Product) annually to Virginia's economy. The data center industry offered high-wage, high-skill jobs that often did not require a four-year degree. The typical 250,000 square foot data center would have 50 to 100 full-time workers and in Virginia, the average salary was reported to be $120,000. In terms of data center construction, most construction spending would likely remain in the local economy because much of the work would go to Virginia-based businesses providing construction materials and services. Data center construction would support a substantially larger number of workers than data center operations and the construction period could run from five to ten years. At the height of construction, approximately 1,500 workers could be on site from various construction-related industries.

Ms. Hurt also reported that data centers would generate tax revenue for local communities. Prince William County had collected $280.2 million from data center revenue in tax year 2024 compared to $166.4 million in tax year 2023. Loudoun County had reported an estimated total of $895 million in data center tax revenue in FY25. This was 38% of Loudoun's overall tax revenues while comprising only 3% of the total land. Assessed value per square foot was triple the amount of other commercial uses and for every $1 in services Loudoun was providing to data centers, the County was receiving $26 in tax revenue. Absent the data center industry, the County's real property tax rate would likely be more than $1 per $100 of assessed value instead of the current $0.805 per $100. Since 2008, Loudoun's tax rate had dropped from $1.285 to $0.805. Henrico County was generating an estimated $25 million annually in data center revenue. This revenue had made it possible for Henrico to contribute $60 million of unbudgeted data center revenues toward a community initiative for affordable housing. She also reported Culpeper County was anticipating an average of $30 million in data center revenue by 2030. She stressed that New Kent was not anticipating becoming a Loudoun County but the goal was to give the Board information to better understand how some Virginia localities were benefiting from the industry.

The highest and best use of properties in Industrial and Economic Opportunity zones was also a consideration. She noted New Kent had adopted a Comprehensive Plan for 2045 and that plan included identified areas which were zoned for Economic Opportunity or Industrial development where it was believed these types of growth could occur. In an effort to determine highest and best use, Hanover County had hired Virginia Tech to analyze a 50-acre parcel to determine local tax revenue generation for multiple target industries. The study had found that transportation and logistics would generate an estimated $450,000, advanced manufacturing would generate an estimated $690,000 and data centers would generate an estimated $1.6 million to $6.3 million in annual revenue. It was also noted that the typical data center refresh cycle was five years and each refresh would involve new equipment and the investment of additional revenue to the locality. 80% of Virginia's growth in the past year had come from data center-related manufacturing, employment and construction and the data center industry having invested more than $80.5 billion in Virginia over the past two fiscal years. Since 2024, at least six data center suppliers had announced new Virginia manufacturing investments, creating more than 1,000 jobs and strengthening domestic supply chains.

- **How will this affect New Kent's infrastructure?** – Ms. Hurt provided an overview of the potential impact data centers could have on infrastructure and resources such as power, generators, land and water.

  Power – Many with extremely high power bills over the past winter had thought the increase could be connected to data centers. Dominion Energy had stated the higher

bills were the result of increases in consumption due to the area experiencing the coldest winter in decades. Rates had also increased due to the increasing cost of fuel and grid equipment. Data centers were paying the full cost of the power they were using and Virginia had among the strongest protections in the U.S. to prevent data center costs from being passed on to residential customers. Dominion Energy had created a new rate class the previous year to specifically address large energy users including data centers and to ensure they continued to pay the full cost of their power. The legislature was also considering additional protections that would shift more costs to data centers and lower residential bills. Data centers wishing to come to Virginia would also have to pay approximately 85% of projected costs upfront, even if they ended up not using it all. Information and communications technology companies accounted for at least 70% of corporate renewable energy procurement and played a leading role in financing the expansion of capacity for electricity generation from renewable sources.

Generators – Ms. Hurt reported JLARC (Joint Legislative Audit Review Commission) had conducted a study on data centers several years ago. The findings had included that data center generators were run mostly for maintenance purposes and most data center operators had reported experiencing zero to two minor outages (lasting only a few hours) per site in the last two years. Nearly all current data centers were using "Tier 2" diesel generators which the DEQ (Department of Environmental Quality) allowed to run only in emergencies or as a part of routine maintenance testing. Data center diesel generators were relatively small contributors to regional air pollution. In Northern Virginia, diesel generators were making up less than 4% of regional emissions of nitrogen oxides and 0.1% or less of carbon monoxide and particulate matter emissions.

Land – New Kent's proposed Technology Overlay District (TOD) would attempt to limit data centers to a known industrial corridor where certain types of commercial/industrial development could currently be developed by-right. Possible by-right development currently allowed included but was not limited to uses such as building supply stores, contractor offices, truck fueling stations, laboratories, recycling plants, manufacturing uses, distribution warehouses, etc. She noted a full list of land uses by zoning designation was available in Sec. 98-62 of the New Kent County Code.

Water – The Route 33 corridor was the only area in New Kent with substantial reclaimed water (treated water) infrastructure. Requiring the use of reclaimed water and either closed-loop cooling or air-cooled systems would protect New Kent's potable water system. It was also important to note the Route 33 water system was not connected to the Bottoms Bridge/Central water systems where capital improvements and debt service were currently being proposed. There were currently no residential users on the Route 33 water system and only 16 industrial/commercial users. A fringe benefit of using reclaimed water would be nutrient credit sales. By not discharging treated wastewater and permitted nutrients to the Pamunkey River, the Department of Public Utilities could sell unused credits on the statewide nutrient exchange. In past years, this had provided up to $350,000 in revenue to the Department of Public Utilities.

- **How do data centers support local communities?** – Ms. Hurt noted data center projects were supporting their local communities. They wanted to partner with the communities in which they were operating and to provide other benefits beyond those resulting from their operations. Some examples included:

Hiring Our Heroes – This was a partnership between Microsoft and Southside Virginia Community College dedicated to help transition military personnel successfully from

service into high-demand technology roles in the data center industry. This initiative had achieved an 85% job placement rate at Microsoft.

Digital Reality – The Ashburn Volunteer Fire & Rescue Department had received a $90,000 donation from Digital Reality. This was the largest single donation the department had ever received.

Culpeper County – Data center operators in Culpeper County had provided proffers to support local fire and EMS services with fees typically ranging from $0.23 to $0.28 per square foot to fund these services. Four companies including AWS, Copper Ridge, Kaiser and EdgeCore had proffered approximately $1.5 million specifically for fire and EMS. Additional proffers from data center companies in Culpeper included financial support for CTE (Career and Technical Education), Agriculture Education programming, Recreation and other services totaling over $1.5 million in proffered initiatives.

- **What are the benefits to New Kent?** – The data center industry would diversify New Kent's tax base and provide revenue to support services for existing and future residents. Ms. Hurt noted New Kent had a great logistics opportunity which was expected to grow and also had a really great community partner in Colonial Downs. The more New Kent could diversify industry types in the County, the lower the impact of potential revenue losses from a particular industry. Jobs in the data center industry would pay higher than average wages and focus on smaller numbers of total employment with strong technology skillsets. Data centers would also bring in additional industry growth like construction and component manufacturing. The TOD would focus on locating growth where the need for roads and utilities could be met while also providing significant buffering between businesses and other County zoned areas. The proposed area to be included within the TOD would be less than 1% of New Kent's total land area. The TOD would also strategically permit high revenue generating facilities to ensure the highest and best use of prime economic development land. Businesses were interested in potentially developing land in New Kent and they wanted to make sure they were getting the highest and best use out of the land.

Ms. Hurt entertained questions. Mr. Stiers opened the floor to questions and comments from Board members.

Ms. Stewart had some questions but said she would save them until after her upcoming Town Hall. Mr. Evelyn stated that as they looked forward, he didn't feel it would be a bad idea for the Planning Commission and the Board of Supervisors to go to a data center to see and hear the operations and talk with local leaders. Ms. Hurt said she had been organizing a tour in April of some of the data centers in the White Oak Technology Park. She had also been in contact with Henrico County staff and they would be happy to show New Kent the facilities. She also reported she had visited White Oak the previous day and had found the park to be eerily quiet and had seen a lot of bird activity. She said Meta and QTS both had nice facilities there and she was excited to be able to share them with the Board.

Mr. Stiers stated that all he was hearing her say was, "money, money, money, money, money" but added that not everyone was interested in just money. He said the people of the County didn't necessarily just want money pumped into the County. They liked the quality of the rural community and did not want big 85' buildings taking over the landscape. He reported he had never had so many calls, complaints, comments and emails and he was sure he was not the only one. He reported many of the contacts had been from residents of District 5 and District 3 which were the only districts staff had announced were being considered. He asked if that was correct. Ms. Hurt stated keeping the TOD in a small area

had been the goal. Mr. Stiers stated that was okay unless you lived next to where the TOD was proposed. He noted this was what he was hearing and added that none of the staff ran for office. He added that Supervisors were elected and people had put them in office. Mr. Evelyn reminded Mr. Stiers that the Board had directed staff to do this work. Mr. Stiers indicated he knew this, but he was concerned about the feedback he was receiving since the proposed TOD information had been released. Mr. Evelyn stated a lot of the concerns were the result of a poorly written local newspaper article with a misleading headline. He understood why the citizens were upset and added that the Board was not saying they had a data center coming to New Kent. Mr. Stiers agreed and noted that was why he had made the data center statement at the March 9th Board meeting. Mr. Moyer stated all Economic Opportunity zoned areas could be developed as multi-family housing. Mr. Airaghi noted a Conditional Use Permit would be required for multi-family housing in Economic Opportunity. Mr. Moyer stated a tire recycling plant could be a by-right use in Industrial zoned areas.

Mr. Hathaway stressed the importance of remembering that without any changes to the current New Kent County Zoning Ordinance, a data center could apply for a Conditional Use Permit anywhere within the County. While adopting a TOD was a proposed option, it was not a requirement, but he felt the Board should at least consider adoption of conditions to be imposed on a data center project. He did not want the County to receive a data center application with no pre-thought or planning in the County Code and he felt this was the time to have that conversation. Ms. Stewart agreed and noted that was why she had supported staff working on this and doing this research. She said it was clear District 5 was not in favor of data centers, but it was important for New Kent to be prepared when a data center request was received so that informed decisions could be made. She added that while diversifying the tax base was important to District 5, they also did not want data centers. She felt this was a good proactive first step and they had staff working on something like this so the Board would not be caught off guard. She thanked staff for the work they had done and for listening to the citizen feedback. She stated that her district knew she would be vocal for them even if she thought the tax base needed to be diversified differently. Mr. Airaghi added that the proposed TOD information was in draft form and was the starting point for the process. He said the proposed area could be reduced or they could do away with the overlay boundaries entirely and move forward with adopting standards for a separate data center process. He reported staff had been documenting the feedback and a feedback matrix was being compiled. He encouraged those in attendance and any others who had not reached out yet to do so. Ms. Pearson stated this had been the Board's attempt to be proactive instead of reactive when a data center application was received. She felt it was not a matter if "if" but "when" and noted they did not have to adopt the TOD. She did feel parameters needed to be in place to restrict what would be allowed. Mr. Airaghi noted that he had not been involved with Community Development at the time the solar farm in the County had been approved but felt that at a minimum some form of standard identifying appropriate zoning districts needed to be in place. He reported that when the solar farm application had been submitted, staff had been caught off guard because there were no standards and the current solar farm standards had been adopted later. Staff was trying to get in front of any data center application and he felt that at a minimum some form of standards and process needed to be considered to prevent a situation similar to the solar farm. Ms. Hurt also noted one of the reasons staff had looked at the proposed TOD was to help companies understand where New Kent wanted to drive the growth. In this case, that was an area where reclaimed water was available and where 230 KB lines were nearby. She said existing infrastructure didn't support a lot of development in many other parts of the County. She reported that when they talked to companies representing any industry considering investing in a site in our community, they wanted to know they would be welcomed before spending. The zoning would help in establishing a path to knowing if a particular development could occur. Companies did not

want to go through years of development and investing millions of dollars to only be told what they were proposing would not work. She said a big part of the job in Economic Development was to make sure they understood what the Board wanted so that it could be communicated and the time investment put behind industries that would make the most sense and would be welcomed in the community.

Mr. Stiers thanked Ms. Hurt and expressed appreciation to her and Mr. Airaghi for the work they had put into this. He added that he didn't want to sound negative but wanted them to know what he was hearing. He again stated that he appreciated the hard work they had done and said that it should be up to the citizens to decide. Mr. Evelyn added that it was also the Board's responsibility to educate citizens on what they were trying to do. He stressed that there was no application for a data center. Mr. Stiers stated he understood that. Ms. Pearson said the framework for solar farms had been put in place and doing that did not mean the Board had voted on a solar farm coming to New Kent since the framework had been put in place. Mr. Stiers stated the Board had voted against four solar farms.

Mr. Stiers called for any additional comments. There being none, he noted this was the end of the Budget Retreat agenda and stated the Board would be going into closed session.

IN RE: CLOSED SESSION

Mr. Moyer moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A)(5) for discussion concerning a prospective business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community involving the Forge Center property. The members were polled:

Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Jordan T. Stewart	Aye
Ronald P. Stiers	Aye

The motion carried.

Mr. Hathaway thanked everyone for coming to the Budget Retreat. All who were not party to the closed session left the room at 1:46 p.m. Mr. Stiers moved to reconvene in open session at 2:14 p.m. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
Ronald P. Stiers	Aye

The motion carried.

Mr. Evelyn moved to certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session. The members were polled:

Amy M. Pearson	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Ronald P. Stiers	Aye

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Stiers announced the next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, April 13, 2026, and the next work session at 9:00 a.m. on Wednesday, March 25, 2026, both in the Boardroom of the County Administration Building.

Mr. Evelyn moved to adjourn the meeting. The members were polled:

Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ronald P. Stiers	Aye

The motion carried. The meeting was adjourned at 2:15 p.m.

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Miscellaneous (contracts, easements, resolutions for street acceptance, proclamations, etc.)

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Approval of August 4, 2026 Dual Primary Abstracts of Votes
Issue	Approval of Abstracts of Votes for recording in the Board of Supervisors order book.
Legislative History	Abstracts are approved after every election.
Time Needed:	Person Appearing:
Request prepared by:	Wanda Watkins, Deputy Board Clerk — Telephone:
Copy provided to:	

ATTACHMENT(S):

Abstracts of Votes August 4 2026 Primary.pdf

ABSTRACT of VOTES

Cast in NEW KENT COUNTY, VIRGINIA
at the 2026 August Democratic Primary held on August 04, 2026 for,

Member, House of Representatives (1st District)

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Salaam Bhatti - Democratic	189
Shannon L. Taylor - Democratic	714
Jason S. Knapp - Democratic	114
Mel E. Tull, III - Democratic	27
Elizabeth Dempsey Beggs - Democratic	87
Ericka W. Kopp - Democratic	30
Tim S. Cywinski - Democratic	35
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on August 04, 2026, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member, House of Representatives (1st District).

Given under our hands this 12 *day of* August, 2026

Charles E Moss Sr, Chairman

Jane C Vaughan, Vice Chairman

_____, Secretary/Acting

Della Ann, Secretary (Certified Copy)

ABSTRACT of VOTES

Cast in NEW KENT COUNTY, VIRGINIA
at the 2026 August Republican Primary held on August 04, 2026 for,

Member, United States Senate

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Bert Mizusawa - Republican	729
Kim Farington - Republican	204
David E. Williams - Republican	267
Total Number of Overvotes for Office	1

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on August 04, 2026, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the Member, United States Senate.

Given under our hands this 12 *day of* August, 2026

Charles E. Moss Sr., Chairman

James C. Vidal, Vice Chairman

_____, Secretary/Acting

Debbie Fraser, Secretary (Certified Copy)

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Miscellaneous (contracts, easements, resolutions for street acceptance, proclamations, etc.)

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made part of the record. or I move to approve the Consent Agenda as presented and that it be made part of the record, with the following changes:
Subject	Approval of Agreement for Legal Services for Economic Development Authority (EDA)
Recommendation	Authorize the County Administrator to execute the agreement between the County and Hefty, Wiley & Gore, P. C.
Discussion	Hefty, Wiley & Gore, P.C. will continue to serve as legal counsel for the Economic Development Authority (EDA) for FY27 in the amount of $3,000.00 per month.

Time Needed: _____ Person Appearing: _____

Request prepared by: Amanda Stanger Telephone: _____

Copy provided to: _____

ATTACHMENT(S):

New Kent EDA Letter Agreement 8.4.2026.pdf

HEFTY WILEY & GORE, P.C.

August 4, 2026

Mathew Starr, Chairman
Economic Development Authority of the County of New Kent
7324 Vineyards Parkway,
New Kent, VA 23124

Re: Agreement for Legal Services

Dear Mr. Starr:

This is to confirm our firm's agreement to continue to serve as general counsel to the Economic Development Authority of the County of New Kent ("EDA") for a monthly fixed fee amount of $3,000. This includes representing the EDA at its regular or specially called meetings and representing the EDA in all other legal matters which may arise subject to the following limitation: for complex litigation, public finance and other projects requiring specialized legal needs, we would help the EDA retain appropriate counsel and would help manage those services on the EDA's behalf.

Unlike most firms, we do not charge extra for mileage, phone calls, copying or other office expenses. The EDA would be able to keep all work products arising out of our representation and we would make such products available to you for ongoing reference. In addition, we will keep you advised on best practices by other IDA/EDA's. This representation is not for a specific term, and either party may terminate our services at any time by giving written notice.

By signing below and returning a copy to us, you agree to the services on behalf of the Economic Development Authority of the County of New Kent as set out in this letter.

Very truly yours,

Brendan Scott Hefty

Accepted by:
Economic Development Authority of the County of New Kent

_____ _____
Mathew Starr, Chairman Date

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Miscellaneous (contracts, easements, resolutions for street acceptance, proclamations, etc.)

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Adopt Proclamation Recognizing October as Domestic Violence Awareness Month
Time Needed:	Person Appearing:
Request prepared by:	Rodney Hathaway Telephone:
Copy provided to:	

ATTACHMENT(S):

Domestic Violence Awareness Month 2026.pdf

BOARD OF SUPERVISORS
NEW KENT COUNTY, VIRGINIA

PROCLAMATION
OCTOBER 2026
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

WHEREAS, Domestic violence is widespread and affects over four million Americans each year; and

WHEREAS, one in three Americans has witnessed an incident of domestic violence; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop to this heinous crime; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services, and assistance to victims.

NOW, THEREFORE, BE IT PROCLAIMED that on this 14th day of September, 2026, the New Kent County Board of Supervisors does proclaim the month of October as Domestic Violence Awareness Month and encourages the citizens of New Kent County to work together to eliminate domestic violence from our community.

Attest:

Rodney A. Hathaway, County Administrator **Ronald P. Stiers, Board Chair**

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Miscellaneous (contracts, easements, resolutions for street acceptance, proclamations, etc.)

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Approval of Agreement for SCADA Services with E-Merge Systems
Issue	DPU procures SCADA (Supervisory Data Acquisition and Control) services via cooperative procurement through Prince William Water. Emerge Systems has designed and been maintaining DPU's SCADA systems since 2006.
Recommendation	Authorize the County Administrator to execute the agreement between the County and E-Merge Systems.
Fiscal Implications	SCADA system upgrades and maintenance is included in DPU's annual operating budgets and CIPs, as appropriate.
Legislative History	Renewal agreements have been approved annually.
Discussion	DPU's SCADA system provides remote monitoring and alarms for water & sewer operations.

Time Needed:		Person Appearing:	
Request prepared by:	Mike Lang, Public Utilities Director	Telephone:	
Copy provided to:	County Attorney		

ATTACHMENT(S):

SA 2217 E-Merge Contract Renewal and Price Increase Mod #3 Fully Executed.pdf
Exhibit B-Executed Contract - SA 2216 OPS General SCADA Agreement.pdf
Emerge Renewal Sept 2026 - COUNTY ATTORNEY revised.docx

4 County Complex Court
Woodbridge, VA 22195-2266

Phone (703)335-7922
https://princewilliamwater.org

Procurement Department

July 10, 2026 VIA ELECTRONIC MAIL

E-MERGE SYSTEMS, LLC
ATT: BRIAN BATTS, VP COMMERCIAL OFFERINGS
1314 E, CARY STREET
RICHMOND, VA 23219

Subject: **Modification #03 (SA 2217- General SCADA Installation, Repair, and Preventive Maintenance Services for H.L. Mooney AWRF)**

Dear Mr. Batts:

In accordance with Section 3.3 Contract Term Renewal and Price Adjustments, Paragraph A. Term of Agreement, Prince William Water wishes to exercise the option to extend the above-referenced agreement. Please find enclosed one (1) original Contract Modification Form that provides for a one-year contract extension for services listed therein,

To signify your company's acceptance, please sign the attached modification form and return it to mmosaad@pwwater.org by July 17, 2026. A file-copy of the modification will be forwarded to you after it has been fully executed.

Thank you for your time, cooperation, and continued interest in Prince William Water.

Sincerely,

Medhat Mosaad

Medhat Mosaad, VCO
Procurement Officer II

Enclosure: As stated

4 County Complex Court
Woodbridge, VA 22195-2266

Phone (703)335-7922
https://princewilliamwater.org

Procurement Department

PRINCE WILLIAM WATER
Your Water • Your Environment • Our Mission

CONTRACT MODIFICATION FORM

DATE: **July 10, 2026**

MODIFICATION NO.: **03**

CONTRACT NAME: **SA 2217 - General SCADA Installation, Repair, and Preventive Maintenance Services for H.L. Mooney AWRF**

This Contract is hereby modified as follows:

1. In accordance with the terms and conditions of the above-referenced contract, the term of the agreement is hereby extended for an additional one (1) year period effective September 20, 2026, and expiring on September 19, 2027 (Option 3 year of 4).

2. Exhibit B EXHIBIT B "Compensation and Labor Costs" is hereby revised to allow 4.1%-unit rate increase to the current prices. These proposed rates will be effective September 20, 2026.

3. All other terms and conditions of the Contract shall remain the same and in full force and effect.

PRINCE WILLIAM WATER **PO BOX 2266** **WOODBRIDGE, VA 22195-2266**	**E-MERGE SYSTEMS, LLC** **1314 E, CARY STREET** **RICHMOND, VA 23219** **ATT: BRIAN BATTS**
Medhat Mosaad 7/14/2026 Buyer Signature Medhat Mosaad Buyer Name (Print) J Stokes Digitally signed by J Stokes DN: DC=org, DC=pwcsa, OU=Microsoft-365, OU=SPITTLE, OU=USERS, OU=PUR, CN=J Stokes Reason: I am the author of this document Location: your signing location here Date: 2026-07-15 14:41:29 Foxit PhantomPDF Version: 9.7.1 Procurement Manager Signature Jerry Stokes Procurement Manager Name (Print) 7/15/2026 Date	Authorized Signature Brian Batts, Vice President Name & Title (Print) July 13, 2026 Date

June 10, 2026

PWCSA
Attn: Procurement Department
4 County Complex Court
Woodbridge, VA 22192

Subject: SA2216 & SA2217 CPI Increase (2026)

Greetings:

We greatly appreciate PWCSA's willingness to extend our contract and your ongoing confidence in our services. Our team remains committed to maintaining the high level of service we have consistently provided.

In accordance with the contract stipulations, we respectfully request a **4.1% increase** in our annual labor rates based on the Consumer Price Index for All Urban Consumers for Washington-Arlington-Alexandria (CPI-U, DC-VA-MD-WV, All Items). The referenced CPI-U index value increased from 321.560 in May 2025 to 334.707 in May 2026, representing a **12-month increase of 4.1%**. This adjustment reflects continued inflationary pressures and wage increases impacting our cost structure and aligns with CPI data published by the U.S. Bureau of Labor Statistics: https://www.bls.gov/regions/mid-atlantic/data/consumerpriceindexhistorical_washingtondc_table.htm.

We have attached supporting documentation and would appreciate your review and feedback regarding this request.

If you have any questions, please contact Janardan Lal at 804-338-2728 or via email at jlal@graymattersystems.com.

Sincerely,

E-Merge Systems, LLC

Brian Batts
Vice President

cc: Janardan Lal

SA2216 Pricing Schedule

Item Number	Description	Unit of Measure	Estimated Quantity	Initial Unit Price	8/3/2024 Unit Price	8/3/2025 Unit Price	8/3/2026 Unit Price
1	Project Manager	Hour	1	$164.00	$169.00	$172.00	$179.00
2	Engineering and Design	Hour	1	$154.00	$159.00	$162.00	$169.00
3	Cyber Security Review and Assessment	Hour	1	$154.00	$159.00	$162.00	$169.00
4	Aveva System Platform Expert Programming and Modifications	Hour	1	$150.00	$155.00	$158.00	$164.00
5	PLC Programming and Modifications	Hour	1	$150.00	$155.00	$158.00	$164.00
6	Field Services Technician	Hour	1	$114.00	$118.00	$120.00	$125.00
7	Master Elecctrican Services	Hour	1	$152.00	$157.00	$160.00	$167.00
8	Journeyman Electrician Services	Hour	1	$142.00	$147.00	$150.00	$156.00
9	Helper Electrician Services	Hour	1	$114.00	$118.00	$120.00	$125.00
10	CAD Services	Hour	1	$50.00	$52.00	$53.00	$55.00
11	Panel Fabrication	Hour	1	$50.00	$52.00	$53.00	$55.00
Emergency							
12	Emergency Response Fee	Each	1	$500.00	$517.00	$527.00	$549.00

SA2217 Pricing Schedule

Item Number	Description	Unit of Measure	Estimated Quantity	Initial Unit Price	9/20/2024 Unit Price	9/20/2025 Unit Price	9/20/2026 Unit Price
1	Project Manager	Hour	1	$164.00	$169.00	$172.00	$179.00
2	Engineering and Design	Hour	1	$154.00	$159.00	$162.00	$169.00
3	Cyber Security Review and Assessment	Hour	1	$154.00	$159.00	$162.00	$169.00
4	SCADA Expert Programming	Hour	1	$150.00	$155.00	$158.00	$164.00
5	PLC Programming and Modifications	Hour	1	$150.00	$155.00	$158.00	$164.00
6	Field Services Technician	Hour	1	$114.00	$118.00	$120.00	$125.00
7	CAD Services	Hour	1	$50.00	$52.00	$53.00	$55.00
8	Panel Fabrication	Hour	1	$50.00	$52.00	$53.00	$55.00
Emergency							
9	Emergency Response Fee	Each	1	$500.00	$517.00	$527.00	$549.00

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Service Authority
Prince William County

Contract #: SA 2216

General SCADA Installation, Repair, and Preventive Maintenance Services (Spittle/WWF)

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CONTRACT/AGREEMENT

AGREEMENT NUMBER: **SA 2216**

SUBJECT: **General SCADA Installation, Repair, and Preventive Maintenance Services (Spittle/WWF)**

BY AND BETWEEN:

Service Authority:
Prince William County Service Authority
4 County Complex Court
Woodbridge, Virginia 22192
T: (703) 335-8925 / F: (703) 335-7954

And the Contractor:
E-Merge Systems, LLC
1314 E. Cary Street
Richmond, Virginia 23219
Telephone: (804) 344-3511
Email: contracts@graymattersystems.com
Contact Person: Ms. Mandy L. Urey**,** Vice President

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GENERAL SCADA INSTALLATION, REPAIR, AND PREVENTIVE MAINTENANCE SERVICES (SPITTLE/WWF)

AGREEMENT SA 2216

Between

THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY

And

E-MERGE SYSTEMS, LLC

For

THIS General SCADA Installation, Repair, and Preventive Maintenance Services Agreement (hereinafter referred to as General SCADA Installation, Repair, and Preventive Maintenance Services Agreement" is made between the Prince William County Service Authority, (hereinafter referred to as "Service Authority"), AND

E-Merge Systems, LLC authorized to do business in the State of Virginia, (hereinafter referred to as "Contractor"), whose place of business is 1314 E. Cary Street, Richmond, VA 23219.

WHEREAS, the Service Authority solicited bids from qualified contractors on May 10, 2022, pursuant to Service Authority IFB SA 2216. Contractor submitted a response to the IFB dated June 3, 2022. Based upon the representations of Contractor in the response to IFB, which representations the Service Authority has relied upon, the Service Authority selected the Contractor to provide said continuing General SCADA Installation, Repair, and Preventive Maintenance Services for the Service Authority; and

WHEREAS, the Contractor is willing and able to perform such General SCADA Installation, Repair, and Preventive Maintenance Services for the Service Authority within the basic terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Service Authority and Contractor agree as follows:

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SECTION 1 DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and apply unless the context indicates a different meaning:

A. Standard Definitions:

1. **Contractor**: The person or entity, including employees, servants, partners, principals, agents, and assignees that obtained from the Service Authority a contract to provide the services set forth herein.
2. **Contract/Agreement**: When used as a proper noun and capitalized the terms "Contract" or "Agreement" shall mean: this agreement. (When used as a common noun with lower case the terms "contract" or "agreement" shall mean: a mutually binding legal agreement between two or more parties.).
3. **Contract Administrator (aka Administrative Contracting Officer (ACO))**: Service Authority representative who manages actions that must be taken to assure full compliance with all of the terms and conditions contained within the Contract Documents, including price.
4. **Contract Documents**: The Contract Documents establish the rights and obligations of the Contractor and Service Authority and include Addenda (which pertain to the Contract Documents), the Notice to Proceed, the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, together with all Written Amendments, Change Orders, Work Change Directives, and Contract Administrator's written interpretations and clarifications issued on or after the Effective Date of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
5. **Contractor's Project Manager:** The Contractor person responsible for the Work.
6. **Change Order**: A written order to the Contractor executed by the Service Authority, issued after execution of an agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times.
7. **Day(s)**: Calendar days, unless otherwise specified.
8. **Deliverable(s)**: All electronic and/or physical items, products, reports, studies, calculations, plans, drawings, surveys, maps, models, photographs, and specifications, the Contractor must deliver to the Service Authority, at a specified date(s), and meeting the criteria defined in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and/or all other subsequent task and sub-task agreement pursuant to this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
9. **Dollar "$"**: United States of America dollars.
10. **Effective Date of the Contract/Agreement**: The date this Contract/Agreement becomes effective as documented by the Service Authority on the signature page of the Contract/Agreement.
11. **Field Order**: A written order issued by the Contractor which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

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12. **Final Payment**: Payment made by the Service Authority for completed services and representing the balance of the Service Authority's financial obligation for a specified project.
13. **Hourly Rate**: The rate specified in the Agreement for the individual employee and employee category on a specific project. The rates are as specified in the attached EXHIBIT B, Compensation and Labor Costs.
14. **Intellectual Property Rights**: All of Contractor's right, title, and interest under and to all trademarks, service marks, copyrights, know-how, trade secrets, curricula, text books, reference material, tests, online course material and programming, computer programs, sound files, technology, software, techniques, methods, ideas, and processes incorporated into or delivered in the course of performing the Work and all other forms of intellectual property rights and protections throughout the world, whether delivered via USB, Internet download, or other media, relating to Contractor and the materials and all future modifications, refinements, and improvements thereto, and any divisions, reissues, continuations in part, and extensions of the foregoing now or hereafter owned by Contractor or under which Contractor now has the rights.
15. **Key Personnel:** Designated responsible person or persons whose individual action or inaction can impact the timely accomplishment of the performance objective(s).
16. **Lump Sum**: A method of payment to the Contractor for a fixed sum amount, which constitutes total compensation to the Contractor for the performance by the Contractor of the Work stated in General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.
17. **Materials**: All information, works of authorship, programs, systems, processes, methodologies, techniques, concepts, tools, analytical approaches, data, database models and designs, discoveries, inventions, ideas, and materials related thereto (whether patentable or not), including all documentation, technical information or data, specifications and designs and any changes, improvements, or modifications thereto or derivatives of any of the foregoing.
18. **Notice to Proceed**: A written notice issued by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
19. **Prince William County Service Authority (Service Authority)**: Public utility chartered by the Prince William County Board of County Supervisors.
20. **Purchasing Manager**: The Service Authority person that has been legally authorized and responsible to enter into, administer, terminate and otherwise manage contracts subject to any approval thresholds that may be established by the Service Authority's General Manager and Board of Directors.
21. **Service Authority Project Manager (aka Contracting Officer Representative (COR))**: The Service Authority person responsible for the project.
22. **Subcontractor**: An entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.
23. **Specifications**: That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

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24. **Work, Work Product or Works Made for Hire**: The entire services or the various separately identifiable parts thereof required to be provided by Contractor under this Agreement. Work Product or Works Made for Hire as provided as a deliverable under this Agreement shall be owned by the Service Authority with the exception of pre-existing Contractor Intellectual Property Rights as defined herein.
25. The terms **"in writing"** and **"written"** mean documents permanently inscribed or printed on paper, submitted by facsimile (fax), or submitted by e-mail, unless otherwise specified.
26. **WWF**: Water/Wastewater Facilities.

SECTION 2 SCOPE OF SERVICES

A. The Contractor shall provide services, as specified in this Agreement, to the Service Authority as described in Exhibit A, Scope of Work.

B. The Contractor hereby represents to the Service Authority, with full knowledge that the Service Authority is relying upon these representations when entering into this Agreement with the Contractor, that the Contractor has the professional expertise, experience and manpower to perform the services in a manner consistent with the standard of care in the industry.

C. The Service Authority may request changes that would increase, decrease, or otherwise modify the Scope of Work. Such changes must be contained in a written Change Order or Modification executed by the parties authorizing and directing an addition, deletion or revision in the Work or an adjustment in the compensation and/or schedule, in accordance with the provisions outlined in Section 4.20 of this Agreement.

D. The Service Authority may, at its sole discretion, solicit Bids from other entities for services for any Project or other work outlined in Exhibit A, Scope of Work, of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

E. Contract Documents: The Service Authority shall use uniform Contract Documents as binding Contract Documents (Contract Agreements, Exhibits, RFPs/IFBs, etc.), which are under ownership of the Service Authority. No changes to the Service Authority uniform Contract Documents are permitted without the express written consent of the Service Authority. Any changes made without the Service Authority consent is strictly prohibited and considered null and void.

SECTION 3 SPECIAL TERMS AND CONDITIONS

3.1 Contract Prices

A. Contract prices shall be in the form of firm fixed hourly rates in accordance with the specifications and terms and conditions identified herein. All prices shall include all direct and indirect costs such as travel, disposal fees, permits, profit and overhead, supervision,

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etc. All overtime rates shall be time and a half of the hourly rate indicated in Pricing Schedule. Anything other than time and a half will not be accepted.

B. The Contractor may be required to provide materials, rental equipment (such as cranes, aerial lifts, scaffolding) and/or Subcontractors to fulfill the requirements of the contract. If the Contractor provides materials, rental equipment or Subcontractors, compensation will be based on the actual cost of the materials, rental equipment and Subcontractors with an administrative fee to be equal to the percentages shown below. No extra charges will be allowed.

a) Materials Administrative Fee: 6%
b) Rental Equipment Administrative Fee: 7%
c) Subcontracting Administrative Fee: 5%

C. Additionally, the Contractor may be required to provide emergency repair services within four (4) hours. The Contractor will be paid a fee of $500.00 per Emergency Response Request in addition to the firm fixed hourly rates.

3.2 Compensation Billing and Payment

A. The Service Authority agrees to pay the Contractor compensation for the Work provided for in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement as outlined in EXHIBIT B, Compensation and Labor Costs.

B. If Service Authority requests Contractor to incur expenses not contemplated, Contractor shall notify the Service Authority in writing and obtain Service Authority approval in writing prior to incurring such expenses.

C. Invoices (or Applications for Payment) must contain sufficient information for the Service Authority to verify that the work was performed in accordance with this Contract. The Contractor shall submit documentation with each invoice as detailed in EXHIBIT D, Invoicing Procedures.

3.3 Contract Term Renewal and Price Adjustments

A. Term of Agreement: This General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall commence on the date this instrument is fully executed by all parties and shall expire after two (2) year(s), unless and until terminated pursuant to the terms and conditions herein.

B. The Service Authority reserves the right to renew this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement for four (4) additional one (1)-year periods under the same terms and conditions, contingent upon successful performance of the Contractor and subject to mutual agreement.

C. The Service Authority will notify the Contractor in writing ninety (90) Days prior to the expiration of the General SCADA Installation, Repair, and Preventive Maintenance

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Services Agreement, or any extension thereof, of the Service Authority's intention. If the Service Authority elects to extend the Agreement, the Contractor shall immediately respond as to whether the contract extension is acceptable. Such extension shall be executed within thirty (30) Days of the Service Authority's original notice.

D. Price Adjustments Negotiated Based on Changes in Contractor's costs:

If the Service Authority elects to exercise the option to renew the contract for an additional one (1)-year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the category of Washington-Arlington-Alexandria, DC-VA-MD-WV, all urban consumers, all items section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

Price adjustments, as approved by the Service Authority, shall become effective on the anniversary (annual renewal) date of each contract year as agreed upon by both parties via a fully executed Contract Modification. The Contractor shall bill on new approved rates from the effective date onwards. Retroactive rate adjustments are not allowed under this Agreement.

The Service Authority reserves the right to unilaterally extend an existing contract to allow for continuation of work through completion, even if a new contract has not been placed into effect.

E. Availability of Service Authority's Personnel

Upon a reasonable request, the Service Authority will make its personnel, including appropriate professional personnel, administrative personnel and other employees, available for consultation in order to perform its obligations under the Contract.

3.4 Stop-Work / Suspension of Work

A. The Service Authority may, at its sole option, decide to suspend or stop the Contractor's performance of the services required under the contract. When, and if such action is considered, the Service Authority shall notify the Contractor of its decision in writing. The order shall be specifically identified as a stop-work order under this article. Upon receipt of the stop-work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of suspension.

B. Upon receipt of any such notice, and unless the stop-work notice directs otherwise, the Contractor shall:

1. Immediately discontinue performing any services on the date and to the extent specified in the stop-work order;

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2. Place no further orders, contracts or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the stop-work notice;
3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Service Authority, of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended; and
4. Continue to protect and maintain the work including those portions on which performance has been suspended.

C. As full compensation for such suspension, the Contractor shall be reimbursed for the following documented costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of performance:

1. All reasonable costs associated with the mobilization and demobilization of the Contractor's workforce and equipment;
2. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the work that has been suspended;

D. If, as a result of any such suspension, the cost to the Contractor of subsequently performing the service is increased or decreased, the Service Authority may consider making an equitable adjustment in accordance with Section 4.23 Disputes and Claims.

E. The Contractor may suspend the Work or terminate the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement for the Service Authority's delay in payment, other than payments in dispute, beyond sixty (60) Days.

F. The Service Authority shall notify the Contractor in writing when the stop work has been lifted. The Service Authority shall provide in writing an effective date to resume work.

3.5 Access (Equipment)

The Service Authority agrees to permit the Contractor's authorized personnel access to the Service Authority's equipment at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contract.

3.6 Access (Facilities)

The Service Authority agrees to permit the Contractor's authorized personnel access to the Service Authority's facility / facilities at such times and for such purposes as reasonably necessary to permit the Contractor to perform its obligations under the Contractor.

3.7 Method of Ordering/Allocation of Work

Should the Service Authority elect to make an award to multiple firms, authorized Service Authority staff will allocate the work by requesting proposals from each awardee based upon the prices specified in the Contract. The award of the work will be made to the firm who has submitted the proposal deemed to be most advantageous to the Service Authority, within the timeframe

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requested by Service Authority staff. No work shall be performed without an authorized purchase order.

Proposals: Prior to the commencement of work, the Service Authority Project Manager will request proposal(s) from the contractor(s) with a statement of work required, an outline specification of essential materials, and sketches and drawings, if available.

A. The Contractor(s) shall inspect each project site, ascertain the conditions, and work requirements within three (3) working days after receipt of a cost proposal request.

B. Within twenty-one (21) working days of visiting the site, the Contractor shall provide a detailed, written cost proposal in the form of a not-to-exceed amount based on the contract rates to include time, labor, materials, equipment, subcontractors and any expenses necessary to complete the Work. Depending on the nature of the work, the Service Authority Project Manager will determine which of the following the Contractor must submit:

    1. Unit price cost proposal (when the quantity of labor and materials needed for the Work is not well defined) or
    2. Lump sum cost proposal (when the quantity of labor and materials needed for the Work is well identified)

Any exceeding hours beyond the not-to exceed cost estimate must be approved by the Service Authority prior to proceeding with the work.

The Cost Proposal shall accompany the Work Order/Authorization Request Form (Exhibit F).

C. The detailed cost proposal shall contain the following:

    1. A clear and specific statement of the entire scope of work covered in the proposal with reference to the facility by name and/or address.
    2. A statement of the hourly rates for labor, materials and/or rental equipment costs for each of the elements of the statement of work in accordance with terms and conditions delineated in the Contract.
    3. The number and type of employees required and estimated completion date for all required work in accordance with terms and conditions delineated in the Contract.
    4. A list of proposed subcontractors.
    5. A signed statement confirming that the Contractor has visited the work site prior to preparing the estimate and is thoroughly familiar with the site and the scope of work required.

D. Should the Contractor require materials, rental equipment (such as forklifts, aerial lifts) and/or subcontractors not identified in their original proposal to complete the work, compensation for such items is based on actual cost with an administrative fee equal to the percentage shown in the Special Terms and Conditions, Section 3.1 Contract Prices. The Service Authority Project Manager shall approve the cost of such items.

