



# **Chesapeake Bay TMDL Action Plan**

## **Phase III**

General Permit No. VAR040107

**Prepared for:**

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Date: October 1, 2024

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## Executive Summary

J. Sargeant Reynolds Community College (JSRCC) is permitted to discharge stormwater from the college's municipal separate storm sewer systems (MS4s) at the Parham Road campus by maintaining coverage under the General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharges of Stormwater from Small MS4s (MS4 General Permit). In part, the MS4 General Permit requires the college meet special conditions for the Chesapeake Bay Total Maximum Daily Load (TMDL). Included as a special condition is the development of the JSRCC Chesapeake Bay TMDL Action Plan (Action Plan) that, in part, identifies means and methods the college will employ to achieve reductions in total phosphorus (TP) and total nitrogen (TN) loadings discharged from the college's regulated campus. Permittees have been afforded three permit cycles, beginning with the 2013-2018 cycle, followed by the 2018-2023, and finally, the 2023-2028 cycle, to achieve 5%, an additional 35% and the cumulative 100% reductions, respectively. Required reductions are calculated using loading rates and percent-reduction values provided in the MS4 General Permit.

JSRCC successfully surpassed the pollutant reductions required during the previous permit cycle (40% cumulative) with the design and installation of a filtering manufactured treatment device (MTD) and purchase of nutrient credits, the latter in accordance with Part II.A.11 of the MS4 General Permit. It is noted the previous two permit cycles also required reductions for total suspended solids (TSS) and thus, TSS was included in the Request for Proposals to purchase nutrient credits. As a result of favorable TSS:TN and TSS:TP ratios, the nutrient credit purchase resulted in TN credit far exceeding the 100% cumulative TN reduction requirement and TP credit far exceeding the credit needed to achieve the 40% cumulative reduction. As a result, and combined with credit achieved with the MTD, JSRCC has achieved 278% and 93% of the 100% cumulative required reductions for TN and TP, respectively.

JSRCC's need to purchase nutrient credits resulted in delays of the implementation of a stream restoration project planned to be completed in partnership with Henrico County, partially on the JSRCC Parham Road campus. A Memorandum of Understanding credits JSRCC the 100% cumulative TP and TN reductions upon completion of the restoration project, anticipated to be completed during the 2023-2028 permit cycle. At the time of receipt of the restoration credits, JSRCC intends to work with the Department of Environmental Quality (DEQ) to release the current credits applied to the required TN and TP reductions so they are available to apply towards future development on campus.

## 1.0 Introduction

J. Sargeant Reynolds Community College (JSRCC) has developed, implements and enforces a municipal separate storm sewer system (MS4) program designed to reduce the discharge of pollutants from the college's municipal separate storm sewer systems (MS4s) to the maximum extent practicable (MEP) in accordance with the General Virginia Pollutant Discharge Elimination System (VPDES) Permit for Discharges of Stormwater from Small MS4s (MS4 General Permit). The purpose of the program is to protect water quality and to satisfy the appropriate water quality requirements of the State Water Control Law and its attendant regulations.

Compliance with the MS4 General Permit, in part, includes Special Condition associated with applicable total maximum daily loads (TMDLs) for the Chesapeake Bay. A requirement of the special conditions is the development of a Chesapeake Bay TMDL Action Plan to identify the means and methods the college will implement to achieve required total nitrogen (TN) and total phosphorus (TP) loadings discharged from the college's MS4s at the Parham Road campus. Permittees have been afforded three permit cycles, beginning with the 2013-2018 cycle, followed by the 2018-2023 cycle, and finally, the 2023-2028 cycle, to achieve 5%, an additional 35% and the cumulative 100% of required TP and TN loading reductions. Required reductions are calculated using loading rates and percent-reduction values provided in the MS4 General Permit. This Action Plan supersedes previous JSRCC Action Plans developed during the previous permit cycles and, as required by the MS4 General Permit, includes:

1. Loading and cumulative reduction calculations, as specified by the permit (**Section 2**).
2. Pollutant loading reductions achieved, including a list of BMPs to achieve reductions associated with the Chesapeake Bay TMDL, with dates implemented and reductions achieved (**Section 3**).
3. BMPs to be implemented to meet any remainder of the required cumulative reductions, including BMP type, project name, location, removal efficiencies, calculations of expected pollutant reductions, and an implementation schedule (**Section 4 and Appendix D**).
  - Identification of new or modified legal authorities implemented, or needing to be implemented, to achieve the required pollutant loading reductions (**Section 4**).
4. Summary of comments received as a result of an opportunity for public comment for no fewer than 15 days on any additional BMPs proposed in the third phase Chesapeake Bay TMDL Action Plan (**Appendix A**).

## 2.0 MS4 Pollutant Discharge Characterization

Pollutant loadings and cumulative reduction requirement calculations are provided in this section for the James River basin within the Chesapeake Bay watershed, within which JSRCC’s MS4 systems discharges. The loading and required reduction calculations are determined using tables provided within the MS4 General Permit and are dependent on the regulated impervious and pervious area draining to the college’s MS4, calculated as part of the JSRCC Phase II Action Plan and summarized in **Table 2.1**. Mapping of the college’s MS4 is provided in **Appendix B**.

**Table 2.1** Summary of impervious and pervious area for the JSRCC Parham Road campus (obtained from the JSRCC Phase II Chesapeake Bay TMDL Action Plan, by others).

MS4 Regulated Area (acres)	
Impervious	Pervious
24.47	26.03

### 2.1 Pollutant Loadings

Pollutant loadings are computed using the calculation sheet provided in the MS4 General Permit for the James River basin, within which the campus resides. The calculation sheets provide the loading rates, as pounds (lbs) per acre (ac) per year (yr), as reflected in **Table 2.2**, for computing the pollutant loadings discharged from the college’s MS4.