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E. For any material, equipment, and/or subcontractor line item that exceeds $10,000, the Owner may require multiple quotes to be provided with the detailed proposal. The Contractor(s), when requested, shall be responsible for providing any additional supporting data for all submitted quotes to support the proposal to the Owner. The Contractor(s) shall ultimately bear the burden of proof in establishing fairness and reasonableness for his submitted proposals.

F. The Contractor(s) will only be paid for material actually used in performance of any Work under the resulting contract. No allowances will be made for other materials ordered by the Contractor(s) unless approved in advance by Service Authority Project Manager.

G. Costs incurred for material acquisition, handling, delivery and movement of Contractor-owned or rental equipment; inspections; estimates and administrative duties are overhead.

H. Prior to acceptance of the cost proposal and issuance of a Service Authority purchase order, the Service Authority Project Manager and the Contractor shall mutually agree upon a start and completion date for each particular Work Order. The agreed upon dates shall be included on the purchase order. In accepting a Service Authority purchase order, the Contractor certifies it has access to the labor, supplies, materials, and equipment necessary to complete the Work by the completion date.

I. The Contractor must sign all proposals.

J. It is the responsibility of the Contractor to ensure he/she has all the information necessary to prepare the estimate.

K. The End-User selects the cost proposal from the lowest priced Contractor. However, the SA reserves the right to award the Work Order to a more responsive Contractor when time is of the essence.

If the proposal is satisfactory, the Service Authority will notify the Contractor. The Contractor shall only perform work upon the Service Authority's written authorization by the issuance of a purchase order or Notice to Proceed. Upon authorization, actual work shall not exceed the Contractor's estimate. If the Service Authority deems the proposal unsatisfactory for any reason, the Service Authority reserves the right to negotiate all unsatisfactory components and to require the Contractor to submit a revised proposal for consideration. **The Service Authority reserves the right to reject the Contractor's proposal with or without cause.**

3.8 Not Used.

3.9 Contractor's Personnel

The presence or duties of the Contractor's personnel at a work site, whether as onsite representatives or otherwise, do not make the Contractor or the Contractor's personnel in any way responsible for those duties that belong to the Service Authority and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their

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obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health and safety precautions required by such construction work.

The Contractor and the Contractor's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except the Contractor's own personnel.

3.10 Delivery

A. Any delivery resulting from an award from the solicitation shall be made during the normal working hours of the Service Authority. Time is of the essence and the delivery shall be made in accordance with the specified delivery schedules or as soon as possible after receipt of the purchase order, contract or procurement card order.

B. If you are awarded a contract from the solicitation process and you fail to deliver or perform on or before the required date, the Service Authority reserves the right to CANCEL the purchase order or contract and make the purchase elsewhere, and you may be required to compensate the Service Authority for any difference in price paid for the product or service and any damages sustained by Service Authority.

C. You are solely responsible for making any and all claims against carriers for missing or damaged items. The Service Authority will assist with your claims as required. Partial shipments are not acceptable unless otherwise stated in the purchase order or other Contract Document.

3.11 Environmental Violations

For all contracts and subcontracts in excess of $100,000.00, the Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities.

3.12 Final Inspection

At the conclusion of the work, the Contractor shall demonstrate to the authorized Service Authority representative that the work is fully operational and in compliance with contract specifications. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

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3.13 Guarantee of Work

The Contractor shall guarantee all workmanship and materials to be free from defects, rust and/or peeling for a period of one (1) year from the date of final acceptance. Upon notification, the Contractor shall, within five (5) working days, correct such defects and/or deficiencies at his own expense. Final acceptance does not relieve the Contractor from responsibility from latent defects or deficiencies.

3.14 Intellectual Property Indemnity

A. The Contractor warrants that products and/or services sold to the Service Authority by the Contractor and the use thereof do not infringe or violate any patent, copyright, trademark, mask work, trade secret, or any intellectual property of a third party. The Contractor shall indemnify, defend, settle on behalf of, and hold harmless Service Authority from and against any and all demands, claims, proceedings, actions, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, other expenses for investigation, handling, and litigation, and settlement or judgment amount) asserted against or incurred by the Service Authority, by reason of, resulting from, or arising in connection with any breach of this section.

B. The Service Authority shall promptly notify the Contractor of any claim regarding indemnification and give information and assistance reasonably requested by the Contractor and the Contractor is given sole authority to defend or settle such claim. If a court or a settlement enjoins the use of such products and/or services, the Contractor shall, at its own expense and at the Service Authority's option, obtain for the Service Authority either the right to continue using such products and/or services, replace same with a non-infringing product and/or service, modify same so it becomes non-infringing, or refund the value of such products and/or services and accept return for same.

C. The Contractor shall have no liability to the Service Authority with respect to any infringement of patent, copyright, trademark, or other intellectual property rights, resulting from the Contractor's compliance with the Service Authority's proprietary design, specification, or instructions, from the Service Authority's modification of such product without disclosure to the Contractor, or the Service Authority's use of such product with any product and/or service not supplied by the Contractor (except as specified by the Contractor).

3.15 Performance and Payment Bonds for Projects Over $500,000.00 if applicable

Upon receiving Notice of Acceptance of a Cost Proposal from the Service Authority for a particular project exceeding $500,000.00, the Contractor shall, within ten (10) Days, furnish to the Service Authority the following required bonds. Notice to Proceed will not be given until all required bonds are received, reviewed and accepted by the Service Authority.

A. A Performance Bond in the sum of the project amount conditioned upon the faithful performance of the contract in strict conformity with the applicable plans, specifications and conditions of the contract.

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B. A Payment Bond in the sum of the project amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime Contractor to whom the contract was awarded, or to any Subcontractors, in the prosecution of the Work provided for in such contract, and shall be conditioned upon the prompt payment of all such materials furnished or labor supplied or performed in the prosecution of the Work. "Labor or Materials" shall include public utility services and reasonable rental of equipment, but only for period when the equipment rented is actually used at the job site.

C. Each of such bonds shall be executed by one (1) or more surety companies, selected by the Contractor, which are legally authorized to do business in the Commonwealth of Virginia.

3.16 Rider Clause

The Contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Service Authority acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is inconsistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the Contract's terms and conditions.

Prince William County Service Authority shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

3.17 Subcontracts

No portion of the work shall be subcontracted without prior written consent of the Service Authority. The Service Authority reserves the right to reject the Contractor's selection of Subcontractors if it is deemed to be in the best interest of the Service Authority to do so. If a Subcontractor is rejected, the Contractor may replace that Subcontractor with another Subcontractor subject to the approval of the Service Authority. Any such replacement shall be at no additional expense to the Service Authority nor shall it result in an extension of time without the Service Authority's approval.

3.18 Additional Work

Because additional work may be required upon completion of a task, the Service Authority reserves the right to award additional work as needed on a case by case basis, extending the term, or to solicit any efforts as determined to be in its best interest. If the Service Authority deems it in its best interest to issue follow on tasks/work, the Contractor shall provide additional services on

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a negotiated basis, provided the Service Authority's request falls outside the normal and customary boundaries of the Scope of Work in EXHIBIT A.

A. The end-user's Division Director or his designee shall be authorized to approve all additional work agreements, in accordance with the Service Authority's Purchasing Regulations.

B. The Service Authority shall initiate additional work agreements by providing the Contractor with a scope of services request. The Contractor shall provide a proposal for its services, which shall conform to the Contract requirements.

C. The Service Authority and the Contractor shall utilize the Work Order/Authorization Request Form, a copy of which is attached to and incorporated into this Contract as EXHIBIT F.

D. At a minimum, each additional work agreement may include the following negotiated terms:

1. Project Summary Overview
2. Project Scope of Services
3. Project Schedule
4. Payment Schedule, and Deliverables

3.19 Software Acceptance

The selected Contractor shall test and demonstrate the functionality of the proposed application, system, and/or software component to ensure conformance with the Service Authority's acceptance criteria. Each deliverable must be accepted in writing as complete by the Service Authority's Contract Administrator. The Contractor must submit written proof of acceptance of the Work and/or deliverable by the Service Authority with invoice or application for payment.

3.20 Contract Transition Services

A. The Contractor recognizes that the services provided under this contract are vital to the Service Authority and must be continued without interruption and that, upon contract expiration or termination, a successor, either the Service Authority or another Contractor, at the Service Authority's option, may continue to provide these services. To that end, no later than 30 days prior to contract expiration or, within 7 days of receiving the Service Authority's termination notice, as may be the case, the Contractor shall:

1. Develop, draft, and submit to the Service Authority, an Operation Succession Plan which at a minimum shall include:

a) Current, detailed status of all the services it provides.
b) Current status of all deliverables.
c) Phase-out technical requirements, deliverables, submittals.
d) Transition training requirements and a proposed training schedule.

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e) A date for transferring responsibilities for each division of work described in the plan.

B. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor Contractor maintain the continuity and consistency of the services required.

D. The Contractor also shall disclose necessary personnel records and allow the successor Contractor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor Contractor.

E. The Service Authority will compensate the Contractor for services successfully performed and accepted in writing by the Service Authority during the transitional period at the rate in effect when the transitional period clause is invoked by the Service Authority.

3.21 Privacy or Security Safeguards

A. The Contractor shall not publish or disclose in any manner, without the Service Authority's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Service Authority.

B. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Service Authority data, the Contractor shall afford the Service Authority access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

C. If new or unanticipated threats or hazards are discovered by either the Service Authority or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

3.22 Data Privacy

A. The Contractor will sign and comply with the Service Authority Data Use Agreement and information technology policies to obtain access to the Service Authority's data. The Contractor will use the Service Authority data only for the purpose of fulfilling its duties under this agreement and will not share such data with or disclose it to any third party without the prior written consent of the Service Authority, except as required by this Agreement or as otherwise required by law.

B. The Service Authority data will not be stored outside the United States without prior written consent from the Service Authority.

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C. The Contractor will provide access to the Service Authority data and business systems only to its employees and subcontractors who need to access the data to fulfill the Contractor's obligations under this Agreement. The Contractor will ensure that employees who perform work under this Agreement have read, understood, and received appropriate instruction and Service Authority policies and agreements as to how to comply with the data protection provisions of this Agreement.

3.23 Data Security

A. The Contractor will use, store and process the Service Authority data in accordance with commercial best practices and Service Authorities policies, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, the Contractor warrants that all electronic Service Authority data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.

B. The Contractor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement.

3.24 Data Authenticity and Integrity

The Contractor will take reasonable measures, including audit trails, to protect the Service Authority data against deterioration or degradation of data quality and authenticity. The Contractor will be responsible for ensuring that the Service Authority data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout its lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."

3.25 Security Breach

A. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could result in unauthorized access to, or disclosure or use of the Service Authority data, the Contractor will notify the Service Authority within three (3) hours or as specified in separate Work Authorization. The Contractor will fully investigate the incident, and cooperate fully with the Service Authority's investigation of and response to the incident. Except as otherwise required by law, the Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the Service Authority.

B. Liability. In addition to any other remedies available to the Service Authority under law or equity, the Contractor will reimburse the Service Authority in full for all reasonable costs incurred by the Service Authority in investigation and remediation of any Security Breach caused by the Contractor, including but not limited to providing notification to individuals

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whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of reasonable legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

3.26 Data Transfer Upon Termination or Expiration

Upon termination or expiration of the Agreement, the Contractor will ensure that all Service Authority data are securely returned or destroyed as directed by the Service Authority in its sole discretion. Transfer to the Service Authority or a third party designated by the Service Authority will occur within a reasonable period of time, and without significant interruption in service. The Contractor will ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the Service Authority or its transferee, and to the extent technologically feasible, that the Service Authority will have reasonable access to the Service authority data during the transition. In the event that the Service Authority requests destruction of its data, the Contractor agrees to securely destroy all data in its possession and in the possession of any subcontractor or agents to which the Contractor might have transferred the Service Authority data. The Contractor agrees to provide documentation of data destruction to the Service Authority.

The Contractor will notify the Service Authority of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the Service Authority access to the Contractor's facilities to remove and destroy the Service Authority owned assets and data. The Contractor will implement its exit plan and take all necessary actions to ensure a smooth transition of services with minimal disruption to the Service Authority. The Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the Service Authority. The Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the Service Authority, all such work to be coordinated and performed in advance of the formal, final transition date.

3.27 Data Confidentiality

Any financial, statistical, personnel and/or technical data supplied by the Service Authority to the Contractor is confidential. The Contractor shall use reasonable care to protect the confidentiality of such data. Any misappropriation, use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a material breach of the contract and may result in contract termination and the Contractor's suspension or debarment from Service Authority contracting. In addition, such conduct may be reported to the U.S. Attorney General and/ or the Attorney General for the Commonwealth of Virginia for possible criminal prosecution.

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SECTION 4 GENERAL PROVISIONS

4.1 Independent Contractor

A. The Contractor shall be acting as an independent Contractor and will not be considered or deemed to be an agent, employee, joint venture, or partner of the Service Authority. The Contractor will have no authority to contract for or bind the Service Authority in any manner and shall not represent itself as an agent of the Service Authority or as otherwise authorized to act for or on behalf of the Service Authority.

B. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be those of the Contractor.

C. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them to solicit or secure a contract / agreement with the Service Authority and that they have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon on resulting from this Agreement. In the event the Contractor violates this provision, the Service Authority shall have the right to terminate this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

D. The Service Authority may require, in writing, that the Contractor remove from the work site any employee the Service Authority deems incompetent, careless, or otherwise objectionable.

E. The Contractor will not require any employee to work in unsanitary, hazardous, or dangerous surroundings or working conditions. The Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner.

F. Immigration Reform and Control Act of 1986. The Contractor certifies to the Prince William County Service Authority that they do not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

4.2 No Assignment of Contract

A. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Service Authority's Purchasing Manager. All assignments of rights are prohibited whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:

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1. a “change of control” is deemed an assignment of rights; and,
2. “merger” refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing corporation.

B. Consequences of Purported Assignment or Delegation. Any purported assignment of rights or delegation of performance in violation of this section will be void.

4.3 Governing Law and Choice of Forum

This Contract is binding upon the assigns and successors of each party. Except to the extent Federal law is applicable, the interpretation, effect, and validity of this Contract is governed by the laws of the Commonwealth of Virginia.

4.4 Permits, Licenses, Certificates, and Taxes

A. The Contractor shall be solely responsible for complying with any applicable Federal, State and Municipal laws, codes and regulations that may be required.

B. The Service Authority reserves the right to require documentation that Contractor is abiding by the ordinances, regulation, and laws of their community and the Commonwealth of Virginia.

C. If Contractor is required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this agreement, the Service Authority reserves the right to require documentation of the current license and/or certification at any time during the contract period.

D. Failure to keep required license and/or certification current and in force for the term of the contract and any extension, will result in the Contractor being deemed in breach of contract and the Service Authority may take any appropriate actions.

E. The Service Authority is exempt from state sales tax. A Commonwealth of Virginia Sales and Use Tax Certificate of Exemption will be provided upon request.

4.5 Legal Fees (NOT USED)

4.6 Contractor Must Be Authorized To Transact Business In The Commonwealth

A. In accordance with the Virginia Public Procurement Act (VPPA) § 2.2-4311.2 a Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia Title 13.1 or Title 50 or as otherwise required by law.

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B. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, or to be revoked or cancelled at any time during the term of the Contract.

C. The Service Authority may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

4.7 Indemnification and Hold Harmless

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Service Authority, its officials and employees from and against third party liability, suits, actions, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, expert witness costs and all other reasonable costs and expenses incurred in preparing, negotiating, or prosecuting through trial and appeal any claim, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting there-from, to the proportionate extent caused by, misconduct or negligent acts, errors or omissions of the Contractor, its officials, agents, employees or Subcontractors in the performance of Work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

B. The Service Authority has agreed in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement to require all designers and contractors covered from the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, to indemnify and hold Contractor harmless to the same extent that the designer or Contractor is obligated to indemnify and hold the Service Authority harmless and also require the designer or contractor to add Contractor as an additional insured on the designer's or contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Work.

C. The Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in 4.35, Insurance.

D. The provisions of this Section shall survive termination, cancellation and expiration of the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.8 Disclaimer of Liability

As a political subdivision of the Commonwealth of Virginia, the Service Authority cannot hold harmless or indemnify any Contractor for any liability whatsoever.

4.9 Nondiscrimination of Contractors

The Service Authority will not discriminate against any Contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-

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offenders, unless the Service Authority has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If this Contract is made with a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to the Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.10 Anti-Discrimination

A. The Contractor certifies to the Prince William County Service Authority that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the VPPA.

B. If the Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds, provided however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (§ 2.2-4343.1E of the VPPA).

C. In every contract over $10,000 the provisions below apply

During the performance of the Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements for this section.

D. The Contractor will include the provisions of subsection C above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each Subcontractor or Vendor.

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4.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the VPPA, Sections 2.2-4367 through 2.2-4377, VA Code An., and that all amounts received by it, pursuant to this procurement, are proper and in accordance therewith.

4.12 Drug-Free Workplace To Be Maintained By Contractor For Contracts Over $10,000

The Contractor, during the performance of this Contract, agrees to:

A. Provide a drug-free workplace for its employees.

B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

C. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.

D. Include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of Work done by the Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of any controlled substance or marijuana during the performance of the Contract.

4.13 Terminations

A. Termination for Default

Each term and condition is material and any breach or default by the Contractor in the performance of each such term and condition shall be considered a material breach or default of the entire Contract for which the Service Authority shall have the right to terminate the Contract immediately, without penalty or liability.

1. The Service Authority's Contract Administrator shall notify, in writing, the Contractor of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have fifteen (15) Days to correct same or to request, in writing, a hearing. The Purchasing Manager shall hear and act upon same within thirty (30) Days from receipt of said request and shall notify the Contractor of said action. The action by the Purchasing Manager shall be either to confirm, in whole or in part, the specified deficiencies or default, or to relieve the Contractor of responsibilities for said deficiencies or default, or find that there are no deficiencies or default, or such action

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as deemed necessary in the judgment of the Purchasing Manager. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the Service Authority's Contract Administrator or by the decision of the Purchasing Manager, whichever is applicable, within fifteen (15) Days of receipt of such notice of such decisions, shall result in the termination of the Contract, and the Service Authority shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract. In such event, the Contractor shall have the right to seek a judicial review of such action within thirty (30) Days of same. The Contractor shall not be found in default for events arising due to Causes of Delay (see Section 4.14).

2. In the event the Contractor abandons this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement or is terminated for default by the Service Authority, the Contractor shall be liable to the Service Authority against any damages incurred pertaining to such termination.
3. In the event that the Contractor is terminated by the Service Authority for default and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under 4.13.C and the provisions in 4.13.C shall govern.
4. In addition, any of the following shall constitute a default for which the Service Authority shall have the right to terminate the Contract immediately, without penalty or liability:
    a) Contractor failure to make prompt payment to Subcontractor or Suppliers pursuant to the Contract requirements, including but not limited to any applicable provisions of the VPPA, Va. Code Ann. Section 2.2-4300 et seq.
    b) The Contractor is dissolved, becomes insolvent, generally fails to pay or admits in writing its inability generally to pay its debts as they become due.
    c) The Contractor makes a general assignment, arrangement or composition agreement with or for the benefit of its creditors or makes, or sends notice of any intended, bulk sale; the sale, assignment, transfer or delivery of all or substantially all of the assets of Contractor to a third party; or the cessation by Borrower as a going business concern;.
    d) The Contractor files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors or seeks or consents to the appointment of an administrator, receiver, custodian or similar official for the wind up of its business (or has such a petition or action filed against it and such petition action or appointment is not dismissed or stayed within 45 Days).
    e) The reorganization, merger, consolidation, liquidation, suspension of business operations or dissolution of the Contractor (or the making of any agreement therefor).

B. Termination for Non-Allocation of Funds

If the Service Authority does not allocate funds for any succeeding fiscal year subsequent to the one in which a contract is entered into, then the Service Authority may terminate the Contract upon thirty (30) Days prior written notice to the Contractor. The Service Authority shall be responsible only for work performed through the date of termination.

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C. Termination for Convenience of the Service Authority

1. The Contractor and the Service Authority agree that the Service Authority has the sole right to terminate any contract, or any Work or delivery required thereunder, from time to time either in whole or in part, whenever the General Manager of the Service Authority shall determine that such termination is in the best interests of the Service Authority.
2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Service Authority General Manager or designee, mailed or delivered to the Contractor, and specifically setting forth the effective date and conditions of the termination.
3. Upon receipt of such notice, the Contractor shall:
    a) Cease any further deliveries or Work due under the Contract, on the date, and to the extent, which shall be specified in the notice; and
    b) Place no further orders with any Subcontractor except as may be necessary to perform that portion of the Contract not subject to the Notice of Termination; and
    c) Terminate all subcontracts except those made with respect to contract performance not subject to the notice; and
    d) Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Service Authority's Purchasing Manager; and
    e) Use all reasonable efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.
4. After complying with the foregoing provisions, the Contractor shall submit a termination claim within six (6) months after the effective date of its termination, unless an extension is granted by the Service Authority's Purchasing Manager.
5. The Service Authority's Purchasing Manager, with the approval of the Service Authority's signatory to the Contract, shall pay all reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.
6. In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Service Authority's Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause.
7. For all contract performance prior to the effective date of Notice of Termination, the total of:
    a) Cost of work performed or goods delivered and accepted by the Service Authority.
    b) The cost of settling and paying any reasonable claims as provided in this section.

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c) A sum as profit on the cost of work performed or goods delivered determined by the Service Authority's Purchasing Manager to be fair and reasonable.
d) The total sum to be paid shall not exceed the total contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

8. In the event that the Contractor is not satisfied with any payments which the Service Authority's Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Directors of the Service Authority in accordance with the Dispute / Claim clause of the Contract.
9. The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that Subcontractor (s) make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the Service Authority whatsoever of loss or damage sustained by a Subcontractor (s) as a consequence of termination for convenience.

D. Termination by Mutual Consent

During performance of the Contract, if the Service Authority and the Contractor mutually agree that it would be in the best interests of both parties to agree to terminate the Contract, then fair and reasonable considerations shall be negotiated and the Contract deemed completed.

E. Termination for Cause

1. If the Contractor at any time determines the Service Authority to be in material breach of this Agreement, the Contractor shall provide notice of claim to the Service Authority within three (3) Days of such breach. Such notice shall specify the precise occurrence(s) of such breach and the Owner shall have four (4) Days to cure the breach.
2. This General SCADA Installation, Repair, and Preventive Maintenance Services Agreement may be terminated by either party upon seven (7) calendar Days written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.
3. In the event the Contractor abandons this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement or is terminated for cause by the Service Authority, the Contractor shall be liable to the Service Authority against any damages incurred pertaining to such termination.
4. In the event that the Contractor is terminated by the Service Authority for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under paragraph 4.13.C above and the provisions in paragraph 4.13.C shall govern.
5. If the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement is terminated or expires during an effective and ongoing project the terms and conditions of the General SCADA Installation, Repair, and Preventive

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Maintenance Services Agreement shall remain in full force and effect and shall continue to be binding.

F. Payment Upon Termination

1. In the event of any termination under Section 4.13, Contractor is entitled to invoice the Service Authority and receive full payment for all Work performed through the effective date of termination, subject to the provisions of Section 4.13.E for Termination for Cause by the Service Authority. This payment shall not include any interest, anticipated profit or lost opportunity costs of the Contractor. The Service Authority shall treat this invoice like an application for a progress payment, subject to retainage. The Service Authority shall not be required to release any retainage until the later of the date when the Work is finally completed by the Service Authority or another contractor, or one (1) year from the date of termination, whichever is later.
2. In the event of termination by the Service Authority for convenience or by Contractor for cause, the Contractor, in addition to its entitlements under paragraphs 4.13.C and 4.13.E, Contractor may invoice the Service Authority for services and expenses directly attributable to termination, including those provided and incurred both before and after the effective date of termination. Such costs shall include terminating contracts with Contractor's Suppliers and Subcontractors that are performing services or Work required by the Contract, and other related close-out costs, however, such expenses shall not include any anticipated profit or lost opportunity costs of the Contractor.
   The Service Authority shall make payment to the Contractor for reasonable and verifiable sums resulting from expenditures incurred by the Contractor attributable to termination of contract for convenience.
3. These remedies for termination are the Contractor's sole and exclusive remedies for termination, and the Contractor hereby waives any right to other compensation or damages in the event of termination of the Contract.

4.14 Causes of Delay

A. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is actually delayed, hindered or prevented by any cause which is unanticipated and beyond the reasonable control of the party affected thereby. Causes of delay which, if unanticipated and reasonably beyond the control of the party claiming delay may include but are not limited to the following: war (declared or undeclared), fire, riot, storm, hurricane, earthquake, tornado, strike or labor dispute not involving the Contractor's labor force, epidemic or Phase 5 or higher pandemic (as defined by the World Health Organization), act of terrorism or sabotage or any law, proclamation order, regulation, or ordinance of any government agency or any court, or any other cause similar to those enumerated above.

B. The party affected by any Causes of Delay shall give prompt written notice to the other party advising of the nature and extent of any Causes of Delay and advising of the effects of the Causes of Delay upon the completion and cost of the Work hereunder. The parties shall consult promptly with each other concerning the Causes of Delay and shall endeavor

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to agree upon mutually acceptable corrective action. In the event of a Causes of Delay which prohibits performance by the Contractor for more than sixty (60) Days, either party may terminate this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement for convenience and shall have no further obligation hereunder. Contractor shall be entitled to request an adjustment to the project schedule as a result of any such delay.

4.15 Prime Contractor

A. The Contractor shall act as the prime Contractor for all products, equipment, services, software or supplies marketed by other suppliers and shall assume full responsibility for the procurement and maintenance of such items or services. The Contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this Contract.

B. The Contractor shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All Subcontractors will be subject to review by the Service Authority in regard to competency and security concerns. After the issuance of this Contract no change in Subcontractors will be made without the prior written consent of the Purchasing Manager, or designee.

C. The Contractor shall be responsible for all insurance, permits, licenses, etc., for any and all Subcontractors. Even if the Subcontractor is self-insured, the Service Authority will require the Contractor to provide the insurance certificates.

4.16 Payments to Subcontractors

A. In the event that the Contractor utilizes a Subcontractor for any portion of the Work under this Contract, the Contractor shall take one (1) of the two (2) following actions within seven (7) Days after receipt of amounts paid to the Contractor by the Service Authority for work performed by a Subcontractor under the Contractor:

1. Pay a Subcontractor for the proportionate share of the total payment received from the Service Authority attributable to the work performed by that Subcontractor under the Contractor; or
2. Notify the Service Authority and any Subcontractors, in writing, of its intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.

B. Upon receiving a written notice from the Subcontractor, the Contractor shall pay interest to a Subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) Days following receipt by the Contractor of payment from the Service Authority for work performed by a Subcontractor under this Contract, except for amounts withheld under subsection 4.16.A.2 of this section. The Contractor's obligation to pay an interest charge to a Subcontractor pursuant to the provisions of this section will not be construed to be an obligation by the Service Authority. A contract modification will not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim will not include any amount for reimbursement for such interest charge.

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C. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of 3.0% per annum. The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to otherwise be subject to the same payment and interest requirements set forth in this section with respect to each lower-tier Subcontractor.

D. Any subcontract with a Subcontractor shall afford to the Contractor rights against the Subcontractor which correspond to those rights afforded to the Service Authority against the Contractor herein, including but not limited to those rights of termination as set forth herein.

E. No reimbursement shall be made to the Contractor for any Subcontractors that have not been previously approved by the Service Authority for use by the Contractor.

4.17 Acceptance of Service

All deliverables shall bear the name of Contractor except for deliverables prepared by a Service Authority authorized Subcontractor, which shall be properly identified as such and submitted by Contractor. The Service Authority shall determine the acceptability of all Deliverables.

4.18 Payment Terms

A. The Service Authority will remit full payment on all undisputed invoices in accordance with the terms of this Contract.

B. The Service Authority will pay interest at a rate of 3.0% per annum on all undisputed invoices not paid within thirty (30) Days after acceptance of the service(s), AND a properly completed invoice.

4.19 Material and Workmanship

A. The Contractor is solely responsible for the professional quality, technical accuracy, timely completion and coordination of all the products and/or services furnished under this Contract. The Contractor shall, without additional considerations, correct or revise any errors, omissions or other deficiencies in their services and/or products.

B. All equipment, material, and articles that the Contractor may incorporate into the performance of the contractual requirements shall be new and of the most suitable grade for the purpose intended. The term “new” is defined as of original nature, unused, not previously owned, and free of any damages or defects. The use of such used equipment, materials and articles under this Contract is strictly prohibited.

C. The Contractor shall be responsible for all Materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted by the Service Authority.

4.20 Modifications or Changes to the Contract

A. All modifications and changes to this Agreement shall be in writing.

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B. The Service Authority's General Manager or his designee shall have the sole authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order".

C. Change Orders shall be limited to reasonable alterations in the work to be performed, compensation or the time of performance.

D. The Contractor shall not perform any work described in any Change Order unless it has received a signed Change Order and purchase order from the Service Authority.

E. Once final payment has been requested and made, the Contractor only has sixty (60) Days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority shall consider that the Contractor has waived any right to claims against the Service Authority concerning the Contract.

4.21 Modifications to the Contract Due to Public Welfare, Change in Law or Ordinances

A. The Service Authority shall have the power to make changes to this Contract as the result of changes in laws or Ordinances of the Commonwealth of Virginia and/or Prince William County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare.

B. The Service Authority shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor.

C. In the event any future change in Federal, Commonwealth of Virginia or Prince William County law or the Ordinances that materially alters the obligations of the Contractor, or the benefits to the Service Authority, then the Contract shall be amended consistent therewith.

D. Should those amendments materially alter the obligations of the Contractor, then the Contractor or the Service Authority shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in the Contract shall require any party to perform any act or function contrary to law. The Service Authority and the Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the Service Authority and the Contractor shall negotiate in good faith, a reasonable and appropriate compensation for any additional services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this section.

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4.22 Waiver of Claims

Once final payment has been requested and made, the Contractor only has sixty (60) calendar Days to present or file any claims against the Service Authority concerning the Contract. After that period, the Service Authority will consider that the Contractor has waived any right to claims against the Service Authority concerning the Contract.

4.23 Disputes and Claims

A. If the Contractor wishes to make a contractual claim, whether for extra compensation, damages or any other relief, he shall give Service Authority Contract Administrator Notice in strict accordance with the Contract Documents. The Contractor's failure to comply strictly with the requirements of the Contract shall result in waiver of the claim. In any event, all contractual claims shall be submitted in writing no later than sixty (60) Days after final payment.

B. Resolution of any outstanding claims, counterclaims, disputes and other matters in question arising out of or relating to the Contract Documents to the extent not resolved by the parties hereto, shall be resolved exclusively by non-binding mediation if agreed to by both parties, or litigation in either the Circuit Court of Prince William County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division. These two courts shall have exclusive and binding jurisdiction and venue over any and all disputes arising under this Agreement. The parties voluntarily waive any and all rights to a trial by jury. The fact finder shall be the court, sitting without a jury; provided, however, that nothing contained herein shall be construed to invalidate the finality of Service Authority's decisions.

C. No Claims Against Individuals: No claim whatsoever shall be made by the Contractor against any officer, Board Member, Authorized Representative or employee of Service Authority for, or on account of, anything done or omitted to be done in connection with this Contract, and the Contractor shall be strictly liable for all costs, attorney's fees and expenses incurred by any individual or entity who is sued in violation of this section.

D. Disputes: In order to: (i) clearly identify the existence of a dispute between the parties and (ii) promote the prompt, efficient and fair resolution of each such dispute, the parties shall adhere strictly to the claims resolution procedure set forth below. Time is of the essence in meeting these requirements.

1. Claims Resolution Procedures
    a) In accordance with section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by section 2.2-4365, VA Code Ann.
    b) Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) Days after the occurrence of the event giving

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rise to the claim, or within ten (10) Days of discovering the condition giving rise to the claim, whichever is later.

c) Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator.

d) The decision of the Contract Administrator shall be rendered in writing within thirty (30) Days from the receipt of the claim from the Contractor.

e) If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may appeal the claim with the Service Authority's Chief Financial and Business Operations Officer within thirty (30) Days of the Contract Administrator's decision.

f) The Service Authority Chief Financial and Business Operations Officer's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the claim from the Contractor.

g) If the Contractor is not satisfied with the decision or resolution of the Chief Financial and Business Operations Officer, the Contractor may appeal the claim to the Service Authority General Manager within thirty (30) Days of the Chief Financial and Business Operations Officer's decision. The Contractor may submit the appeal to the Service Authority General Manager by mailing or otherwise furnishing the Chief Financial and Business Operations Officer a copy of the claim and a request for the Service Authority General Manager's determination.

h) The Service Authority General Manager's decision on the claim shall be rendered in writing to the Contractor within thirty (30) Days of receipt of the appeal from the Contractor, and shall be final and binding on behalf of Service Authority, unless the Contractor files a lawsuit against the Service Authority.

i) Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

j) In accordance with the provisions of section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Service Authority Board of Directors of the Service Authority arising out of this Contract.

4.24 Compliance with Occupational Safety and Health (OSHA) Requirements

A. All services, practices and items furnished shall comply with the Federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, Commonwealth of Virginia, and/or local safety or environmental codes. Lack of knowledge of these requirements will not relieve the Contractor of their responsibilities.

B. Suppliers/providers including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

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C. The Contractor certifies that all Materials and equipment used in the performance of and/or delivered under this Contract shall meet all applicable OSHA or Commonwealth of Virginia requirements. If any material or equipment is subsequently found to be non-compliant with any applicable OSHA or Commonwealth of Virginia requirement, all costs necessary to comply with the requirement shall be borne solely by the Contractor.

4.25 Records and Right to Audit

A. Contractor shall maintain and require Subcontractors to maintain complete and correct records, books, documents, papers and accounts pertaining to the Work performed in connection with this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement including without limitation, reasonable substantiation of all incurred invoice costs pre-approved by the Service Authority.

B. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Service Authority or any authorized Service Authority representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the Service Authority of any fees or expenses based upon such entries.

C. Audit under this provision is to be according to conditions applicable, including, but not limited to, the Section entitled “Termination for Cause”, the Section entitled “Termination for Convenience”, and EXHIBIT D “Invoicing Procedures”, plus all other General SCADA Installation, Repair, and Preventive Maintenance Services Agreement provisions, including quantities billed, excepting that specified lump sum, fixed percentage, and unit prices are not subject to audit.

D. Audit access to the Contractor’s records in lump sum or unit price areas when applicable shall be sufficient to satisfy the Service Authority that all quantities meet the specifications and terms under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement including verification of the Contractor’s payments to its suppliers and Subcontractors. The Contractor shall remit promptly to the Service Authority the amount of any adjustment resulting from audit.

E. Refusal of the Contractor to comply with the provisions in this Section shall be grounds for immediate termination for cause by the Service Authority of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

F. Records pertaining to Hourly Rates and Contractor’s personnel information shall be made available to the Service Authority to allow audit of the Work, provided that Service Authority shall take all steps necessary to ensure such information is maintained as Confidential Information as defined herein.

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G. The provisions of this Section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.26 Strikes or Lockouts

The Service Authority will not compensate the Contractor for any expense or delay caused to the Contractor by a strike, slowdown, lockout, or other concerted employee work interrupting activity by employees of the Contractor or Subcontractor except adjustment of the Contract time where warranted, which shall be solely at the Service Authority's discretion.

4.27 Ownership of Documents/Deliverables

A. All contracts and subcontracts for the preparation of reports, studies, plans, drawings, Specifications, or other data entered into by the Contractor for a project shall provide that all such documents, in electronic form, facsimile or hard-copy and the respective rights obtained by virtue of such subcontracts shall be considered Work Product and become the property of the Service Authority.

B. All finished or unfinished documents, including, but not limited to, detailed reports, studies, calculations, plans, Drawings, surveys, maps, models, photographs, Specifications, and all other data pertaining to or prepared for the Service Authority or furnished by the Contractor pursuant to this Agreement or any Work shall be and shall remain at all times, throughout the life of the Contract and thereafter, the property of the Service Authority, whether the project for which they are made is completed or not, and shall be delivered by the Contractor to Service Authority within ten (10) calendar Days after receipt of written notice requesting delivery of said documents.

C. The Contractor shall have the right to keep one (1) record set of the documents upon completion of the Work; however, in no event shall the Contractor use or permit to be used, any of the documents without the Service Authority's written authorization.

D. Any reuse of such documents by the Service Authority without the written verification or adaptation by the Contractor for the specific purpose intended will be at the Service Authority's sole risk.

E. At the conclusion of its Work and before final payment, or from time to time as may be required by the Service Authority, the Contractor shall release and deliver to the Service Authority any and all such originals, provided, however, that the Contractor may, with the Service Authority's approval, reproduce such originals for the purpose of the Contractor's record file of the Work. The Contractor shall not sell, copy, or reuse any Drawings in total or in part for any other project, except with the prior written permission of the Service Authority.

F. Except as otherwise agreed and documented with respect to the Service Authority's Materials and Work Product or Works Made for Hire, Contractor shall retain all right, title and interest, including all Contractor Intellectual Property Rights, in and to the Contractor Material.

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G. Any of the Contractor's Intellectual Property incorporated into or delivered to the Service Authority as Work Product or Works Made for Hire shall be licensed to the Service Authority without additional cost for reasonable use in the course of its business.

4.28 Authorized Workforce Documentation (E-Verify)

Within five (5) Days from notice of award of the Contract, the Contractor may be required to submit to the Procurement Officer documentation that each employee, worker, and all Subcontractors or employees and workers are authorized to work within the United States. This documentation must include appropriate eligibility information from the U. S. Citizenship and Immigration Services E-Verify website.

4.29 Material Breach

If the Contractor at any time determines the Service Authority to be in material breach of this Agreement, the Contractor shall follow provisions outlined in Section 4.13. E.1.

4.30 Right to Require Performance

The failure of the Service Authority at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the Service Authority thereafter to enforce same nor shall waiver by either Party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

4.31 Waiver

A. No Oral Waivers. The parties may waive this Agreement only by writing executed by the party or parties against whom the waiver is sought to be enforced.

B. Effect of Failure, Delay or Course of Dealing. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or stopped of any right, remedy or condition.

C. Each Waiver for a Specific Purpose. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

4.32 Service Authority's Responsibilities

A. Assist the Contractor by placing at its disposal all reasonably available information as may be requested in writing by the Contractor and allow reasonable access to all pertinent information relating to the services to be performed by the Contractor. Contractor shall use and rely on such information for informational purposes only and shall carefully review, analyze, and verify the contents and suitability of the information before proceeding with the Work.

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B. Furnish to the Contractor, at the Contractor's request, all existing studies, reports and other reasonably available data pertinent to the services to be provided by the Contractor.

C. Arrange for access to and make all reasonable provisions for the Contractor to enter upon Service Authority's public property as required for the Contractor to perform services.

D. In the event that Contractor believes the Service Authority is not reasonably complying with the requirements of the sections above, Contractor shall immediately provide written notice of such non-compliance to the Service Authority.

E. The Service Authority reserves the right to use either directly, or through assignment to another entity, any Subcontractor of the Contractor to perform work outside of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, as required and as deemed appropriate by the Service Authority.

4.33 Avoidance of Conflicts of Interest

A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for the Service Authority. The Contractor shall conscientiously avoid a conflict of interest with regard to work for the Service Authority, but when unavoidable, the Contractor shall take the following action:

1. Disclose in writing to the Service Authority the full circumstances as to possible conflict of interest;
2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the Service Authority; and
3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the Service Authority.

B. The Contractor shall promptly inform the Service Authority of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to the Service Authority.

C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with the Service Authority in connection with Work for which they are responsible.

E. The Contractor and its employees shall be bound by the provisions of the Service Authority Code of Ethics provided in the Service Authority's purchasing regulations, as may be amended from time to time, which standards shall by this reference be made a part of this

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General SCADA Installation, Repair, and Preventive Maintenance Services Agreement as though set forth in full.

F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

4.34 Exclusive Service

A. The Contractor agrees not to accept employment during the time this Agreement is in effect which might be construed as a conflict of interest with the Contractor's Work for the Service Authority. The Contractor shall conscientiously avoid a conflict of interest with regard to work for the Service Authority, but when unavoidable, the Contractor shall take the following action:

1. Disclose in writing to the Service Authority the full circumstances as to possible conflict of interest; and
2. Assure in writing that the conflict will in no manner influence its judgment or the quality of its services to the Service Authority; and
3. Decline to accept financial or other forms of compensation from more than one employer or client for services on the same project or services pertaining to the same project without the prior written consent of the Service Authority.

B. The Contractor shall promptly inform the Service Authority of any business associations, interest or circumstances which may be influencing its judgment or the quality of its services to the Service Authority.

C. The Contractor shall not solicit or accept financial or other valuable considerations from material or equipment suppliers for specifying their products.

D. The Contractor shall not solicit or accept gratuities directly or indirectly from contractors, their agents or other parties dealing with the Service Authority in connection with Work for which they are responsible.

E. The Contractor and its employees shall be bound by the provisions of the Service Authority Code of Ethics provided in the Service Authority's purchasing regulations, as may be amended from time to time, which standards shall by this reference be made a part of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement as though set forth in full.

F. The Contractor agrees to incorporate the provisions of this Section into any subcontract.

4.35 Insurance

A. The Contractor shall maintain insurance in the amounts and forms set forth below and shall provide a Certificate of Insurance to the Service Authority.

B. The Contractor shall comply with the insurance requirements set forth in Section 4.36 below.

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C. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith.

D. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from Contractor's action, omission, commission, or operation of the Contractor under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, or in connection in any way whatsoever with the contracted work.

4.36 Insurance Limits of Liability

A Certificate of Insurance with limits as specified in EXHIBIT C shall be required at the time of award. The limits of liability for the insurance required shall provide coverage for not less than the amounts shown in EXHIBIT C or greater where required by law.

4.37 Additional Insurance Terms and Conditions

A. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.

B. The Contractor shall provide insurance issued by companies admitted or authorized to do business within the Commonwealth of Virginia, with the Best's Key Rating of at least A-:VII.

C. The Contractor shall provide an original, signed certificate of insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Service Authority's Procurement Department before any work is started.

D. The Contractor shall obtain and retain copies of insurance policies of its Subcontractors, which Contractor shall make available to the Service Authority on demand. The Contractor may redact certain confidential information, provided such redaction will not impact the Service Authority's ability to understand the insurance coverage terms. The Contractor shall remain responsible under this Agreement for acts and omissions of its Subcontractors. The Contractor shall ensure the same terms and conditions are conveyed to all Subcontractors, to include all insurance requirements and limits described in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

E. In the event of a claim the Contractor will provide on demand, copies of all insurance coverage on behalf of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement within ten (10) Days of demand by the Service Authority. These copies will be sent to the Service Authority from the Contractor's insurance agent or representative. The Contractor may redact certain provisions that it deems to contain confidential information, provided such redaction will not impact the Service Authority's ability to understand the coverage terms.

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F. The Contractor shall furnish a new certificate prior to any expiration or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the Service Authority's Procurement Department.

G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within thirty (30) Days of written notice at time during the contract term, the Service Authority shall have the absolute right to terminate this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement without any further obligation to the Contractor, and the Contractor shall be liable to the Service Authority for the entire additional cost of procuring the incomplete portion of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement at time of termination.

H. Compliance by the Contractor and all Subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liabilities and obligations under this Section or under any other section or provisions of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

I. Contractual and other liability insurance provided under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall not contain a supervision, inspection, or services exclusion that would preclude the Service Authority from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the Subcontractors and any person employed by the Subcontractor.

J. Nothing contained herein shall be construed as creating any contractual relationship between any Subcontractor and the Service Authority. The Contractor shall be as fully responsible to the Service Authority for the acts and omissions of its Subcontractor and of person employed by them as it is for acts and omissions of persons directly employed by it.

K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

L. The Contractor and all Subcontractors shall comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

M. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Service Authority's Procurement Department, may be considered.

N. The provisions of this Section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

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4.38 Representative of Service Authority and Contractor

A. The Service Authority Contract Administrator designates the Service Authority's Project Manager, as the person to whom all communications pertaining to the Day-to-Day conduct of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be addressed.

B. The Contractor appoints the Contractor Project Manager, as specified in this Agreement, as the Contractor's Representative to whom all communications pertaining to the Day-to-Day action of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be addressed.

4.39 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be predicated upon any prior representations or agreements whether oral or written.

4.40 Contractor's Responsibilities

A. The Contractor shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement which as a matter of law are applicable to or which affect the procedures of the Contractor.

B. The obligation of the Contractor to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

C. The Contractor shall employ fully qualified, skilled and properly trained personnel capable of performing the required Work as identified herein. The Contractor is responsible for the conduct of all personnel, including Subcontractors, while on the jobsite. The Contractor is responsible for the actions and interactions of its employees and Subcontractors with Service Authority staff, its customers, suppliers and Contractors. The Contractor shall ensure that its employees and Subcontractors behave professionally and consistent with the Service Authority's vision and values in all Work performed on its behalf. The Service Authority reserves the right to reject Contractor's personnel that the Service Authority determines, in its sole discretion, to be unqualified to perform the Work or for improper behavior during Work performance. The Service Authority further reserves the right to request that Contractor replace any worker deemed unsuitable by the Service Authority.

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D. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as exercised by members of the same profession currently practicing under similar circumstances.

If at any time during the term of any contract for which the Contractor has provided work, it is determined that the Contractor's Deliverables, Work Product or services fail to conform to the above standard of care for the Work, upon written notice from the Service Authority, the Contractor shall immediately proceed to correct the Work, re-perform the Work which fail to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said Work.

The Service Authority's rights and remedies under this Section are in addition to, and are cumulative of, any and all other rights and remedies provided by this General SCADA Installation, Repair, And Preventive Maintenance Services Agreement, equity or otherwise.

E. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

F. Any and all Drawings, plans, Specifications, or other construction documents or Deliverables prepared by the Contractor shall conform to the standard of care in Section 5.39.3 above. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the Service Authority.

G. Information provided by the Service Authority is for informational purposes only. The Contractor shall be responsible to validate or field verify key information as specified in each work agreement. When documenting in reports or technical memoranda, the Contractor shall identify the data used and whether it has or has not been validated or field verified. The Contractor shall identify data requirements that would improve the accuracy of recommendations and cost estimate of the Work, when data used has not been validated or field verified. The Contractor shall sign and execute the Service Authority's Data Usage Agreement, a Service Authority's document outlining the Service Authority's processes, procedures and policies regarding Service Authority data.

H. Contractor shall provide seven (7) copies of any written studies furnished under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement in a format acceptable to the Service Authority.

I. Key Personnel: Prior to the execution of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, and prior to the commencement of any work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the Contractor shall submit a listing of all Key Personnel expected to be assigned to Work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement. All employees of the Contractor performing Work

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under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number.

J. The Contractor shall not add, remove or reassign the Contractor's Key Personnel, as defined herein, from performance or positions in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement without written approval from the Service Authority.

K. In addition, the Contractor shall submit a formal written request to the Service Authority prior to adding, removing and/or reassigning Contractor personnel as specified below.

L. Contractor shall submit a formal written request to the Service Authority no later than fifteen (15) Days prior to the addition, removal and/or reassignment of Key Personnel. The Contractor shall add, remove or reassign such Key Personnel only after receiving approval in the form of a written modification from the Service Authority. Replacement Personnel shall have equal quality professional experience and expertise to perform the services, subject to the Service Authority approval.

M. Key Personnel are defined, as those individuals assigned as follows:

Name	**Function/Title**
Don Li	Project Manager

N. The Contractor shall designate a Contractor's Project Manager (designated as Key Personnel in Section 4.40.M) subject to the Service Authority's approval. So long as the Project Manager performs in a manner acceptable to the Service Authority and remains in Contractor's employment, the Contractor shall comply with the requirements above.

O. Project Team: Prior to the execution of this Agreement, and prior to the commencement of any Contractor Services under this Agreement, the Contractor shall submit a list of all Project Team personnel expected to be assigned to perform Contractor Services under this Agreement for Service Authority's review and approval. All employees of the Contractor performing Work under this Agreement must be legally documented employees of the Contractor and paid under the Contractor's Federal tax identification number. The Contractor shall not add, remove, or reassign the Project Team personnel, as defined herein, from performance or positions in this Agreement without approval of the Service Authority.

P. All Contractor personnel assigned to the Work are subject to approval by the Service Authority prior to performing any Work. The Contractor shall immediately replace any proposed Contractor personnel not approved by the Service Authority with personnel acceptable to the Service Authority and the Service Authority shall not be responsible for any payment for Work performed by Contractor personnel not approved by the Service Authority prior to commencement of such performance. The Contractor shall remove any Contractor personnel from performing any Work if requested by the Service Authority

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which notice shall be at the Service Authority's sole discretion. The Contractor shall provide resumes and other supporting documentation, if requested by the Service Authority, for any Contractor personnel proposed to do Work or currently working on Service Authority Work. All subsequent Task Orders shall use only the Service Authority approved Authorized Personnel listed in the Agreement.

Q. In performance of Work (including labor work of Contractor employees and/or Subcontractors) under this Agreement outside of the United States is strictly prohibited unless requested in writing by the Contractor and approved in advance in writing by the Service Authority General Manager or his designee.

    1. Upon approval, the Service Authority and Contractor shall negotiate and agree upon applicable compensation (labor rate limits and Multiplier factor) prior to any Work being performed outside the United States under this Contract.
    2. The Contractor shall provide to the Service Authority for its approval, any and all security measures proposed to preserve the Service Authority's assets in performance of the Work.

R. The Contractor shall perform the required services in fulfilling the Work requirements and shall notify the Service Authority in advance of performing any Work activities beyond the scope of the work requirements.

S. The Contractor is responsible for reviewing all tasks to ensure best available technology is being used for best results/outcomes.

T. Contractor covenants that the services provided by it hereunder will be of the highest professional quality and conform to all generally accepted practices governing the design and development of software of the same general nature and complexity.

U. The Contractor further covenants that Contractor shall not knowingly introduce through any means, any virus, worm, malware ransomware, trap, trap door, back door, or any contaminant or disabling devices, including, but not limited to, timer, clock, counter, or other limiting codes, commands, or instructions intended to damage or disable ("Harmful Code") the software or any Service Authority data or other intellectual property used by Service Authority. In the event Contractor introduces such Harmful Code, Contractor shall immediately, and at Contractor's sole expense, replace and install all copies of the software containing the Harmful Code.

V. Notwithstanding anything else contained in this Agreement, the covenants and warranties in paragraph 4.40.V and 4.40.W shall be deemed to be a warranty for current and future performance and shall continue until and for so long as Contractor is engaged to provide services to Service Authority with respect to the software developed hereunder, including the maintenance and enhancement thereof.

W. The Contractor has access to all materials, equipment and labor necessary to complete the Work within the Contract Times

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4.41 Certifications of Wage Rates

Signature of this Agreement by the Contractor certifies that the wage rates and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the Service Authority determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The Service Authority shall exercise its rights under this clause within three (3) years following final payment.

4.42 Notices

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For Contractor E-Merge Systems, LLC Attn: Operations 100 Global View Drive, Suite 200 Warrendale, PA 15086-7612	With Copy to
For Service Authority PWCSA Attn: Procurement Department 4 County Complex Court Woodbridge, VA 22192	With Copy to Bean Kinney & Korman PC Attn: Mr. Mark Viani 2311 Wilson Blvd., Suite 500 Arlington, VA 22201

4.43 Confidentiality

A. The Service Authority is a public entity and, as such is subject to and supports the provisions of the Virginia Freedom of Information Act ("Virginia FOIA") and VPPA Section 2.2-4342, Public Inspection of Certain Records.

B. Except as provided in the VPPA Section 2.2-4300 et seq., all proceedings, records, contracts and other public records relating to the Service Authority's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with Virginia FOIA.

C. The Contractor may seek protection from disclosure of its trade secrets or proprietary information submitted to the Service Authority in connection with this Agreement, the

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procurement of the same, and its services hereunder; provided, however, that the Contractor must:

1. Invoke the protections of VPPA Section 2.2-4342(F) prior to or upon submission of the data or other materials,
2. Identify the data or other materials to be protected, and
3. State the reasons why the protection is necessary.

D. If Contractor, when submitting materials to the Service Authority, requests that those materials not be disclosed under applicable law, the Service Authority consequently denies a request for the disclosure of such materials based on the Contractor's request, and the Service Authority's denial of the request for disclosure is challenged in court, the Contractor shall indemnify, hold harmless and defend the Service Authority, its officers, directors and employees from any and all costs, damages, fees and penalties (including but not limited to any attorneys' fees and other costs related to the litigation) relating thereto.

E. The Service Authority shall determine whether materials submitted by the Contractor are subject to disclosure in the Service Authority's sole discretion, and the Service Authority shall have no obligation to withhold disclosure of any materials it believes are subject to disclosure.

F. The Service Authority, its officers, directors and employees shall have no liability to the Contractor for such disclosure of materials provided by the Contractor.

G. The Service Authority reserves the right to seek an opinion of the Attorney General of Virginia as guidance on matters regarding the disclosure of materials submitted by the Contractor and the applicability of Virginia FOIA, VPPA and this Agreement, with all such costs and expenses of doing so being at the sole expense of the Contractor.

H. Confidential Information means with respect to the Service Authority, all business and technical information of the Service Authority provided to Contractor in performance of the Work which are not subject to disclosure under Virginia FOIA or the VPPA, and with respect to Contractor, all business and technical information of Contractor provided to the Service Authority in connection with the performance of the Work including the Intellectual Property Rights which are designated as Confidential Information and are not subject to disclosure under Virginia FOIA or the VPPA.

I. The parties shall:

1. Keep, and not disclose to any third parties, any Confidential Information of the other party;
2. Maintain and use the Confidential Information of one another only for the purposes of this Agreement and only as permitted herein;
3. Only make copies of the Confidential Information as specifically authorized by the disclosing party and with the same confidential or proprietary notices as are on the original;

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4. Restrict access and disclosure of Confidential Information to their employees or agents who have a "need to know"; and
5. Use commercially reasonable efforts, which shall be no less stringent than those efforts that each party uses to protect its own Confidential Information, to prevent the other's Confidential Information from being disclosed or used in violation of this Agreement; provided, however, that Contractor may disclose Service Authority's Confidential Information to its Subcontractors who are involved in performing any Services on behalf of Contractor, have a need to know such Confidential Information in order to carry out their responsibilities and have included this confidentiality clause in their contract with the Contractor.

J. The parties shall return or destroy all Confidential Information of the other party upon termination of this Agreement or upon written request of the other party.

K. Notwithstanding the forgoing, if a receiving party becomes legally compelled to disclose any of the Confidential Information of the disclosing party, the receiving party shall provide the disclosing party with prompt written notice thereof so that the disclosing party may seek a protective order or other appropriate remedy or, if appropriate, waive compliance with the provisions of this Agreement.

L. If such protective order or other remedy is not obtained, or the disclosing party waives compliance with the provisions of this Agreement, the receiving party shall:

1. Furnish only that portion of the Confidential Information of the disclosing party that, upon the advice of legal counsel, is legally required to disclose, and
2. Exercise reasonable efforts to obtain assurance that confidential treatment will be afforded such Confidential Information.

M. In the event of a breach or threatened breach of this Section the parties recognize that money damages shall not be an adequate remedy, and therefore, in addition to any other legal or equitable remedies, the parties shall be entitled to seek an injunction, or other equitable relief or remedies, against such breach without necessity of posting bond or security, which is waived.

N. The Contractor shall not divulge any confidential, proprietary, draft or for official use only information (including portions of materials) concerning the Project(s) or provided to it by the Owner or any of the Owner's employees, consultants, contractors or agents, to anyone (including, for example, information on applications for permits, variances, and so forth) without the Owner's written consent, which may be given or withheld in the Owner's sole and unfettered discretion. The Owner shall designate such information as "Confidential", "Proprietary", "Draft", or "For Official Use Only". The Contractor shall obtain similar assurances from all those persons (including its employees or independent contractors) or firms retained by the Contractor pursuant to this Agreement. The Contractor further acknowledges and agrees that substantial damage will accrue to the Owner if this nondisclosure provision is breached by the Contractor or anyone for whom it is responsible, and therefore the Contractor agrees to pay any and all actual damages, costs or losses

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suffered by the Owner in the event there is a breach of this provision of this Agreement and to be subject to an injunction to enforce this provision. The Owner reserves the right to release any and all information relative to the Project, including, but not limited to, the time of release and the form and content hereof. This requirement shall survive the termination or expiration of this Agreement.

O. The Contractor shall not include or disclose, or permit to be disclosed, any photographic, artistic, text, recorded or written testimonials or names or contact information for any of the Owner's personnel, or other reference to the Project or the Owner, or any materials received in connection with the Project, in any of its promotional marketing materials, studies, research, advocacy proposals, publications or social media. This requirement shall survive the termination or expiration of this Agreement.

P. In its performance of Work under this Agreement and any applicable Task Order, if the Contractor is required to offer comments, opinions or testimonials on a specific subject matter related to the Work under this Agreement, under no circumstance shall the Contractor offer unsolicited written comments, opinions or testimonials other than what is specifically requested, or without the express written consent of the Service Authority. This requirement shall survive the termination or expiration of this Agreement.

4.44 Headings

Headings are for convenience of reference only and shall not be considered in any interpretation of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.45 Exhibits

Each Exhibit referred to in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement forms an essential part of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement. The Exhibits, if not physically attached, should be treated as part of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement and are incorporated by reference.

4.46 Counterparts

This General SCADA Installation, Repair, and Preventive Maintenance Services Agreement may be executed in several counterparts, each of which shall be deemed an original and shall constitute one and the same instrument.

4.47 Words and Phrases

Where the words "required", "approved", "approval", "satisfactory", "determined", "acceptable", or words of like import are used in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, action by the Service Authority is indicated unless the context clearly indicates otherwise, and all work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its contractual responsibilities for performance of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

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Wherever it is provided in the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement that the Contractor shall perform certain work "at its own expense", or "without charge", or that certain work will not be paid for separately, such words mean that the Contractor shall not be entitled to any additional compensation from the Service Authority for such work.

4.48 Notice of Commencement/Notice to Proceed

Contractor shall not commence the Work until:

A. All insurance to be furnished hereunder has been approved by the Service Authority;

B. Contractor has received a Service Authority purchase order and written Notice to Proceed or Notice of Commencement from the duly authorized representative of the Service Authority for Work under the Agreement; and,

4.49 Nonwaiver of Defaults (NOT USED)

4.50 Patent Indemnity

Subject to the limitations set forth in this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the Contractor shall indemnify, save harmless and defend the Service Authority and the Service Authority officers, agents and employees (collectively "Service Authority Indemnified Party") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any infringement of any patent or patents related in any manner to the subject matter of the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement documents prepared by the Contractor; provided, however, that any Service Authority Indemnified Party may, at its option, be represented in any such suits, actions or legal proceedings by attorneys of either party's own selection at its own expense.

In case any deliverable, document or other Work Product produced by or recommended by Contractor as part of its services provided under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, is held to constitute infringement of any patent or patents and its use on or for the Service Authority's project is enjoined, the Contractor shall, at its sole expense, either procure for the Service Authority the right to continue using the equipment, material, or facility that contains the infringement, replace the same with non-infringing equipment, material or facilities, or modify it so it becomes non-infringing.
The provisions of this Section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.51 Contractor's Equipment and Facilities

A. The Contractor's and all Subcontractors' equipment shall be maintained in safe and good working order for the particular operating conditions. Use of equipment not meeting these requirements shall be discontinued until repaired. The Service Authority reserves the right

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to immediately direct the Contractor to discontinue the use of any substandard and/or unsafe equipment.

B. As requested by the Service Authority, the Contractor shall, at its own expense, repair or replace any substandard equipment used in performance of the work under this Agreement.

C. All commercial motor vehicles shall meet all U.S. Department of Transportation (DOT) and Virginia Department of Transportation (VDOT) requirements.

4.52 Use of Service Authority's Equipment or Facilities

A. Circumstances may arise where the Contractor requests the Service Authority to make available to the Contractor certain equipment or facilities belonging to the Service Authority for the performance of the Contractor's work under this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

B. If the Service Authority agrees to such request, the equipment or facilities will be charged to the Contractor at agreed rental rates. Under such circumstances, the Contractor shall assure itself of the safety of such equipment before use and shall assume all risks and responsibilities in its use of the equipment.

C. The Contractor hereby agrees to indemnify the Service Authority from any liabilities that may arise from the Contractor's use and upon its return to the Service Authority to establish its condition and substantiate whether or not any part of the equipment used by the Contractor has been overstressed or damaged in any way as a result of its use, other than ordinary wear and tear. The cost of repairs or replacement to correct such overstress damage resulting from such use shall be at the Contractor's expense.

D. The provisions of this sub section shall survive termination, cancellation and expiration of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.53 Contractor's Security Responsibilities

A. The Contractor shall at all times conduct its operations under the General SCADA Installation, Repair, and Preventive Maintenance Services Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to any property and/or documents. The Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of a loss, theft, or damage of its property or that of the Service Authority.

B. The Contractor shall comply with all applicable laws and regulations. The Contractor shall cooperate with the Service Authority on all security matters and shall promptly comply with any project security requirements established by the Service Authority.

C. Such compliance with these security requirements shall not relieve the Contractor of its responsibility for maintaining proper security for the above noted items, nor shall it be

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construed as limiting in any manner the Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

D. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft, or vandalism and shall furnish these reports to the Service Authority within six (6) hours of becoming aware of the incident.

E. Representatives and employees of the Contractor must enter the Service Authority property through an entrance designated by Service Authority, and must adhere to all security rules and regulations, and Contractor agrees to comply and cause compliance by its Subcontractors therewith.

F. The Contractor may obtain authorization for trucks and other vehicles to enter the Service Authority's property subject to compliance with the Service Authority's rules and regulations.

G. The Service Authority will accept no responsibility for replacement of, protection to, or policing of, the Contractor's equipment, tools or materials which are furnished or used in its work at the Service Authority's property.

H. The Contractor shall conduct, or has conducted, a criminal background check at its own expense on each of its employees engaged in performing Work under this Contract prior to the commencement of such services. No Contractor employee shall be eligible to perform Work for the Service Authority if he or she, to the Contractor's knowledge, (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust including, but not limited to, check kiting or passing bad checks; embezzlement, drug trafficking, forgery, burglary, robbery, theft, perjury; possession of stolen property, identity theft, fraud, money laundering, shoplifting, larceny, falsification of documents; and/or (2) has been convicted of any sex, weapons or violent crime including but not limited to homicide, attempted homicide, rape, child molestation, extortion, terrorism or terrorist threats, kidnapping, assault, battery, and illegal weapon possession, sale or use.

I. The Contractor also agrees that all of its contracts or other agreements with Subcontractors and vendors shall prohibit the Subcontractors and vendors from assigning any employee providing services for the performance of Work for this Agreement without first performing or obtaining a criminal background check on such employee.

J. In addition, the Contractor shall not tolerate any inappropriate behavior on the Service Authority's public property and shall immediately remove from the property any Contractor personnel who is found to be engaging in any inappropriate behavior.

4.54 Damage of Property

The Contractor shall replace any lost or stolen property, repair any damage of whatever kind or character, whether publicly or privately owned, including the property of the Service Authority, to the extent caused by its operations (including its Subcontractors).

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The provisions of this Section shall survive termination, cancellation and expiration of this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

4.55 Inspection of Work

The Service Authority shall at any and all times have access to the Work being performed under this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, and all aspects thereof and to the premises affected thereby, for inspection purposes including the utilization at the Service Authority's expense of third-party inspectors, and the Contractor shall provide proper facilities for such access and inspection.

4.56 Cooperation

Service Authority or other parties may perform work, including the normal operations of the Service Authority, in the vicinity of or on the premises affected by this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, and the Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. The Service Authority reserves the right to require the Contractor to schedule the order of performance of its work in such a manner as will minimize interference with the work of any of the parties involved and the Contractor acknowledges that such interferences will not constitute cause for additional compensation to the Contractor.

4.57 Progress

A. If requested by the Service Authority's Project Manager, prior to commencement of the Work, the Contractor shall prepare and submit to the Service Authority for approval, a progress schedule indicating the proposed dates for the starting of and completion of the various parts of the Work outlined herein.

B. The Contractor shall give the Service Authority full information in advance as to its plans for performing each part of its Work. If at any time the Contractor's progress is inadequate to meet the requirements of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the Service Authority may so notify the Contractor who shall thereupon take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by the Service Authority, the Contractor does not improve performance to meet the currently approved General SCADA Installation, Repair, and Preventive Maintenance Services Agreement Schedule, the Service Authority may require an increase in the Contractor's labor force, the number of shifts, overtime operations or additional Days of work per week. Neither such notice by the Service Authority nor the Service Authority's failure to issue such notice shall relieve the Contractor of its obligations to achieve the quality of work and rate of progress required by this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

C. Failure of the Contractor to comply with the Service Authority's instructions may be grounds for termination, in accordance with the applicable provisions of this this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement.

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4.58 Assignment Upon Termination

The Contractor Work Product shall become the property of the Service Authority upon payment for services performed, as they are performed and the Contractor shall within ten (10) working Days of receipt of written direction from the Service Authority, delivery to either the Service Authority or its authorized designee, all Work Product in its possession, including but not limited to, designs, Specifications, Drawings, studies, reports and all other documents and data in the possession of the Contractor pertaining to such work agreement. Upon the Service Authority's request, the Contractor shall additionally assign its rights, title and interest under any Subcontractor's agreements to the Service Authority.

4.59 Order of Precedence

In the event of an inconsistency between provisions of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, the inconsistency shall be resolved in the following order:

A. Change Order B. Agreement C. Addendum/Addenda

D. Solicitation

4.60 Severability

If any term or provision of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement shall be deemed valid and enforceable to the extent permitted by law.

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IN WITNESS WHEREOF, the parties hereto have made and executed this General SCADA Installation, Repair, and Preventive Maintenance Services Agreement on the respective dates under each signature: The Service Authority, signing by and through its General Manager, attested to by its Service Authority Notary, duly authorized to execute same and by Contractor by and through its duly authorized officer(s) to execute same.

This Agreement will be effective on August 3, (which is the Effective Date of this Agreement).

Contractor
E-MERGE SYSTEMS, LLC

By: Mandy Lynn Urey — Vice President
NAME — TITLE

By: DocuSigned by: Mandy Lynn Urey 64BF3736F5044F5... — 8/3/2022
SIGNATURE — DATE

Service Authority
PRINCE WILLIAM COUNTY SERVICE AUTHORITY

By: Jerry Stokes — Procurement Manager
NAME — TITLE

By: J Stokes Digitally signed by J Stokes DN: DC=org, DC=pwcsa, OU=Authority, OU=SPITTLE, OU=PUR, CN=J Stokes Reason: I am the author of this document Location: your signing location here Date: 2022-08-03 14:41:27 Foxit PhantomPDF Version: 9.7.1 — 8/03/202
SIGNATURE — DATE

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EXHIBIT A SCOPE OF WORK

1. General:

The Contractor shall provide all mobilization, demobilization, supervision labor, permits, tools, travel, materials, equipment, supplies, incidentals, storage, PPE, delivery, hardware, software, resources and workmanship. The Contractor shall provide complete and satisfactory performance of various types of General SCADA Installation, Repair and Preventive Maintenance Services. The Contractor shall provide the necessary means and methods (i.e., ladder, scaffolding, lifts, demolition) to accommodate access for all Work, and shall make available to its personnel all standard tools of the trade and trade consumables, accessible to ensure completion of the Work.

2. Qualifications:

The Contractor shall be a "systems integrator" regularly engaged in the design, programming, installation, and maintenance of SCADA Systems, PLCs, VFDs, RVSS, instrumentation systems and their associated subsystems as they are applied to the municipal water and wastewater industry.

The Service Authority defines a "systems integrator" as an organization that complies with all of the following criteria:

A. The Contractor's personnel shall have a minimum of 5 years demonstrable experience with general process instrumentation, computers, software and configuration/implementation of Schneider EcoStruxure GeoSCADA Expert (Formerly ClearSCADA), Modicon M340/M580 programmable logic controllers, Modicon Magelis HMIGTO series touchscreen panels, and Modicon HMISCU series HMI controllers, DNP3 and Modbus Protocols, with documented experience in the municipal water and wastewater industry.

B. The Contractor's key personnel shall hold ISA Certified Control Systems Technician (CCST) Level certification or have a minimum of 10 years of verifiable system startup experience.

C. Key personnel shall include, as a minimum, the lead field technician.

D. The Contractor has successfully completed Work of similar or greater complexity on at least three (3) previous projects within the last five years. Successful completion shall be defined as a finished project completed on time, without any outstanding claims or litigation involving the Contractor. These projects must include work on Modicon M340 PLCs, Magelis HMIGTO series touchscreen panels, and Modicon HMISCU series HMI controllers.

E. The Contractor at a minimum has been actively engaged in this type of Work specified for the last five years.

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F. The Contractor shall maintain a permanent, fully staffed and equipped service facility within 200 miles of Prince William County with full time employees capable of designing, fabricating, installing, calibrating and testing the systems that maybe required.

G. The Contractor shall provide on-site response within 6 hours of notification.

H. The Contractor at a minimum shall hold or make available a valid UL-508 certification for their panel fabrication facility. If their fabrication work is handled by a subcontractor, Contractor shall provide subcontractors valid UL-508 certification for their facility where SA panels will be made.

3. Scope of Services:

3.1. The Work assignments will vary in size as needed. The Service Authority reserves the right to combine Work orders requiring the same trade(s) and general location to minimize the impact and achieve the needed Work assignment(s).

Work assignments will include, by way of illustration and not limitation, projects such as:

A. SCADA System(s):

1. Services shall be performed on an as-needed basis.
2. Services shall include but not be limited to analysis, electrical, mechanical, components, cabling, wiring, configuration, general design, schematic design, PLC programming, modification design, PC based SCADA systems, logic controllers, instrumentation, control panels, control systems, VFDs, Reduced Voltage Soft Starters (RVSS), Operator Interface Terminals (OITs), CCTV systems integration, upkeep, repair, general programming, system modifications, maintenance, licenses, system integration, firmware assistance, device drivers, patches, security, service packs, revisions, database support, testing, assembling, loading, upgrades, training and on-call technical support.
3. The Contractor shall understand that various Work activities must be executed in a proper sequence so that all systems related to SCADA communications, at all remote sites, are maintained throughout the project. Various threads of Work may sometimes proceed simultaneously only if the specific dependencies for communications are completed, tested in proper operation.
4. The Contractor shall specifically designate someone to be available for on-call support.
5. All projects shall be staffed according to their size and complexity.
6. The Contractor shall provide quality assurance for all Work. The Contractor shall assure that Quality control is an integral part of the Contractors engineering, production, installation, maintenance, programing and testing.

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B. Preventative Maintenance:

The Contractor, when requested shall assist Owner on designing, developing and implementing a Preventative Maintenance Program.

The Contractor shall, when requested, provide some or all services including but not limited to, PLC firmware upgrades/updates, making minor PLC adjustments, PLC programming, troubleshooting Diagnostics, equipment replacements.

The Contractor shall provide, when requested, any other preventative maintenance Work not listed herein.

C. Additional Work Requirements:

In addition to the above illustrations, the Contractor may be requested to provide, in support of the Work, other general services as part of the installation, programming, renovation or repair and shall include, but not be limited to, demolition, removal and disposal of debris; temporary protection as needed for adjacent Work, compatible products or materials with existing systems and/or materials, providing the required documents, plans, paperwork to the local all utility providers, coordinate excavation and/or grading; communicate with local utility and local property owner if required, provide labeling of equipment and/or signage that maybe requested.

3.2. The Contractor shall notify and schedule five (5) days in advance of any outage with the Owner when the interruption causes the least interference with business operations and routines. The outage shall not start until Contractor has coordinated and received in writing an approval from the Owner prior to implementing.

3.3. The Contractor shall provide temporary power, as required, for the Work.

3.4. The Contractor shall investigate and assess the condition of the Work area before providing a proposal.

3.5. All Work specified herein will be paid for at the contracted firm-fixed hourly rates as indicated in the ATTACHMENT B, PRICING SCHEDULE.

4. Schedules:

4.1. The Contractor shall submit when required by the Owner a type two (2) bar Chart schedule established in Microsoft Project outlining all activity required for the Work.

4.2. The Contractor shall submit a schedule of values associated with any proposals.

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4.3. When the Contractors schedule and/or schedule of values are accepted then the Contractor and Owner shall agree upon the percentage of each installed item or progress per pay period.

5. Safety:

The Contractor shall abide by all local governing regulations and OSHA safety requirements, including 100% Safety Glasses, personal protective equipment (PPE), Lock out tag out, fall protection requirements, Drug and Alcohol Abuse Policy and any other requirements required by Owner.

5.1. The Contractor's on-site staff must currently hold OSHA 30-Hour Safety Certification. The Contractor's staff remains current for the duration of their Work. Certifications for personnel shall be provided when requested by Owner.

5.2. The Contractor and all lower tier Subcontractors will comply with the requirements of 30-hour OSHA Certifications. Certifications for personnel on site shall be provided when requested by Owner.

5.3. All safety accidents and violations occurring under this resulting contract shall be reported immediately to the Service Authority Project Manager.

6. Coordination of Work:

6.1. The Contractor shall plan and coordinate all Work with the Service Authority Project Manager, or his/her designee, at least five (5) business days prior to beginning the Work. The Service Authority Project Manager shall ensure that access to all Work spaces is made available to the Contractor.

6.2. The Contractor shall plan and coordinate all emergency Work with the Service Authority as outlined herein per Section 8 Emergency Services.

6.3. Upon authorization and prior to mobilizing to the site, the Contractor shall prepare a schedule reflecting the agreed upon start and completion dates, and indicating the anticipated progress of the Work. Should the Contractor fail to maintain progress consistent with the schedule, they will be required to resubmit the schedule indicating the manner in which they will re-sequence the Work to maintain the agreed upon completion date. Extension of the completion date will only be allowed with the consent of the Service Authority.

6.4. The Contractor shall have when required by the Owner one (1) employee designated as a Job Manager (Foreman, Field Supervisor, and Project Manager). This individual shall be the liaison between the Contractor and the Service Authority Project Manager, and shall be literate and fluent in English to necessitate reading of labels, job instructions and signs, as well as the need for conversing with Service Authority staff.

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6.5. Upon request, the Job Manager shall report to the Service Authority Project Manager for communication, coordination, evaluation, and quality control for any particular Work. The Job Manager shall serve as the single point of contact with the Service Authority for all Work assignments.

6.6. Upon request by the Service Authority Project Manager, the Job Manager shall meet with the Service Authority Project Manager for progress meetings.

6.7. Scheduling of priority Work, including the interruption of a current assignment, requires the advance approval of the Service Authority Project Manager. Priority Work identified by the Service Authority Project Manager or designee shall take precedent over current Work.

6.8. Should Contractor encounter unforeseen problems or adverse conditions at any job location, the Contractor shall, within one hour of the condition accruing, notify the Service Authority Project Manager.

6.9. The Contractor shall not unduly interfere with the performance of the Work by other contractors or Service Authority personnel and shall coordinate its efforts to minimize interruption to other Work.

6.10. The Contractor will be required to perform the Work on occupied buildings and spaces and must conduct their Work in such a way as to minimize disruption, inconvenience, and not compromise the safety of building occupants. The Contractor shall protect the surrounding area, equipment, adjacent areas, equipment, furniture and general spaces from his Work.

7. Emergency Services:

7.1. The Service Authority has the option of declaring any needed Work to be an emergency. In the event of an emergency, as deemed by the Service Authority, the Contractor shall respond to the emergency within four (4) hours of verbal confirmation. The Contractor shall be available to complete emergency repairs seven days per week, 24 hours per day.

7.2. An Emergency Response fee will be paid to the Contractor for each emergency request initiated by the Service Authority

8. Work Hours:

8.1. The Contractor may be required to perform the installation, repair and maintenance related Work at any time or day during the calendar year, at the Owner's request, on an emergency or non-emergency basis.

8.2. Contractor shall plan and schedule their Work and production, including daily clean up, within the constraints of the regular weekday Work hours.

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8.3. Regular weekday Work hours shall be limited to 7:00am to 4:00 pm Monday through Thursday, and 7:00am to 12:00pm on Fridays. The Contractor must comply with all permit requirements and regulations. Work, including the movement of equipment or other activity that generates noise, shall not be performed outside of normal Working hours without Service Authority's prior written approval. Extended weekday Work hours must comply with all permit requirements. All requests by the Contractor to Work extended outside the regular hours listed above shall be made in advance and allow adequate time for the Service Authority and other governmental bodies, agencies or authorities to consider the request. The Contractor shall compensate the Service Authority for staff overtime and consultant support arising from the extended hours, except if the extended Work hours are directed by the Service Authority.

8.4. Any requests by the Contractor to Work beyond the normal Service Authority Working hours, Monday through Friday, and/or Service Authority observed holidays and/or weekends shall be approved by the Service Authority prior to the start of the Work. The requests shall in no way guarantee or allow Contractor to charge overtime unless approved by the Service Authority Project Manager prior to the start of the Work and must be submitted in writing.

8.5. Service Authority holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Day before Christmas, Christmas Day.

8.6. Man-hours paid under this contract shall be for productive hours only, as evidenced by signed Work tickets provided by the Contractor to the Service Authority Project Manager or his/her designee.

9. Workmanship/Experience:

9.1. The Contractor shall perform the Work in accordance with all applicable industry standards and workmanship practices. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless otherwise given specific instructions by the Service Authority Project Manager concerning these matters.

9.2. The Contractor shall employ fully qualified and skilled personnel capable of performing the required Work as identified herein. The Service Authority reserves the right to reject Contractor's personnel that the Service Authority determines, in its sole discretion, to be unqualified to perform the Work.

9.3. The Contractor shall, when requested, provide credentials and/or certifications such as Electrical, High Voltage and any other requested credentials and/or certifications needed for any Work done by Contractor or any subcontractors.

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9.4. The Job Manager shall be experienced in project management, supervision of employees, knowledgeable in all aspects of construction and commercial buildings have the ability to troubleshoot problems and issues quickly and be able to consult with the Service Authority Project Manager about remedies.

9.5. The Service Authority requires that all Contractor job site workers wear clean work clothes with either a prominently displayed identification badge or company identification affixed to the clothing. Contractor job site vehicles shall display their company identification.

9.6. The Contractor shall arrive at the job site prepared with the correct materials and equipment and shall maintain an adequate supply of manpower to complete the Work assignment in a safe and timely manner.

9.7. The Contractor shall maintain access to the Work site at all times. Any loss of access shall be specifically coordinated and approved in advance by the Service Authority Project Manager.

9.8. The Contractor shall not act on requests or take direction from anyone except the Service Authority Project Manager or their designee.

9.9. The Contractor shall be capable of performing multiple assignments at one time for both emergency and non-emergency calls.

10. Weather:

10.1. The Contractor shall proceed with the Work only when existing and forecasted weather conditions will permit Work to be performed in accordance with manufacturer's recommendations and warranty requirements.

10.2. The Contractor shall install temporary protection as needed for water tight seals or assemblies over all exposed areas of the Work at the end of each Work day or when Work must be protected due to inclement weather.

11. Delivery, Storage and Handling:

11.1. The Contractor shall transport products by methods to avoid damage or water intrusion and shall be delivered in manufacturer's unopened containers or packaging. The Contractor shall promptly inspect shipments to assure that products are not damaged and are in compliance with requirements and quantities. The Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage. Products deemed damaged by the Service Authority Project Manager shall be promptly removed from the site by the Contractor at their sole expense.

11.2. The Service Authority Project Manager shall designate area(s) at the job site(s) to be utilized by the Contactor for temporary storage purposes. The Contractor shall maintain

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the designated temporary storage areas throughout the duration of the Work and shall assume full responsibility for protection and safekeeping of products under this Contract. At no time shall the Contractor place any tools, equipment, supplies, materials, etc.in Service Authority boiler rooms, main electrical rooms or other storage areas deemed not appropriate by the Service Authority Project Manager.

11.3. The Contractor shall store all products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures, maintain within temperature and humidity ranges required by manufacturer's instructions. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with a minimum of reinforced plastic tarps, provide ventilation to avoid condensation. Stored products deemed damaged by the Service Authority Project Manager shall be promptly removed from the site by the Contactor at their sole expense.

11.4. The Contractor shall safeguard all their materials, tools and equipment. The Service Authority shall not assume any responsibility for vandalism, damage and/or theft of materials, tools, equipment and Work until the Work is fully complete and excepted by Owner.

12. Work Site Management and Clean-up:

12.1. All Work shall be done in a safe manner and comply with all applicable federal, state and local safety requirements and regulations.

12.2. The Contractor shall maintain adequate barricades and signs and safely secure all tools and loose materials in an orderly manner at the end of each Work day.

12.3. Housekeeping: On a daily basis, the Contractor shall keep the site clean and maintain a neat and orderly site in accordance with the General Conditions and other Contract Documents to the satisfaction of the Service Authority. The Contractor shall remedy any situation deemed by the Service Authority Project Manager to be an unacceptable presentation of their Site to the public.

12.4. Removal and Disposal of Debris:

A. The Contractor shall keep his haul route and Work area(s) neat, clean, reasonably free of odor, and shall bear all responsibility for the cleanup of any spill.

B. Contractor shall remove mud/debris from all Contractor and/or their subcontractor's vehicles, trucks and equipment prior to vehicles exiting the site. Contractor's failure to remove mud and debris to the satisfaction of the Owner or his authorized representatives will result in the Owner taking action on behalf of the Contractor and at the Contractor's own expense.

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C. The Contractor shall lawfully dispose on a daily basis, all scrap, litter, unused materials, packaging materials, empty boxes, debris, etc., resulting from operations at each particular job site, and leave Work area and premises in clean and satisfactory condition. If required by the Service Authority Project Manager, Contractor shall submit a disposal manifest from the d disposal facility with paid invoices.

12.5. Fences:

Contractor shall relocate, dismantle, or modify fences that interfere with the Work only in accordance with the agreement between the Service Authority and the property owner or in accordance with a mutual agreement of the Contractor and the property owner, as applicable. All such relocation, dismantling or modification shall only be for the period of time that has been agreed upon for the Work. If gates are installed for the Contractor's use per such agreement, the gates shall be kept closed and locked at all times when not in use. Existing fences affected by the Work shall be maintained by the Contractor until completion of the Work. Upon completion of the Work, the Contractor shall restore all fences to their original or better condition and to their original location, or in accordance with the agreement between the Service Authority and the property owner.