**Table 2.2** Parham Road campus loadings based on the James River Basin calculation sheet provided in the MS4 General Permit (rounding as specified in permit).

Pollutant	Subsource	Loading Rate (lbs/ac/yr) <sup>1</sup>	Area (acres) <sup>2</sup>	Load (lbs/yr)	Total Load (lbs/yr)
TN	Impervious	9.39	24.47	230	412
	Pervious	6.99	26.03	182	
TP	Impervious	1.76	24.47	43	56
	Pervious	0.50	26.03	13	

<sup>1</sup> Loadings from MS4 General Permit, Table 3a (James River basin).

<sup>2</sup> Area served by the Parham Road campus MS4 within the 2010 Census Urbanized Area.

### 2.2 Required Pollutant Reductions

The required cumulative pollutant reductions are also computed using the values in the calculation sheets provided in the MS4 General Permit for the James River basin. Specifically, the calculation sheet provides the total percentage of the reduction in loadings required for the

L2 Scoping Run of the Chesapeake Bay Model, as reflected in **Table 2.3**. Additional pollutant reductions as a result of: (1) new sources initiating construction between July 1, 2009, through October 31, 2023, with total phosphorus loadings exceeding 0.45 lbs/acre/yr, or (2) grandfathered projects initiating construction after July 1, 2014, with total phosphorus loadings exceeding 0.45 lbs/acre/yr are not necessary since neither occurred on the Parham Road campus.

**Table 2.3** Parham Road campus required load reductions based on the James River Basin calculation sheet provided in the MS4 General Permit (rounding as specified in permit).

Pollutant	Subsource	Load (lbs/yr) <sup>1</sup>	Total Load Reduction (%) <sup>2</sup>	Required Reduction by 2028 (lbs/yr) <sup>3</sup>	Total Load Reduction by 2028 (lbs/yr) <sup>3</sup>
TN	Impervious	230	9	21	32
	Pervious	182	6	11	
TP	Impervious	43	16	6.88	7.8
	Pervious	13	7.25	0.94	

<sup>1</sup> From Table 2.2.

<sup>2</sup> Percentage of total load reduction per the L2 Scoping Run of the Chesapeake Bay Model.

<sup>3</sup> Represents 100% of the total load reduction, rounded per permit instruction.

### 3.0 Pollutant Reductions Achieved

JSRCC’s Phase II Chesapeake Bay TMDL Action Plans, by others, identified the means and methods to achieve the 5% and 40% cumulative pollutant reduction targets with design and installation of a filtering manufactured treatment device (MTD) and a stream restoration project to be implemented by Henrico County, partially on the JSRCC Parham Road campus. The following subsections present the total reductions achieved to address the required TN and TP reductions for the previous permit cycles.

#### 3.1 Target - 5% of Cumulative Reduction

To achieve the initial 5% of the accumulation reductions, JSRCC had designed and implemented the installation of a filtering MTD to treat runoff from parking lot areas not previously receiving stormwater management. The design plans for the project, entitled, “J. Sargeant Reynolds Community College Lot ‘L’ and ‘M’ Stormwater Retrofit,” dated June 29, 2018, are provided in **Appendix C**. The MTD was completed and incorporated into the college’s stormwater facility database and receives annual inspections to identify maintenance needs to ensure continued functionality, as designed. To date, the MTD is in functioning condition and has not required maintenance, with the last inspection occurring on March 26, 2024. TN and TP reductions achieved with the MTD are provided in **Table 3.1** and exceeded the 5% reduction requirement target towards the 100% cumulative reductions.

**Table 3.1** JSRCC 2013-2018 permit cycle compliance summary.

Pollutant	Reductions Required for 5% of Cumulative Reductions (lb./yr) <sup>1</sup>	Reduction Achieved from Filtering MTD (lb./yr) <sup>2</sup>
TN	1.60	5.72
TP	0.39	1.15

<sup>1</sup> Represents 5% of cumulative 100% reductions calculated in Table 2.3 (rounding per permit).

<sup>2</sup> MTD completed and online by June 2021 per Phase II Action Plan.

#### 3.2 Target - 40% of Cumulative Reduction

JSRCC entered into a Memorandum of Understanding (MOU) with Henrico County that describes a partnership to implement a stream restoration project within the County, including a length of steam within the Parham Road campus. The MOU includes sharing of credits received

as a result of the restoration, including the full cumulative 100% reductions required to be achieved by JSRCC. JSRCC procured the preliminary stream restoration plans that provided TN and TP pollutant reduction estimates anticipated to be achieved with the project. The MOU states that the County is responsible for the construction and long-term maintenance of the project. The MOU is provided in **Appendix D** and includes additional detail of the agreement and project.

At the time of the execution of the MOU, the college anticipated the project to be completed prior to the end of the 2018-2023 permit cycle, which would ensure the 40% of the cumulative 100% reductions credits would be achieved during the permit cycle, as required by the MS4 General Permit. However, due to delays with the County, outside of control of the college, it was realized the project would not be completed by the end of the 2018-2023 permit cycle. Due to limited time and opportunity to implement other means or methods to achieve the remaining required 40% reduction target, JSRCC sought the purchase of nutrient credits to achieve the 40% target of the cumulative reductions. The MS4 Nutrient Credit Acquisition form is provided in **Appendix E** and resulting total current reductions achieved are listed in **Table 3.2**.