12.6. Trees, Landscape, and Lawn Areas:

A. The Contractor shall protect all trees, shrubs, and landscape areas, except those ordered to be removed. The Contractor shall not excavate materials and place them so as to injure such trees or shrubs. All trees, shrubs, and/or landscape areas destroyed by accident or negligence of the Contractor or the Contractor's employees or subcontractors shall be replaced with new stock as directed by the Service Authority, in conformance with the Prince William County Design and Construction Standards Manual (DCSM) Section 804, at the proper season, and at the Contractor's expense.

B. The Contractor shall restore all lawn areas to their original condition. The areas where sod and/or grass have been removed shall be restored by seeding and/or sodding.

12.7. Miscellaneous Structures:

The Contractor shall be held entirely responsible for all injuries or damage to culverts, building foundations and walls, retaining walls, or other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, other Work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement during the prosecution of the Work, and shall be liable for damages to public or private property resulting therefrom. The Contractor shall adequately protect all pipes carrying liquid from freezing.

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12.8. Restoration:

The Contractor shall, upon completion of the Work through or on private property, restore the surface and all grading, fences or other structures disturbed by the Contractor's operations as nearly as possible to the existing conditions or as required by the Contract Documents.

13. Environmental Controls:

13.1. Pollution Control: The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substances shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

13.2. Sanitary Facilities: The Contractor shall not be allowed to use any of the Service Authority's existing sanitary facilities unless available and/or approved by Owner. The Contractor if denied existing sanitary facility access for the Work then Contractor shall furnish and maintain adequate temporary sanitary facilities for the Contractor's personnel, as may be necessary, including all Subcontractor personnel, for the duration of the Contract.

13.3. Protection of Utilities: The Contractor shall protect from doing damage to any private and/or public utility installations. Structures shall be understood to include, but not limited to: all poles, tracks, pipes, cabling, wires, conduits, vaults, manholes, and facilities, whether owned or controlled by public bodies or privately owned individuals, firms or corporations, used to serve the public with transportation, gas, electricity, telephone, storm and sanitary sewers, water, or other public or private utility services.

The Contractor shall be responsible for all utility locating to protect from damage to private and/or public utility installations. The Contractor shall be responsible for coordination with all power and distribution companies for the Work, including but not limited to permitting, site visiting and issue with installation.

A. Preservation of Service

1. The Contractor shall perform in accordance with the Contract Documents, the general notes on the Drawings, and the Service Authority SCADA Design Standards Manual, which will be provided to contract awardee(s).
2. The Service Authority SCADA Design Standards Manual is a working document and is subject to change without notice.
3. The Contractor shall be responsible for obtaining the latest version of the Standards Manual prior to providing any proposal to the Service Authority.
4. The Contractor shall, at all times in performance of the Work, employ proven

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methods and exercise the utmost care and skill to avoid unnecessary delay, injury, damage, or destruction to public utility installations and structures. The Contractor shall avoid unnecessary interference with, or interruption of, public utility services, and the Contractor shall cooperate fully with the owners of public utility installations and structures to that end. All Work affecting existing Work is subject to the requirements and approval of such Work and or utility.

14. Notice To Proceed:

A written Notice to Proceed will be issued to the Contractor by the Service Authority after all the necessary Contract Documents and insurance information has been received. The start date for the Work shall be indicated in the Notice to Proceed.

15. Permits:

15.1. Contractor shall provide all permits for the required Work.

15.2. All valid permits are readily available and/or displayed at each Work site.

15.3. The Contractor will be responsible for any fines, including but not limited to notice of permit violations, at no additional cost to the Service Authority.

16. Rejection Of The Work:

The Contractor shall promptly, and at no additional cost to the Service Authority, make whatever adjustments or corrections which may be necessary to correct any defects, including all Work found to be damaged, improper, incomplete or imperfect, and/or not operating or functioning in a satisfactory manner to the Service Authority, and/or failing to perform as specified, unless such conditions are the direct result of force majeure, Service Authority negligence, or failure to adequately maintain the Work.

17. Meetings:

17.1. The Service Authority reserves the right to convene a mandatory meeting at any time.

17.2. The Service Authority shall at any time convene a pre-mobilization conference. The pre-mobilization conference shall be arranged by the Service Authority; and will include representatives of Service Authority, the Contractor, and other agencies, governmental and private, affected by the Work to discuss and clarify points of issue. The pre-mobilization conference shall involve the schedule, restrictions, and the general conduct of the Work.

17.3. The Contractors Work schedule will not be approved and no Work shall start until after the requested meeting and/or prior approval by the Owner.

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17.4. Instructions delivered or commitments made at any requested meeting will be binding on all parties concerned. Minutes of the meetings will be prepared by the Service Authority, and copies shall be made available to all parties attended.

18. Existing Facilities:

18.1. All facilities and utility lines within the construction area not to be abandoned, relocated, or reconstructed shall be protected and maintained in service by the Contractor.

18.2. Short interruptions of certain services will be permitted when essential to the Contractor's operations as herein specified when approved by the Service Authority.

18.3. The Contractor shall provide and maintain such temporary supports, bypasses, or protective devices as may be necessary to preserve the functions of the various utility systems throughout the duration of the Work.

18.4. All damage to existing facilities or above and/or below ground utilities by the Contractor and his activities shall be repaired by the Contractor, at no expense to the Service Authority. The Service Authority reserves the right to make the necessary repairs on behalf of the contractor at the expense of the Contractor.

18.5. All damage to existing water and/or sewer service connections by the Contractor shall be repaired or replaced in accordance with local plumbing codes and shall be performed by a plumber licensed in Virginia, at the expense of the Contractor.

18.6. The Contractor will be held responsible for any collateral damage incurred while delivering equipment or materials while preparing for or providing Work in this Contract.

18.7. The Contractor shall be required to restore, to their original condition, any yard surfaces, roadways, curbs, gutters or structures which are damaged by the Contractor's activities.

18.8. The Contractor shall not disturb in any way trees, fences, utility poles, wires, structures and other appurtenances, public or private without the explicit consent of the proper party.

19. Inspections:

19.1. Contractor shall be responsible for coordinating inspections for the Work.

19.2. Contractor shall provide required assistance to help the thorough inspection, or the culling over, or removal of defective materials or for the thorough examination into any of the Work performed.

19.3. Owner may stop the Work entirely if there is not a sufficient quantity of suitable and approved material or equipment on the Work site to carry out the Work properly, or for any good and sufficient cause.

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20. Final Acceptance:

20.1. Upon due notice from the Contractor of presumptive completion of the entire Work, the Service Authority will make an inspection. If all Work provided for and contemplated by the contract is found complete to his/her satisfaction, this inspection shall constitute the final inspection and the Service Authority will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

20.2. If the Service Authority inspection discloses any Work in whole or in part, as being unsatisfactory, the Service Authority will give the Contractor the necessary instructions for correction of such Work, and the Contractor shall immediately comply with and execute such instructions within seven (7) Working days from date of notice. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Service Authority will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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EXHIBIT B COMPENSATION AND LABOR COSTS

Item Number	Description	Hourly Rate
1	Project Manager	$164.00
2	Engineering and Design	$154.00
3	Cyber Security Review and Assessment	$154.00
4	ClearSCADA/GEO SCADA Expert Programming and Modifications	$150.00
5	PLC Programming and Modifications	$150.00
6	Field Services Technician	$114.00
7	Master Electrician Services	$152.00
8	Journeyman Electrician Services	$142.00
9	Helper Electrician Services	$114.00
10	CAD Services	$50.00
11	Panel Fabrication	$50.00
12	Emergency Response Fee	$500.00 per occurrence

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EXHIBIT C REQUIRED INSURANCE LIMITS

Insurance Coverages and Limits:

Coverage Required		**Minimum Limits**
1.	Workers' Compensation and Employers' Liability:	Statutory Limits of the Commonwealth of VA:
	Admitted in Virginia	Yes
	Employers' Liability	$500,000
	All State Endorsement	Statutory
2.	General Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Contractual Liability	
	Personal Injury	
3.	Automobile Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence
	Owned, Hired & Non-Owned	
	Personal Injury	
4.	Service Authority named as additional insured on General Liability Policies (This coverage is primary to all other coverage the Service Authority may possess.)	
5.	30 Day cancellation notice required.	
6.	Best's Guide Rating	A-:VII or Better, or Equiv.
7.	The Certificate must state Contract No. SA 2216	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Allie Berger
Summit, NJ-Hub International Northeast Limited 180 River Road Suite 2nd Floor Summit NJ 07901	PHONE (A/C, No, Ext): 908-790-6800 FAX (A/C, No): E-MAIL ADDRESS: allie.berger@hubinternational.com

INSURED	GRAYMAT-04
E-Merge Systems, LLC. 1314 East Cary Street Richmond VA 23219	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CRUM & FORSTER SPECIALTY INS CO	42471
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 6375083 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		36044660EUC	11/22/2021	11/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		73600792	11/22/2021	11/22/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ $0	Y		78182762	11/22/2021	11/22/2022	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71763536	11/22/2021	11/22/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Technology Services E&O/ Cyber Liability			TEO100225202	11/22/2021	11/22/2022	Each Claim Aggregate Retention-Each Claim	3,000,000 3,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No. SA 2216

Prince William County Service Authority, its officers and employees are included as Additional Insured's as respects General Liability and Automobile Liability, on a primary and non-contributory basis, as required by written contract and in accordance with the policy terms and conditions. Umbrella coverage is Follow Form as it pertains to Additional Insured's.
Thirty (30) Day Notice of Cancellation provided to Certificate Holder.

Installation Property Coverage provided by Carrier A (noted above), provided by Federal Insurance Company - Policy # 36044660EUC - for a limit of $600,000, including $600,000 transit and storage, subject to $1,000.00 Deductible

CERTIFICATE HOLDER

Prince William County Service Authority
4 County Complex Court
Woodbridge VA 22192

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allison Berger

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EXHIBIT D INVOICING PROCEDURES

A. Invoices (or Applications for Payment) must contain sufficient information for the Service Authority to verify that the work was performed in accordance with this Contract. The Service Authority requires that the following information be included in the invoice (or must be in the form of a report which must accompany the invoice) and contain the following information:

1. Contract title and contract number, purchase order number;
2. Dates services were provided;
3. Summary of deliverables or work achieved during the specified billing period including:
    a) for unit price work: details of the quantities and prices, and pass-through invoices for all materials, subcontractors and rental equipment costs.
    b) for lump sum work: details of the work performed in accordance with the schedule of values; and,
4. Proper documentation to support payment of non-schedule work/items not included in the Contract to include payroll records, and invoices for all materials, supplies, and services, purchased or leased, in performance of the work.
5. Written proof of acceptance of the work and/or deliverable by the Service Authority.

B. The Service Authority reserves the right to request that the Contractor provide additional documents when in need of justification for the price reasonableness.
C. Prior to work performed under this Contract, Contractor shall submit for Service Authority's approval a sample invoice and/or Contract Status Report. The Service Authority reserves the right to withhold invoice payment until sufficient documentation is provided.
D. All invoices will be paid within the time specified by the Contract unless any items thereon are questioned, in which event payment will be withheld for those items pending verification of the amount and the validity of the claim.
E. Contractor acknowledges that the Service Authority Purchasing Regulations are applicable to the Agreement.

Invoices shall be forwarded to:

By Mail	**Physical Delivery**
Prince William County Service Authority Attn: Accounts Payable P.O. Box 2266 Woodbridge, VA 22195	Prince William County Service Authority Attn: Accounts Payable 4 County Complex Court Woodbridge, VA 22192
Or (Electronically, via email): accountspayable@pwcsa.org	

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F. Monthly Status Reporting for Projects Exceeding 90 Days Duration: In addition to and separate from the Invoice/Application for Payment documentation, the Contractor shall provide the Service Authority's General Manager or his designee, with a written Monthly Report detailing the status of ALL ongoing work tasked to and performed by the Contractor and the Contractor's Subcontractor. At a minimum the Monthly Report shall include the following information:

1. Contract number and purchase order number
2. Name and title of Project
3. A description of the Work performed.
4. Budget of hours and dollars for hourly rate work (if applicable).
5. Budget of dollars for Lump Sum (if applicable).
6. Notice of any issues that could affect project completion schedule, quality or price (if applicable).
7. Cost and hours incurred to date for hourly rate work (if applicable).
8. Percent/deliverable completion to date for Lump Sum (if applicable).
9. Estimated cost and hours to complete for hourly work (if applicable).
10. Estimated percent/deliverables to complete for Lump Sum (if applicable).
11. Total of all previous Invoices.
12. Budget and schedule analysis.
13. Projected completion date.

G. The Status Report may accompany the Invoice or Application for Payment, as supporting documentation.

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EXHIBIT E SUBCONTRACTORS LIST

1. Instrumentation and Controls Systems Engineering, Inc
   10991 Leadbetter Road
   Ashland, VA 23005
   (804) 550-5770

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EXHIBIT F WORK ORDER/AUTHORIZATION REQUEST FORM

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Work Order/Authorization Request Form

Work Order Number/Title: _____

Contract Number/Title: _____

This Work Authorization defines and specifies the services to be performed and delivered by the Contractor as well as compensation to be paid for such services, all in accordance with the terms and conditions of the Contract. In case of failure to deliver services in accordance with the Contract terms and conditions, the Service Authority, after due oral or written notice, may procure the service from other sources.

Please sign and return this form with your proposal by _____, 2022 at _____ (time) to:

_____ *(name/email)*

Site Visit:* ☐ *Mandatory/* ☐ *Optional: Location: _____, 2022 at _____ (time).

Submit your proposal with the required supporting documentation based on the following method checked below:

☐ **Unit Price Work** (when the quantity of labor and materials needed for the Work is not well defined)
Must submit with proposal the following: *Estimates/Schedule of Values*

☐ **Lump Sum Work** (when the quantity of labor and materials needed for the Work is well identified)
Must submit with proposal the following: *Estimates/Schedule of Values*

==========

Background and Description of the Work:
(*To be completed by the Service Authority Representative)*

==========

Your proposal must include the following:

1. Description of the Work to be provided based on the required deliverables requested by the Service Authority
2. Project Schedule
3. Key Personnel
4. Any Subcontractors to be used
5. Pricing

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Required documentation to accompany invoice:

For Unit Price Work
Details of the quantities and prices, and pass-through invoices for all materials, subcontractors and rental equipment costs.

For Lump Sum Work
Details of the work performed in accordance with the schedule of values.

For projects more than one month in duration, progress invoice update/report shall be submitted which shows agreed upon deliverables (or percent complete) for each line item in the schedule of values or cost proposal as applicable. A draft copy of the progress invoice report shall be reviewed and approved by the SA Project Manager prior to submitting the invoice for processing.

The SA reserves the right to request that the Contractor provide additional documents when in need of justification for the price reasonableness.

Contractor

By: _____ Date: _____

Printed Name: _____

Prince William County Service Authority

BY: _____ Date: _____
Authorized Signature

Printed Name: _____

ELECTRICAL AND SCADA SERVICES AGREEMENT

This Agreement ("Agreement"), dated this ____ day of September, 2026 (the "Commencement Date") between the **COUNTY OF NEW KENT, VIRGINIA** ("County") and **E-MERGE SYSTEMS, LLC**, a Maryland limited liability company ("Contractor"), is binding among and between these parties as of the Commencement Date.

WHEREAS, the County awarded a contract pursuant to Code of Virginia Section 2.2-4304 Cooperative Procurement in accordance with the terms of the Prince William County Service Authority's Contract SA 2216; General SCADA Installation, Repair and Preventative Maintenance, dated August 3, 2022 (the "Contract"), attached hereto and incorporated herein as Exhibit A;

WHEREAS, the Contract has been renewed and modified on September 8, 2025, and the proposed 2026 renewal materials modifying said Contract are attached hereto and incorporated herein as Exhibit B;

THEREFORE, in consideration of the Recitals set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

2. The Contractor agrees to provide SCADA services to the County in accordance with the terms and conditions as provided in the Contract, except with the following amendments.

3. If any discrepancies arise between this Agreement, Exhibit A, and Exhibit B, then the order of precedence between them are as follows:

    a. First, this Agreement; then
    b. Second, Exhibit B, the modification of the Contract; then
    c. Last, Exhibit A, the Contract.

4. All invoices under this Agreement must be submitted to New Kent County, Department of Public Utilities, at 7051 Poindexter Road, P.O. Box 130, New Kent, VA 23124.

5. This Agreement will be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action must be filed in the Commonwealth of Virginia, County of New Kent. Contractor expressly waives any objection to venue or jurisdiction of the New Kent County Circuit Court, New Kent, Virginia.

6. All notices to the County must be sent to Rodney A. Hathaway, County Administrator at 12007 Courthouse Cir. Room 201, P.O. Box 150, New Kent, VA 23124.

7. The term of this Agreement will start on the Commencement Date and terminate one year thereafter, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be renewed for two additional one-year terms upon the written agreement of both parties. Any further renewal must be in writing, executed at a reasonable time prior to expiration,

and approved in accordance with applicable procurement requirements. The County will have the right to terminate this Agreement at any time for convenience upon 30 days' prior written notice.

8. The County agrees to pay fees according to the following schedule:

SA2217 Pricing Schedule

Item Number	Description	Unit of Measure	Estimated Quantity	Initial Unit Price	9/20/2024 Unit Price	9/20/2025 Unit Price	9/20/2026 Unit Price
1	Project Manager	Hour	1	$164.00	$169.00	$172.00	$179.00
2	Engineering and Design	Hour	1	$154.00	$159.00	$162.00	$169.00
3	Cyber Security Review and Assessment	Hour	1	$154.00	$159.00	$162.00	$169.00
4	SCADA Expert Programming	Hour	1	$150.00	$155.00	$158.00	$164.00
5	PLC Programming and Modifications	Hour	1	$150.00	$155.00	$158.00	$164.00
6	Field Services Technician	Hour	1	$114.00	$118.00	$120.00	$125.00
7	CAD Services	Hour	1	$50.00	$52.00	$53.00	$55.00
8	Panel Fabrication	Hour	1	$50.00	$52.00	$53.00	$55.00
	Emergency						
9	Emergency Response Fee	Each	1	$500.00	$517.00	$527.00	$549.00

9. All references to the Prince William County Service Authority and its procurement policies in the Contract will be understood to mean the County of New Kent and its procurement policies.

10. All other terms and conditions of the Contract will be in full force and effect between the County and the Contractor.

IN WITNESS WHEREOF, the parties hereto on the first day and year written above have executed this Agreement.

EMERGE SYSTEMS, LLC:

By: _____

Brian Batts Date
Vice President

COUNTY OF NEW KENT, VIRGINIA:

By: _____

Rodney A. Hathaway Date
County Administrator

Approved as to form:

_____
County Attorney

EXHIBIT A

EXHIBIT B

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Miscellaneous (contracts, easements, resolutions for street acceptance, proclamations, etc.)

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Approval of Agreement with Suffolk Sales & Service LLC for the Purchase of Glycerin
Issue	Glycerin is a necessary chemical additive for the wastewater treatment process. DPU issued IFB #26-2107 to seek competitive bids on the delivery of glycerin to the Parham Landing WWTP.
Recommendation	Authorize the County Administrator to execute the agreement between the County and Suffolk Sales & Service LLC.
Fiscal Implications	None - purchase of glycerin is included in DPUs annual operating costs.
Legislative History	Agreements with Suffolk Sales & Service have been executed periodically over the years based on their responses to IFBs issued for the purchase of glycerin.
Discussion	Bid tab is attached. Suffolk Sales & Service provided the lowest responsive and responsible bid.

Time Needed:		Person Appearing:	
Request prepared by:	Mike Lang, Public Utilities Director	Telephone:	
Copy provided to:	County Attorney		

ATTACHMENT(S):

Bid Tab 26-2107PU.pdf
Bid Form_Suffolk Sales.pdf
IFB# 26-2107PU Glycerin.pdf
Draft agreement_SSSI.doc

BID OPENING FORM

PROJECT: Glycerin BIDS DUE: August 6, 2026 10:00 am

OPENING DATE: August 6, 2026 TIME: 10:00 am OPENING OFFICER Mike Lang

IFB 26-2107 PU WITNESS: Becky Wells

*Only Bids from submitting firms whose technical proposals are considered to be responsive shall be opened for consideration

SUBMITTING FIRM	UNIT BID PRICE	Material Data Sheet	Affidavit of Non-collusion	VENDOR DATA SHEET	CHEMICAL ANALYSES
SUFFOLK SALES	$3.64/gal.	✓	✓	✓	✓
WATER ENGINEERING INC	$4.20/gal.	X	✓	✓	X
EOSI	$3.99/gal.	✓	✓	✓	✓

no duplicate

Invitation for Bids

New Kent
COUNTY
VIRGINIA

Department of Public Utilities

Delivery of Glycerin

July 15, 2026

New Kent County
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678

IFB #26-2107PU

The New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified firms for Delivery of Glycerin, to specified water & sewer facilities within New Kent County, Virginia. Signed & sealed bids will be received by US Mail, private courier or in person until **10:00 am on Thursday, August 6, 2026** at the following location:

New Kent County Administration Building
12007 Courthouse Circle
New Kent, Virginia 23124
(804) 966-9500

*Note the bids ***will not*** be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"SEALED BID – IFB# 26-2107PU
GLYCERIN"

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting firm unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages will be submitted **in duplicate** in the sealed & labeled envelope.

All bids received as directed above will be turned over to DPU for careful review and evaluation.

It is the intent of the IFB to award the contract to the **lowest responsive and responsible bidder.** The Department of Public Utilities reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. The Department reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

Mike Lang
Director
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9625
cmlang@newkent-va.us

GENERAL INFORMATION

PURPOSE

The New Kent County Department of Public Utilities is soliciting bids from qualified firms for bulk **delivery of Glycerin**. Additionally, the contract may provide for **additional unspecified chemicals** as needed.

It is the intent of the IFB to determine the **lowest responsive and responsible bidder.**

Submitting firms need not bid on all items for consideration.

BACKGROUND

New Kent County operates the Parham Landing WWTP. The design capacity of the WWTP is 2.0 million gallons per day; however, the current flow is approximately 550,000 gallons per day. As the County grows and existing and approved developments continue to build out, the chemical needs of the process are expected to increase accordingly.

SCOPE-OF-WORK

The scope-of-work includes **all time, materials, labor, equipment, fittings, hoses, licenses, permits, etc. to deliver the specified chemicals to the specified locations in a timely fashion.** Bid items provided will be FOB to the delivery location specified.

The needs of the County currently are delivery of Glycerin to Parham Landing WWTP.

Quantities - Quantities are estimates based on the County's projected need. The price quoted will be good for any quantity.

Packaging - All bags or containers must be in new condition, durable and dust tight, and not readily broken in handling and storage. The contents must be marked. All markings will comply with all federal and state laws as applicable to these chemicals.

Purity - Chemicals supplied under these specifications will not contain metals or substances in quantities capable of producing deleterious or injurious effect upon public health or water quality. Where applicable, the National Sanitation Foundation Standard Number 60 will be used as the guideline for acceptability. Laboratory analysis of BOD, lead, chromium, mercury, zinc and copper by a certified laboratory must accompany the bid submittal.

Labeling of Hazardous Materials - If the items or products requested by this solicitation are "Hazardous Materials" as defined by §62.1-44.34:24 of the Code of Virginia or Title 15 U.S.C. 1261 of the United States Code, then the bidder, by submitting their bid, certifies and warrants that the items or products to be delivered under this contract must be properly labeled as required by the foregoing section(s) and

that by delivering the items or products the bidder does not violate any of the prohibitions of §10.1-1450, et al, Code of Virginia, or Title 15 U.S.C. 1261 et al.

Deliveries - Delivery must be made no later than 5 workdays after receipt of order (ARO), unless otherwise notified. Deliveries must be made during normal working hours (8:00 am - 4:00 pm, local time, Monday through Friday. All deliveries must be made in accordance with the following standards & regulations, where applicable:

- New Kent County Department of Public Utilities **(DPU)** Design Standards
- Occupational Safety & Health Administration **(OSHA)** standards
- U.S. Department of Transportation **(DOT)**
- Virginia Department of Environmental Quality **(DEQ)** and Department of Health **(VDH)** Regulations
- U.S. Environmental Protection Agency **(EPA)**
- Any other applicable local, state or Federal laws or regulations.

SEALED BID PACKAGES

DPU has elected to use a sealed bid process. Bidders may submit a bid on one or more (up to all) of the chemicals referenced. Additionally, sealed Bid Packages requirements are as follows:

- ✓ All bids must be received at the location listed and prior to the date & time specified.
- ✓ All bid documents must be submitted in duplicate.
- ✓ Must be prepared using the **Bid Summary Form** as provided in Appendix A.
- ✓ Must include a completed Vendor Data Sheet, as provided in Attachment B.
- ✓ Must include the signed ***Affidavit of Non-Collusion*** **(Attachment C).**
- ✓ Must include a **Technical Data Sheet**, as well as a Safety Data Sheet (**SDS**) for the product.
- ✓ Must include **laboratory analysis of BOD, lead, chromium, mercury, zinc and copper.**
- ✓ Must state a price that is **inclusive of all costs** associated with the delivery of each chemical to the location specified.
- ✓ Must be **signed** by an authorized representative of the submitting firm.

COOPERATIVE PROCURMENT

This solicitation allows for cooperative procurement, as authorized by the Code of Virginia Section 2.2-4304; which authorizes other public bodies (whom do not have to be named) to utilize cooperative procurement to satisfy requirements for goods and non-professional services. Public bodies not named specifically in this solicitation desiring to purchase from the resulting contract may do so if the contract is modified in writing with concurrence from the contractor to add the specific public body.

CONTRACT TERMS

The terms and conditions of this procurement will be in accordance with the latest edition of the New Kent County Procurement Manual. https://www.co.new-kent.va.us/272/Procurement

The contract duration is for a **period of five (5) full years** from the date of the Notice to Proceed, issued by DPU. Price adjustments may be negotiated annually, based on the applicable Consumer Price Index adjustment over the preceding twelve months.

It is anticipated that the contract term will begin on approximately September 1, 2026.

PAYMENT

Payments on invoices received for services rendered will be made **net 30 days upon receipt of the firm's invoice.** Invoicing and payment will be in strict accordance with the costs outlined for each tank on the Bid Summary Form. Payment will only be made for goods & services received during the invoicing period.

CONTRACT CHANGES

Proposed changes to the contract terms **must be submitted to DPU in writing**. There will be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from DPU**.

CONTRACT TERMINATION

If the selected bidder proves **unable to accommodate the needs of the County or if the chemicals provided prove to be of inferior quality or other than that specified,** the County may **terminate the contract immediately** for cause. Otherwise, the contract may be terminated for good cause shown by **either party upon 30 days written notice.** There will be **no cost or surcharge** for contract termination prior to the end of the contract period. **Payment will be due only for services provided** prior to the termination date of the contract.

APPENDIX A

BID SUMMARY FORM
WATER & WASTEWATER CHEMICALS
NEW KENT DEPARTMENT OF PUBLIC UTILITIES
IFB #26-2107PU – July 2026

Chemical:	**Glycerin** ($C_3H_8O_3$)
CAS #:	N/A
Strength:	70% Glycerin, 26% Water by weight
Form:	liquid
Delivered in:	bulk
Delivery Location:	Parham Landing WWTP, 7800 Parham Landing Road, West Point, VA
Estimated Quantity:	unknown

Glycerin, as specified (per gallon) $ 3.64 gal delivered

Suffolk Sales and Service Corporation 54-1508918

SUBMITTING FIRM NAME *FEDERAL ID NUMBER*

Stacy Moran-Vice President Stacy Moran

PRINT NAME & TITLE *SIGNATURE*

ATTACHMENT B: VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to not be acceptable.)

1. Qualifications: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
   Name: Stacy Moran Phone: 757-238-8740
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
   15 Years _____ Months
4. Vendor Information:
   eVa Vendor ID VS0000046662
5. Indicate below a listing of at least four current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company: Henrico County Contact: James Grandstaff
   Phone: (804) 380-9191 Fax: ( ) NA
   Project: Contract of biocarb
   Dates of Service: 1-20-18 thru 2-9-21 Value: $ 1,481,241.50

   B. Company: Augusta Water Contact: Jennifer White
   Phone: (540) 245-5229 Fax: ( ) NA
   Project: Contract of biocarb
   Dates of Service: 2-21-19 thru 1-27-26 Value: $ 1,247,354.00

   C. Company: City of Culpeper Contact: Anne Brooks
   Phone: (540) 825-1199 Fax: ( ) NA
   Project: Contract of Biocarb
   Dates of Service: 9-10-19 thru 7-1-2022 Value: $ 332,077.00

   D. Company: Town of Front Royal Contact: Robbie Taylor
   Phone: (540) 631-3597 Fax: ( ) NA
   Project: Contract of biocarb
   Dates of Service: 8-27-20 thru 6-23-26 Value: $ 578,925.00

I certify the accuracy of this information.

Signed: Stacy Moran Title: Vice President Date: 8-3-26

ATTACHMENT C

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he/she (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Request for Proposal specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: Stacy Moran

Date: 7-28-26

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Suffolk Sales and Service Corporation
1881 Governor's Pointe Drive Suite A
Suffolk, VA 23436

Telephone: 757-238-8740
Facsimile: 757-238-8745

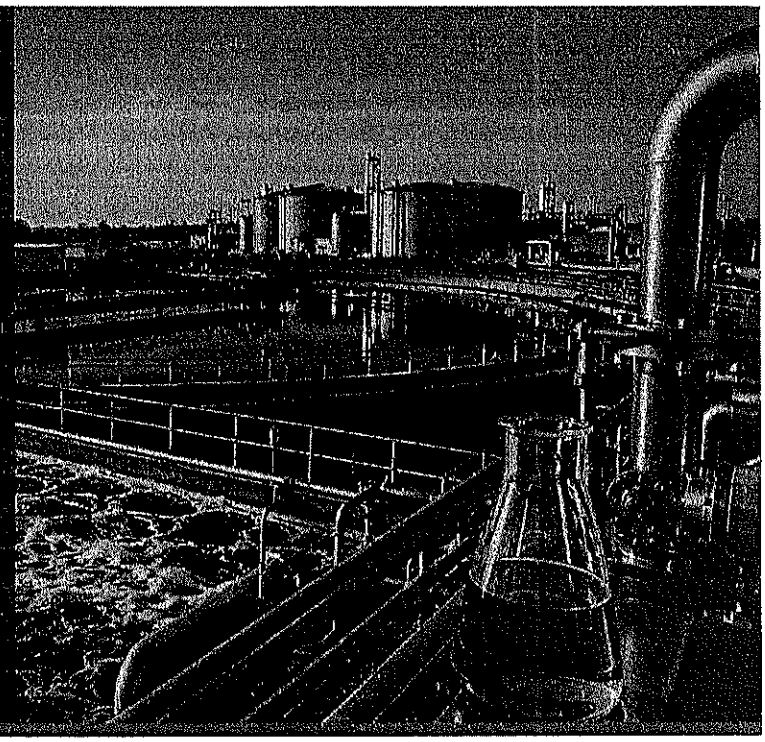
SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1919

SUPPLEMENTAL ORGANIC CARBON

BIOCARB DN

Consistency engineered into every load.

A renewable, glycerin-based carbon source formulated for **denitrification** and biological support when influent BOD is limited.



WHY FURTHER PROCESSING MATTERS

Biodiesel-derived glycerin can vary as feedstocks and plant operating conditions change. Crude glycerin may contain methanol, fatty acids, soaps, salts and other nonglycerin material.

Appearance alone does not define carbon-source quality.
A product can appear clean while still varying in methanol, free fatty acids, dissolved material and available carbon strength. Reliable wastewater performance requires defined chemical specifications and consistent COD from load to load.

PRODUCT PROFILE

FORM	Liquid organic carbon
BASIS	70% glycerin-based
COD	>1,000,000 mg/L
SPECIFIC GRAVITY	1.15-1.29 @ 25°C
METHANOL	< 1%
FREE FATTY ACIDS	< 0.5%

WHY BIOCARB DN IS DIFFERENT

Biocarb DN is **further conditioned, clarified and stabilized before release.** Each load is supplied to defined chemical and carbon-strength specifications - providing quality control beyond appearance alone.

- **More predictable dosing**
  Defined minimum COD supports feed-rate planning.
- **Consistent carbon strength**
  Less exposure to upstream feedstock changes.
- **Controlled residuals**
  Methanol < 1% and free fatty acids (FFA) < 0.5%.
- **Released to specification**
  Chemical performance, not appearance alone.

APPLICATIONS

- Nitrate removal / denitrification
- Low-BOD biological support
- Startup and intermittent-load support
- Municipal and industrial wastewater

Technical note: Values shown are product specifications or typical values. Final feed rates should be established through plant-specific evaluation and adjusted to actual nitrate load, process configuration and operating conditions. Consult the current specification sheet and SDS.

Choose a carbon source defined by performance and specification.

For product data, feed-rate review, sampling or bulk-delivery information:

Sales & Technical Support
757-238-8740 • customerservice@suffolksales.com

SUFFOLK SALES AND SERVICE CORPORATION
www.suffolksales.com • 1-800-628-5

Universal Laboratories

20 Research Drive, Hampton, VA 23666
TELEPHONE: (757)865-0880
TOLL FREE: (800)695-2162
FAX: (757)865-8014

REPORT OF ANALYSIS

TO: **Divers Processing Co, Inc.**

Mr. Andrew Auerbach
1510 Columbus Avenue
Portsmouth, VA 23704

Order ID:	2607380
COC Name:	Not for Compliance Glycerin Testing
Receive Date:	07/23/2026
Report Date:	08/03/2026

This report contains the analytical results for the indicated Project and Order. The results contained in this report relate only to the samples identified in this Order. The analytical results meet all requirements of the 2016 TNI Standard, unless specifically stated or laboratory does not hold accreditation as seen in the Cert # column. This report shall not be reproduced except in full.

The data in this report has been reviewed and validated by: _____
Signature

Erin B. Kemp
Name

President
Title

Glycerin

Lab ID: **2607380-001**

Collection Date: 07/22/2026 16:00

Permit:

Matrix: SOLID

Chemical Oxygen Demand

HACH 8000 modified	Result	Unit	Analysis Date	Analyst	Qual.	RL	Cert#
Holding Time Met	Yes	Yes/No	08/02/2026 10:13	MKL			
Sample Receipt Temperature	22	C	08/02/2026 10:13	MKL	T		
Chemical Oxygen Demand	1040000	mg/Kg	08/02/2026 10:13	MKL		20	

Mercury by ICP

EPA 6010C	Result	Unit	Analysis Date	Analyst	Qual.	RL	Cert#
Holding Time Met	Yes	Yes/No	08/03/2026 13:26	KW			
Sample Receipt Temperature	22	C	08/03/2026 13:26	KW	T		
Mercury, Total	<1	mg/Kg	08/03/2026 13:26	KW	D,	1	460036

Metals by ICP

EPA 6010 C	Result	Unit	Analysis Date	Analyst	Qual.	RL	Cert#
Holding Time Met	Yes	Yes/No	07/30/2026 11:37	EK			
Sample Receipt Temperature	22	C	07/30/2026 11:37	EK	T		
Chromium, Total	0.836	mg/Kg	07/30/2026 11:37	EK		0.5	460036
Copper, Total	0.899	mg/Kg	07/30/2026 11:37	EK		0.5	460036
Lead, Total	0.639	mg/Kg	07/30/2026 11:37	EK		0.5	460036
Zinc, Total	6.05	mg/Kg	07/30/2026 11:37	EK		2	460036

Analytical Quality Control Results Report

COD — *Batch: 080226-001*

LIMS ID	Test	Parameter	Result	RL	Qual	Accuracy Control	Precision Control
2607380-001	COD - AQ MS	Chemical Oxygen Demand (% Recovery)	106 %			81.5 - 117.4	
	COD - AQ DUP	Chemical Oxygen Demand (RPD)	7 %				0 - 26
080226-001-MB-01	COD - AQ MB	Chemical Oxygen Demand	<10 mg/L	10			
080226-001-LCS-01	COD - AQ LCS	Chemical Oxygen Demand (% Recovery)	108 %			89.5 - 110.5	
080226-001-LCS-02		Chemical Oxygen Demand (% Recovery)	103 %			89.5 - 110.5	
080226-001-MB-02	COD - AQ MB	Chemical Oxygen Demand	<10 mg/L	10			

ICP — *Batch: 073026-004*

LIMS ID	Test	Parameter	Result	RL	Qual	Accuracy Control	Precision Control
2607380-001	Mercury - SOLID MS	Mercury, Total (% Recovery)	95 %			74.6 - 125.4	
	Mercury - SOLID MSD	Mercury, Total (RPD)	29 %		D		0 - 20.5
073026-004-MB-01	Mercury - SOLID MB	Mercury, Total	<2.5 mg/Kg	2.5			
073026-004-LCS-01	Mercury - SOLID LCS	Mercury, Total (% Recovery)	92 %			79.5 - 120.5	

PREP ICP SOLID — *Batch: 072826-028*

LIMS ID	Test	Parameter	Result	RL	Qual	Accuracy Control	Precision Control
072826-028-MB-01	Metals, Total 6010 - SOLID MB	Chromium, Total	<0.25 mg/Kg	0.25			
		Copper, Total	<0.25 mg/Kg	0.25			
		Lead, Total	<0.25 mg/Kg	0.25			
		Zinc, Total	<1.0 mg/Kg	1			
072826-028-LCS-01	Metals, Total 6010 - SOLID LCS	Chromium, Total (% Recovery)	97 %			84.6 - 115.4	
		Copper, Total (% Recovery)	95 %			84.6 - 115.4	
		Lead, Total (% Recovery)	99 %			84.6 - 115.4	
		Zinc, Total (% Recovery)	94 %			84.6 - 115.4	

Qualifier Codes

*	If present under the "Cert #" column, indicates that the laboratory does not have 2016 TNI accreditation in Virginia. These analytes should not be reported for Virginia Air, Water, or Waste Laws or the Safe Drinking Water Act to meet their requirements.
B	Analyte was found in the method blank
D	RPD outside acceptable limits
EPL	Exceeds Permit Limit. This is a qualifier to denote that the result exceeds the permit limit of the sample location.
H	Holding time exceeeded
IS	Internal standard outside acceptable limits
J	Result above calibration curve - results are approximate
MI	Matrix Interence
MS	Matrix spike recovery outside acceptable limits
ND	No analyte detected at or above the RL (Reporting Limit) listed
NR	No Results available, analyte not in instrument calibration
QC	Method QC criteria not met; GGA or LCS Failure
R	SM 5210B 7.b. Test replicates show more than 30% difference between high and low values
S	Surrogate outside acceptable limits
V	ICV/CCV/FCV outside acceptable limits

Glossary of Terms

460036	If present under the "Cert #" Column, indicates that the laboratory holds accreditation under the 2016 TNI Standard in Virginia.
Calibration Verfication	(Initial, Continuing, or Final) A standard analyzed at different times to verify that the initial calibration curve is still valid.
Exceeds Benchmark Concentration	Result Exceeds Benchmark concentration listed in the General Permit. Benchmark Concentrations are primarily used to determine the overall effectivenss of the Stormwater pollution prevention plan. Excedence of Benchamrk concentrations does NOT constitute a violation of this permit and does NOT indicate that violation of a water quality standard has occured.
Holding Time	The maximum time that samples may be held prior to analysis and still be considered valid or not compromised.
Internal Standard	A known amount of standard added to a test portion of a sample as a reference for evaluating and controlling the precision and bias of the applied analytical method.
LCS	(Laboratory Control Sample) A sample matrix, free from the analytes of interest, spiked with verified known amounts of analytes or a material containing known and verified amounts of analytes.
MDL	Method Detection Limitis is an estimate of the minimum amount of a substance that an analytical process can reliably detect
Method Blank	A sample of a matrix similar to the batch associated samples (when available) that is free from the analytes of interest and is processed simulatanously with and under the same conditions as samples.
MS/MSD	(Matrix Spike or Matrix Spike Duplicate) A sample prepared by adding a known mass of target analyte to a specified amount of matrix sample for which an independent estimate of target analytes concentration is available. Matrix Spikes are used, for example, to determine the effect of the matrix on a method's recovery efficiency.
RL	(Reporting Limit) The minimum levels, concentrations, or quantities of a target analyte that can be reported within a specified degree of confidence. Generally, this number is equal to or just above the lowest calibration standard run with the analytical batch.
RPD	(Relative Percent Difference) The difference between a set of duplicates or sample spike duplicates.
Surrogate	A substance with properties that mimic the analyte of interest. It is unlikely to be found in environmental samples and is added to them for quality control purposes in Organics.

CHAIN-OF-CUSTODY

UNIVERSAL LABORATORIES

2607380

20 Research Drive
Hampton, VA 23666

Phone: (757) 865-0880
Fax: (757) 865-8014

Company	Divea
Street/Box	
City/State	
Phone	Fax
Contact:	
Job No.	P.O. No.

Analysis Required

Sample ID	Date/Time	Sampled By	Matrix	Sample Type	Field Notes	Preservative	Preservative	Preservative	Preservative	Preservative	Preservative	Preservative	Preservative	Preservative	Lab Number
Glycerin	7/22/26 1600	Client		C (G)		1	1	1							
				C G											
				C G											
				C G											
				C G											
				C G											
				C G											
				C G											
				C G											
				C G											
				C G											
				C G											

Comments: NOT for COMPLIANCE

Cooler Temp at LI 22°C/NL Pres V N/A

Possible Hazards:

Disposal: Lab ☐ Client ☐ Charge ☐

Due Date:

Express Service

Express Service Approval

Relinquished By	Signature	Company Divers Pressing Inc	Date/Time 7/23/26 9:30
Received By	Signature	Company	Date/Time 7/23/26 0930
Relinquished By	Signature	Company	Date/Time
Received By	Signature	Company	Date/Time
Relinquished By	Signature	Company	Date/Time
Received By	Signature	Company	Date/Time

@ 30 psid & determine pH RL 7/23/26

Work Order No.

Delivery Order

Trans ☐ P.U. ☐ Grab ☐ Comp ☐

Shipping/Delivery Charges

Composite Start / Composite Stop

SUFFOLK SALES AND SERVICE
INDUSTRIAL CHEMICALS SINCE 1939

Safety Data Sheet (SDS): **Glycerin 50-95%** **Revision Date 2/2/2018**

Section 1 : Product Identification

- Product Identifier: Glycerin / BIOCARB DN
- Company Identification : Suffolk Sales & Service Corporation CHEMTREC 800-424-9300
  Office 800-628-5185
  www.suffolksales.com
- Use: Intermediate / Supplemental Carbon Source

Section 2 : Hazard(s) Identification

- GHS Classification: Not considered hazardous per OSHA standard 29 CFR 1910.1200.

  P501 Dispose of contents/containers to comply with local, state, and federal regulations

- Other Hazards not Contributing to the Classification: None
- Unknown Acute Toxicity: Not applicable

Section 3 : Composition/Information on Ingredients

CAS #	CHEMICAL NAME	WEIGHT (%)	EINECS #
56-81-5	Glycerin	50-95%	200-289-5
67-56-1	Methanol	<0.1%	200-659-6
124-41-4	Ash	3-7%	NA
67762-38-3	Fatty Acid	<1.0%	263-130-9
7732-18-5	Water	< 45%	215-185-5

Synonyms 1,2,3-propanetriol, glycol alcohol, glycerol triol, aliphatic alcohol

Formula $C_3H_8O_3$

Molecular Weight 92.09 g/mol

EC-No. 200-289-5

GHS Classification of Substance in accordance to Regulation (EC) No. 1272/2008 (CLP/GHS):

Not a hazardous substance or mixture.

Section 4 : First-Aid Measures

IF INHALED: Remove the victim to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical aid.

IF SKIN CONTACT: Wash immediately with at least 15 minutes of water while removing clothing and shoes.

UPON EYE CONTACT: Flush eyes with plenty of water for at least 15 minutes, occasionally lifting the upper and lower lids. Get medical aid immediately.

AFTER INGESTION: If victim is conscious and alert, give 2-4 cupfuls of milk or water. Never give anything by mouth to an unconscious person. Give medical aid immediately. Induce vomiting by giving one teaspoon of Syrup of Ipecac.

Most Important Symptoms Upon Exposure

AFTER INHALATION: May cause respiratory irritation. May cause effects similar to those of ingestion.

AFTER SKIN CONTACT: May cause irritation.

AFTER EYE CONTACT: Produces irritation, chacterized by a burning sensation, redness, tearing, inflammation, and possible corneal injury. Vapors may cause eye irritation. May cause painful sensitization to light.

AFTER INGESTION: Nausea. Vomiting.

MAY APPEAR LATER: Prolonged or repeated skin contact may cause dermatitis.

ON CONTINUOUS/REPEATED EXPOSURE/CONTACT: Chronic inhalation and ingestion may cause effects similar to those of acute inhalation and ingestion.

Indication of any immediate medical attention and special treatment needed: Effects may be delayed. Ethanol may inhibit metabolism.

Section 5 : Fire-Fighting Measures

Extinguishing Media: Preferably, alcohol resistant foam. Water spray. BC Powder. Carbon dioxide

Unsuitable Extinguishing Media: Solid water jet ineffective as extinguishing media.

Special Hazards Arising from the Substance: This product is not a flammable liquid per the OSHA Hazard communication standard, but will ignite and burn at temperatures exceeding the flash point. Spontaneous combustion may occur under high temperature, closed conditions if the material is absorbed in various fiber matrices and oxygen is present (i.e. oily rags). For additional fire related information, see NFPA 30.

Advice to Firefighters:

- Wear self-contained breathing apparatus for fire fighting.
- Cool tanks/drums with water spray/remove them into safety. Do not remove the load if exposed to heat. Take into account fire-fighting water. Use water moderately and if possible collect or contain it.
- Water spray and foam (AFFF/ATC) must be applied carefully to avoid frothing and from as far a distance as possible.
- Keep run-off water out of sewers and water sources.

NFPA: Health 1 Flammability 1 Instability 0 Special Hazards NA

Section 6 : Accidental Release Measures

Personal Precautions: Keep public away. Isolate and evacuate area. Shut off source if safe to do so. ALL CONTAMINATED SURFACES WILL BE SLIPPERY.

Protective Equipment: Use proper personal protective equipment as indicated in Section 8.

Emergency Procedures: Advise authorities and National Response Center (800-424-8802) if the product has entered a water source or sewer. Notify local health and pollution control agencies if appropriate.

Environmental Precautions: Prevent soil and water pollution. Prevent spreading into sewers.

Methods and Materials for containment: Absorb liquid with inert material (i.e. dry sand or earth), then place into a chemical waste container. Remove all sources of ignition. Provide ventilation. A vapor suppressing foam may be used to reduce vapors. Water spray may reduce vapor but may not prevent ignition in closed spaces. Clean contaminated surface thoroughly.

Reference to Other Sections

Section 8 (ppe) and Section 13 (disposal)

Section 7 : Handling and Storage

Precautions for Safe Handling:

Comply with all legal requirements. Wash thoroughly after handling. Use only in a well-ventilated area. Avoid prolonged and repeated skin contact. Ground and bond containers when transferring material. Empty containers retain product residue (liquid and vapor) and can be dangerous. Keep container tightly closed. Avoid contact with heat, sparks, and flames. Avoid ingestion and inhalation. Do not

pressurize, cut, weld, braze, solder, drill, grind, or expose empty containers to heat, sparks or open flame.

Hygiene Measures:

Do not eat, drink, or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking and when leaving work. Wash contaminated clothing before reuse.

Storage Conditions:

Keep away from heat, sparks, and flame. Store in properly closed containers that are appropriately labeled and in a cool, ventilated area away from incompatible substances, heat and sources of ignition. Keep containers dry and tightly closed to avoid moisture absorption and contamination.

Incompatible Materials: Strong oxidizing agents.

Section 8 : Exposure Controls/Personal Protection

Control Parameters - Glycerin

USA ACGIH TLV	NA
USA ACGIH STEL	NA
USA OSHA PEL	5 mg/m3 TWA respirable fraction
USA OSHA PEL	15 mg/m3 TWA, total particulate

American Conference of Governmental Industrial Hygienists

Threshold Limit Value

Short-Term Exposure Limit

Occupational Safety and Health Administration Permissible Exposure Limit

Milligrams per cubic meter of air

Time-Weighted Average (8 hour)

Engineering Controls

Emergency eye wash stations and safety showers should be available in the immediate area of any potential exposure. Keep concentrations well below lower explosive limits (LEL). Local or general exhaust required when using at elevated temperatures that generate vapors or mists.

Personal Protective Equipment

Eye protection: Wear appropriate protective eyeglasses or chemical splash goggles as described by OSHA 1910.133 or European Standard EN166.

Hand and Skin protection: Gloves and clothing of neoprene, nitrile or PVA to prevent skin contact. Glove suitability is based on workplace condition and usage. Contact glove manufacturer for specific glove selection and breakthrough times.

Respiratory Protection: NIOSH or European Standard EN 149 approved respirator with appropriate canisters (or greater APF supplied-air) if aerosol or mist formation and if above exposure limit; in high vapor concentration or fire-fighting self-contained respirator

Section 9 : Physical and Chemical Properties

Appearance: liquid, clear to amber

Odor: mild grainy

Odor threshold: no available data

Solubility: miscible with water

Vapor Density: 3.17 (Air = 1.0)

pH: apparent 5.9 – 8.3

% Volatiles by weight 1

Boiling Point: > 288 degrees C / range > 550 degrees C

Melting Point: 18-20 degrees C

Vapor Pressure: < 1 mm Hg at 25 degrees C

Evaporation Rate: no available data

LEL / UEL : no available data

Flash Point: ≥ 199 degrees C

BTU: 8700

ASH: 7%

Autoignition Temperature: > 260 degrees C

Section 10 : Stability and Reactivity

Reactivity: The product is non-reactive under normal conditions.

Chemical Stability: The material is stable at 70 degrees F, 760 mm Hg pressure

Possibility of hazardous reactions: None under normal processing

Conditions to Avoid: Direct sunlight, high temperature, incompatible materials, open flame, sparks, overheating

Incompatible Materials: Strong oxidizers.

Hazardous Decomposition Products: None known.

Hazardous Polymerization: Has not been reported

Section 11 : Toxicological Information

Acute Toxicity: **Not expected to be acutely toxic. No long-term effects known.**

LD 50 oral	>10,000 mg/kg (1187-2769 mg/kg body weight rabbit)
LD50 dermal	>10,000 mg/kg (rabbit)
LC50 inhalation rat (mg/m3) l hr	➢ 570 mg/m3

Skin corrosion/irritation: Prolonged and repeated contact may cause defatting and drying of the skin and may lead to irritation and/or dermatitis

Serious eye damage/irritation: Produces little or no irritation on direct contact

Respiratory or skin sensitization: Excessive inhalation of mist may result in respiratory irritation. Overheating may produce vapors which may cause respiratory irritation, dizziness and nausea.

Germ cell mutagenicity: None known

Carcinogenicity: Not listed

Reproductivity toxicity: None known

Specific target organ toxicity (single exposure): Not classified

Specific target organ toxicity (repeated exposure): Not classified

Aspiration hazard: Not classified

Section 12 : Ecological Information (non-mandatory)

Section 13 : Disposal Considerations (non-mandatory)

Dispose of in a manner consistent with federal, state, and local regulations.

Section 14 : Transport Information (non-mandatory)

Section 15 : Regulatory Information (non-mandatory)

Section 16: Other Information

The information above is believed to be accurate and represents the best information currently available to us. However, we make no warranty of merchantability or any other warranty, express or implied, with respect to such information, and we assume no liability resulting from its use. Users should make their own investigations to determine the suitability of the information for their particular purposes.

In no way shall Suffolk Sales & Service Corporation be liable for any claims, losses, or damages of any third party or for lost profits or any special, indirect, incidental, consequential or exemplary damages, howsoever arising, even if Glycerin Traders has been advised of the possibility of such damages.

Invitation for Bids

Department of Public Utilities

Delivery of Glycerin

July 15, 2026

New Kent County
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9678

IFB #26-2107PU

The New Kent County Department of Public Utilities (DPU) is soliciting bids from qualified firms for Delivery of Glycerin, to specified water & sewer facilities within New Kent County, Virginia. Signed & sealed bids will be received by US Mail, private courier or in person until **10:00 am on Thursday, August 6, 2026** at the following location:

New Kent County Administration Building
12007 Courthouse Circle
New Kent, Virginia 23124
(804) 966-9500

*Note the bids ***will not*** be received at the DPU office.

Bid packages should be **clearly labeled** on the outside of the sealed envelope:

"SEALED BID – IFB# 26-2107PU
GLYCERIN"

It is the submitting bidder's responsibility to verify that sealed bids have been received by the time & date specified. Bids that are not received on time or appropriately identified will be returned to the submitting firm unopened. All bid packages received on time and appropriately labeled will be recorded and **publicly opened immediately** thereafter. Bid packages will be submitted **in duplicate** in the sealed & labeled envelope.

All bids received as directed above will be turned over to DPU for careful review and evaluation.

It is the intent of the IFB to award the contract to the **lowest responsive and responsible bidder.** The Department of Public Utilities reserves the right to **waive informalities** in any bid received, to **reject any or all bids** in whole or in part, with or without cause. The Department reserves the right to **reject any conditional bid** and will normally reject any bid which makes it impossible to determine the intent of the bid.

The **contact** for the referenced Invitation for Bids is:

Mike Lang
Director
Department of Public Utilities
PO Box 130
New Kent, Virginia 23124
(804) 966-9625
cmlang@newkent-va.us

GENERAL INFORMATION

PURPOSE

The New Kent County Department of Public Utilities is soliciting bids from qualified firms for bulk **delivery of Glycerin**. Additionally, the contract may provide for **additional unspecified chemicals** as needed.

It is the intent of the IFB to determine the **lowest responsive and responsible bidder.**

Submitting firms need not bid on all items for consideration.

BACKGROUND

New Kent County operates the Parham Landing WWTP. The design capacity of the WWTP is 2.0 million gallons per day; however, the current flow is approximately 550,000 gallons per day. As the County grows and existing and approved developments continue to build out, the chemical needs of the process are expected to increase accordingly.

SCOPE-OF-WORK

The scope-of-work includes **all time, materials, labor, equipment, fittings, hoses, licenses, permits, etc. to deliver the specified chemicals to the specified locations in a timely fashion.** Bid items provided will be FOB to the delivery location specified.

The needs of the County currently are delivery of Glycerin to Parham Landing WWTP.

Quantities - Quantities are estimates based on the County's projected need. The price quoted will be good for any quantity.

Packaging - All bags or containers must be in new condition, durable and dust tight, and not readily broken in handling and storage. The contents must be marked. All markings will comply with all federal and state laws as applicable to these chemicals.

Purity - Chemicals supplied under these specifications will not contain metals or substances in quantities capable of producing deleterious or injurious effect upon public health or water quality. Where applicable, the National Sanitation Foundation Standard Number 60 will be used as the guideline for acceptability. Laboratory analysis of BOD, lead, chromium, mercury, zinc and copper by a certified laboratory must accompany the bid submittal.

Labeling of Hazardous Materials - If the items or products requested by this solicitation are "Hazardous Materials" as defined by §62.1-44.34:24 of the Code of Virginia or Title 15 U.S.C. 1261 of the United States Code, then the bidder, by submitting their bid, certifies and warrants that the items or products to be delivered under this contract must be properly labeled as required by the foregoing section(s) and

that by delivering the items or products the bidder does not violate any of the prohibitions of §10.1-1450, et al, Code of Virginia, or Title 15 U.S.C. 1261 et al.

Deliveries - Delivery must be made no later than 5 workdays after receipt of order (ARO), unless otherwise notified. Deliveries must be made during normal working hours (8:00 am - 4:00 pm, local time, Monday through Friday. All deliveries must be made in accordance with the following standards & regulations, where applicable:

- New Kent County Department of Public Utilities **(DPU)** Design Standards
- Occupational Safety & Health Administration **(OSHA)** standards
- U.S. Department of Transportation **(DOT)**
- Virginia Department of Environmental Quality **(DEQ)** and Department of Health **(VDH)** Regulations
- U.S. Environmental Protection Agency **(EPA)**
- Any other applicable local, state or Federal laws or regulations.

SEALED BID PACKAGES

DPU has elected to use a sealed bid process. Bidders may submit a bid on one or more (up to all) of the chemicals referenced. Additionally, sealed Bid Packages requirements are as follows:

- ✓ All bids must be received at the location listed and prior to the date & time specified.
- ✓ All bid documents must be submitted in duplicate.
- ✓ Must be prepared using the **Bid Summary Form** as provided in Appendix A.
- ✓ Must include a completed Vendor Data Sheet, as provided in Attachment B.
- ✓ Must include the signed ***Affidavit of Non-Collusion*** **(Attachment C).**
- ✓ Must include a **Technical Data Sheet**, as well as a Safety Data Sheet (**SDS**) for the product.
- ✓ Must include **laboratory analysis of BOD, lead, chromium, mercury, zinc and copper.**
- ✓ Must state a price that is **inclusive of all costs** associated with the delivery of each chemical to the location specified.
- ✓ Must be **signed** by an authorized representative of the submitting firm.

COOPERATIVE PROCURMENT

This solicitation allows for cooperative procurement, as authorized by the Code of Virginia Section 2.2-4304; which authorizes other public bodies (whom do not have to be named) to utilize cooperative procurement to satisfy requirements for goods and non-professional services. Public bodies not named specifically in this solicitation desiring to purchase from the resulting contract may do so if the contract is modified in writing with concurrence from the contractor to add the specific public body.

CONTRACT TERMS

The terms and conditions of this procurement will be in accordance with the latest edition of the New Kent County Procurement Manual. https://www.co.new-kent.va.us/272/Procurement

The contract duration is for a **period of five (5) full years** from the date of the Notice to Proceed, issued by DPU. Price adjustments may be negotiated annually, based on the applicable Consumer Price Index adjustment over the preceding twelve months.

It is anticipated that the contract term will begin on approximately September 1, 2026.

PAYMENT

Payments on invoices received for services rendered will be made **net 30 days upon receipt of the firm's invoice.** Invoicing and payment will be in strict accordance with the costs outlined for each tank on the Bid Summary Form. Payment will only be made for goods & services received during the invoicing period.

CONTRACT CHANGES

Proposed changes to the contract terms **must be submitted to DPU in writing**. There will be no deviation from the contract schedule, services provided, contract costs or payment schedule, without **prior written authorization from DPU**.

CONTRACT TERMINATION

If the selected bidder proves **unable to accommodate the needs of the County or if the chemicals provided prove to be of inferior quality or other than that specified**, the County may **terminate the contract immediately** for cause. Otherwise, the contract may be terminated for good cause shown by **either party upon 30 days written notice**. There will be **no cost or surcharge** for contract termination prior to the end of the contract period. **Payment will be due only for services provided** prior to the termination date of the contract.

APPENDIX A

BID SUMMARY FORM
WATER & WASTEWATER CHEMICALS
NEW KENT DEPARTMENT OF PUBLIC UTILITIES
IFB #26-2107PU – July 2026

Chemical:	**Glycerin** ($C_3H_8O_3$)
CAS #:	N/A
Strength:	70% Glycerin, 26% Water by weight
Form:	liquid
Delivered in:	bulk
Delivery Location:	Parham Landing WWTP, 7800 Parham Landing Road, West Point, VA
Estimated Quantity:	unknown

Glycerin, as specified (per gallon) $ _____

_____

SUBMITTING FIRM NAME ***FEDERAL ID NUMBER***

_____

PRINT NAME & TITLE ***SIGNATURE***

ATTACHMENT B: VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to not be acceptable.)

1. Qualifications: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
   Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
   _____Years _____Months
4. Vendor Information:
   eVa Vendor ID_____
5. Indicate below a listing of at least four current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company:_____ Contact:_____
   Phone:( )_____ Fax: ( )_____
   Project:_____
   Dates of Service:_____ Value:$_____

   B. Company:_____ Contact:_____
   Phone:( )_____ Fax: ( )_____
   Project:_____
   Dates of Service:_____ Value:$_____

   C. Company:_____ Contact:_____
   Phone:( )_____ Fax: ( )_____
   Project:_____
   Dates of Service:_____ Value:$_____

   D. Company:_____ Contact:_____
   Phone:( )_____ Fax: ( )_____
   Project:_____
   Dates of Service:_____ Value:$_____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date:_____

ATTACHMENT C

TO THE BOARD OF SUPERVISORS:

The undersigned hereby declares that he/she (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

The undersigned also declares that he has carefully examined the Request for Proposal specifications, all annexed instructions, addenda, and attachments and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: _____

Date: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

_____
_____
_____
_____
Telephone: _____
Facsimile: _____

DRAFT Agreement

Delivery of Glycerin
IFB #26-2107

This contract is made this ____ day of _____, 20___ by and between the Board of Supervisors for the County of New Kent, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter the "County") and Suffolk Sales & Service, LLC , whose mailing address is PO Box 6140, Suffolk, VA 23433 (hereinafter the "Contractor").

WHEREAS, pursuant to the Virginia Public Procurement Act, the County has solicited Invitations for Bids for Delivery of Glycerin; and

WHEREAS, the Contractor was a responsible and responsive bidder; and

WHEREAS, the Bid submitted by Contractor for Delivery of Glycerin was the lowest responsive and responsible bid and has been accepted by the County.

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the parties to this Contract agree to the following terms:

1. **Incorporation by Reference**. The County's Invitation for Bids is attached as Exhibit A and made a part hereof. Contractor's Bid Documents dated July 28, 2026, are included as Attachments A & B of the Invitation for Bids, and both are made a part hereof. If any discrepancies arise between the Invitation for Bids and the County's General Terms and Conditions; Contractor agrees to abide by the specifications in the Invitation for Bids and the General Terms and Conditions in Section I.

2. **Time of Performance**. The Contractor agrees to deliver the requested services immediately upon receipt of the Notice to Proceed, estimated to be September 15, 2026.

3. **Costs**. Contractor agrees that the bid price is as follows:

   Glycerin > 70%.....$3.64 /gallon

4. **Payment** will be made subject to the terms of the IFB and the bid.

5. **Rights and Obligations**. The rights and obligations of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party. Any approved successor to the Contract shall be bound by all the terms included herein.

6. **General Terms and Conditions**. Contractor agrees to maintain during the term of this Contract insurance as required in Section I of the County's General Terms & Conditions, and abide by other terms and conditions found in Section I.

7. **Term**. The term of this contract shall be for one year, as listed in the IFB and the bid.

8. **Miscellaneous.**

a. All pronouns used herein shall refer to every gender. Heading or titles in this Contract are only for convenience and shall not have meaning nor effect upon the interpretation of the provisions of this Contract.
b. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.
c. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provisions were not included therein.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Contractor by its duly authorized officers, have caused this contract to be properly executed under seal, the day and year first above written.

_____
Suffolk Sales & Service Corporation LLC

Seal:_____
Title:_____
Date:_____

_____
NEW KENT COUNTY BOARD OF SUPERVISORS

Seal:_____
Title:_____
Date:_____

Approved as to Form:

_____
County Attorney

EXHIBIT A

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Miscellaneous (contracts, easements, resolutions for street acceptance, proclamations, etc.)

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Adoption of a Proclamation Recognizing October 4-10, 2026 as National 4-H Week
Issue	The New Kent Extension Office has requested a proclamation recognizing October 4-10, 2026 as National 4-H Week in New Kent County.
Recommendation	Staff recommends approval
Discussion	District Five Supervisor, Jordan Stewart, is the sponsor of this proclamation. The theme for this year's National 4-H Week is "Beyond Ready" - Focusing on equipping young people with skills for life and career changes. 4-H was founded in 1902.
Time Needed:	Person Appearing:
Request prepared by: Wanda Watkins, Deputy Board Clerk	Telephone:
Copy provided to:	

ATTACHMENT(S):

4-H Week 2026.pdf
National-4-H-Week -Toolkit.pdf

BOARD OF SUPERVISORS
NEW KENT COUNTY, VIRGINIA

PROCLAMATION
OCTOBER 4-10, 2026
NATIONAL 4-H WEEK

WHEREAS, this year's National 4-H Week theme, "Beyond Ready," reminds us that 4-H is building a ready generation in a world of change and equips young people with skills for the future while meeting them where they are today; and

WHEREAS, 4-H is America's largest youth development organization, supporting six million youth across the country; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension System – a community of more than 100 public land-grant colleges and universities across the Nation – that provides experiences for young people to learn by doing; and

WHEREAS, 4-H is in every city and county in the United States and helps 6 million youth become engaged, successful and independent; and

WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE BE IT PROCLAIMED that the New Kent County Board of Supervisors, does hereby proclaim October 4-10, 2026 as **NATIONAL 4-H WEEK** in New Kent County and encourages citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

Attest:_____
Rodney A. Hathaway
County Administrator

_____
Ronald P. Stiers
Chairman

Beyond Ready

National 4-H Week Toolkit

Sunday, Oct. 4 – Saturday, Oct. 10, 2026

Access all National 4-H Week resources at **4-H.org/4-HWeek**

About National 4-H Week

National 4-H Week brings together 6 million youth, 3,300+ Extension educators, 500,000 volunteers, and 35 million alumni to celebrate the incredible impact of 4-H and preparing young people to be Beyond Ready for life and career.

Everything you need to celebrate National 4-H Week starts here! This toolkit includes easy-to-use resources, messaging, and materials to help you engage your community and celebrate National 4-H Week.

This year, we'll rally together to celebrate National 4-H Week on two days:

DAY 1

GO GREEN

Monday, Oct. 5

On Monday of National 4-H Week, Go GREEN and show your 4-H State spirit! A simple, cohesive way for youth, professionals, volunteers, alumni & supporters across the country to celebrate their 4-H programs being Beyond Ready. Let's paint the nation GREEN, on Monday, October 5!

How to Go Green

Show your 4 H spirit and help paint the nation GREEN by:

- Wear green clothing or decorate your office, classroom, or event in green.
- Light up your home or office with green light bulbs.
- Visit a landmark in your state that's set to shine green – find locations on the Go Green Map at 4-H.org/4-HWeek.
- **Share your 'Go Green' moment on social and tag National 4-H, your State 4-H program, and use: #4HBeyondReady #National4HWeek**

Social Media Resources

Download ready-to-use social media graphics at 4-H.org/4-HWeek. Sample social media copy is also provided below.

Social Media Copy

Let's paint the nation green! 💚🍀 We're kicking off #National4HWeek with a bold splash of **[STATE] 4-H** spirit. Whether it's a green hat, shirt, face paint, or even green socks—show the world you're #4HBeyondReady!

Snap a pic in your best green gear, tag @national4H, and help us flood social media with the power of **[STATE] 4-H**. Let's light up every feed with green!

DAY 2

THANKFUL THURSDAY

Thursday, Oct. 8

On Thursday of National 4-H Week, help us shine a light on all the mentors, educators, and volunteers who are making positive impact on you people's lives in 4-H. Share who you're thankful for and celebrate how they are making a difference on Thursday, October 8!

Share your 'Thankful' story on social, tag others in your 4-H community, tag National 4-H and use: #4HBeyondReady #National4HWeek

Social Media Resources

Download ready-to-use social media graphics at 4-H.org/4-HWeek. Sample social media copy is also provided below.

Social Media Copy

💚 **Thankful Thursday is here!** 🍀
Today, we're celebrating the incredible volunteers, educators, mentors, and leaders who make **[STATE] 4-H** stronger every day. Their encouragement, guidance, and support help young people build confidence, discover new passions, and become #4HBeyondReady.

Who has made a difference in your 4-H journey? Give them a shoutout in the comments!

Social Media Graphics (Examples below)

GO GREEN



THANKFUL THURSDAY

Public Relations + Media Resources

The following templates are available on 4-H.org/4-Hweek and customizable to your local, state and regional media to help secure coverage in broadcast, radio and news media. Contact **Yolanda Stephen** (ystephen@fourhcouncil.edu) for more information.

- **National 4-H Week News Release Template**
- **National 4-H Week Letter to the Editor Templates**
- **National 4-H Week Proclamation Template**

Additional Beyond Ready Resources

Make sure to download and use the Beyond Ready initiative assets that were also released including:

- **Brand and Messaging**
- **Print and Digital Advertising**
- **Sizzle video, and much more**

Download these resources and more at 4-H.org/BRresources
Learn more about the Beyond Ready initiative at 4-H.org/BeyondReady

Social Media Guidance

Share your story on social media, then make sure you tag National 4-H Council and use the hashtags below.

TAGS/MENTIONS:

- **Facebook:** @4-H
- **Instagram:** @national4H
- **LinkedIn:** National 4-H Council

HASHTAGS:

- #4HBeyondReady
- #National4HWeek

Alumni Engagement

Once a 4-H'er, always a 4-H'er. 💚

No matter where life has taken you, your 4-H story is still part of something bigger. Join the National 4-H Alumni Network to reconnect with fellow alumni, celebrate the lifelong skills you gained, and help inspire the next generation of leaders.

- 🌱 **Stay connected**
- ⭐ **Share your story**
- 🤝 **Give back to the program that shaped you**



SHOW YOUR 4-H SPIRIT WITH SHOP 4-H

Get ready for National 4-H Week with supplies and essentials from Shop 4-H! From Go Green Gear and event materials to accessories and more, you'll find everything you need to celebrate and show off your 4-H spirit by visiting Shop4-h.org or by clicking HERE



New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Refunds

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	REFUND - Overpayment of Tangible Business Property Tax - AutoZone Stores LLC/AutoZone Store #09740 - $251,308.58
Issue	This business has overpaid business property tax. An appeal with an amended business property return was filed May 15, 2026, stating the 2025 totals filed were an initial project estimate. Due to budget restraints, budgeted business property was not located in New Kent County on January 1, 2025.
Discussion	2025 Tangible Business Property Reported $57,735,844 to $31,906,429.85 (Equipment, Computers, Machinery and tools) Initial tax $818,498,30 to $537,189.72/Credit $251,308.58 (includes changes in tax rate of $3.75 and .75 and what was reported initially per classification) *Company requests credit be applied to 2026 Business Tangible Property Tax due 11/5/2026
Time Needed:	Person Appearing:
Request prepared by: Amanda Stanger	Telephone:
Copy provided to:	

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Refunds

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	REFUND - Holtzman Propane - BP# 28379-2026 - $66.30
Issue	Permit for work already obtained
Fiscal Implications	Mech - $66.30 (Full refund)
Discussion	Refund should be mailed to: Holtzman Propane PO Box 7 Mount Jackson, VA 22842
Time Needed:	Person Appearing:
Request prepared by:	Amanda Stanger Telephone:
Copy provided to:	

ATTACHMENT(S):

REFUND - Holtzman Propane 28379.pdf

New Kent County Board of Supervisors
P O Box 50, 12007 Courthouse Circle
New Kent, VA 23124

CONSENT AGENDA
REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date	September 14, 2026
Reason for refund	Permit for work already obtained. BP# 28379-2026
Refund Amount	$66.30
Name and complete mailing address for refund recipient	Holtzman Propane P O Box 7 Mount Jackson, VA 22842
Line item identification and breakdown	Mech - $66.30 (Full refund)

For Refunds Requested by the Commissioner of Revenue

I certify this to be a complete, full, true and exact request for refund. Certified this _____ day of _____, 20_____.

_____

Signature of Commissioner of Revenue, his deputy or other designated official

Request prepared by: Tracee McLeod, Office Manager, Com Dev-Bldg Divisi Telephone 804-966-9680

Date of Request: August 25, 2026

For Clerk's Use:

Approval date by Board: _____

REVIEWS

Admin: _____ Attorney_____

Finance: _____

Print Form

County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
MECH-028379-2026
Issue Date: 07/30/2026

VUSBC: USBC 2021
Use: R-5

Permit Type: Mechanical (Residential)
Work Class: New

GPIN	Site Address	District
K10-0404-3193	5369 Dandridge Pl , Quinton	3

Owner Information	Mechanics Lien Agent	Contractor Information
Name: MAIN STREET HOMES	Name:	Name: HOLTZMAN PROPANE LC
Address: P O Box 461 MIDLOTHIAN, VA 23113	Address:	Address: P O Box 7 MOUNT JACKSON, VA 22842
Phone: (804) 423-0345	Phone:	Phone: (540) 465-9200
		Lic No: 2705041843
		Issue Date:
		Lic Exp: 11/30/2027

Project Description
SET 1-120 GAL A/G PROPANE TANK & CONNECT TO STUB OUT ///// BLDG-027415 ADDRESS WAS INC(

Zone Code	Firm Zone
A1, A1	X

Nature of Work
DETACHED GARAGE 21X21 441SF

Signature of Approving Official

Date: 07/30/2026

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	$66.30

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Refunds

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	REFUND - Real Estate Tax - Veteran Exemption - $5,060.02
Discussion	Veteran Exemption as of August 21, 2023 2025 - $2,156.40 2024 - $2,120.46 2023 - $783.16
Time Needed:	Person Appearing:
Request prepared by:	Jacqueline Zawodny, Tax Program Administrator — Telephone:
Copy provided to:	

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Supplemental Appropriations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY26 Supplemental Appropriations
Fiscal Implications	1 - To Appropriate Plum Point Fund Balance –Plum Point ($30.75) 2 - To Appropriate Wastewater Revenue Received for the Henrico County Regional Jail East County of Henrico Sheriff's Department ($113,811.04) 3 - To Appropriate the School Security Equipment Grant Funds School Board ($34,093.50) 4 - To Appropriate Additional Funds for the School Nutrition Services Fund School Board ($32,059.74) 5 - To Appropriate Funds Received from VRSA Insurance Fire-Rescue: Claim # 02-25-68126-1-AP, DOL 7/29/2026 ($372.53); Sheriff: Claim # 02-25-68577-1-AP, DOL 7/29/2026 ($13,733.99), Claim # 02-25-67868-1-AP, DOL 7/30/2026 ($5,539.68), Claim # 02-25-73513-1-AP, DOL 8/7/2026 ($2,713.16) 6 - To Appropriate Photo Speed Enforcement Revenue Sheriff: Part-Time Wages ($800.00), Photo Enforcement-Funded Positions ($28,323.93)
Time Needed:	Person Appearing:
Request prepared by: Richard Lawrence, Financial Services Director	Telephone:
Copy provided to:	

ATTACHMENT(S):

13 - September BOS for FY26 (Memo).pdf

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations for Munis (September 14, 2026 BOS Meeting)
Date: August 31, 2026

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Plum Point Fund Balance		
Plum Point ($30.75)		
REVENUE:		
110948-348102 Estimated Fund Balance Used	$ (30.75)	
EXPENDITURE:		
11816500-405899 Miscellaneous		$ 30.75
To Appropriate Wastewater Revenue Received for the Henrico County Regional Jail East		
County of Henrico Sheriff's Department ($113,811.04)		
REVENUE:		
370963-363102 Sewer Service - Jail	$ (113,811.04)	
EXPENDITURE:		
37910500-403310 Repairs & Maintenance		$ 113,811.04
To Appropriate the School Security Equipment Grant Funds		
School Board ($34,093.50)		
REVENUE:		
900000-508000-60406 Security Equipment	$ (34,093.50)	
EXPENDITURE:		
90046009-606016-60406 Non-Capital Equipment Tech Support		$ 34,093.50
To Appropriate Additional Funds for the School Nutrition Services Fund		
School Board ($32,059.74)		
REVENUE:		
700000-510090 Estimated Fund Balance Used	$ (32,059.74)	
EXPENDITURE:		
79851009-606002 Food Supplies SNS		$ 32,059.74

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations for Munis (September 14, 2026 BOS Meeting)
Date: August 31, 2026

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
<u>To Appropriate Funds Received from VRSA Insurance</u>		
Fire-Rescue: Claim # 02-25-68126-1-AP, DOL 7/29/2026 ($372.53);		
Sheriff: Claim # 02-25-68577-1-AP, DOL 7/29/2026 ($13,733.99),		
Claim # 02-25-67868-1-AP, DOL 7/30/2026 ($5,539.68),		
Claim # 02-25-73513-1-AP, DOL 8/7/2026 ($2,713.16)		
REVENUE:		
110918-318203	$ (22,359.36)	
Insurance Recoveries		
EXPENDITURE:		
11321000-405840		$ 372.53
Insurance Damages/Recoveries		
11312000-405840		$ 16,447.15
Insurance Damages/Recoveries		
11351000-405840		$ 5,539.68
Insurance Damages/Recoveries		
<u>To Appropriate Photo Speed Enforcement Revenue</u>		
Sheriff: Part-Time Wages ($800.00),		
Photo Enforcement-Funded Positions ($28,323.93)		
REVENUE:		
110401-314105	$ (29,123.93)	
Photo Speed Enforcement		
EXPENDITURE:		
11312000-401300		$ 800.00
Wages - Part Time Regular		
11312000-402100		$ 1,395.25
FICA/Medicare		
11312000-402310		$ 5,485.00
Hospital/Medical Plans		
11312000-401200		$ 652.10
Wages - Overtime Regular		
11312000-401100		$ 17,879.19
Salaries & Wages - Regular		
11312000-402400		$ 180.84
Group Life Insurance		
11312000-402210		$ 1,816.02
Retirement - VRS		
11312000-402710		$ 696.78
Workers' Compensation		
11312000-402305		$ 218.75
Line of Duty Act (LODA)		
	$ (231,478.32)	**$ 231,478.32**

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations for Munis (September 14, 2026 BOS Meeting)
Date: August 31, 2026

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
$	(51,483.29)	**Total In/Out - General Fund (1101)**
$	(113,811.04)	**Total In/Out - Public Utilities (1514)**
$	(34,093.50)	**Total In/Out - School Grant (2209)**
$	(30.75)	**From Fund Balance - General Fund (1101)**
$	(32,059.74)	**From Fund Balance - School Nutrition (2207)**
	-	*Check*
$	**231,478.32**	**Total**

cc: The Honorable Lee Bailey, Sheriff
Joey McLaughlin III, Chief Deputy
Nancy Lindsey, Finance Manager
April Davidson, Secretary to the Sheriff
Richard Opett, Fire Chief
Lisa Baber, Deputy Fire Chief
Ellen Browne, Administrative Assistant
Mike Lang, Public Utilities Director
Harold Jones, Assistant Public Utilities Director
Jennifer Ronk, Billing Specialist
Becky Wells, Public Utilities Administrative Assistant
Rodney Hathaway, County Administrator
Wanda Watkins, Deputy Clerk of the Board
Krista Eutsey, Public Relations Specialist
Amanda Stanger, Executive Assistant to the County Administrator
Brian Nichols, Superintendent of Schools
Haynie Morgheim, Chief Administrative Officer
Shannon Walton, Business Manager

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Supplemental Appropriations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY27 Supplemental Appropriations
Fiscal Implications	1 - To Appropriate Animal Shelter Donations totaling $537.88 received by the Sheriff's Department 2 - To Appropriate Gifts & Donations: Fire-Rescue: Fountain ($50.00), Williams Trust ($250.00), Leyo ($100.00),Ackley ($100.00), Parrish Hill Baptist Church ($400.00), Lester ($50.00), Huband ($100.00); Sheriff: The Blackbaud Giving Fund ($300.00) 3 - To Appropriate Restitution Funds Sheriff: Ankrom ($286.46), Blottner ($572.00), Edwards ($423.30) 4 - To Appropriate Funds for Sheriff Extra Duty – BLS Blue Line Solutions, LLC: July 2026 ($7,989.70) 5 - To Appropriate Funds for Sheriff Extra Duty – Private: Colonial Downs Group, LLC: 7/10/2026 - 7/12/2026 ($1,225.51), 7/2/2026 - 7/12/2026 ($3,247.60), 7/16/2026 - 8/9/2026 ($10,096.10), 7/18/2026 - 8/2/2026 ($1,538.59) 6 - To Appropriate Photo Speed Enforcement Revenue Sheriff: Innocorp, Ltd. ($61,039.13), Duval Ford ($62,584.24), Urban SDK, LLC ($29,431.20) 7 - To Appropriate Funds from the Virginia Department of Criminal Justice Services Sheriff: July 2026 Temporary Detention Order (TDO) / Emergency Custody Order (ECO) Reimbursement ($567.00) 8 - To Appropriate Funds Received from VRSA Insurance Sheriff: Claim # 02-26-74875-1-AP, DOL 8/14/2026 ($1,227.82), Claim # 02-26-74875-1-AP, DOL 8/27/2026 ($151.64) 9 - To Appropriate Parks & Recreation Co-Sponsorship Funds New Kent Basketball Academy ($400.00), New Kent Giants Travel Ball ($800.00), New Kent Youth Association Baseball Account ($8,112.00) 10 - To Appropriate Vending Machine Sales Funds July 2026: Administration/HR ($54.30) 11 - To Appropriate Interest Income from EDA Series 2022 Lease Revenue Bond July 2026 ($12,271.09) 12 - To Appropriate Interest Income from Series 2022 W&S Bond Public Utilities: July 2026 ($10,005.48) 13 - To Appropriate Interest Income from VRA Series 2026A W&S Bond Public Utilities: July 2026 ($30,843.59)

Time Needed: Person Appearing:

Request prepared by:	Richard Lawrence, Financial Services Director	Telephone:	
Copy provided to:			

ATTACHMENT(S):

13 - September BOS for FY26 (Memo).pdf

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations for Munis (September 14, 2026 BOS Meeting)
Date: August 31, 2026

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
To Appropriate Plum Point Fund Balance		
Plum Point ($30.75)		
REVENUE:		
110948-348102 Estimated Fund Balance Used	$ (30.75)	
EXPENDITURE:		
11816500-405899 Miscellaneous		$ 30.75
To Appropriate Wastewater Revenue Received for the Henrico County Regional Jail East		
County of Henrico Sheriff's Department ($113,811.04)		
REVENUE:		
370963-363102 Sewer Service - Jail	$ (113,811.04)	
EXPENDITURE:		
37910500-403310 Repairs & Maintenance		$ 113,811.04
To Appropriate the School Security Equipment Grant Funds		
School Board ($34,093.50)		
REVENUE:		
900000-508000-60406 Security Equipment	$ (34,093.50)	
EXPENDITURE:		
90046009-606016-60406 Non-Capital Equipment Tech Support		$ 34,093.50
To Appropriate Additional Funds for the School Nutrition Services Fund		
School Board ($32,059.74)		
REVENUE:		
700000-510090 Estimated Fund Balance Used	$ (32,059.74)	
EXPENDITURE:		
79851009-606002 Food Supplies SNS		$ 32,059.74

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations for Munis (September 14, 2026 BOS Meeting)
Date: August 31, 2026