**Table 3.2** Summary of JSRCC Chesapeake Bay TMDL reductions achieved.

Pollutant	Reductions Required for 40% of Cumulative Reductions (lb./yr) <sup>1</sup>	Reduction Achieved from Filtering MTD (lb./yr)	Reduction Achieved from Nutrient Credit Purchase (lb./yr)	Total Reductions Achieved (lb./yr) <sup>2</sup>
TN	13	5.72	77.91	83.63
TP	3.13	1.15	6.29	7.44

<sup>1</sup> Represents 40% of cumulative 100% reductions calculated in Table 2.3 (rounding per permit).

<sup>2</sup> Exceeds required 40% of cumulative 100% reductions.

It is observed from **Table 3.2** that nutrients credits purchased far exceeded those needed to achieve 40% of the cumulative 100% required for the Phase II Action Plan cycle. The exceedance occurred due to the nutrient bank with the lowest bid providing credits with a very favorable nutrient to total suspended solids (TSS) ratio. TSS was included in the bids due to reductions of TSS also required during the previous permit cycles. As a result of TSS being the limiting pollutant for the nutrient bank and the ratios of TSS:TN and TSS:TP, the credits received resulted in excess of those needed to achieve 40% of the cumulative 100% required.

#### 4.0 Plan to Achieve Remainder of Cumulative (100%) Loading Reductions

JSRCC intends to receive the full 100% cumulative loading reductions for TN and TP from the stream restoration project partnership with Henrico County, as previously discussed in Section 3.2 and further described in **Appendix D**. Per a meeting between Mr. Travis Burgoyne, JSRCC Buildings and Grounds Manager, and Mr. John Newton, Henrico County Capital Project Manager, in June 2024, and per the County, the stream restoration project is anticipated to take place in the winter of 2025. Upon completion of the stream restoration project, the full 100% cumulative reductions will be credited to JSRCC. After receipt of the stream restoration credits, JSRCC will coordinate release of the credits currently applied to the Chesapeake Bay TMDL reductions from the MTD and the nutrient credit purchase to allow for use of those credits towards future campus development projects. A summary of the 100% cumulative reductions to be implemented this permit cycle is summarized in Table 4.1.

**Table 4.1** Cumulative (100%) loading reduction compliance summary.

Pollutant	Total Reductions Required (lb./yr) <sup>1</sup>	Reduction to be Achieved (lb./yr) <sup>2</sup>	Practices to Achieve Reductions <sup>2</sup>
TN	32	32	Stream Restoration (see Appendix D)
TP	7.8	7.8	

<sup>1</sup> Represents cumulative 100% reductions calculated in Table 2.3 (rounding per permit).

<sup>2</sup> Replaces credits previously achieved for the 40% of the cumulative reduction target (see Table 3.2). Intention to release credits achieved from MTD and nutrient credit purchase towards use with future campus development once stream restoration project complete.

JSRCC utilizes the legal authority provided by the laws and regulations of the Commonwealth of Virginia to control discharges to and from the college MS4s through the MS4 General Permit, college policies and specific contract language, as applicable. New legal authorities implemented, or needing to be implemented, to achieve the required pollutant loading reductions are associated with the agreements with Henrico County for the stream restoration project as provided in **Appendix D**.

**Appendix A: Summary of any Comments Received**

(This Action Plan is provided on the JSRCC Stormwater Webpage.

If any comments received, see comments and responses following this page)

## **Appendix B: Supporting Mapping**

Notes:  
 1. This map was developed by H2R Engineering Inc. using readily available information obtained from JSRCC. The map is not based on a field survey. The map information shown is approximate.  
 2. This map will be updated from time to time, dependent on changes to the campus.

Notes:

Match Line  
(See Sheet 2 of 2)

Table. Land cover summary per Phase II Action Plan.

Land Cover	Area (acres)
Impervious	24.47
Pervious	26.03
Forest	62.99
Open Water	0.30



**Abbreviations**  
 SFP Stormwater Facility Best Management Practice  
 OFP Outfall Point  
 POI Point of MSA Interconnection

**Legend**  
 Outfall  
 Buildings  
 BMP  
 Storm main/culvert  
 Storm inlet  
 Storm drain  
 MS4 Regulated area  
 Campus Boundary

Area within yellow dashed line is regulated. The remainder of the campus is not regulated. The regulated area does not drain to an MSA or via an MS4 outfall. Total regulated campus area is 64.7 acres.

Building ID	Building Name
A	Massey Library Technology Center
B	Georgiadis Hall
C	Bookstore
D	Burnette Hall
E	Workforce Development & Conference Center
F	Maintenance Building

BMP ID	Type of Facility
1	Filter
2	Filter
3	Infiltration Facility
4	Retention Pond
5	Extended Detention Pond
6	Extended Detention Pond
7	Underground Filter System

**Outfall Information Table**

Outfall ID	Latitude	Longitude	Drainage Area
OF-1	37.638033383	-77.47852403	3.95
OF-2	37.639723968	-77.4788489	12.38
OF-3	37.639565938	-77.47479126	4.21
OF-4	37.639565938	-77.47333828	0.72
OF-5	37.639565938	-77.47333828	0.72
OF-6	37.639565938	-77.47250769	1.08
OF-7	37.639565938	-77.47250769	8.35
OF-8	37.63163827	-77.47900778	8.04
OF-9	37.63581429	-77.47319751	0.34
OF-10	37.639723968	-77.47220582	1.16
OF-11	37.639723968	-77.47220582	4.93

**Outfall Information Table Notes:**  
 1. The receiving water for all regulated outfalls is the North Run Tributary to Upland Creek (A.18) and is located at the intersection of the tributary and 3025(0)303(G) Water Quality Assessment/Integrated Report.  
 2. The following total maximum daily load (TMDL) is for the North Run Tributary to Upland Creek (A.18) and is for a. E. coli (bacteria) TMDL for Chickahominy River and Tributaries, and the b. Phosphorus and Nitrogen.





Match Line  
(See Sheet 1 of 2)

Area within yellow dashed line is regulated. The remainder of campus, unless otherwise shown, is not regulated since it is not within the regulatory outfall.  
Total regulated campus area is 84.7 acres.

Approximate property boundary



0 50 100 200  
SCALE IN FEET

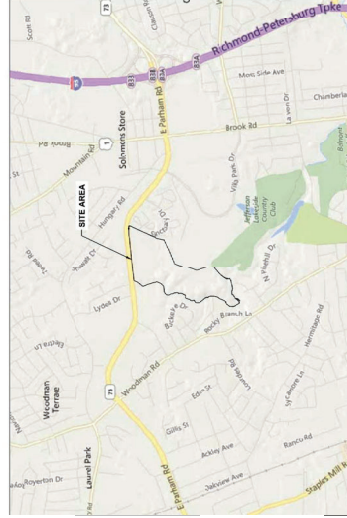
**Appendix C: JSRCC Lot 'L' and 'M' Stormwater Retrofit Site Development Plans**

# J. SARGEANT REYNOLDS COMMUNITY COLLEGE LOT L & M STORMWATER RETROFIT

1651 EAST PARHAM ROAD  
HENRICO COUNTY, VIRGINIA

06/29/2018

SHEET LIST TABLE	
Sheet Number	Sheet Title
C0.0	COVER
C1.0	EXISTING CONDITIONS
C2.0	EROSION AND SEDIMENT CONTROL PLAN
C3.0	CONSTRUCTION DETAILS
C4.0	EROSION & SEDIMENT CONTROL NOTES & DETAILS
C5.0	LAYOUT PLAN
C6.0	CONSTRUCTION NOTES & DETAILS



**VICINITY MAP**  
SCALE: 1" = 2,000'

### PROJECT SUMMARY

ADDRESS: 1651 EAST PARHAM ROAD  
 PARCELS ID: 7707462604  
 ZONING: A-1  
 EXISTING USE: COMMUNITY COLLEGE  
 PARCEL AREA: 108.498 ACRES  
 AREA OF DISTURBANCE: 0.07-ACRE  
 DATUM: NAVD83, MDD83

### NUTRIENT REMOVALS PROVIDED BY THIS PROJECT

- TSP REMOVAL (65%): 1.15 LBS/YEAR
- TN REMOVAL (65%): 5.72 LBS/YEAR
- TP REMOVAL (65%): 57.14 LBS/YEAR



JSRCC - LOT L & M STORMWATER RETROFIT  
1651 EAST PARHAM ROAD, HENRICO COUNTY, VIRGINIA

COVER

SCALE: 40785  
SHEET NO.: C0.0



THIS DRAWING PREPARED AT THE  
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YOUR VISION ACHIEVED THROUGH OURS.

DATE	REVISION DESCRIPTION
06/29/2018	

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**Appendix D: MOU with Henrico – JSRCC Parham Road Campus Stream Restoration Project**

**MEMORANDUM OF UNDERSTANDING**  
**JSRCC Parham Road Campus Stream Restoration Project**

Date: January 27, 2022

**MS4 Stream Restoration Partnership between J. Sargeant Reynolds Community College and Henrico County:** The Federal Environmental Protection Agency (“EPA”) and Virginia Department of Environmental Quality (“DEQ”) mandate that J. Sargeant Reynolds Community College (the “College”) reduce total phosphorous (“TP”), total nitrogen (“TN”), and total suspended solids (TSS) from runoff resulting from weather events at its Parham Road campus. By 2028, the College will be required to provide reductions from baseline loadings from the campus by 32 pounds of TN, 7.8 pounds of TP, and 3,536 pounds of TSS so they do not enter the waterways.

Henrico County (the “County”) and the College have agreed to restore a stream that runs through the Parham Road campus. The parties will share the stormwater credits generated from the project. The College has paid for the preliminary design of the stream restoration and the initial post-construction as-built survey of the work. Henrico County will pay for the final design and construction work and will receive a permanent easement to the project area to allow the County to provide the required regular maintenance of the project in perpetuity.

The civil engineer who designed the stream restoration has estimated the completed stream restoration will capture approximately 32 pounds of TP, 147 pounds of TN, and 11,000 pounds of TSS. The final determination of stormwater credits will be calculated after the project is completed and will be submitted to DEQ. Of the approved total, the College will receive 10 pounds/year of TP reduction credits, 35 pounds of TN reduction credits, and 3,600 pounds of TSS reduction credits to meet its EPA & DEQ requirements, and the County will receive the remaining balance of the credits.

**Parties:** J. Sargeant Reynolds Community College, hereinafter referred to as the “College” and the County of Henrico, Virginia, hereinafter referred to as the “County.”

**Subject:** The Commonwealth of Virginia, State Board for Community Colleges, which is the landowner of GPIN 779-756-2504, agrees to convey an easement (approximately 1.2 acres in size) to the County for the purpose of perpetually maintaining a stream restoration project, hereinafter also referred to as “WR Project”, on its property. The proposed location of the WR Project and the easement area are depicted on Exhibit A, attached. The College will grant the County the right to enter State land to plan, design, construct, and develop the WR Project. The form of deed of easement will be substantially similar to the Deed of Easement attached hereto as Exhibit B. The form of right of entry letter will be substantially similar to the letter attached hereto as Exhibit C.

**Background:** The College and the County have agreed to collaborate on the WR Project, located along a stream that runs through the Parham Road Campus of the College located at 1651 East Parham Road, Richmond, VA. The work includes clearing, grubbing, excavating, installing stream structures, seeding, and planting. The WR Project will result in reductions of TN, TP and

TSS and will earn environmental credits from the Virginia Department of Environmental Quality for stormwater runoff. The College and the County will share the pollutant removal credits as described above.