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:	Revenue	Expenditure
<u>To Appropriate Funds Received from VRSA Insurance</u>		
Fire-Rescue: Claim # 02-25-68126-1-AP, DOL 7/29/2026 ($372.53);		
Sheriff: Claim # 02-25-68577-1-AP, DOL 7/29/2026 ($13,733.99),		
Claim # 02-25-67868-1-AP, DOL 7/30/2026 ($5,539.68),		
Claim # 02-25-73513-1-AP, DOL 8/7/2026 ($2,713.16)		
REVENUE:		
110918-318203	$ (22,359.36)	
Insurance Recoveries		
EXPENDITURE:		
11321000-405840		$ 372.53
Insurance Damages/Recoveries		
11312000-405840		$ 16,447.15
Insurance Damages/Recoveries		
11351000-405840		$ 5,539.68
Insurance Damages/Recoveries		
<u>To Appropriate Photo Speed Enforcement Revenue</u>		
Sheriff: Part-Time Wages ($800.00),		
Photo Enforcement-Funded Positions ($28,323.93)		
REVENUE:		
110401-314105	$ (29,123.93)	
Photo Speed Enforcement		
EXPENDITURE:		
11312000-401300		$ 800.00
Wages - Part Time Regular		
11312000-402100		$ 1,395.25
FICA/Medicare		
11312000-402310		$ 5,485.00
Hospital/Medical Plans		
11312000-401200		$ 652.10
Wages - Overtime Regular		
11312000-401100		$ 17,879.19
Salaries & Wages - Regular		
11312000-402400		$ 180.84
Group Life Insurance		
11312000-402210		$ 1,816.02
Retirement - VRS		
11312000-402710		$ 696.78
Workers' Compensation		
11312000-402305		$ 218.75
Line of Duty Act (LODA)		
	$ (231,478.32)	**$ 231,478.32**

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY26 Supplemental Appropriations for Munis (September 14, 2026 BOS Meeting)
Date: August 31, 2026

FY26 (July 2025 - June 2026)

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
$	(51,483.29)	**Total In/Out - General Fund (1101)**
$	(113,811.04)	**Total In/Out - Public Utilities (1514)**
$	(34,093.50)	**Total In/Out - School Grant (2209)**
$	(30.75)	**From Fund Balance - General Fund (1101)**
$	(32,059.74)	**From Fund Balance - School Nutrition (2207)**
	-	*Check*
$	**231,478.32**	**Total**

cc: The Honorable Lee Bailey, Sheriff
Joey McLaughlin III, Chief Deputy
Nancy Lindsey, Finance Manager
April Davidson, Secretary to the Sheriff
Richard Opett, Fire Chief
Lisa Baber, Deputy Fire Chief
Ellen Browne, Administrative Assistant
Mike Lang, Public Utilities Director
Harold Jones, Assistant Public Utilities Director
Jennifer Ronk, Billing Specialist
Becky Wells, Public Utilities Administrative Assistant
Rodney Hathaway, County Administrator
Wanda Watkins, Deputy Clerk of the Board
Krista Eutsey, Public Relations Specialist
Amanda Stanger, Executive Assistant to the County Administrator
Brian Nichols, Superintendent of Schools
Haynie Morgheim, Chief Administrative Officer
Shannon Walton, Business Manager

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Interdepartmental Budget Transfers

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY26 Interdepartmental Budget Transfers
Fiscal Implications	1 - General Fund - From Purchase of Jail Space ($70,043.85) to Insurance Damages/Recovers - Sheriff's Office $70,043.85. 2 - General Fund - From General Services Repairs and Maintenance Supplies ($10,409.23) to County Recycling - $10,409.23. 3 - County Capital Fund - From Office 365 ($16,905.78), Courthouse Equipment Upgrade (923.80), Park Development ($1,079.18) to IT Surveillance Cameras $10,419.65, Integrate Software Update $6,449.93, Voting Equipment $960.00, Pine Fork Basketball $1,079.18. 4 - General Fund - From Reserved for Contingency ($42,714.54) to Fire Vehicle and Powered Equipment Supplies $42,613.30, General District Court Appointed Attorney Fees $84.79, and Unemployment Benefits $16.45. 5 - Public Utilities Fund - From Machinery and Equipment ($131,041.43) to Repairs and Maintenance $125,429.43, Administrative Paying Agent Fee $612.00, Cost of Bond Issuance $5,000.00. 6 - County Capital Fund - School Appropriations from Prior Years ($8,523.38) to Security Equipment $8,523.38. 7 - Debt Service Fund - From INT-SER 2021A C&F REFUND ($31.62), PRIN-SERIES 2014 REF BNDS-SCH ($0.92), INT-PRIMARY SCHOOL (05-26) ($0.76), INT-EDA 2022 LEASE REV BOND ($0.75), INT-SERIES 2014 REF BNDS-SCH ($0.68), INTEREST - FIRE EQIUP LEAS PUR ($0.35), INT-VPSA-ELE SCH (07-28) 2006 ($0.35), PRIN-SERIES 2014 REF BNDS-SCH ($0.08), INT-VPSA (07-27) NEW HIGH SCH $(0.06), Reserve for Additional Debt ($564.87) to Administrative Paying Agent Fee $600.00, INT-SERIES 2014 REF BNDS SCH - $0.44. 8 - General Fund & DSS Fund - From State Reimbursement (DSS) ($14,395.64), Reserved for Contingency (General Fund) (14,395.64) to Transfer from General Fund (DSS) $14,395.64, Transfer to Social Services (General Fund) $14,395.64. 9 Public Utilities Capital - From Sewer Master Plan ($9,811.30) to Sewer Pump Station Upgrades $9,811.30.
Time Needed:	Person Appearing:
Request prepared	Richard Lawrence, Telephone:

by: Financial Services Director

Copy provided to:

ATTACHMENT(S):
Spet_BoS_Transfers2.pdf

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: FY26

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
11317000-403800	Purchsae of Jail Space	$ 70,043.85	11312000-405840	Insurance Damages/Recoveries	$ 70,043.85
		$ 70,043.85			$ 70,043.85

Explanation for transfer:

Budget Tansfer needed to cover insurance claim shortages for FY26

NLC — PREPARE'S INITIALS

8/11/2026 — DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: New Kent Sheriff's Department

DEPT HEAD SIGNATURE: Lee S Bailey

L.S. Bailey, Sheriff

DATE: August 11, 2026

COUNTY ADMINISTRATOR APPROVAL: 8/11/26

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Jun-26

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
11432000 406007	REPAIR & MAINTENANCE SUPPLIES	$ 10,409.23	11423000 403194	COUNTY RECYCLING	$ 10,409.23
		$ 10,409.23			$ 10,409.23
		$ -			

Explanation for transfer:

EOY BUDGET TRANSFER DUE TO COUNTY RECYLING OVERAGE

REL 8/25/2026
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCE

DEPT HEAD SIGNATURE: [signature]

DATE: 8/25/26

COUNTY ADMINISTRATOR APPROVAL: [signature] 8-25-2026

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
31180000 418010	OFFICE 365 & VIRTUAL DESKTOPS	$ 16,905.78	31180000 418030	IT SURVEILLANCE CAMERAS	$ 10,419.65
31180000 418091	COURTHOUSE EQUIPMENT UPGRADE	$ 923.80	31180000 418040	FINANCE-UPGRADE INTEGRATED SOF	$ 6,449.93
31780000 478020	PARK DEVMNT-CNTY FNDS-PINE FRK	$ 1,079.18	31180000 418140	VOTING EQUIPMENT	$ 960.00
			31780000 478120	PARK DEV-PINE FORK BASKETBALL	$ 1,079.18
		$ 18,908.76			$ 18,908.76
		$ -			

Explanation for transfer:

CAPITAL FUND EOY TRANSFER REQUEST

REL 9/1/2026
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: _____

DATE: 9/1/26

COUNTY ADMINISTRATOR APPROVAL: _____ 9/1/2026

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
11914000 409301	RESERVED FOR CONTINGENCY	$ 42,714.54	11321000 406009	VEHICLE& POWERED EQUIP SUPPLIES	$ 42,613.30
			11212000 403153	APPOINTED ATTORNEY'S FEES	$ 84.79
			11915000 405835	UMEMPLOYMENT BENEFITS	$ 16.45
		$ 42,714.54			$ 42,714.54
		$ -			

Explanation for transfer:

GENERAL FUND FINAL OVERAGE TRANSFER - EOY

REL 8/28/2026
DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: [signature]

DATE: 8/28/26

COUNTY ADMINISTRATOR APPROVAL: [signature] 8/31/2026

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
37910600 408001	MACHINERY & EQUIPMENT	$ 131,041.43	37910500 403310	REPAIRS & MAINTENANCE	$ 125,429.43
			37951000 409100	ADMINISTRATIVE PAYING AGENT-CO	$ 612.00
			37952004 409180	COST OF BOND ISSUANCE	$ 5,000.00
		$ 131,041.43			$ 131,041.43
		$ -			

Explanation for transfer:

PUBLIC UTILITIES EOY TRANSFER REQUEST

REL 9/1/2026
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: _____

DATE: 9/1/26

COUNTY ADMINISTRATOR APPROVAL: _____ 9/1/2026

R. 6/15/2012

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount		FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
31690000 468220	APPROPRIATIONS FROM PRIOR YEARS	$ 8,523.38		31690000 468090	SECURITY EQUIPMENT	$ 8,523.38
		$ 8,523.38				$ 8,523.38
		$ -				

Explanation for transfer:

SCHOOL TRANSFER REQUEST

REL 9/1/2026
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: [signature]

DATE: 9/1/26

COUNTY ADMINISTRATOR APPROVAL: [signature] 9/1/2026

New Kent County Public Schools
DR. BRIAN J. NICHOLS, SUPERINTENDENT
P.O. BOX 110
12003 NEW KENT HIGHWAY
NEW KENT, VIRGINIA 23124
(804) 966-9650
Fax (804) 966-8556

RON VAUGHT, CHAIR
HEATHER DONBROSKY, VICE-CHAIR
JESSICA STEWART
HELENA CUNHA
GREGORY REIMER

May 21, 2026

To: Honorable Members of the School Board

From: Haynie Morgheim, Chief Administrative Officer

Subject: Appropriation of School Security Grant and Transfer of Matching Funds

New Kent County Public Schools was awarded the School Security Equipment Grant in the amount of $34,093.50 for a total of $42,616.88 for School Security Equipment, which will be used to purchase security equipment for New Kent Middle School and New Kent High School. Staff recommend that the School Board appropriate these additional funds and transfer the required match of $8,523.38 from CIP Appropriation of Prior Year Funds.

Appropriation of Grant Award –

Revenue: 900000-508000-60406	$34,093.50	Security Equipment Grant
Expenditure: 90046009-606016-60406	$34,093.50	Non-Capital Equipment-Security

---

Transfer $8,523.38 from 31690000-468220 (Appropriation of Prior Year Funds) to 31690000-468090 (Security Equipment) in our CIP fund.

Thank you. If you have any questions, please contact me at X8586.

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number			Account Description	Amount		FUNDS GOING TO (DEBIT) Account Number			Account Description	Amount	
33951200	409120	14058	INT-SER 2021A C&F REFUND		31.62	33951000	409100		ADMINISTRATIVE PAYING AGENT-CO	$	600.00
33951200	409110	14054	PRIN-SERIES 2014 REF BNDS-SCH		0.92	33951200	409120	14054	INT-SERIES 2014 REF BNDS-SCH	$	0.44
33955000	409120	14051	INT-PRIMARY SCHOOL (05-26)		0.76						
33951200	409120	14002	INT-EDA 2022 LEASE REV BOND		0.75						
33955000	409120	14054	INT-SERIES 2014 REF BNDS-SCH		0.68						
33951200	409120	14055	INTEREST - FIRE EQIUP LEAS PUR		0.35						
33955000	409120	14052	INT-VPSA-ELE SCH (07-28) 2006		0.35						
33955000	409110	14054	PRIN-SERIES 2014 REF BNDS-SCH		0.08						
33955000	409120	14053	INT-VPSA (07-27) NEW HIGH SCH		0.06						
33931000	409303		RESERVE ADDL DEBT REQUIRE/FIRE	$	564.87						
				$	600.44					$	600.44
				$	-						

Explanation for transfer:

DEBT SERVICE EOY TRANSFER REQUEST

REL 9/1/2026
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: _____

DATE: _____

COUNTY ADMINISTRATOR APPROVAL: _____ 9/1/2026

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____ BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT)					FUNDS GOING TO (DEBIT)			
Account Number			Account Description	Amount	Account Number		Account Description	Amount
250924	324200	20609	STATE REIMBURSEMENT	$ 14,395.64	250949	349201	TRANS FROM GENERAL	$ 14,395.64
11914000	409301		RESERVED FOR CONTINGENCY	$ 14,395.64	11931000	409206	TRANS TO SOCIAL SERVICES 1201	$ 14,395.64
				$ 28,791.28				$ 28,791.28
				$ -				

Explanation for transfer:

EOY TRANSFER TO BRING FUND BALANCE TO $0.00. UNEXPECTED AUGUST AP AND PAYROLL ACCRUAL REQUIRED A SECOND TRANSFER ADJUSTMENT

REL 9/1/2026

INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: _____

DATE: _____

COUNTY ADMINISTRATOR APPROVAL: _____ 9/1/2026

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: _____

BATCH # _____ _____

REF # _____ _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount		FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
37940000 408662	SEWER MASTER PLAN	$ 9,811.30		37940000 408662	SEWER PUMP STATIONS UPGRADES	$ 9,811.30
		$ 9,811.30				$ 9,811.30
		$ -				

Explanation for transfer:

EOY CAPITAL TRANSFER - PU

REL 9/1/2026
INITIALS DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCIAL SERVICES

DEPT HEAD SIGNATURE: [signature]

DATE: 9/1/26

COUNTY ADMINISTRATOR APPROVAL: [signature] 9/1/2026

Richard E. Lawrence

From: Rebecca S. Wells
Sent: Friday, August 7, 2026 10:14 AM
To: Richard E. Lawrence; Mike Lang
Subject: RE: FY26 Capital Budget Transfers Needed

CDM Smith PO 20260066 was split between 37940000-408662 & 408665. Can there be a budget transfer from 408665 to 408662 to cover the overage of 9,811.30?

Becky Wells | Exec. Asst/Budget Specialist | New Kent Public Utilities
PO Box 130
7051 Poindexter Rd
New Kent, VA 23124

From: Richard E. Lawrence <relawrence@newkent-va.us>
Sent: Friday, July 24, 2026 2:52 PM
To: Mike Lang <cmlang@newkent-va.us>; Rebecca S. Wells <rswells@newkent-va.us>
Subject: FY26 Capital Budget Transfers Needed

Good afternoon,

Below is a quick snippet of the CIP items that are currently over budget in FY26. Please let me know if you have a transfer in mind to cover these differences or if you would like Finance to assist. Thanks!

Org	Object	Description	2026 Revised Budget	2026 Actual	2026Encumb
37940000	408639	COLONIES SITE UPGRADES	2,358,683.62	1,656,168.76	
37940000	408636	PAMUNKEY LAND ACQUISITION	649,976.20	252,365.95	
37940000	408662	SEWER PUMP STATIONS UPGRADES	10,345.00	20,156.30	
37940000	408601	SCADA SYS INSTALLATION-WATER	53,902.00	9,480.00	
37940000	408666	COLONIAL DOWNS WELL PUMP UPGRA	22,240.00	22,240.00	
37940000	408672	TANK MIXING	50,000.00	45,167.87	
37940000	408671	CARBON CONTROL SYSTEM RECONSTR	255,000.00	246,088.83	
37940000	408661	WATER SYSTEM INTERCONN. - CENT	153,695.00	63,401.79	
37940000	408664	SEWER FIELD ASSESSMENT AND REP	171,997.40	45,359.40	
37940000	408605	VEHICLE REPLACEMENT	102,891.37	89,006.00	
37940000	408674	EASEMENT CLEARING	95,000.00	78,000.00	
37940000	408665	SEWER MASTER PLAN	87,582.45	69,950.15	
37940000	408628	RAW WATER PUMP TR ENGINEER STU	20,980.40	0.00	
37940000	408648	MAINT MGMNT SYSTEM NEEDS ASSES	30,152.05	0.00	
37940000	408645	UTILTIES OP CENTER SITE PLAN	322,257.85	263,590.75	
37940000	408653	ELEVATD STORAGE TANK BRICKSHIR	10,239,803.68	2,344,838.90	
37940000	408668	I-64 EASEMENT ACCESS	63,568.27	6,128.40	
37940000	408673	CHICKAHIMINY MAINT YARD	75,000.00	8,214.52	
37940000	408602	SCADA SYS INSTALLATION-SEWER	347,104.00	223,897.09	
37940000	408646	RETAINAGE PAYABLE - YE ADJUSTM	0.00	-53,042.88	
37940000	408613	TLLYSVLLE SPS SPIRAL LFT GRNDR	1,879,961.42	1,743,150.52	

37940000	408655	GENERATOR REPLACEMENTS	150,493.38	56,756.24	
37940000	408652	WATER SYS INTERCONN PHS 1B	135,390.00	19,290.00	
37940000	408659	SURFACE WATER WITHDRAWAL PROJE	1,244,143.99	1,127,344.87	
37940000	408618	WATER SYSTEM INTERCONN. PHS 1A	465,370.00	145,975.42	
37940000	408650	CULTURAL RESOURCES SURVEYS	350,000.00	0.00	
37940000	408642	SOLIDS STABILIZATION DEWATERIN	13,888,475.60	3,614,555.44	
37940000	408660	PAMUNKEY RIVER INTAKE	1,650,000.00	890,762.00	

Total Availab

Richard E. Lawrence III
Director of Financial Services
12007 Courthouse Circle / PO Box 150
New Kent, VA 23124
(804) 966-9694 – Office
(804) 401-9493 – Cell

New Kent
COUNTY · VIRGINIA
A GREAT PLACE TO GROW

Website: co.new-kent.va.us

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Interdepartmental Budget Transfers

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	FY27 Interdepartmental Budget Transfers
Fiscal Implications	1 - General Fund - From Reserved for Contingency ($6,000.00) to Professional Services - Clerk of the Board $6,000.00
Time Needed:	Person Appearing:
Request prepared by:	Richard Lawrence, Financial Services Director — Telephone:
Copy provided to:	

ATTACHMENT(S):

FY27 Sept_BoS_Transfers2.pdf

BUDGET TRANSFER FORM

ACCOUNTING PERIOD: Aug-26 FY27

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT) Account Number	Account Description	Amount	FUNDS GOING TO (DEBIT) Account Number	Account Description	Amount
11914000-409301	Reserved For Contingency	$ 6,000.00	11110200-403170	Professional Services	$ 6,000.00
	Requires BOS Approval				
		$ 6,000.00			$ 6,000.00

Explanation for transfer: Engineering Plan Review Services for Woodhaven Dam Repair Project

RAH — PREPARE'S INITIALS

8/6/2026 — DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: Administration

DEPT HEAD SIGNATURE: _____

DATE: 8/6/2026

COUNTY ADMINISTRATOR APPROVAL: 8-6-2026

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

July 23, 2026

Rodney Hathaway
County Administrator
New Kent County, VA

RE: Kent Lake Dam Repairs Plan Review

Dear Mr. Hathaway:

Timmons Group is pleased to provide you with a copy of our scope of work and fee proposal for services associated with Kent Lake Dam.

If you have any questions or if further information is needed, please do not hesitate to contact me at (804) 200-6413 or email at mike.claud@timmons.com.

Sincerely,

Michael L. Claud, P.E., CFM
Principal, Stormwater Services Practice Lead

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

Kent Lake Dam Repairs Plan Review

July 23, 2026

Under this Agreement, Timmons Group will provide initial review of the Kent Lake Dam Repairs plan set prepared by AMT, dated 4/10/2025, for general constructability on behalf of New Kent County.

The following documents were received electronically on 7/7/2026:

- 2025-04-10 Kent Lake Dam Repairs Plans

The proposed budget is for the initial review only. Should additional reviews be necessary, TG will provide updated fee estimates in a change order form for each subsequent submittal.

This review will be performed on a Fixed Fee basis as stated below. TG will deliver written responses to New Kent County within **two (2) weeks** of receiving this document, acknowledged and accepted to serve as Notice to Proceed.

Fee

Task 1. Initial Review Services $6,000

Exclusions:

The following services have not been included as part of this proposal.

- Any other services not specifically outlined within this proposal

ACKNOWLEDGED AND ACCEPTED:

By: _____

Name: _____

Title: _____

Date: _____

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Treasurer's Report

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Treasurer's Report - July 2026
Discussion	Total cash as of July 31, 2026 - $120,341,772.94
Time Needed:	Person Appearing:
Request prepared by:	Charles Evelyn, Treasurer — Telephone:
Copy provided to:	

ATTACHMENT(S):

2026-7 July Cash Report.pdf

New Kent COUNTY

Treasurer's Office

Cash Report

As of July 31, 2026

Cash Account Balance (total per statements)	**42,916,158.61**
Investments (per statements)	
C&F - Certificates of Deposit	8,821,067.71
Local Government Investment Pool	5,021.27
Virginia Investment Pool	68,253,882.28
Total Investments	**77,079,971.26**
Total Cash and Investments	**119,996,129.87**
Escrow Accounts (Soil and Erosion)	345,643.07
Total Cash in Bank	***120,341,772.94*** *including escrow funds*

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 Presentations

Subject	**Presentation of a Proclamation Recognizing October 4-10, 2026 as National 4-H Week and Update on 4-H Activities**
Issue	The New Kent Extension Office has requested a proclamation recognizing October 4-10, 2026 as National 4-H Week in New Kent County. This proclamation was adopted as a part of this meeting's consent agenda.
Recommendation	None
Discussion	District Five Supervisor, Jordan Stewart, is the sponsor of this proclamation. The theme for this year's National 4-H Week is "Beyond Ready" - Focusing on equipping young people with skills for life and career changes. 4-H was founded in 1902.

Time Needed: Person Appearing: District 5 Supervisor, Jordan Stewart, Extension Agent, 4-H Youth Development - Unit Coordinator James Mason, Jr. and 4-H Member Shaiah Lerner

Request prepared by: Wanda Watkins, Deputy Board Clerk Telephone:

Copy provided to:

ATTACHMENT(S):

4-H Week 2026.pdf
National-4-H-Week -Toolkit.pdf

BOARD OF SUPERVISORS
NEW KENT COUNTY, VIRGINIA

PROCLAMATION
OCTOBER 4-10, 2026
NATIONAL 4-H WEEK

WHEREAS, this year's National 4-H Week theme, "Beyond Ready," reminds us that 4-H is building a ready generation in a world of change and equips young people with skills for the future while meeting them where they are today; and

WHEREAS, 4-H is America's largest youth development organization, supporting six million youth across the country; and

WHEREAS, 4-H programs are delivered by the Cooperative Extension System – a community of more than 100 public land-grant colleges and universities across the Nation – that provides experiences for young people to learn by doing; and

WHEREAS, 4-H is in every city and county in the United States and helps 6 million youth become engaged, successful and independent; and

WHEREAS, 4-H connects young people and adults to their communities, preparing them for work and life through experiential and inquiry-based learning while providing emerging research for positive youth development; and

WHEREAS, expanding from its strong agricultural roots, 4-H helps young people explore the world around them and grow into productive adults; and

WHEREAS, supporting future leaders in science, agriculture and community leadership is an important imperative for U.S. Department of Agriculture National Institute of Food and Agriculture 4-H program; and

NOW, THEREFORE BE IT PROCLAIMED that the New Kent County Board of Supervisors, does hereby proclaim October 4-10, 2026 as **NATIONAL 4-H WEEK** in New Kent County and encourages citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

Attest:_____
Rodney A. Hathaway
County Administrator

_____
Ronald P. Stiers
Chairman

Beyond Ready

National 4-H Week Toolkit

Sunday, Oct. 4 – Saturday, Oct. 10, 2026

Access all National 4-H Week resources at **4-H.org/4-HWeek**

About National 4-H Week

National 4-H Week brings together 6 million youth, 3,300+ Extension educators, 500,000 volunteers, and 35 million alumni to celebrate the incredible impact of 4-H and preparing young people to be Beyond Ready for life and career.

Everything you need to celebrate National 4-H Week starts here! This toolkit includes easy-to-use resources, messaging, and materials to help you engage your community and celebrate National 4-H Week.

This year, we'll rally together to celebrate National 4-H Week on two days:

DAY 1

GO GREEN

Monday, Oct. 5

On Monday of National 4-H Week, Go GREEN and show your 4-H State spirit! A simple, cohesive way for youth, professionals, volunteers, alumni & supporters across the country to celebrate their 4-H programs being Beyond Ready. Let's paint the nation GREEN, on Monday, October 5!

How to Go Green

Show your 4 H spirit and help paint the nation GREEN by:

- Wear green clothing or decorate your office, classroom, or event in green.
- Light up your home or office with green light bulbs.
- Visit a landmark in your state that's set to shine green – find locations on the Go Green Map at 4-H.org/4-HWeek.
- **Share your 'Go Green' moment on social and tag National 4-H, your State 4-H program, and use: #4HBeyondReady #National4HWeek**

Social Media Resources

Download ready-to-use social media graphics at 4-H.org/4-HWeek. Sample social media copy is also provided below.

Social Media Copy

Let's paint the nation green! 💚🍀 We're kicking off #National4HWeek with a bold splash of **[STATE] 4-H** spirit. Whether it's a green hat, shirt, face paint, or even green socks—show the world you're #4HBeyondReady!

Snap a pic in your best green gear, tag @national4H, and help us flood social media with the power of **[STATE] 4-H**. Let's light up every feed with green!

DAY 2

THANKFUL THURSDAY

Thursday, Oct. 8

On Thursday of National 4-H Week, help us shine a light on all the mentors, educators, and volunteers who are making positive impact on you people's lives in 4-H. Share who you're thankful for and celebrate how they are making a difference on Thursday, October 8!

Share your 'Thankful' story on social, tag others in your 4-H community, tag National 4-H and use: #4HBeyondReady #National4HWeek

Social Media Resources

Download ready-to-use social media graphics at 4-H.org/4-HWeek. Sample social media copy is also provided below.

Social Media Copy

💚 **Thankful Thursday is here!** 🍀
Today, we're celebrating the incredible volunteers, educators, mentors, and leaders who make **[STATE] 4-H** stronger every day. Their encouragement, guidance, and support help young people build confidence, discover new passions, and become #4HBeyondReady.

Who has made a difference in your 4-H journey? Give them a shoutout in the comments!

Social Media Graphics (Examples below)

GO GREEN



THANKFUL THURSDAY

Public Relations + Media Resources

The following templates are available on 4-H.org/4-Hweek and customizable to your local, state and regional media to help secure coverage in broadcast, radio and news media. Contact **Yolanda Stephen** (ystephen@fourhcouncil.edu) for more information.

- **National 4-H Week News Release Template**
- **National 4-H Week Letter to the Editor Templates**
- **National 4-H Week Proclamation Template**

Additional Beyond Ready Resources

Make sure to download and use the Beyond Ready initiative assets that were also released including:

- **Brand and Messaging**
- **Print and Digital Advertising**
- **Sizzle video, and much more**

Download these resources and more at 4-H.org/BRresources
Learn more about the Beyond Ready initiative at 4-H.org/BeyondReady

Social Media Guidance

Share your story on social media, then make sure you tag National 4-H Council and use the hashtags below.

TAGS/MENTIONS:

- **Facebook:** @4-H
- **Instagram:** @national4H
- **LinkedIn:** National 4-H Council

HASHTAGS:

- #4HBeyondReady
- #National4HWeek

Alumni Engagement

Once a 4-H'er, always a 4-H'er. 💚

No matter where life has taken you, your 4-H story is still part of something bigger. Join the National 4-H Alumni Network to reconnect with fellow alumni, celebrate the lifelong skills you gained, and help inspire the next generation of leaders.

- 🌱 **Stay connected**
- ⭐ **Share your story**
- 🤝 **Give back to the program that shaped you**



SHOW YOUR 4-H SPIRIT WITH SHOP 4-H

Get ready for National 4-H Week with supplies and essentials from Shop 4-H! From Go Green Gear and event materials to accessories and more, you'll find everything you need to celebrate and show off your 4-H spirit by visiting Shop4-h.org or by clicking HERE



New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Presentations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	to Authorize the County Administrator to execute an agreement between the County and the Virginia Department of Transportation.
Subject	**Approval of Project Administration Agreement with Virginia Department of Transportation for the Route 249 and Dispatch Road Roundabout**
Issue	New Kent County was awarded $3,543,145 from the VDOT Revenue Share Program for the Route 249 and Dispatch Road Roundabout. The Revenue Share Program requires at least fifty percent local match, which may be comprised of the CVTA Local and/or CVTA Regional funding that has been awarded and programmed. Likewise, the Project Agreement establishes the parameters for the county to administer the project locally through construction.
Recommendation	Authorize the County Administrator to execute the proposed agreement between the County and the Virginia Department of Transportation in a form approved by the County Attorney.
Legislative History	In coordination with VDOT, New Kent County has developed a preliminary design and cost estimate for a roundabout at the intersection of Route 249 and Dispatch Road. In 2026, New Kent County was awarded funding from the VDOT Revenue Share Program and the Central Virginia Transportation Authority (CVTA) Regional Funding Program to advance the design and construction as a locally administered project.

Time Needed:	10 minutes	Person Appearing:	Amy Inman, Transportation Development Director
Request prepared by:	Amanda Stanger	Telephone:	804-966-5187
Copy provided to:			

ATTACHMENT(S):

2026-08-12 New Kent RAB 249-Dispatch Road V5.0.pdf
NKCBOSMemoRt249DispatchRAB08242026.pdf
UPC 129730 Draft Agreement.pdf

LEGEND

- PROP. MILL AND OVERLAY
- PROP. NEW PAVEMENT
- PROP. CURB/CURB AND GUTTER
- PROP. TRUCK APRON
- PROP. CONCRETE ITEMS
- PROP. SIDEWALK
- PROP. GRASS/LANDSCAPED AREA
- PROP. STORMWATER MGMT. FACILITY (BMP)
- EX. RIGHT OF WAY
- PROP. RIGHT OF WAY
- PROP. STORM PIPE
- PROP. STORM STRUCTURE



THIS DRAWING PREPARED AT THE
CORPORATE OFFICE
7053 Celebration Park Ave, Suite 300 | Richmond, VA 23225
TEL 804.200.6500 FAX 804.560.1016 www.timmons.com

YOUR VISION ACHIEVED THROUGH OURS.

Site Development | Residential | Infrastructure | Technology

REVISION DESCRIPTION	DATE

DATE: 8/12/2026
DRAWN BY: GTB
DESIGNED BY: CMK
CHECKED BY: CMK
SCALE: 1" = 60'

TIMMONS GROUP

ROUTE 249 - DISPATCH ROAD ROUNDABOUT

NEW KENT COUNTY - VIRGINIA

EXHIBIT

JOB NO. 55675.004
SHEET NO. V5.0

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, inclusive, but not limited to construction, bidding, and/or construction staking without the express written consent of TIMMONS GROUP.

L:\2025\55675-Plum_Point\004-Route 249- Route 613 Roundabout\DWG\Sheet\Exhibit\New Kent R-RAB 249-Dispatch Road V5.0.dwg | Plotted on 8/12/2026 3:33 PM | by Grayson Bush

Department of Transportation Development

MEMORANDUM

TO: New Kent County Board of Supervisors
Cc: Mr. Rodney Hathaway, County Administrator
FROM: Ms. Amy Inman, Director, Transportation Development
SUBJECT: Route 249 and Dispatch Road Roundabout VDOT Project Agreement

BACKGROUND:
In coordination with VDOT, New Kent County has developed a preliminary design and cost estimate for a roundabout at the intersection of Route 249 and Dispatch Road. In 2026, New Kent County was awarded funding from the VDOT Revenue Share Program and the Central Virginia Transportation Authority (CVTA) Regional Funding Program to advance the design and construction as a locally administered project.

VDOT FUNDING AND PROJECT AGREEMENT:
New Kent County was awarded $3,543,145 from the VDOT Revenue Share Program for the Route 249 and Dispatch Road Roundabout. The Revenue Share Program requires at least fifty percent local match, which may be comprised of the CVTA Local and/or CVTA Regional funding that has been awarded and programmed. Likewise, the Project Agreement establishes the parameters for the county to administer the project locally through construction.

STANDARD PROJECT ADMINISTRATION AGREEMENT
State-aid Projects

Project Number	UPC	Local Government
0249-063-634	129730	New Kent County

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the COUNTY OF NEW KENT, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the "Parties."

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown in Appendix A is hereinafter referred to as the "Project;" and

WHEREAS, the funds shown in Appendix A have been allocated to finance the Project and the funding currently allocated or proposed for the Project does not include Federal-aid Highway funds; and

WHEREAS, the LOCALITY is committed to the development and delivery of the Project in an expeditious manner; and

WHEREAS, the LOCALITY is responsible for administering the Project in accordance with DEPARTMENT guidelines, including the most current *Locally Administered Projects Manual* ("LAP Manual"), and with the program specific requirements shown in Appendix B, based on the nature of the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY's governing body has by resolution, demonstrated the LOCALITY'S commitment to provide local funding for the Project as contemplated by this Agreement and further, by resolution or otherwise, authorized its designee to execute this Agreement, and said authorizations are attached hereto.

WHEREAS, the Parties have concurred in the LOCALITY's administration of all phases of work for the Project in accordance with applicable federal, state and local laws and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the Parties hereto agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

2. The LOCALITY shall:

DRAFT

a. Be responsible for all activities necessary to complete the noted phase(s) of the Project as shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as expressly required by federal or state laws and regulations, or as otherwise agreed to, in writing, between the Parties. Every phase of the Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards when the facilities are locally maintained and shall further comply with all supplementary standards established by the DEPARTMENT when the facilities are maintained by the DEPARTMENT.

b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, all applicable Commonwealth Transportation Board and DEPARTMENT policies, and those additional requirements as identified in Appendices A and B to this Agreement. Noncompliance with this requirement may result in deallocation of the funding from the Project, rescission of state funding match, termination of this Agreement, or the DEPARTMENT denial of future requests to administer projects by the LOCALITY, all of which actions are at the discretion of the DEPARTMENT or as can be taken pursuant to applicable laws, regulations or policies.

c. Administer the Project in accordance with the DEPARTMENT's most current LAP Manual and other guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

d. Provide timely certification by a LOCALITY official of the LOCALITY'S compliance with applicable laws and regulations on the **State Certification Form for State Funded Projects** or in another manner as prescribed by the DEPARTMENT.

e. Maintain accurate and complete records of the Project's development as required in the LAP Manual and any supplemental guidance and directives of the DEPARTMENT and retain documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT upon request. Records and documentation for the Project shall be maintained for no less than three (3) years following the DEPARTMENT'S acceptance of the final voucher on the Project.

f. At least quarterly, but no more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of vendor and contractor invoices paid by the LOCALITY, an up-to-date Project summary and schedule, and a summary of all payment requests, payments and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the LOCALITY. Reimbursement for eligible expenditures shall not exceed funds allocated each year for the Project by the Commonwealth Transportation Board in the Six Year Improvement Program.

g. Reimburse the DEPARTMENT for all Project expenses incurred by the DEPARTMENT if, due to action or inaction of the LOCALITY, the Project becomes

DRAFT

ineligible for state reimbursement, or in the event the reimbursement is required by the provisions of § 33.2-214 or § 33.2-331 of the Code of Virginia (1950) as amended, or other applicable provisions of state law or regulations.

h. On Projects that the LOCALITY is providing the required match to state funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, and local laws and regulations. Failure to fulfill legal obligations associated with the Project may result in forfeiture of state-aid reimbursements

j. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the Project.

3. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals, within a reasonable time, which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph 2.f, reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. Where applicable, submit invoices to the LOCALITY for the LOCALITY's share of eligible Project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a. and 3.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with applicable laws and regulations.

e. Upon LOCALITY'S request, make available to the LOCALITY guidelines to assist the Parties in carrying out responsibilities under this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to § 33.2-1011 of the Code of Virginia (1950), as amended.

5. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S

DRAFT

compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either Party, in their individual or personal capacity, for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9. This Agreement may be terminated by either Party upon 30 days advance written notice to the other Party. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs, 2.g., 2.h, and 3.b, subject to the limitations established in this Agreement and Appendix A. Upon termination and unless otherwise agreed to, the DEPARTMENT shall retain ownership of plans, specifications, and right of way for which state funds have been provided, unless all state funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way.

10. Prior to any action pursuant to paragraphs 2.b or 2.h of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the LOCALITY'S breach of this Agreement. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently

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pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement or at law or in equity.

11. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.

12. THE LOCALITY and the DEPARTMENT further agree that should Federal-aid Highway funds be added to the Project, this Agreement is no longer applicable. The LOCALITY and the DEPARTMENT mutually agree that they shall then enter into a Standard Project Administration Agreement for Federal-aid Projects upon execution of which this Agreement shall be terminated.

13. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors, and assigns.

14. THIS AGREEMENT may be modified only in writing by mutual agreement of the Parties.

15. THIS AGREEMENT may be executed in multiple counterparts by digital or wet signature or a combination thereof. All counterparts together constitute one single, legally binding agreement. Electronic copies of this AGREEMENT, and scanned and transmitted signatures, including those sent as email attachments, shall be considered originals for the purposes of this AGREEMENT.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF NEW KENT, VIRGINIA:

Signature Date

Title

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature Date

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

Appendix A
Appendix B

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Appendix A - Locally Administered

Version: Original Prepared Date: 8/26/2026

Project Details

UPC:	129730	*State Project #:*	0249-063-634	*ALN #:*	N/A	*Locality UEI #:*	LN5BP2AWNE18
Locality:	New Kent County	*Address:*	12007 Courthouse Circle, New Kent, VA 23124-2242				
Work Description:	ROUTE 249/DISPATCH ROAD ROUNDABOUT - Construct a multi-lane roundabout at Rt 249 and Rt 613 with sidewalk in the NW and SE quadrants. An auxiliary lane in the EB direction will improve operations and safety at the existing unsignalized intersection.					*Project Location (Zip +4)*	23141-1740

Project Points of Contact

Locality Project Manager	
Name:	Amy Inman
Phone:	(804) 557-3187
Email:	aminman@newkent-va.us

VDOT Project Coordinator	
Name:	Stephanie Underwood
Phone:	804-609-5433
Email:	Stephanie.Underwood@vdot.virginia.gov

Project Estimates

	Preliminary Engineering	Right of Way and Utilities	Construction	Total
Estimated Locality Project Expenses	$773,302	$1,573,317	$5,672,879	$8,019,498
Estimated VDOT Project Oversight	$21,500	$5,000	$25,700	$52,200
Estimated VDOT Project Services (Appendix C)	$0	$0	$0	$0
Estimated Total Project Costs	$794,802	$1,578,317	$5,698,579	$8,071,698

Project Financing

Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total	Max Reimbursement to Locality	Total Estimated Reimbursement to Locality
Revenue Sharing	$7,086,290	50%	$3,543,145	$3,543,145	
Local Funds	$985,408	100%	$985,408	$0	
Funding Totals	$8,071,698		$4,528,553	$3,543,145	$3,490,945

Note - The funds order is not indicative of the actual spend order of funds on the project.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official Date

Authorized VDOT Official Date

Title of Locality Official

Title of VDOT Official

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

APPROVED AS TO FORM

County Attorney Date

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Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0249-063-634	129730	New Kent County

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide.*

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting

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any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines.*

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

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State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT's most current *Economic Development Access Program Guide.*

Airport Access

This Project shall be administered in accordance with VDOT's most current *Airport Access Program Guide.*

Recreational Access

This Project shall be administered in accordance with VDOT's most current *Recreational Access Program Guide.*

Highway Safety Improvement Program (HSIP)

Allocated Highway Safety Improvement Program (HSIP) funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

_____

Authorized Locality Official Signature and Date

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MEMORANDUM

From the Office of the County Administrator

TO: Amy Inman, Transportation Development Director

FROM: Wanda F. Watkins, Deputy Clerk of the Board

DATE: September 3, 2025

SUBJECT: Approval of Resolution R-28-25 Affirming Commitment to Fund the Locality Share of the Route 249 and Dispatch Road Roundabout

---

Amy:

This will confirm that at its August 29, 2025 meeting, the New Kent County Board of Supervisors took action to approve Resolution R-28-25 affirming commitment to fund the locality share of the Route 249 and Dispatch Road roundabout. This resolution has been posted to the County website and a copy is attached for your records.

Please let me know if any additional information is needed.

Thank you.

cc: Tripp Lawrence, Financial Services Director

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BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-28-25

At a regular meeting of the Board of Supervisors of the County of New Kent in the Boardroom of the County Administration Building in New Kent, Virginia on the 29th day of August 2025.

Present:	Vote:
John P. Moyer	Aye
Amy Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

Motion was made by Mr. Moyer, which carried 5:0, to adopt the following resolution:

RESOLUTION AFFIRMING COMMITMENT TO FUND THE LOCALITY SHARE OF PROJECTS UNDER AGREEMENT WITH THE VIRGINIA DEPARTMENT OF TRANSPORATION AND PROVIDE SIGNATURE AUTHORITY

WHEREAS, the County of New Kent is a recipient of Virginia Department of Transportation funds under various grant programs for transportation-related projects; and

WHEREAS, the Virginia Department of Transportation requires each locality, by resolution, to provide assurance of its commitment to funding its local share; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of New Kent County hereby commits to fund its local share of preliminary engineering, right-of-way, and construction of the Route 249 and Dispatch Road Roundabout in agreement with the Virginia Department of Transportation Revenue Share Program; and

BE IT FURTHER RESOLVED, that the County Administrator and/or his designees are authorized to execute all agreements and/or addendums related to the Route 249 and Dispatch Road Roundabout.