According to the Preliminary Stream Restoration Plan dated December 4, 2019 and revised on December 1, 2020, by Timmons Group, the WR Project is to design and construct a restored channel of approximately 500 linear feet from the east property line to the culvert at the road that connects the campus parking lots. The WR Project will restore approximately 500 linear feet of an unnamed tributary to North Run. The WR Project will improve the water quality of the stream and will satisfy a portion of both the College's and the County's Municipal Separate Storm Sewer System ("MS4") Permit requirements.

The WR Project will utilize natural stream design to: (i) recreate a more natural and stable cross section and profile of this stream system; (ii) stabilize the severely eroding stream banks and stream bottom; and (iii) reconnect the stream with its floodplain.

**Role of the College:** Landowner

**Role of the County:** To undertake and complete construction of the WR Project and maintain the stream improvements into perpetuity at no cost to the College.

**Responsibilities of the College:**

To procure and fund a Preliminary Stream Restoration Plan which was completed on December 4, 2019, by Timmons Group, and the College has paid Timmons Group for the work.

To share with the County the MS4 Permit credits as described above.

To grant an easement to the County to perpetually maintain the stream restoration and WR Project. The form of the deed of easement will be substantially similar to the Deed of Easement attached hereto as Exhibit B, which will contain the following provisions required by the County: (i) a statement that the property owner will not alter the project; (ii) the document must be recorded at the Clerk's Office of the Circuit Court of Henrico County, Virginia; (iii) the rights conveyed by the document must run with the land; and (iv) a graphic showing the location of the subject area. An as-built easement plat will be appended to and recorded with the Deed of Easement as Exhibit A, the legal description of the easement area.


To procure and approve the as-built easement plat.

**Responsibilities of the County:** To procure and fund the final design of the WR Project and to conduct and complete construction of the WR Project and perpetually maintain the stream improvements under the provisions of a Deed of Easement from the landowner at no cost to the College.


[The remainder of the page is left blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**J. SARGEANT REYNOLDS COMMUNITY COLLEGE**

By:   
Name: Paula P. Pardo  
Title: President  
Date: 2/10/2022

**HENRICO COUNTY, VIRGINIA**

By:   
Name: John A. Vitthoulkas  
Title: County Manager  
Date: 1/27/2022

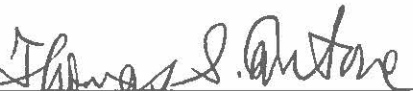
Approved as to form:

For J. SARGEANT REYNOLDS  
COMMUNITY COLLEGE

Approved as to form:

For HENRICO COUNTY,  
VIRGINIA

Office of the Attorney General

By:   
Senior Assistant Attorney General


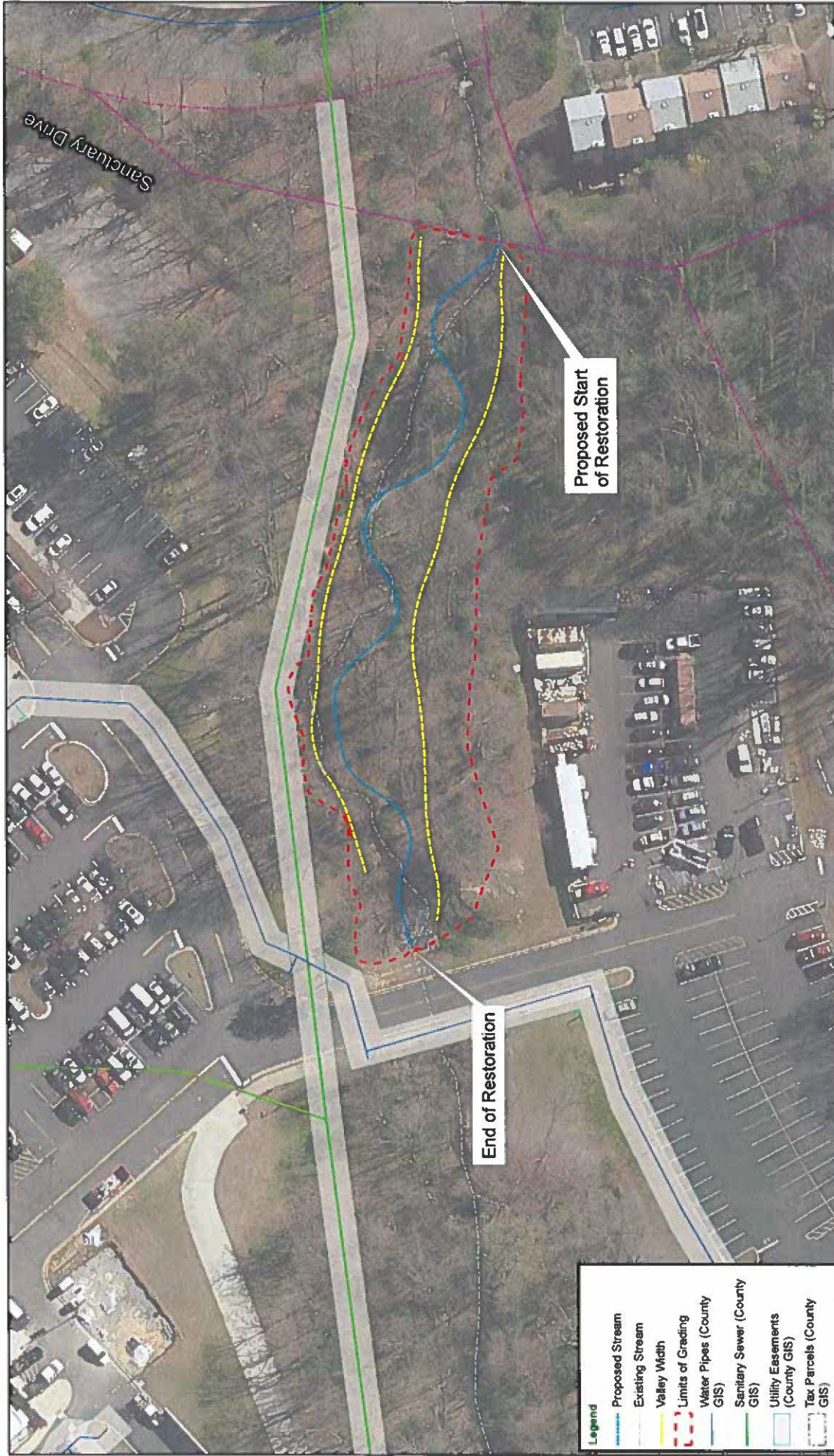
By:   
Name/Title Denise Letendre, Assistant County Attorney