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In witness whereof, the forgoing was adopted by Board of Supervisors of New Kent County, Virginia on August 29, 2025.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Board Chairman

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New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Presentations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	authorize the County Administrator to execute the proposed First Amendment to Local Level Economic Development Incentives Performance Agreement, in a form approved by the County Attorney.
Subject	**Buc-ee's New Kent, LLC - First Amendment to Local Level Economic Development Incentives Performance Agreement**
Issue	First amendment to the local level economic development incentives performance agreement.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	The County entered into a Performance Agreement with Buc-ee's New Kent, LLC, on April 10, 2023, regarding the provision of certain incentive grants and the company's obligations related to capital investment and the creation of new jobs. The 10-year incentive grant period consists of rebates of business taxes, food and beverage taxes, and water and sewer availability fees. The total incentive grant amount to be provided to the company over the 10-year period is estimated at **$7,613,662**. The total tax revenue estimated to be generated by the company during the incentive grant period is **$28,580,756**.
Policy Implications	The County is in compliance with all policies, procedures, and laws governing the provision of local economic development incentive grants.
Legislative History	The County entered into a Performance Agreement with Buc-ee's New Kent, LLC, on April 10, 2023, regarding the provision of certain incentive grants and the company's obligations related to capital investment and the creation of new jobs.
Discussion	The purpose of the proposed First Amendment is to extend the performance date (the date by which the facility is required to be open to the public) from December 31, 2026, to December 31, 2029. The proposed amendment also provides for an extension of up to 18 months if requested in good faith by the Company due to delays in completing related transportation improvements. Additionally, the proposed amendment eliminates the

	requirement for the Company to provide an initial performance report documenting its capital investment. The Company's capital investment will instead be documented through its annual performance report, as required under the original Performance Agreement. No incentives will be paid to the Company until the required capital investment has been documented and the applicable investment requirements have been satisfied.		
Time Needed:	10 minutes	Person Appearing:	Lindsay Hurt, New Kent Economic Development and Tourism Director
Request prepared by:	Rodney Hathaway	Telephone:	(804) 966-9631
Copy provided to:			

ATTACHMENT(S):

First Amendment to Performance Agreement 9.14.2026.docx

FIRST AMENDMENT TO LOCAL LEVEL ECONOMIC DEVELOPMENT INCENTIVES PERFORMANCE AGREEMENT

This **FIRST AMENDMENT** (this "Amendment") is made and entered as of this ____ day of September, 2026, by and among the **COUNTY OF NEW KENT, VIRGINIA** (the "Locality"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), **BUC-EE'S NEW KENT, LLC,** a Delaware limited liability company authorized to transact business in the Commonwealth (the "Company"), and the **ECONOMIC DEVELOPMENT AUTHORITY OF NEW KENT COUNTY, VIRGINIA** (the "Authority") a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the parties entered into a performance agreement dated April 10th, 2023 ("Performance Agreement") regarding provision of certain incentive grants, the use of the incentive grant proceeds, and the obligations of the Company regarding creating Capital Investment and New Jobs as those terms are defined in the Performance Agreement; and

WHEREAS, the parties wish to amend the Performance Agreement to change the performance date due to delays in progress completing related transportation improvements and amend the requirements associated with initial performance reports.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

Section 1. Performance Date.

The definition of Performance Date in Section 1 of the Performance Agreement is hereby amended and replaced as follows:

"Performance Date" means the date on which the Facility is opened to the public for its intended use, which shall be no later than December 31, 2029, subject to an extension of up to 18 months if requested in good faith by the Company due to delays in progress on completing related transportation improvements.

Section 2. Company Reporting.

Section 4(a) Initial Performance Reports, is hereby deleted in its entirety:

Section 3. Except as modified herein, the terms of the Performance Agreement are to remain in full force and effect and are hereby ratified by the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

COUNTY OF NEW KENT, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

ECONOMIC DEVELOPMENT AUTHORITY OF NEW KENT COUNTY, VIRGINIA

By _____
Name: _____
Title: _____
Date: _____

BUC-EE'S NEW KENT, LLC

By _____
Name: _____
Title: _____
Date: _____

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 Presentations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to authorize the appropriation of New Kent County Public Schools FY26 Carryforward funds totaling $208,905. I further move to authorize the appropriation of Additional revenue received by New Kent County Public Schools in FY26 totaling $1,015,739.
Subject	**New Kent County Public Schools Carryforward and State Revenue Appropriations**
Fiscal Implications	There are no local revenues tied to this request.
Legislative History	The New Kent County School Board approved this request at their September 2, 2026 regular meeting.

Time Needed:	10 minutes	Person Appearing:	Financial Services Director Richard E. Lawrence, III
Request prepared by:	Richard Lawrence, Financial Services Director	Telephone:	804-966-9694
Copy provided to:			

ATTACHMENT(S):

Memo to Board School FY26 Appropriations.doc
School FY26 Appropriation - State Revenue and Grants.pdf

Financial Services
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124

MEMORANDUM

TO: Rodney Hathaway, County Administrator

FROM: Richard Lawrence, Director of Financial Services

DATE: September 2, 2026

RE: School Supplemental Appropriations

Mr. Hathaway,

Staff are requesting two supplemental appropriations to support Schools Funds in fiscal year 2026: One for Carryforward funds from fiscal year 2025 and another for excess State funds received in fiscal year 2026.

Carryforward Grants
The first motion is to appropriate the three grants that were deferred revenue for fiscal year 2024. All of these funds were received in fiscal year 2025 and spent in fiscal year 2026. The All-In revenues were previously appropriated by the Board in fiscal year 2025.

Excess Revenues
The second motion is to appropriate State revenues and grant funds received in fiscal year 2026. These funds exceeded initial forecasts and the Schools would like to accurately account for these items in their budget to actual analysis.

Staff would like to note that this appropriation requires no local portion and all the funds have been received. The GL line-item detail has been broken out in the attached memo provided by Ms. Morgheim. Please let me know if you have any further questions, thank you,

Richard Lawrence
Director of Financial Services

New Kent County Public Schools

DR. BRIAN J. NICHOLS, SUPERINTENDENT
P.O. BOX 110
12003 NEW KENT HIGHWAY
NEW KENT, VIRGINIA 23124
(804) 966-9650
Fax (804) 966-8556

RON VAUGHT, CHAIR
HEATHER DONBROSKY, VICE-CHAIR
JESSICA STEWART
HELENA CUNHA
GREGORY REIMER

September 1, 2026

To: Honorable Members of the School Board

From: Haynie Morgheim, Chief Administrative Officer

Subject: Appropriation Request for FY26

Staff recommends that the School Board appropriate additional state and grant funds as detailed below for FY26:

Appropriation of Carryover funds –

Revenue:		
500000-524905-62905	$208,905	All In Implementation
Expenditure:		
50011622-601121-62905	$119,023	Instructional Salaries All In
50011622-601141-62905	$11,561	Technician Salaries All In
50014114-601150-62905	$25,155	Clerical Salaries All In
50011102-601321-62905	$30,195	Instructional PT All In
50011102-601351-62905	$3,041	Instructional Asst PT All In
50011622-602100-62905	$12,532	FICA All In
55211102-606030-62905	$7,398	Instructional Materials All In
Total	$208,905	

Appropriation of Additional State Funds Received in FY26 –

Revenue:		
500000-524202	$112,402	Basic Aid
500000-524208	$110,275	Prevention, Intervention, Remediation
500000-524211	$42,092	Compensation Supplement
500000-524223	$13,065	Teacher Retirement Instructional
500000-524228	$40,592	Early Reading Intervention
500000-524265	$42,841	At Risk
500000-524200	$369,657	Other State Revenue
500000-524308	$236,932	State Sales Tax
Total	$967,856	
Expenditure:		
59191009-609900	$967,856	Contingency

New Kent County Public Schools
DR. BRIAN J. NICHOLS, SUPERINTENDENT
P.O. BOX 110
12003 NEW KENT HIGHWAY
NEW KENT, VIRGINIA 23124
(804) 966-9650
Fax (804) 966-8556

RON VAUGHT, CHAIR
HEATHER DONBROSKY, VICE-CHAIR
JESSICA STEWART
HELENA CUNHA
GREGORY REIMER

Appropriation of Additional Grant Funds Received in FY26 –

Revenue:		
900000-508001-61670	$47,883	School Based Mental Health
Expenditure:		
95411202-603120-61670	$47,883	Contract Services

Thank you. If you have any questions, please contact me at x8586.

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 Presentations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to adopt Resolution R-39-26 approving the return of surplus revenues totaling $1,847,107.19 to taxpayers per the authority granted in Virginia Code § 15.2-2511.1 and the Code of New Kent County by amending Article II., Property Taxes, Division I., Section 66-31., Annual returns.
Subject	**Resolution R-39-26 Approving the Return of Surplus Revenues**
Fiscal Implications	These funds were committed by the Board in June 2026. The action of approving the surplus will transfer $1,847,107.19 from the Revenue Source Real Estate - Current to Estimated Use of Fund Balance to properly account for the impact of the rebate if approved.

Time Needed:		Person Appearing:	Financial Services Director Richard E. Lawrence, III
Request prepared by:	Richard Lawrence, Financial Services Director	Telephone:	804-966-9694
Copy provided to:			

ATTACHMENT(S):

R-39-26 - Approving Return of Surplus Revenue.docx

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-39-26

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 12th day of August, 2026:

Present:	Vote:
John P. Moyer	
Amy M. Pearson	
Ronald P. Stiers	
Jordan T. Stewart	
Thomas W. Evelyn	

Motion was made by _____, which carried _____:_____ to adopt the following resolution:

RESOLUTION APPROVING
RETURN OF SURPLUS REVENUE

WHEREAS, at its meeting on May 26, 2026, the Board of Supervisors of New Kent County, Virginia (the "Board") adopted the Fiscal Year (FY) 2027 Budget Appropriation Resolution; and

WHEREAS, on June 29, 2026, or before the effective date of subsequent changes to Virginia Code § 46.2-882.1, the Board voted 3:2 to adopt Resolution R-25-26(R1) concerning the appropriation and future use of approximately $4,800,000 in photo speed monitoring civil penalty revenues, including an amount of $1,900,000.00 of which was then identified for a real estate tax rebate; and

WHEREAS, following discussions with staff from Financial Services, the County Treasurer, and the Commissioner of the Revenue, the County Administrator has estimated that the one-time real property tax rebate would be approximately $0.03 per $100 of assessed value on eligible accounts, or such other amount as may be confirmed by County staff and approved by the Board; and

WHEREAS, on August 12th, 2026 the Board adopted Resolution R-36-26 approving the framework for the one-time real property tax rebate; and

WHEREAS, § 15.2-2511.1 of the Code of Virginia (1950), as amended, authorizes the County, by ordinance, to develop a method for returning surplus real property tax revenues to taxpayers who are assessed such taxes in any fiscal year in which the County reports a surplus; and

WHEREAS, on September 14th, 2026, the Board adopted Ordinance O-21-26 amended and reordained the Code of New Kent County by amending Article II., Property Taxes, Division I., Section 66-31., Annual returns to allow the Board to return a prior year revenue surplus to the taxpayers via resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of New Kent County, Virginia, that the Board approves return of surplus revenues totaling $1,847,107.19 to taxpayers per the authority granted in Virginia Code § 15.2-2511.1 and the Code of New Kent County by amending Article II., Property Taxes, Division I., Section 66-31., Annual returns.

Adopted and enacted this 14th day of September, 2026.

Rodney A. Hathaway	Ronald P. Stiers
County Administrator	Board Chair

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Presentations

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to authorize the County Administrator to advertise an Invitation for Bids to procure construction services for the repair of the Woodhaven Dam and spillway along Lakeshore Drive.
Subject	**Authorization for County Administrator to Advertise an Invitation for Bid for the Repair of a Dam and Spillway along Lakeshore Drive in the Woodhaven Shores Neighborhood**
Issue	Request from the County Administrator for authorization to advertise an invitation for bids (IFB) for the repair of a dam and spillway along Lakeshore Drive within the Woodhaven Shores Neighborhood.
Fiscal Implications	The cost of the repairs is currently estimated at $3 million to $4 million. The County will not have final pricing until bids are received for the repairs. The project will be funded primarily through Central Virginia Transportation Authority (CVTA) funds, although Automated Speed Enforcement funds and Colonial Downs revenues may also be used. Once bids are received, a contractor will be selected, and a final project budget will be developed. In accordance with the County's purchasing policy, the Board of Supervisors will be required to approve the construction contract, project budget, and funding sources prior to the commencement of construction.
Policy Implications	NA
Legislative History	The County has hired Timmons Group to review the construction plans prepared by a firm retained by the Woodhaven Property Owners Association. As of the date this agenda was posted, Timmons Group's review was not yet complete; however, the results are expected to be available prior to the Board's September 14 meeting.
Discussion	The purpose of this agenda item is to authorize the County Administrator to advertise an Invitation for Bids (IFB) for the repair of the Lakeshore Drive dam and spillway within the Woodhaven Shores neighborhood. The project would be funded primarily with Central Virginia Transportation Authority (CVTA) funds, but may also utilize Automated Speed Enforcement Funds and revenues from Rosie's Gaming Emporium.

Time Needed:	15 minutes	Person Appearing:	Rodney Hathaway,

			County Administrator
Request prepared by:	Rodney Hathaway	Telephone:	(804) 966-9683
Copy provided to:			

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Public Hearings

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to adopt Ordinance O-21-26 to amend and reordain Chapter 66 of the Code of the County of New Kent by amending Article II, Division I, Section 66.31
Subject	**PUBLIC HEARING - Ordinance O-21-26 - An Ordinance to Amend and Reordain Chapter 66, Taxation, of the Code of the County of New Kent, Virginia, by Amending Article II, Property Taxes, Division I, Section 66.31, Annual Returns**
Issue	Pursuant to Section 15.2-2511.1, of the Code of Virginia, the New Kent County Board of Supervisors will consider the adoption of an ordinance, by which a Board of Supervisors may develop a method for returning surplus real or personal property tax revenues, or both, to taxpayers who are assessed such taxes in any fiscal year in which the locality reports a surplus.
Fiscal Implications	There are no fiscal implications tied to this item. This code amendment is only to determine which method the Board may use to return a surplus to the taxpayers.

Time Needed:	10 minutes	Person Appearing:	Financial Services Director Richard E. Lawrence, III
Request prepared by:	Richard Lawrence, Financial Services Director	Telephone:	804-966-9694
Copy provided to:			

ATTACHMENT(S):

O-21-26 Return of Surplus Funds - COUNTY ATTORNEY revised.docx

BOARD OF SUPERVISORS
COUNTY OF NEW KENT, VIRGINIA

O-21-26

At a meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 14th day of September, 2026:

Present:	Vote:
John P. Moyer	
Amy M. Pearson	
Ronald P. Stiers	
Jordan T. Stewart	
Thomas W. Evelyn	

Motion was made by _____, which carried _____, to adopt the following ordinance:

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 66, TAXATION, OF THE CODE OF THE COUNTY OF NEW KENT, VIRGINIA, BY AMENDING ARTICLE II., PROPERTY TAXES, DIVISION I., SECTION 66.31., ANNUAL RETURNS

BE IT ORDAINED by the Board of Supervisors of the County of New Kent, Virginia, that Chapter 66, Taxation, is hereby amended and reordained by amending Article II., Property Taxes, Division I., Section 66-31., Annual returns.

Chapter 66 – Taxation

Division 1. – Generally

Section 66-31. – Annual returns.

(a) Every taxpayer owning property upon which a return is required to be filed with the commissioner of the revenue shall file on forms prescribed by the commissioner on or before the due date. Every person who leases any such property located in the county from the owner thereof, on such date shall file a return with the commissioner of the revenue of the county, giving the name and address of the owner, except any person leasing a motor vehicle which is subject to the tax imposed under the second paragraph of Code of Virginia, § 58.1-2402(A). Every fiduciary shall file the returns mentioned within this chapter with the commissioner of the revenue of the county. All returns shall reflect all property and

ownership as required by this ordinance and as required by the Code of Virginia. Every taxpayer shall pay all annual taxes or levies by the due date.

(b) Pursuant to Section 15.2-2511.1, of the Code of Virginia, following any fiscal year in which the County reports a surplus of revenue from real property taxes, the Board of Supervisors may include provisions in its adopted budget by which some or all of the previous fiscal year surplus revenue is returned to taxpayers by resolution.

Adopted this 14th day of September, 2026:

_____	_____
Rodney A. Hathaway	Ronald P. Stiers
County Administrator	Chairman, Board of Supervisors

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026

Public Hearings

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	Mr. Chairman, I move to adopt Resolution R-37-26 amending the Fiscal Year 2026-2027 budget by approving supplemental carry forward appropriations in the amount of $55,219,571.42.
Subject	**PUBLIC HEARING: Resolution R-37-26 to amend the Fiscal Year 2025-2026 Budget by approving supplemental carry forward appropriations in the amount of $55,219,571.42**
Fiscal Implications	a. FY26 Available Balance ($22,517.17) - Forest Sustainability Fund AFD b. FY26 Available Balances ($7,542.58) - Board of Supervisors c. FY26 Available Balances ($74,208.49) - Administration d. FY26 Available Balance & Transfers ($149,956.00) - County Attorney e. FY26 Purchase Orders ($9,648.00) - Human Resources f. FY26 Available Balances for transfer to County Attorney - Information Technology g. FY26 Purchase Orders ($39,965.79) and Available Balances ($217,767.50) - Sheriff ($257,773.29) h. FY26 Purchase Orders ($18,953.03) and Available Balances ($58,3198.54) - Fire-Rescue ($77,272.57) i. FY26 Purchase Orders ($19,505.02) - General Services j. FY26 Available Balances ($15,338.34) - Parks & Recreation k. FY26 Purchase Orders ($17,629.41) and Available Balances ($230,374.16) - Grants ($248,003.57) l. FY26 Available Balance ($108,636.53) - Computer Replacement Fund m. FY26 Purchase Orders ($275,403) and Available Balance ($534.00) - E911 ($275,937.00) n. FY26 Available Balance ($1,240.32) - Litter Grant o. FY26 Purchase Orders ($282,573.07) and Available Balances ($4,858,029.92) - Airport ($4,575,456.85) p. FY26 Available Balance ($2,275,497.98) - School Construction q. FY26 Purchase Orders ($4,678,210.96), Available Balances ($10,346,155.30), and Transfers ($8,858.769.61) - Capital ($23,883,135.87) r. FY26 Purchase Orders ($692,821.24), Available Balances ($5,696,096.38), and Transfers $5,359,867.00 - CVTA ($1,029,050.62) s. FY26 Available Balances ($3,566,623.10) and Transfers $3,566,623.10 - Colonial Downs t. FY26 Available Balance ($350,000.00) – Debt u. FY26 Purchase Orders ($19,076,144.12) and Available Balances ($2,412,453.55) - Public Utilities Fund ($21,477,597.67) v. FY26 Transfers ($67,720.49) - Schools Fund 205

Time Needed:	10 minutes	Person Appearing:	Financial Services

			Director Richard E. Lawrence, III
Request prepared by:	Richard Lawrence, Financial Services Director	Telephone:	804-966-9694
Copy provided to:			

ATTACHMENT(S):

R-37-26 FY26 Budget Amendment - FY26 Carry Forward.docx

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-37-26

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 14th day of October, 2025:

Present:	Vote:
John P. Moyer	
Amy M. Pearson	
Ronald P. Stiers	
Jordan T. Stewart	
Thomas W. Evelyn	

Motion was made by _____, which carried _____:_____ to adopt the following resolution:

A RESOLUTION TO AMEND THE FISCAL YEAR 2025-2026 BUDGET BY APPROVING SUPPLEMENTAL CARRY FORWARD APPROPRIATIONS IN THE AMOUNT OF $55,219,571.42

WHEREAS, Section 15.2-2507 of the Code of Virginia provides that a locality may amend its budget to adjust the aggregate amount appropriated; however, any such amendment which exceeds one percent of the total expenditures in the adopted budget must be accomplished by publishing a notice of a meeting and a public hearing in the newspaper and that such notice shall state the governing bodies intent to amend the budget; and

WHEREAS, on May 27, 2025, the New Kent County Board of Supervisors voted 5:0 to adopt resolution R-18-25(R1) approving the fiscal year 2025-2026 budget in the amount of $136,543,336, and

WHEREAS, the New Kent County Administrator is requesting to carry forward fiscal year 2025 appropriations in the amount of $55,219,571.42 to fund ongoing programs, services, and capital projects;

NOW THEREFORE BE IT RESOLVED, by the New Kent County Board of Supervisors pursuant to the authority granted in the Code of Virginia, that the New Kent County 2026-2027 Budget be amended by the appropriation of $55,219,571.42 from the sources and for the purposes as follows:

FY26 Supplemental Carryforward Appropriations

a. FY26 Available Balance ($22,517.17) - Forest Sustainability Fund AFD
b. FY26 Available Balances ($7,542.58) - Board of Supervisors
c. FY26 Available Balances ($74,208.49) - Administration
d. FY26 Available Balance & Transfers ($149,956.00) - County Attorney
e. FY26 Purchase Orders ($9,648.00) - Human Resources
f. FY26 Available Balances for transfer to County Attorney - Information Technology
g. FY26 Purchase Orders ($39,965.79) and Available Balances ($217,767.50) - Sheriff ($257,773.29)
h. FY26 Purchase Orders ($18,953.03) and Available Balances ($58,3198.54) - Fire-Rescue ($77,272.57)
i. FY26 Purchase Orders ($19,505.02) - General Services
j. FY26 Available Balances ($15,338.34) - Parks & Recreation
k. FY26 Purchase Orders ($17,629.41) and Available Balances ($230,374.16) - Grants ($248,003.57)
l. FY26 Available Balance ($108,636.53) - Computer Replacement Fund
m. FY26 Purchase Orders ($275,403) and Available Balance ($534.00) - E911 ($275,937.00)
n. FY26 Available Balance ($1,240.32) - Litter Grant
o. FY26 Purchase Orders ($282,573.07) and Available Balances ($4,858,029.92) - Airport ($4,575,456.85)
p. FY26 Available Balance ($2,275,497.98) - School Construction
q. FY26 Purchase Orders ($4,678,210.96), Available Balances ($10,346,155.30), and Transfers ($8,858.769.61) - Capital ($23,883,135.87)
r. FY26 Purchase Orders ($692,821.24), Available Balances ($5,696,096.38), and Transfers $5,359,867.00 - CVTA ($1,029,050.62)
s. FY26 Available Balances ($3,566,623.10) and Transfers $3,566,623.10 - Colonial Downs
t. FY26 Available Balance ($350,000.00) – Debt
u. FY26 Purchase Orders ($19,076,144.12) and Available Balances ($2,412,453.55) - Public Utilities Fund ($21,477,597.67)
v. FY26 Transfers ($67,720.49) - Schools Fund 205

$ 55,219,571.42	Total
$(40,533.67)	Total In/Out - Grants (1106)
$(200,000.00)	Total In/Out - E911 (1109)
$(3,914,007.87)	Total In/Out - Airport (1210)
$(10,608,769.61)	Total In/Out - Capital Projects (1302)
$4,768,084.75	Total In/Out - CVTA (1303)
$(67,720.49)	Total In/Out - Schools (2205)
$3,566,623.10	Total In/Out - Colonial Downs (1304)
$(633,721.45)	From Fund Balance - General Fund (1101)
$(207,469.90)	From Fund Balance - Grants (1106)
$(108,636.53)	From Fund Balance - Computer Replace Fund (1108)
$(1,240.32)	From Fund Balance - Litter Fund (1115)
$(75,937.00)	From Fund Balance - E911 (1109)
$(944,022.05)	From Fund Balance - Airport Fund (1210)
$(2,275,497.98)	From Fund Balance - School Capital Projects (1301)
$(13,274,366.26)	From Fund Balance - Capital Projects (1302)
$(5,797,135.37)	From Fund Balance - CVTA (1303)
$(3,566,623.10)	From Fund Balance - Colonial Downs (1304)
$(350,000.00)	From Fund Balance - Debt (1401)
$(21,488,597.67)	From Fund Balance - Public Utilities (1514)

Adopted and enacted this 14th day of September, 2026.

Rodney A. Hathaway County Administrator	Ronald P. Stiers Board Chair

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Public Hearings

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	adopt Resolution R-38-26, granting approval to application CUP-03-26 to permit the applicant to operate a *contractor office or shop with outdoor storage* at 5200 New Kent Highway, further identified as Tax Map Parcel #20-87 and GPIN L09-3690-2839, subject to the proposed conditions of approval. or Mr. Chairman, I move to deny application CUP-03-26 for the following reasons:
Subject	**PUBLIC HEARING: Resolution R-38-26 - Application CUP-03-26: Conditional Use Permit Request to Operate a *Contractor Office or Shop with Outdoor Storage* at 5200 New Kent Highway | Applicant: Giving Hope Lawn Management, Inc.**
Issue	Giving Hope Lawn Management, Inc. has requested Conditional Use Permit (CUP) approval for a proposed contractor office or shop with outdoor storage use on approximately 2.6 acres of a 5.36-acre parcel located at 5200 New Kent Highway (Tax Map Parcel #20-87 and GPIN L09-3690-2839) which, pursuant to Section 98-62 of the New Kent County Code, requires a Conditional Use Permit in order to operate within the BUS/Business zoning designation.
Recommendation	The Planning Commission considered this application at their meeting on August 17, 2026 and voted 9:1:2 to forward a favorable recommendation of approval to the Board of Supervisors.
Fiscal Implications	NA
Legislative History	NA
Discussion	Giving Hope Lawn Management, Inc. has requested Conditional Use Permit (CUP) approval for a proposed contractor office or shop with outdoor storage use on approximately 2.6 acres of a 5.36-acre parcel located at 5200 New Kent Highway (Tax Map Parcel #20-87 and GPIN L09-3690-2839) which, pursuant to Section 98-62 of the New Kent County Code, requires a Conditional Use Permit in order to operate within the BUS/Business zoning designation. The use is currently in operation at 5430 New Kent Highway, which the County has purchased with the intention of developing a new Fire Station at. As such, the applicant is seeking to reestablish their business at a new location. The applicant states in their application narrative that Giving

	Hope Lawn Management is a landscaping contractor and the requested use at the subject site is intended to be a landscape supply yard with retail and contractor sales, including the sale of mulch, topsoil, compost, gravel, and decorative stone. Applicant intends to improve the site with material storage bins, bulk storage areas, a sales and equipment structure, and a parking area for contractor vehicles and customers.		
Time Needed:	20 mins	Person Appearing:	Patrick Silva, Principal Planner
Request prepared by:	Patrick Silva, Principal Planner	Telephone:	804.966.8563
Copy provided to:	NA		

ATTACHMENT(S):

BOS Memo
Application
Narrative Statement
Concept Plan
Public Comment Letter
Public Notice Mailing Affidavit
Signed Resolution PC-17-26
Resolution R-38-26

MEMORA
NDUM

DATE: September 14, 2026

TO: New Kent County Board of Supervisors

SUBJECT: Application Number CUP-03-2026

REQUEST

Giving Hope Lawn Management, Inc. has requested Conditional Use Permit (CUP) approval for a proposed *contractor office or shop with outdoor storage* use on approximately 2.6 acres of a 5.36-acre parcel located at 5200 New Kent Highway (Tax Map Parcel #20-87 and GPIN L09-3690-2839) which, pursuant to Section 98-62 of the New Kent County Code, requires a Conditional Use Permit in order to operate within the BUS/Business zoning designation.

PUBLIC HEARINGS

Planning Commission: August 17, 2026, 6:00 p.m., County Boardroom
Board of Supervisors: September 14, 2026, 6:00 p.m., County Boardroom

GENERAL INFORMATION

Tax Parcel: 20-87

GPIN: L09-3690-2839

Size: Subject parcel is 5.36 acres in size; approximately 2.6 acres in the rear area of the property would be used in relation to the proposed use.

Owner: Julia C. Taylor

Applicant: Giving Hope Lawn Management, Inc.

Zoning: BUS/Business

Adjacent Zoning: BUS/Business and A-1/Agricultural

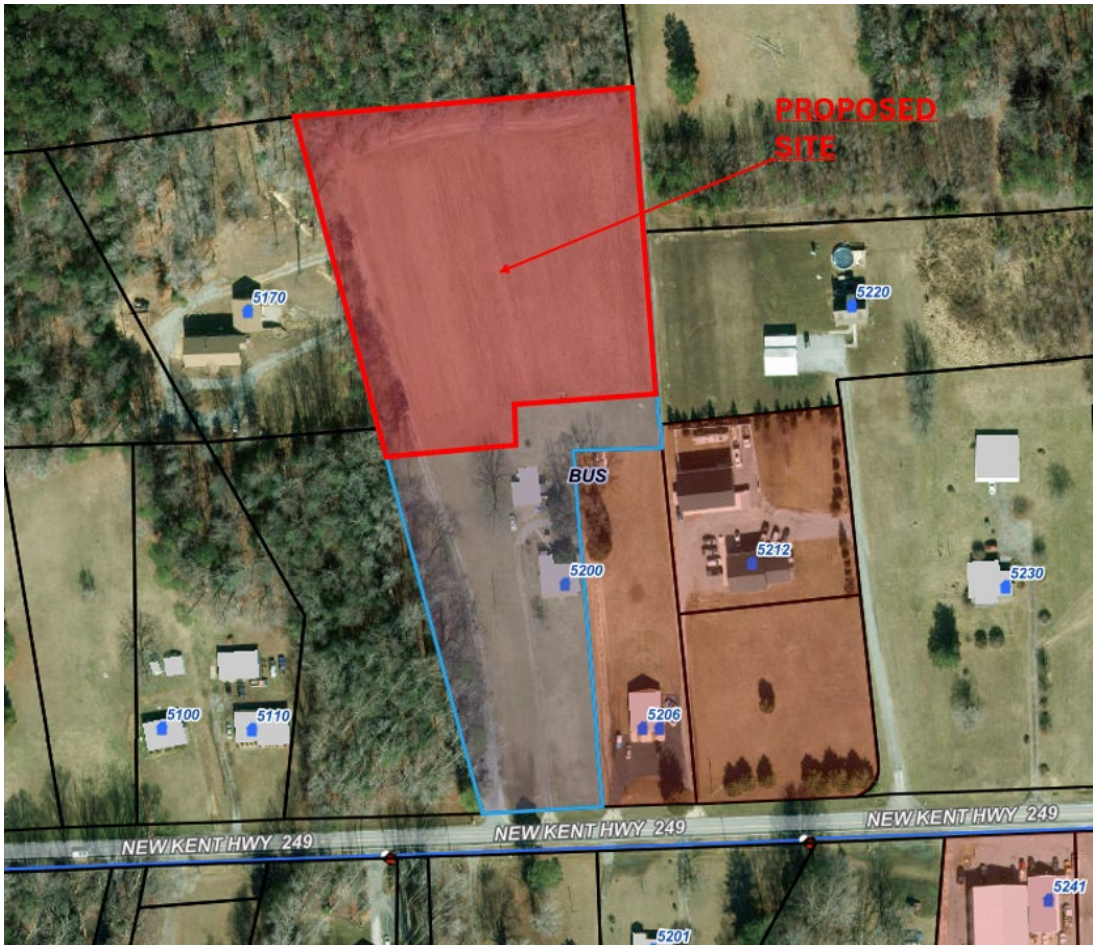


Figure 1: Site Context

CONSIDERATIONS

- The New Kent County Zoning Ordinance (Section 98-62) requires a Conditional Use Permit in the BUS/Business Zoning District for an "*contractor office or shop with outdoor storage*".

- The New Kent County Zoning Ordinance defines an "contractor office or shop with outdoor storage" as follows: *Contractor office or shop with outdoor storage means a facility which a contractor customarily uses for the fabrication, assembly or repair of materials or equipment, storage of supplies, materials or equipment, or places for vehicular*

and equipment storage. Storage of equipment and materials occurs within buildings or associated land area or both.

- The County's Comprehensive Plan designates subject site as having an envisioned future land use of "*Hamlet*". The Comprehensive Plan defines "*Hamlet*" and being "*Small, compact communities that integrate mixed-use elements, such as retail and residential, with low to moderate density.*"

- The applicant states in their application narrative that Giving Hope Lawn Management is a landscaping contractor and the requested use at the subject site is intended to be a landscape supply yard with retail and contractor sales, including the sale of mulch, topsoil, compost, gravel, and decorative stone.

- The use is currently in operation at 5430 New Kent Highway, which the County has purchased with the intention of developing a new Fire Station at. As such, the applicant is seeking to reestablish their business at a new location.



Figure 2: Old Site -> New Site Reference

- The subject site of 5200 New Kent Highway is currently developed with a legal nonconforming single family detached dwelling, which will continue to remain at the site. The applicant intends to establish the business in the rear ~2.6 acres of the site.

- Applicant intends to improve the site with material storage bins, bulk storage areas, a sales and equipment structure, and a parking area for contractor vehicles and customers.

- All outdoor storage will be required to be screened from view of public streets and adjacent properties by means of opaque fencing, vegetative screening or a combination thereof.

- All parking is proposed to be provided on-site within a six-space lot.

- Proposed hours of operation are 7:00 a.m. to 5:30 p.m. Monday through Friday, with limited hours on Saturday.

- Water for the use is proposed to be served by the existing private well and an ADA accessible portable toilet is proposed to be used for sanitary facilities. A pump and haul agreement for the portable toilet is currently in place with SB Cox

- Commencement of the use would be subject to approval of a site plan subsequent to approval of a Conditional Use Permit.

COMMENTS FROM REVIEWING AGENCIES

Staff sent the conditional use permit application and information to all reviewing agencies and received the following comments:

- Building Division: No comments or concerns.

- Environmental Division: No comments or concerns, but please note that a local land disturbance permit may be needed if the construction of a parking lot for employees/customers, the shed, and any necessary grading is to exceed 2,500 square feet (Chapter 82, Article I, Section 82-4.a.2 of the New Kent County Code). General inquiries related to commercial land disturbance permitting may be submitted to the Environmental Division Office at 804-966-8580 or thsolberg@newkent-va.us .

- Sheriff's Office: No comments or concerns.

- Fire-Rescue: No comments or concerns.

- Health Department: No comments received.

- Department of Public Utilities: No comments or concerns.

- Virginia Department of Transportation: No comments or concerns, but please note that any future site plans must confirm the existing entrance design complies with the *VDOT Road Design Manual, Appendix 'F'* and that a VDOT Land Use Permit will be required prior to any work within the right of way. The applicant should contact the VDOT Ashland Residency Transportation and Land Use Section at 804-585-3592 for information pertaining to this process.

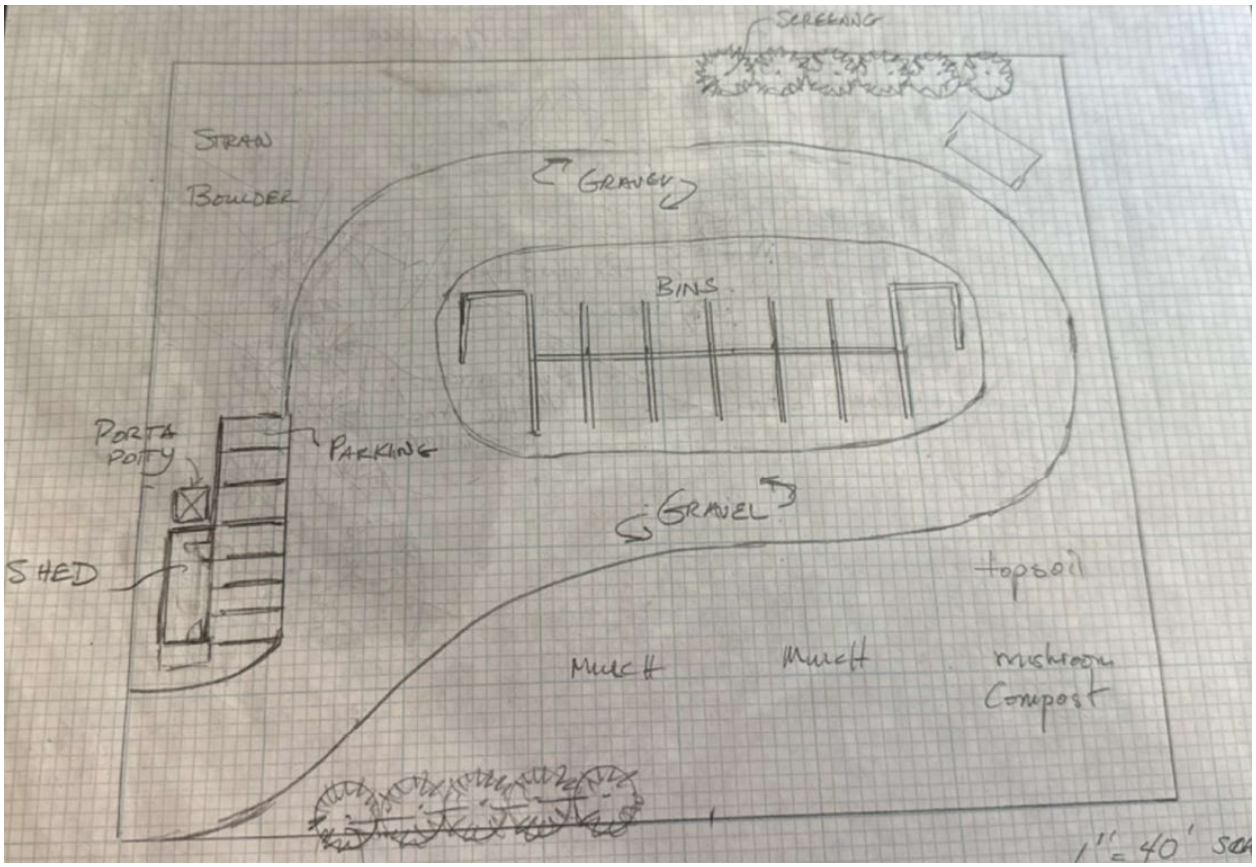


Figure 3: Concept Plan

STANDARDS FOR REVIEW

The standards for review of Conditional Use Permits are set forth in Section 98-744 of the New Kent County Zoning Ordinance:

1. *The proposed use shall not be prejudicial to the character of the neighborhood.*

2. *The proposed use shall not adversely affect the general plans for the physical development of the county as embodied in the comprehensive plan.*

3. *The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor impair the value of buildings or property in surrounding areas.*

4. *The proposed use shall not unreasonably restrict an adequate supply of light, water, or air to adjacent property nor produce undue congestion in the street.*

5. *The proposed use shall adequately provide for access facilities for the estimated traffic.*

6. *The proposed use shall be subject to any applicable site planning or performance standards enumerated in article XXII of this chapter.*

7. *The proposed use shall be reasonable in terms of the logical, efficient, and economical extension of public services and facilities serving the county, such as water, sewer, streets, police and fire protection, transportation, recreation, and public schools.*

The Zoning Ordinance also lists specific restrictions for conditional use permits. Restrictions on any conditional use may include, but are not limited to the following:

1. Hours of operation

2. Access to and from the subject property

3. Protection of surface and groundwater

4. Lighting of the site, including the intensity and shielding so as to not adversely affect adjacent or nearby property owners

5. Adequate sewer and water supply

6. Sound limitation as needed to ensure peaceful enjoyment of neighboring property

7. Location, size, height, design of buildings, walls, fences, landscaping, and buffer yards

8. Covenants and/or homeowners associations for maintenance of applicable restrictions

9. Timing or phasing of development

10. Type and placement of utilities including underground placements

11. Controls for smoke, dust, and odors

12. Requirements for performance guarantees ensuring that all conditions are met and plans are implemented

13. Any other conditions deemed necessary to protect the health, safety, and general welfare of the public.

OVERALL ANALYSIS AND RECOMMENDED DRAFT CONDITIONS (please be advised that the Conditions are subject to change prior to Board of Supervisors approval of the permit)

Staff has reviewed this conditional use permit application in the same manner as other zoning change applications and has found that the following proposed conditions will assist in addressing, protecting, and promoting health, safety, and the general welfare of New Kent County citizens.

1. Site plan approval is required for any future development of the property relating to the use.

2. All outdoor storage must be screened from view of public streets and adjacent properties by means of opaque fencing, vegetative screening or a combination thereof.

3. A minimum of six off-street parking spaces must be maintained for use by employees and customers at all times.

4. Hours of operation are limited to 7:00 a.m. to 6 p.m., Monday to Saturday, with no operations permitted on Sunday.

5. Access using the western most site entrance is prohibited.

6. If the existing driveway entrance located at the shared property line between GPIN L09-3849-2572 and GPIN L09-4016-2627 is to be used for access, before site plan approval and the use commences operation, an access easement granting the applicant and their customers use of the driveway must be recorded. Additionally, a shared access agreement, in a form acceptable to the County Attorney, must be recorded that specifies, at a minimum, the width of the access easement and any maintenance responsibilities between the parties.

7. All development must comply with landscaping standards found in Article XXVII of the New Kent County Code.

8. This Conditional Use Permit will expire on the fifth anniversary of its approval if a site plan for the use has not been approved.

Subject to the conditions of approval articulated above, staff recommends approval of the CUP request.

PLANNING COMMISSION ACTION

The Planning Commission considered this application at their meeting on August 17, 2026 and voted 9:1:2 to forward a favorable recommendation of approval to the Board of Supervisors.

Resolution R-38-26 is attached for your consideration.