Exhibit A to MOU

Proposed Locations of the WR Project and Easement Area  
(two pages)



- Legend**
- Proposed Stream
  - Existing Stream
  - Valley Width
  - Limits of Grading
  - Water Pipes (County GIS)
  - Sanitary Sewer (County GIS)
  - Utility Easements (County GIS)
  - Tax Parcels (County GIS)



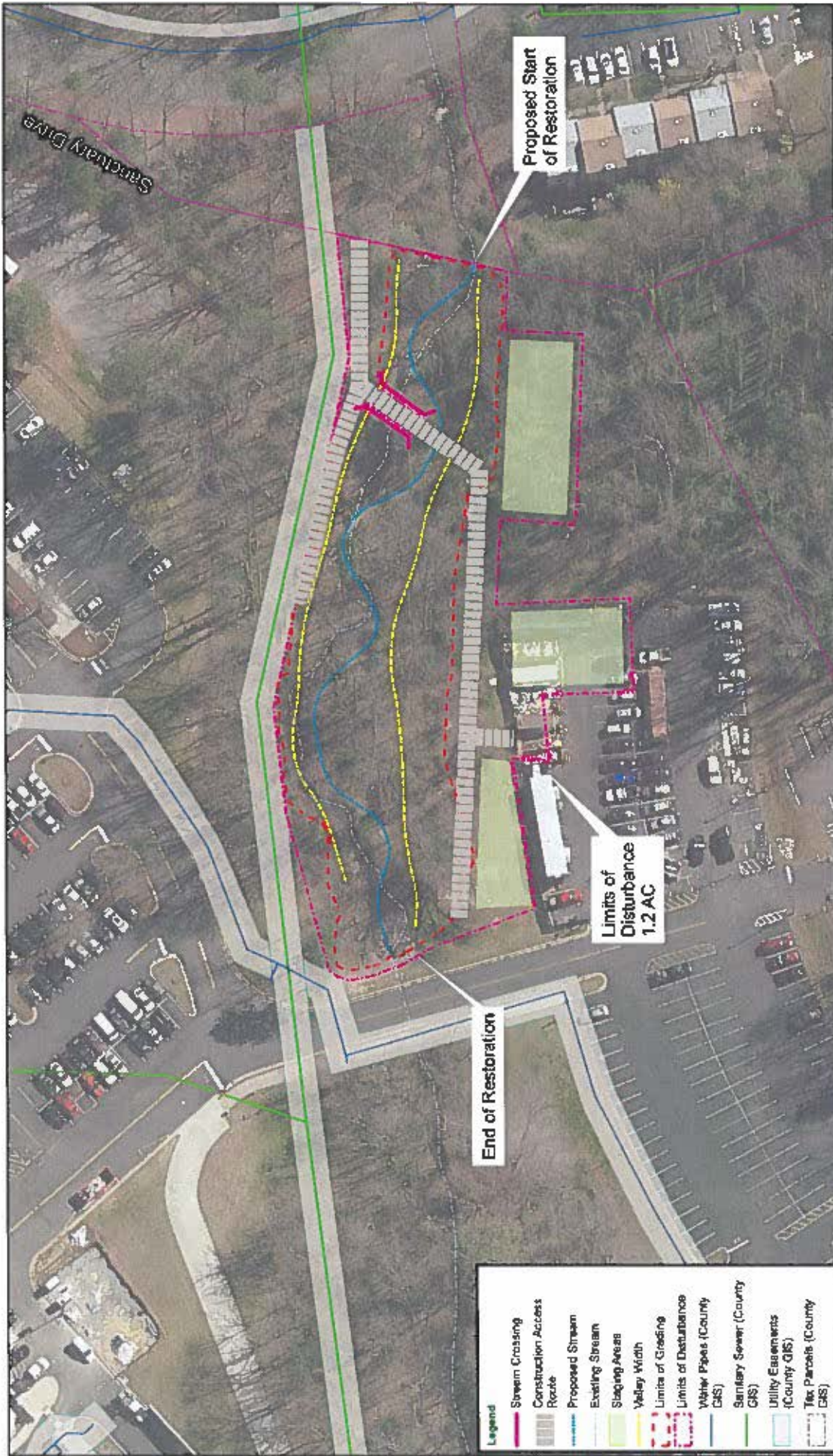
**J. SARGEANT REYNOLDS COMMUNITY COLLEGE  
UT TO NORTH RUN STREAM RESTORATION  
CONCEPTUAL GRADING LIMITS**



**TIMMONS GROUP**  
OUR VISION. YOURS. UNDISCOVERED.

WWW.TIMMONS.COM

0 85 170 Feet



**J. SARGEANT REYNOLDS COMMUNITY COLLEGE  
UT TO NORTH RUN STREAM RESTORATION  
CONCEPTUAL SITE LIMITS**



Exhibit B to MOU

Proposed Form of Deed of Easement

Easement – Benefits Others  
GPIN 779-756-2504  
VCCS Project Code NP 283-019  
BRES Tract S-000333

This Deed of Easement was prepared by:  
Thomas S. Cantone, Senior Assistant Attorney General  
Virginia Community College System  
300 Arboretum Place  
Richmond VA 23236

This Deed is exempt from recordation taxes and fees pursuant to §§ 58.1-811.C.4.; 17.1-266; and 17.1-279 E of the Code of Virginia (1950) as amended and the Constitution of Virginia, Article X, Section 6 (a) (1).