Attachments:

- Application CUP-03-2026
- Narrative Statement
- Concept Plan
- Public Comment Letter
- Public Notice Mailing Affidavit
- Resolution PC-17-26
- Resolution R-38-26

New Kent
COUNTY · VIRGINIA

CONDITIONAL USE PERMIT (CUP) / OR CUP AMENDMENT APPLICATION

County of New Kent, Virginia
Web site: www.newkent-va.us/209/Planning

New Kent County ♦Planning Division ♦ P O Box 150 ♦ New Kent, VA 23124 ♦ Phone 804-966-9690 ♦ Fax 804-966-8531
Use P O Box for all mail. Street address: 12007 Courthouse Circle, New Kent, VA 23124 FOR DELIVERIES ONLY

DESCRIPTION OF PROPERTY

Tax Map Parcel Number(s): 20-87 Total Lot Area (Acres) 5.36
GPIN: L0936902839
Property street address: 5200 New Kent Highway, New Kent, VA
Current Zoning: Business
Current Use: Land Proposed Use: Contractor office with outdoor storage of materials
Does proposed use include entire property? [ ] YES [X] NO
If no, how much will be used/disturbed for proposed use? 4.36 acres ~~2.5 acres of total portion~~

OFFICE USE ONLY *DO NOT WRITE IN THIS BOX

Application No: CUP - 795-2026
AFD Status: NO
Date Received: 6/12/26
Tax Receipts: (Yes) No
Fee Amount: $1835.00
Staff Initials: AR

PROPERTY OWNERS INFORMATION

Name: Sharon Jordan
Address: 5272 Ashland Farm Road
City: Quinton State: VA Zip: 23141
Telephone: Cellular: 804-512-5740 Home:
E-mail Address: [redacted]

APPLICANT'S INFORMATION

Name: Giving Hope Lawn Management, Inc. / Andrew Conner / Patrick Byrd
Address: 4032B Mechanicsville Turnpike
City: Mechanicsville State: VA Zip: 23111
Telephone: Cellular: 804-855-7856 ~~Home~~: Office 804-405-0211
E-mail Address: [redacted]

AGENTS INFORMATION

Name: Sharon Jordan
Address: 5272 Ashland Farm Drive
City: Quinton State: VA Zip: 23141
Telephone: Work: Cellular: 804-512-5740
E-mail Address: [redacted]

WATER/SEWER SUPPLY

[ ] Public Water [ ] Public Sewer [X] Well [ ] Septic
[ ] Other:

As part of the submission, the following questions must be answered in detail in narrative form. Answers of "Yes" or "No" are **NOT ACCEPTABLE** and the application is not complete until 25 copies of this narrative and any supplemental required information is received.

1. Describe in detail, the proposed use(s) of the property.
2. Describe in detail, how the proposed use may impact surrounding properties. Please relate your response to the existing zoning and land uses in the area, plus the characteristics of the proposed use—hours of operation, activity levels, appearance, etc.
3. Describe the proposed water and wastewater utility infrastructure including sources, discharges, permits, construction, ownership, and maintenance responsibilities.
4. Describe the environmental impact of the proposed development and the efforts to be undertaken to abate air, water, noise, stormwater, and other environmental impacts during and after construction.
5. Describe what techniques will be used to control traffic flow and what impacts the proposed use will have on existing roadways and provide a professionally prepared traffic impact analysis for any development expected to generate 1,000 vehicle trips per day or more.
6. Describe the impact of the proposed use on New Kent County's Schools.
7. Describe the impact of the proposed use on New Kent County public services—water service, wastewater disposal, solid waste disposal, fire, rescue, law enforcement, libraries, etc.
8. Describe the impact the proposed use(s) will have on any historic sites or structures on the property or in the vicinity.
9. Describe the impact the proposed use(s) will have on any rare, endangered, or irreplaceable species or natural areas.

In addition to 25 copies of the narrative, please submit 25 copies of a sketch or site plan and any additional information, to be provided to the Planning Commission. Please provide also an electronic copy of all application documents.

I/We as the property owner/applicant/agent give permission for County personnel to enter subject properties in relation to the administration of this application and to any applicable New Kent County, State of Virginia or U.S. Federal Government regulations. Additionally, if the County Planning Department deems it necessary for an outside agency or organizations review any technical part of this application, I/we agree to reimburse the County for all costs associated with such outside reviews and consultation within 15 business days of being billed by the County.

Property Owner Signature: Shannon J. Jordan Date: June 5, 2026

Property Owner Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____

Applicant/Agent Signature: Andrew Conner Date: 6.3.26

Applicant/Agent Signature: Patrick Byrd Date: 6.3.26

All property owners must sign the application

CONDITIONAL USE PERMIT FEES

The fees for this application consist of an application fee and a Map Maintenance fee (*see below for calculations*). The fee for this application is ***$1600.00 plus $40.00 per disturbed use acre.*** Make checks payable to *Treasurer of New Kent County.* **Fees must be submitted at time of application.**

Fee:	$ 1600.00
+ $40.00 per acre(fraction), Number of acre(fraction): 4 x $40=	$ 160.00
Map Maintenance Fee:	$ 35.00
+ $10.00 per acre(fraction), Number of acres(fraction): 4 x $10=	$ 40.00
Total Due:	**$** 1835.00

CONDITIONAL USE PERMIT – AMENDMENT FEE

The fee for this application is ***$1150.00.*** Make checks payable to *Treasurer of New Kent County*. **Fees must be submitted at time of application.**

COPY

GENERAL POWER OF ATTORNEY

I, JULIA C. TAYLOR, make this General Power of Attorney appointing my daughter, SHARON TAYLOR JORDAN, my true and lawful attorney-in-fact ("my Agent"). My Agent is authorized to act for me as follows:

(1) To demand, sue for, receive, collect and hold any and all moneys, securities and other property, of any nature whatsoever, that now belong to me or may belong to me in the future or in which I may have an interest, and generally to deal with any such property;

(2) To sign, endorse or assign any note, check, or other instrument of any nature whatsoever, negotiable or non-negotiable, for deposit, discount, collection or otherwise;

(3) To write checks upon or otherwise withdraw all funds or account balances now or hereafter outstanding to my credit or to the credit of my Agent, whether or not the check or other instrument is drawn to the order of my Agent;

(4) To vote in person or by proxy, to sell or otherwise dispose of, to cause to be registered in the name of a nominee selected by my Agent, and to transfer, redeem, convert or exchange, any security that now belongs to me or may belong to me in the future or in which I may have an interest and to make,

execute and deliver any endorsement, assignment, certification, or other document in connection with any security;

(5) To buy, acquire or invest in property, real or personal, tangible or intangible, including but not limited to any security, option, or other type of investment of whatsoever kind and nature;

(6) To sell or lease any lands, buildings or other improvements or appurtenances to lands belonging to me now or in the future or in which I may have an interest, and to execute and cause to be recorded any and all deeds or other writings which may be necessary with respect to transactions involving such property;

(7) To borrow or lend money or property, with or without security, and for such purposes to deliver or receive any documents which may be necessary or proper;

(8) To instruct any entity or person having custody or control of any assets of mine, or any assets in which I may have an interest, in any agency, fiduciary or other capacity, and I authorize that person or entity to rely upon such instructions;

(9) To exercise any right available to me under or in connection with any life insurance policy that I may own, including, but not limited to, the right to obtain the cash surrender value or to borrow money against the cash value of

any of my policies, and to transfer the ownership of any of my policies to the primary beneficiaries named in the policies;

(10) To exercise any right available to me under or in connection with any retirement benefits that I may own or I am otherwise entitled to, including, but not limited to, the right to obtain a lump sum distribution or to transfer any or all of the benefits to an individual retirement account, and the right to elect a method of distribution or to determine the amount of a distribution based on the recalculation of my age;

(11) To open accounts of any nature whatsoever in my name or in the name of my Agent;

(12) To pay all sums of money that may now or in the future be owing by me, whether the obligation is incurred by me or by my Agent, to compromise or submit to arbitration any claim, whether it is against me or in my favor, and to receive or give releases in connection with claims against me or in my favor;

(13) To make, sign, acknowledge and deliver any contract, deed or other document relating to real estate or personal property or both and to perform any contract binding either me or my Agent;

(14) To have access to any safe deposit box registered in my name and to remove or add to the contents;

(15) To appoint any individual or corporation as substitute attorney-in-fact under this power of attorney with all of the powers and authority granted my Agent;

(16) To sign, make, execute and file in my name and on my behalf with any state or federal tax authority, such tax returns, forms and reports as are required or authorized by law, and to handle all tax matters on my behalf;

(17) To transfer and convey to or withdraw from the trustee of any revocable trust created by me any of my real and personal property as my Agent considers appropriate;

(18) To make gifts on my behalf to any of my children and more remote descendants and the spouse of any child or more remote descendant of mine (provided that the aggregate value of all gifts to any one of them in any one calendar year shall not exceed in value the amount that can pass free of federal gift tax under sections 2503(b) and 2503(e) or any subsequent provisions of the Internal Revenue Code of 1986, as amended);

(19) Without limiting the above powers, generally to perform any other acts of any nature whatsoever, that ought to be done or in the opinion of my Agent ought to be done, in any circumstances as fully and effectively as I could do if acting personally;

(20) If my daughter, SHARON TAYLOR JORDAN, fails or ceases to serve as my attorney-in-fact, I appoint my daughter's husband, MORVITZ ST.

CLAIR JORDAN, JR., my true and lawful attorney-in-fact with all the authority I have granted to my Agent above. Any person to whom this power of attorney is presented may rely upon the signature of any of the attorneys-in-fact named as conclusive evidence of the authority of the attorney-in-fact to act hereunder.

Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until actual notice of its revocation or actual notice of the death of the undersigned is received.

I hereby ratify and confirm all actions which may be taken by my Agent.

This power of attorney shall not terminate upon my disability.

This instrument is executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

WITNESS my signature and seal this 2nd day of Nov., 2007.

Julia C Taylor [SEAL]
JULIA C. TAYLOR

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF HENRICO)

The foregoing instrument was subscribed and sworn to before me by JULIA C. TAYLOR this 2nd day of November, 2007.

(SEAL)

MARC S. ROBINSON
NOTARY PUBLIC
MY COMMISSION NUMBER 143455
COMMONWEALTH OF VIRGINIA

Notary Public

My commission expires: August 31, 2008.

Notary Registration Number: 143453

Site Plan Narrative – 5200 New Kent Highway

1. Proposed Use(s) of the Property

The proposed use of the rear 2.6-acre portion of the property at 5200 New Kent Highway is for a landscape supply yard with retail and contractor sales. The operation will include the sale and distribution of mulch, topsoil, compost, gravel, and decorative stone. The site will include material storage bins, bulk storage areas, a small equipment shed, and parking for company vehicles and customer access.
The site will also include the 380 square foot shed that we currently operate out of located at 5430 New Kent Highway.

2. Impact on Surrounding Properties

The proposed use is compatible with the surrounding rural character. The rear location provides natural buffering. Screening using existing vegetation and planted trees will be maintained along property boundaries where practical. Operations will generally occur between 7:00 AM and 5:30 PM Monday through Friday, with limited Saturday hours.

3. Water and Wastewater Infrastructure

The property will utilize an existing well as shown on the site sketch. Water usage will be minimal and limited primarily to dust control as needed.
With regard to the sanitary facilities, we will utilize an ADA Accessible Portable Toilet. We have a pump and haul agreement with SB Cox in place.

4. Environmental Impact

Best management practices will be used to control dust and runoff. Material storage areas will be maintained in an organized manner to minimize environmental impact.

5. Traffic Impact

Traffic will consist primarily of customer pickups and contractor vehicles. Access will be provided from Route 249 using the existing driveway access area.
We anticipate approximately 1-6 combined employee/customer vehicles per day

6. Impact on Schools

The proposed use is commercial and will not create additional residential population; therefore, no impact on schools is anticipated.

7. Impact on Public Services

The proposed use will not significantly increase demand on public services. Solid waste will be handled through private services.

8. Impact on Historic Sites

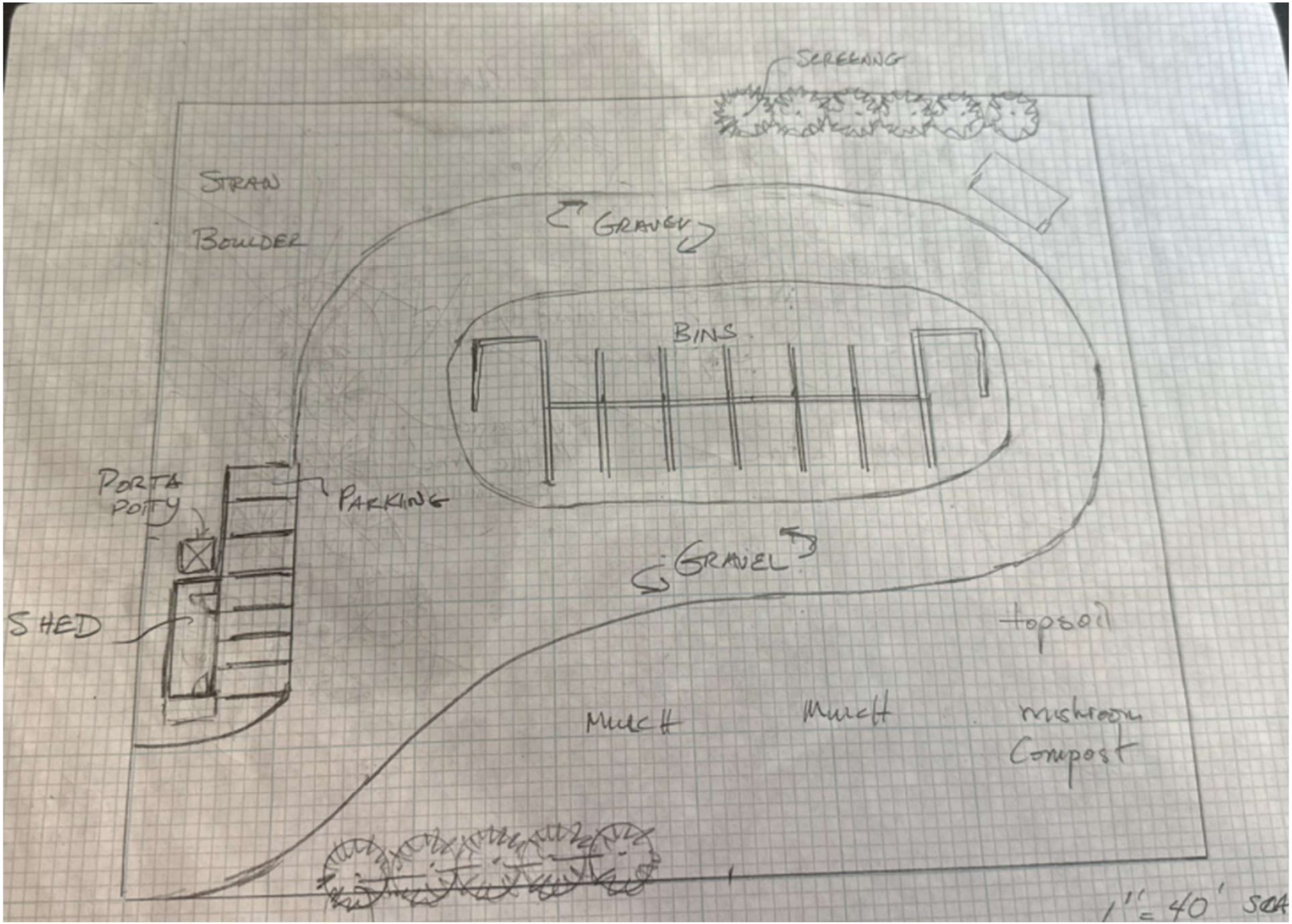
No known historic resources will be impacted by the proposed use.

9. Impact on Natural Resources

The proposed use is not expected to affect any rare, endangered, or irreplaceable species. Disturbance will be limited to the necessary operational area, and existing vegetation will be preserved where practical to maintain natural buffering and environmental quality.

Day to Day Operations for Giving Hope Lawn Management

Customers will visit the shed to view materials stored in bins and place orders for pickup or delivery based on their vehicle's capacity. Delivery orders may include up to 6 yards of material, depending on weight, and will be handled by our small dump truck. All materials will be delivered to the Giving Hope Lawn Management yard, primarily by tandem dump trucks.


SCREENING
STRAW
BOULDER
GRAVEL
BINS
PORTA POTTY
PARKING
GRAVEL
SHED
topsoil
MULCH
MULCH
mushroom
Compost
1" = 40'

Patrick C. Silva

From: Ann Berry
Sent: Wednesday, September 2, 2026 2:58 PM
To: Patrick C. Silva
Subject: CUP-03-26

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Mr. Silva,

I am writing to formally express my concerns regarding the proposed development and/or construction of the business site for Giving Hope Landscaping, which would be immediately adjacent to my property at 5220 New Kent Hwy. My primary concern is clarification regarding the buffer, fencing, or other barrier that would be provided between the proposed site and my residential property. The lack of adequate separation raises significant concerns regarding privacy, noise, safety, and the potential for increased traffic along the dirt path beside my residence.

I have lived in this home for 12 years, and during that time, I have enjoyed a quiet and private backyard. The property in question has historically been used for farming, and I honestly never expected a business use to be considered for this location. I have always felt safe allowing my children to play outside, and the thought of potential customers and business-related traffic traveling along the side of my property takes away from that sense of safety and privacy.

I spoke with Mr. Andrew Conner, owner of Giving Hope Landscaping, on Friday, August 28, 2026. During our conversation, he indicated that a buffer could potentially be placed on my property to help block the dirt road. If this CUP is approved, I would sincerely appreciate Mr. Conner following through with the **specified and mutually agreed-upon buffer** that he proposed.

Truthfully, I would prefer that this CUP not move forward. However, if it is approved, I respectfully request that an appropriately sized fence, along with mature vegetative buffers, be installed to provide adequate separation between the business and my residential property. I would also respectfully request that the **size, location, and specifications of the buffer be clearly established and agreed upon prior to construction** so that there is a clear understanding of the separation that will be provided between the proposed business and my property.

Thank you for your time and attention to this matter. I respectfully ask that these concerns be taken into consideration when reviewing the proposed CUP.

Ann Marie Berry
Property Inspector
Commissioner of the Revenue
12007 Courthouse Circle
PO BOX 99
New Kent, VA 23124
Phone (804) 966-8532
Fax (804) 966-5562

NEW KENT COUNTY
Mailing of Notices

Applicants Name: GIVING HOPE LAWN MANAGEMENT, INC.
Application Number: CUP-03-2026

STATE OF VIRGINIA
COUNTY OF NEW KENT, to wit

(I/We) Patrick Silva, Principal Planner of the New Kent County Planning Division, do make oath that notices as required by Section 15.2-2204 of the Code of Virginia, 1950, as amended, were mailed on the 1st day of September 2026, by first class mail, postage prepaid, to the persons whose names and addresses appear below.

Signed

Subscribed and sworn to before me this 1st day of September, 2026.

AIDAN REIDER
NOTARY PUBLIC
REG. #00349755
MY COMMISSION EXPIRES
07/31/29
COMMONWEALTH OF VIRGINIA

Notary Public

My commission expires: 07/31/29

TM #'s	Name	Address	City, State, Zip Code
20-88 & 21-3A	Dennis E. Shiflett	8311 Briarthorn Court	Mechanicsville, VA 23116
21-9-4	Ann Marie & Craig Berry	5220 New Kent Highway	Quinton, VA 23141
21-9-3A	S&S 311 LLC C/O River City Industrial	PO Box 708	Quinton, VA 23141
20-87A	Morvitz & Sharon Jordan	5208 New Kent Highway	Quinton, VA 23141
20-75B	Kate L. Johnson Estate C/O Patricia J. Smith	7800 Olivet Church Road	New Kent, VA 23124
20-75A & 20-75	Rose B. Pemberton Trust	3201 New Kent Highway	Quinton, VA 23141
20-86B & 20-86F	Milton R. Davis	5110 New Kent Highway	Quinton, VA 23141
20-75E	Mackenzie N. Hodge & Mason L. Tate	5125 New Kent Highway	Quinton, VA 23141

§ 15.2-2204. Advertisement of plans, ordinances, etc.; joint public hearings; written notice of certain amendments.

A. Plans or ordinances, or amendments thereof, recommended or adopted under the powers conferred by this chapter need not be advertised in full, but may be advertised by reference. Every such advertisement shall contain a descriptive summary of the proposed action and a reference to the place or places within the locality where copies of the proposed plans, ordinances or amendments may be examined.
The local planning commission shall not recommend nor the governing body adopt any plan, ordinance or amendment thereof until notice of intention to do so has been published once a week for two successive weeks in some newspaper published or having general circulation in the locality; however, the notice for both the local planning commission and the governing body may be published concurrently. The notice shall specify the time and place of hearing at which persons affected may appear and present their views, not less than five days nor more than 21 days after the second advertisement appears in such newspaper. The local planning commission and governing body may hold a joint public hearing after public notice as set forth hereinabove. If a joint hearing is held, then public notice as set forth above need be given only by the governing body. The term "two successive weeks" as used in this paragraph shall mean that such notice shall be published at least twice in such newspaper with not less than six days elapsing between the first and second publication. After enactment of any plan, ordinance or amendment, further publication thereof shall not be required.
B. When a proposed amendment of the zoning ordinance involves a change in the zoning map classification of 25 or fewer parcels of land, then, in addition to the advertising as required by subsection A, written notice shall be given by the local planning commission, or its representative, at least five days before the hearing to the owner or owners, their agent or the occupant, of each parcel involved; to the owners, their agent or the occupant, of all abutting property and property immediately across the street or road from the property affected, including those parcels which lie in other localities of the Commonwealth; and, if any portion of the affected property is within a planned unit development, then to such incorporated property owner's associations within the planned unit development that have members owning property located within 2,000 feet of the affected property as may be required by the commission or its agent. However, when a proposed amendment to the zoning ordinance involves a tract of land not less than 500 acres owned by the Commonwealth or by the federal government, and when the proposed change affects only a portion of the larger tract, notice need be given only to the owners of those properties that are adjacent to the affected area of the larger tract. Notice sent by registered or certified mail to the last known address of such owner as shown on the current real estate tax assessment books or current real estate tax assessment records shall be deemed adequate compliance with this requirement. If the hearing is continued, notice shall be remailed. Costs of any notice required under this chapter shall be taxed to the applicant.
When a proposed amendment of the zoning ordinance involves a change in the zoning map classification of more than 25 parcels of land, or a change to the applicable zoning ordinance text regulations that decreases the allowed dwelling unit density of any parcel of land, then, in addition to the advertising as required by subsection A, written notice shall be given by the local planning commission, or its representative, at least five days before the hearing to the owner, owners, or their agent of each parcel of land involved, provided, however, that written notice of such changes to zoning ordinance text regulations shall not have to be mailed to the owner, owners, or their agent of lots shown on a subdivision plat approved and recorded pursuant to the provisions of Article 6 (§ 15.2-2240 et seq.) where such lots are less than 11,500 square feet. One notice sent by first class mail to the last known address of such owner as shown on the current real estate tax assessment books or current real estate tax assessment records shall be deemed adequate compliance with this requirement, provided that a representative of the local commission shall make affidavit that such mailings have been made and file such affidavit with the papers in the case. Nothing in this subsection shall be construed as to invalidate any subsequently adopted amendment or ordinance because of the inadvertent failure by the

representative of the local commission to give written notice to the owner, owners or their agent of any parcel involved.
The governing body may provide that, in the case of a condominium or a cooperative, the written notice may be mailed to the unit owners' association or proprietary lessees' association, respectively, in lieu of each individual unit owner.
Whenever the notices required hereby are sent by an agency, department or division of the local governing body, or their representative, such notices may be sent by first class mail; however, a representative of such agency, department or division shall make affidavit that such mailings have been made and file such affidavit with the papers in the case.
A party's actual notice of, or active participation in, the proceedings for which the written notice provided by this section is required shall waive the right of that party to challenge the validity of the proceeding due to failure of the party to receive the written notice required by this section.
C. When a proposed comprehensive plan or amendment thereto; a proposed change in zoning map classification; or an application for special exception for a change in use or to increase by greater than 50 percent of the bulk or height of an existing or proposed building, but not including renewals of previously approved special exceptions, involves any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth, then, in addition to the advertising and written notification as required by this section, written notice shall also be given by the local commission, or its representative, at least 10 days before the hearing to the chief administrative officer, or his designee, of such adjoining locality.
D. When (i) a proposed comprehensive plan or amendment thereto, (ii) a proposed change in zoning map classification, or (iii) an application for special exception for a change in use involves any parcel of land located within 3,000 feet of a boundary of a military base, military installation, military airport, excluding armories operated by the Virginia National Guard, or licensed public-use airport then, in addition to the advertising and written notification as required by this section, written notice shall also be given by the local commission, or its representative, at least 30 days before the hearing to the commander of the military base, military installation, military airport, or owner of such public-use airport, and the notice shall advise the military commander or owner of such public-use airport of the opportunity to submit comments or recommendations.
E. The adoption or amendment prior to July 1, 1996, of any plan or ordinance under the authority of prior acts shall not be declared invalid by reason of a failure to advertise or give notice as may be required by such act or by this chapter, provided a public hearing was conducted by the governing body prior to such adoption or amendment. Every action contesting a decision of a locality based on a failure to advertise or give notice as may be required by this chapter shall be filed within 30 days of such decision with the circuit court having jurisdiction of the land affected by the decision. However, any litigation pending prior to July 1, 1996, shall not be affected by the 1996 amendment to this section.
F. Notwithstanding any contrary provision of law, general or special, the City of Richmond may cause such notice to be published in any newspaper of general circulation in the city.
G. When a proposed comprehensive plan or amendment of an existing plan designates or alters previously designated corridors or routes for electric transmission lines of 150 kilovolts or more, written notice shall also be given by the local planning commission, or its representative, at least 10 days before the hearing to each electric utility with a certificated service territory that includes all or any part of such designated electric transmission corridors or routes.
H. When any applicant requesting a written order, requirement, decision, or determination from the zoning administrator, other administrative officer, or a board of zoning appeals that is subject to the appeal provisions contained in § 15.2-2311 or 15.2-2314, is not the owner or the agent of the owner of the real property subject to the written order, requirement, decision or determination, written notice shall be given to the owner of the property within 10 days of the receipt of such request. Such written notice shall be given by the zoning administrator or other administrative officer or, at the direction of the administrator or officer, the requesting applicant shall be required to give the owner such notice and to provide satisfactory evidence to the zoning administrator or other administrative officer that the notice

has been given. Written notice mailed to the owner at the last known address of the owner as shown on the current real estate tax assessment books or current real estate tax assessment records shall satisfy the notice requirements of this subsection.

This subsection shall not apply to inquiries from the governing body, planning commission, or employees of the locality made in the normal course of business.

Code 1950, § 15-961.4; 1962, c. 407, § 15.1-431; 1964, c. 632; 1968, cc. 354, 714; 1973, cc. 117, 334; 1974, cc. 100, 570; 1975, c. 641; 1976, c. 642; 1977, c. 65; 1982, c. 291; 1990, c. 61; 1992, cc. 353, 757; 1993, cc. 128, 734; 1994, c. 774; 1995, c. 178; 1996, cc. 613, 667; 1997, c. 587; 2001, c. 406; 2002, c. 634; 2004, cc. 539, 799; 2005, c. 514; 2007, cc. 761, 813; 2011, c. 457; 2012, c. 548; 2013, cc. 149, 213.

PLANNING COMMISSION
COUNTY OF NEW KENT
VIRGINIA

PC-17-26

At the regular meeting of the Planning Commission of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 17th day of August 2026:

Present:	Vote:
Milton Hathaway	Aye
Patricia Townsend	Aye
Curtisa Thomas	Nay
Gary Larochelle	Aye
Dr. Joanne Schmit	Aye
Joseph Davis	Aye
Jacob Dombroski	**Absent**
V. Marc Bennett	Aye
Tammy Johnson	Aye
John Moyer	Abstain
Laura Rose	**Absent**

Motion was made by Patricia Townsend, which carried 7:1:3, to adopt the following resolution:

A RESOLUTION TO RECOMMEND APPROVAL OF CONDITIONAL USE PERMIT APPLICATION CUP-03-26 TO PERMIT THE PROPOSED *CONTRACTOR OFFICE OR SHOP WITH OUTDOOR STORAGE* USE LOCATED AT 5200 NEW KENT HIGHWAY (TAX MAP #20-87 AND GPIN L09-3690-2839).

WHEREAS, **Giving Hope Lawn Management Inc.** (the "Applicant") has submitted a "Conditional Use Permit Application" dated June 12, 2026; and

WHEREAS, said application requests a Conditional Use Permit in order to operate a *contractor office or shop with outdoor storage* use (as defined by the New Kent County Zoning Ordinance) at **5200 New Kent Highway**, a parcel further identified on the New Kent County digital map as GPIN L09-3690-2839 and Tax Map Parcel #20-87 (the "Property"); and

WHEREAS, subsequent to receiving a complete application and within the timeframes established by Code, the Planning Commission scheduled and conducted a formal and duly advertised public hearing, carefully considering the public comment received; and

WHEREAS, the Commission finds that adding conditions to this conditional use permit is appropriate to address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County and the health, safety, and general welfare of the citizens in the County; and

NOW THEREFORE, BE IT RESOLVED that on this, the 17th day of August 2026, by the New Kent County Planning Commission, that Conditional Use Permit Application CUP-03-26, submitted by Giving Hope Lawn Management Inc. is forwarded to the Board of Supervisors with a favorable recommendation of approval subject to the following conditions:

1. Site plan approval is required for any future development of the property relating to the use.

2. All outdoor storage must be screened from view of public streets and adjacent properties by means of opaque fencing, vegetative screening or a combination thereof.

3. A minimum of six off-street parking spaces must be maintained for use by employees and customers at all times.

4. Hours of operation are limited to 7:00 a.m. to 6 p.m., Monday to Saturday, with no operations permitted on Sunday.

5. All traffic associated with the use must utilize the westernmost existing site entrance and the easternmost existing site entrance may not be utilized.

6. All development must comply with landscaping standards found in Article XXVII of the New Kent County Code.

7. This Conditional Use Permit will expire on the fifth anniversary of its approval if a site plan for the use has not been approved.

Attested:

Van "Marc" Bennett
Chair, New Kent County Planning Commission

BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA

R-38-26

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 14th day of September 2026:

Present:	Vote:
Ron Stiers	
Jordan T. Stewart	
John P. Moyer	
Amy M. Pearson	
Thomas W. Evelyn	

Motion was made by _____, which carried _____, to adopt the following resolution:

A RESOLUTION TO APPROVE CONDITIONAL USE PERMIT APPLICATION CUP-03-26 TO PERMIT THE PROPOSED CONTRACTOR OFFICE OR SHOP WITH OUTDOOR STORAGE USE LOCATED AT 5200 NEW KENT HIGHWAY (TAX MAP #20-87 AND GPIN L09-3690-2839).

WHEREAS, **Giving Hope Lawn Management Inc.** (the "Applicant") has submitted a "Conditional Use Permit Application" dated June 12, 2026; and

WHEREAS, said application requests a Conditional Use Permit in order to operate a *contractor office or shop with outdoor storage* use (as defined by the New Kent County Zoning Ordinance) at **5200 New Kent Highway**, a parcel further identified on the New Kent County digital map as GPIN L09-3690-2839 and Tax Map Parcel #20-87 (the "Property"); and

WHEREAS, subsequent to receiving a complete application and within the timeframes established by Code, the Planning Commission scheduled and conducted a formal and duly advertised public hearing, carefully considering the public comment received; and

WHEREAS, said application was considered by the New Kent County Planning Commission (the "Planning Commission") in accordance with applicable procedures at

a formal and duly advertised public hearing on August 17, 2026, where they carefully considered the public comment received and voted 9:1:2 to forward a favorable recommendation of approval to the Board of Supervisors; and

WHEREAS, within the timeframe established by the Code of Virginia and New Kent County code, the Board of Supervisors scheduled and conducted a formal and duly advertised public hearing on September 14, 2026, and carefully considered the comments received, the application and conditions; and

WHEREAS, the Board of Supervisors has evaluated the application based on the current zoning of the parcel, which is EO/Economic Opportunity, the standards set forth in the Conditional Use Permit Provisions of the Zoning Ordinance (Article XIX, § 98-741 et seq.), and the proposed conditions in the staff memo; and

NOW THEREFORE, BE IT RESOLVED that on this, the 14th day of September 2026, by the New Kent County Board of Supervisors, that Conditional Use Permit Application CUP-03-26 submitted by Giving Hope Lawn Management Inc. be, and it hereby is, **APPROVED, SUBJECT TO THE FOLLOWING CONDITIONS**:

1. Site plan approval is required for any future development of the property relating to the use.

2. All outdoor storage must be screened from view of public streets and adjacent properties by means of opaque fencing, vegetative screening or a combination thereof.

3. A minimum of six off-street parking spaces must be maintained for use by employees and customers at all times.

4. Hours of operation are limited to 7:00 a.m. to 6 p.m., Monday to Saturday, with no operations permitted on Sunday.

5. Access using the western most site entrance is prohibited.

6. If the existing driveway entrance located at the shared property line between GPIN L09-3849-2572 and GPIN L09-4016-2627 is to be used for access, before site plan approval and the use commences operation, an access easement granting the applicant and their customers use of the driveway must be recorded. Additionally, a shared access agreement, in a form acceptable to the County Attorney, must be recorded that specifies, at a minimum, the width of the access easement and any maintenance responsibilities between the parties.

7. All development must comply with landscaping standards found in Article XXVII of the New Kent County Code.

8. This Conditional Use Permit will expire on the fifth anniversary of its approval if a site plan for the use has not been approved.

BE IT FURTHER RESOLVED, that the County Administrator be, and he hereby, directed to have fully executed copy of this Resolution recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:

_____	_____
Rodney A. Hathaway	Ron Stiers
County Administrator	Chairman

COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Rodney A. Hathaway, County Administrator and Clerk of the New Kent Board of Supervisors.

My Commission Expires: 12/31/2026	_____
My Commission Number: 315272	Notary

COUNTY OF NEW KENT
COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Ron Stiers, Chairman of the New Kent Board of Supervisors.

My Commission Expires: 12/31/2026	_____
My Commission Number: 315272	Notary

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 Appointments

Subject	Appointments - Delegated by District		
Time Needed:		Person Appearing:	
Request prepared by:	Wanda Watkins, Deputy Board Clerk	Telephone:	
Copy provided to:			

ATTACHMENT(S):

091426 Appt Motions by District.pdf

PROPOSED MOTIONS:

DISTRICT ONE APPOINTMENTS

I move to appoint _____ as a District One representative to the Housing Advisory Committee. (This seat was held by Shana Abdus. Ms. Abdus is now serving on this committee as the Department of Social Services representative.)

PROPOSED MOTIONS:

DISTRICT TWO APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT THREE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT FOUR APPOINTMENTS

I move to appoint _____ as a District Four representative to the Transportation Safety Commission to complete a four-year term ending December 31, 2026. *(This seat was held by Kenneth Hislop who has resigned.)*

PROPOSED MOTIONS:

DISTRICT FIVE APPOINTMENTS

I move to appoint _____ as District Five representative to the Seniors' Volunteer Hall of Fame Selection Committee to complete a two-year term ending December 31, 2026. *(This is a new position created by the adoption of Resolution R-02-25 R1 on January 13, 2025.)*

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 Appointments

Subject	Appointments - Not Delegated by District		
Time Needed:		Person Appearing:	
Request prepared by:	Wanda Watkins, Deputy Board Clerk	Telephone:	
Copy provided to:			

ATTACHMENT(S):

091426 Appt Motions NOT by District.pdf

PROPOSED MOTIONS:

Boards and Commissions not Delegated by District

I move to appoint _____ as an at large representative to the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to serve a four-year term beginning January 1, 2025 and ending December 31, 2028. *(The term of David Hurst expired December 31, 2024.) (This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as an alternate member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to serve a four-year term beginning January 1, 2026 and ending December 31, 2029. *(This position has been vacant since 2013.)*

I move to appoint _____ as an at large representative to the Clean County Committee to serve a four-year term beginning January 1, 2026 and ending December 31, 2029. *(The term of Nancy Nolan expired on December 31, 2025. Ms. Nolan no longer wishes to serve.)*

I move to appoint _____as the New Kent County Public Schools representative to the Community Policy and Management Team to complete a two-year term beginning July 1, 2026 and ending June 30, 2028. *(Dr. Christine Young is no longer with NKCPS.)*

I move to appoint _____ as an at large representative to the Farms of New Kent Community Development Authority Board to serve a four-year term beginning January 1, 2026 and ending December 31, 2029. (The term of Ronald Jordan expired on December 31, 2025.) *(This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to complete a three-year term beginning July 1, 2023 and ending June 30, 2026. *(The term of Robert Gray expired June 30, 2023. Mr. Gray was appointed as the District 2 representative on January 10, 2024 and is not eligible to serve in this seat.)*

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2025 and ending June 30, 2028. *(The term of William J. Wallace, III expired June 30, 2025.)*

PLEASE NOTE – The following 6 appointments are for the Youth Community Service Committee. The term is one year and **your appointees DO NOT have to reside within your district**. Please note, one adult member position is also open.

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2026. *(The term of Chesney Naggy expired on December 31, 2025 and she does not wish to be reappointed.) (This appointment should be made by the District 1 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2025.) *(This appointment should be made by the District 2 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2025.) *(This appointment should be made by the District 2 BOS Member.)*

I move to appoint **Neil Robinson** as a youth member of the New Kent County Youth Community Service Committee to complete a one-year term ending December 31, 2026. *(2026 NKHS graduate Amari Robinson had been serving in this position and her brother Neil Robinson would like to be appointed to serve in her place.) (This appointment should be made by the District 4 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2026. *(The term of Will Cowles expired on December 31, 2025 and he does not wish to be reappointed.) (This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2026. *(The term of Kiptyn Naggy expired on December 31, 2025 and he does not wish to be reappointed. (This appointment should be made by the District 5 BOS Member.)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2026. *(The term of Caroline Bandy expired December*

31, 2024 and she does not wish to be reappointed. This appointment should be made by the District 5 BOS Member.)

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to complete a three-year term beginning January 1, 2024 and ending December 31, 2026. *(The term of Tonnie Swartout expired December 31, 2023.)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to complete a three-year term beginning ending December 31, 2026. *(This seat was held by Holly Naggy who has resigned.)*

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 Appointments

Subject	Appointments - Regional Boards and Commissions		
Time Needed:		Person Appearing:	
Request prepared by:	Wanda Watkins, Deputy Board Clerk	Telephone:	
Copy provided to:			

ATTACHMENT(S):

091426 Appt Motions Regional.pdf

Regional Boards and Commissions

I move to appoint _____ as New Kent's alternate representative to the Richmond Regional Transportation Planning Organization's Citizen Transportation Advisory Committee to serve a four-year term beginning January 1, 2026 and ending December 31, 2029. *(This seat was previously held by John P. Moyer prior to being elected as District Two Supervisor.)*

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date: 09/14/2026 — Adjournment

Motion: "Mr. Chairman, I move to (not required for Consent agenda items)"	adjourn
Subject	
Discussion	MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Tuesday, October 13, 2026, and the next work session will be held at 9:00 a.m. on Tuesday, September 29, 2026, both in the Boardroom of the County Administration Building.
Time Needed:	Person Appearing:
Request prepared by:	Wanda Watkins, Deputy Board Clerk — Telephone:
Copy provided to:	

ATTACHMENT(S):

Closed Meeting Motions Rev 2024.pdf

MOTIONS FOR CONVENING A CLOSED SESSION

1 I move to go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia for *(discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or County employees)* involving _____.

3 I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for *discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County*) involving _____.

4 I move to go into closed session pursuant to §2.2-3711A.4 of the Code of Virginia for *(the protection of the privacy of individuals in personal matters not related to public business)* involving _____.

5 I move to go into closed session pursuant to §2.2-3711A.5 of the Code of Virginia for *(discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community)* involving _____.

6 I move to go into closed session pursuant to §2.2-3711A.6 of the Code of Virginia for *(discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the County would be adversely affected)* involving _____.

7 I move to go into closed session pursuant to §2.2-3711A.7 of the Code of Virginia for (*consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel)* involving _____.

19 I move to go into closed session pursuant to §2.2-3711A.19 of the Code of Virginia for (*discussion of plans to protect public safety as it relates to terrorist activity and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure*) involving _____.

28 I move to go into closed session pursuant to §2.2-3711A.28 of the Code of Virginia for (*discussion or consideration of records excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.6 by a responsible public entity or an affected local jurisdiction, as those terms are defined in § 56-557, or any independent review panel appointed to review information and advise the responsible public entity concerning such records)* involving _____.

29 I move to go into closed session pursuant to §2.2-3711A.29 of the Code of Virginia for (*discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board)* involving _____.

33 I move to go into closed session pursuant to §2.2-3711A.32 of the Code of Virginia for (*discussion or consideration of confidential proprietary records and trade secrets excluded from this chapter pursuant to subdivision 18 of § 2.2-3705.6.)* involving _____.

CERTIFICATION OF CLOSED SESSION

A. Motion

I move that the Board certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session.

B. Vote taken on certification.

Present:	Vote:
Thomas W. Evelyn	
John P. Moyer	
Amy M. Pearson	
Ron Stiers	
Jordan T. Stewart	