**DEED OF EASEMENT**

This DEED OF EASEMENT is dated the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COMMONWEALTH OF VIRGINIA, J. SARGEANT REYNOLDS COMMUNITY COLLEGE, ON BEHALF OF THE STATE BOARD FOR COMMUNITY COLLEGES, hereinafter called “Grantor,” and COUNTY OF HENRICO, VIRGINIA, hereinafter called “Grantee,” whose address is 4301 E. Parham Rd., Henrico VA 23228.

WITNESSETH

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Sections 2.2-1150, 2.2-1151, and 23.1-1002 of the Code of Virginia (1950), as amended, Grantor grants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right-of-way, variable feet in width, to lay, erect, construct, operate, maintain and repair a stream restoration project (the “Project”) and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called “Facilities,” for the purpose of stream restoration, over, under, upon and across the lands of Grantor situated in the County of Henrico, Virginia, said right-of-way being shown on a plat dated \_\_\_\_\_, entitled “\_\_\_\_\_,” prepared by Timmons Group, which plat is attached hereto as Exhibit A and made a part of this Deed of Easement; being part of that same real estate acquired by Grantor by deed dated February 8, 1972, recorded in the Clerk’s Office, Circuit Court of Henrico County, Virginia in Deed Book 1598 Page 768.

This easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

- A. The real property shall remain at all times the Grantor’s regardless of any stream restoration work. Grantee shall be required to inspect, perpetually maintain, and, as needed, to rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of stream restoration work within the boundaries of said right-

of-way. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations. With respect to all such work hereunder, prior to commencing work in the easement area, Grantee shall use commercially reasonable efforts to notify the Grantor that such work will be commencing.

- B. Upon completion of any activity by Grantee upon the right-of-way, Grantee shall replace equipment and facilities of Grantor, remove trash and debris, and remove any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance, or operation of said Facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and Facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's property and adjacent properties.
- C. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on, under or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said Facilities. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of Grantor and disposed by Grantee.
- D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor as may be necessary to exercise Grantee's rights herein. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor immediately of any such injury and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury results in an on-going hazardous condition or a material loss of use of Grantor's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's property) then Grantee shall immediately remedy the hazardous condition or material loss of use.
- E. Grantor, its successors and assigns, may use said right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of the Facilities or the Project and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said facilities and to which Grantor is subject. Due to the purpose of the Project, Grantor shall not mow, cut, or maintain the easement area, nor alter the Facilities or Project in any way, without coordination with and mutual approval of both the Grantee and the Grantor.
- F. Grantee covenants and agrees to indemnify, defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the full extent authorized by Virginia law resulting from the installation, operation, maintenance, replacement, repair, removal or use of any of Grantee's Facilities or the connection to other utility

facilities on or adjacent to said easement, or in any way arising out of Grantee's exercise of any rights herein granted.

- G. If Grantee at any time discontinues use or maintenance of all or any portion of the easement herein conveyed, all of Grantee's rights and interest in said easement or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns, and on written request by Grantor, Grantee shall quitclaim and release same.

[The remainder of the page is left blank. Signature pages follow.]

WITNESS the following signatures and seals.

Grantor: COMMONWEALTH OF VIRGINIA,  
J. SARGEANT REYNOLDS COMMUNITY COLLEGE  
ON BEHALF OF THE STATE BOARD FOR  
COMMUNITY COLLEGES

By: \_\_\_\_\_  
Robert B. Jones, Associate Vice Chancellor  
for Facilities Management Services, VCCS  
Chancellor's designee

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2022, by Robert B. Jones acting in his capacity as Chancellor's designee, VCCS Associate  
Vice Chancellor for Facilities Management Services.

My commission expires: \_\_\_\_\_  
My registration number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Grantee:

HENRICO COUNTY, VIRGINIA

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

COMMONWEALTH of VIRGINIA

CITY / COUNTY \_\_\_\_\_, to-wit:

The foregoing Deed of Easement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the County.

My commission expires: \_\_\_\_\_

My registration number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

(Plat)

Exhibit C to MOU

Proposed Form of Right of Entry

[Date]

John Newton  
Capital Project Manager  
Henrico County Department of Public Works  
Engineering and Environmental Services Division  
4301 E. Parham Rd.  
Henrico VA 23228

By electronic mail to [john.newton@henrico.us](mailto:john.newton@henrico.us)

RE: J. Sargeant Reynolds Community College  
Parham Road Campus  
Stream Restoration Project  
Project Code: NP 283-019  
Right of Way # \_\_\_\_\_  
Henrico County GPIN 779-756-2504

Dear Mr. Newton:

Permission is hereby granted by the Virginia Community College System, for itself, the State Board for Community Colleges and J. Sargeant Reynolds Community College (collectively, "VCCS") to Henrico County, Virginia ("County"), and its agents, contractors, and subcontractors, to coordinate with and notify the VCCS and enter upon those portions of land of the Commonwealth of Virginia located at 1651 E. Parham Road, in Henrico County, Virginia, as more particularly described as and shown on the attached Exhibit A (the "VCCS Property"), to proceed with the Stream Restoration Project (the "Project") to be located on the VCCS Property (see Description of Project attached as Exhibit B).

In granting this permission, it is our understanding that the work described above shall be performed at no cost to the VCCS or J. Sargeant Reynolds Community College. To the extent that there are costs for document preparation and review by the County, its employees or contractors, including, for instance, costs borne by outside consultants, contractors and counsel, those costs shall be borne by the County. We further understand that VCCS and the County contemplate that the Project will ultimately involve a recorded deed of easement granting the County certain rights to the VCCS Property and requiring the County to perpetually maintain the Project.

This grant is made only to the extent reasonably necessary for the County to enter the VCCS Property and adjacent sites for purposes of planning, design, construction, development, and maintenance of the Project.

Specifically, it is understood and agreed that this permission is granted subject to the following conditions:

1. This Right of Entry is granted solely to plan, design, construct, develop, and maintain the Project. The permission granted hereunder is granted only to the extent reasonably necessary for the County, and / or its agents, contractors, and subcontractors to perform the Project work, as described in Exhibit B. The County shall coordinate work and entry onto the VCCS Property with Amelia Bradshaw at J. Sargeant Reynolds Community College (tel. no. (804)-523-5132/5834) or her successor or designee, and will advise her in advance of the schedule for the Project. Physical access, if otherwise not available, shall be provided by VCCS or J. Sargeant Reynolds Community College employees, who may remain present during all work performed hereunder. In addition, the County agrees to repair any and all damage to the VCCS Property, including structures, roads, sidewalks, fences, and other improvements, which damage was caused by the work performed pursuant to this letter, and after completion of the work, the County shall return the VCCS Property to substantially the same condition that it was in prior to such work.
2. The permission granted by this Right of Entry shall be temporary in nature and shall terminate upon the earlier of: i) the completion of the Project; ii) the recordation of a Deed of Easement consummating the proposed formal permanent easement between the VCCS and the County; or (iii) the Contract Completion Date for the Project. The Right of Entry granted hereunder shall extend to the County and its agents, employees and contractors, but only to the extent reasonably necessary to carry out the Project. Acquisition of any permits required by the County, the Commonwealth of Virginia or any other entity shall be the responsibility of the County.
3. The County agrees, to the extent permitted by law, to indemnify, protect and hold harmless the VCCS, its employees and officers, successors and assigns from and against any and all costs, liability, suits, expenses, claims, demands and actions in respect to such loss, injury or damages caused by or growing out of this letter, saving and excepting such costs, liability, suits, expenses, claims, demands and/or actions as were caused by the gross negligence or willful misconduct of the VCCS.
4. In connection with the Right of Entry granted by this letter, the County has and shall cause its contractors to keep in force at its own expense, as long as this Right of Entry remains in effect, a broad form liability insurance policy in the amount of One Million Dollars (\$1,000,000) per occurrence, protecting the Virginia Community College System, the Commonwealth of Virginia, State Board for Community Colleges, and J. Sargeant Reynolds Community College against all claims for damage to person or property or loss of life or property occurring on or about the VCCS Property. The County shall furnish the VCCS with insurance certificates of such contractor's insurance policy and the County's insurance policy at least fifteen (15) days prior to beginning work on VCCS Property.

The VCCS reserves the right to terminate this Right of Entry upon ten (10) days' prior written notice to the County if the County is unwilling or unable within a reasonable period of time to cure any breach of the terms set forth in this letter to the satisfaction of the VCCS.

Please sign in the space below to acknowledge acceptance of the terms of this letter, and return a countersigned original to me.

Sincerely yours,

VIRGINIA COMMUNITY COLLEGE SYSTEM

\_\_\_\_\_  
Robert B. Jones, RA, CBO, VCCO  
Associate Vice Chancellor  
Facilities Management Services

Agreed to and acknowledged this \_\_\_ day of \_\_\_\_\_, 2022

COUNTY:

Henrico County, Virginia

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

copy: Amelia M. Bradshaw - Vice President, JSRCC  
Monica Melville - VCCS  
Thomas Cantone - OAG

EXHIBIT A

Location of Proposed Installation  
(two pages)

## EXHIBIT B

### Description of Project

The work includes clearing, grubbing, excavating, installing stream structures, seeding, and planting.

**Appendix E: DEQ Nutrient Credit Acquisition Form**

# MS4 Nutrient Credit Acquisition Form

Pursuant to Code of Virginia sections § 62.1-44.19:21.A and Part II.A.10 of the General VPDES Permit for Discharges of Stormwater from Small Municipal Separate Storm Sewer Systems, the below named Permittees hereby certify that credits have been transferred between their two facilities as outlined below in full or partial satisfaction of compliance obligations:

Facility generating credits: Hidden River Farm, LLC VAN \_\_\_\_\_  
Facility Name Registration No.

Facility acquiring credits: J. Sargeant Reynolds Community College VAR 040107  
Facility Name Registration No.

## Credits Transferred

Compliance Year: 2023  
Delivered Total Nitrogen Credits : 77.91 lbs  
Delivered Total Phosphorus Credits : 6.29 lbs

I certify under penalty of law that this notification and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations.

Facility generating credits:  
Principal Executive Officer or Authorized Agent:

Robert Marcellus

Typed or Printed Name

[Signature]

Signature

804 370 2299

Area Code/Phone Number

1/18/24

Date

Facility acquiring credits:  
Principal Executive Officer or Authorized Agent:

Matthew E. Thompson, Jr.

Type or Printed Name

Signature

804.523.5795

Area Code/Phone Number

1/5/2024

Date