

**MOTION:**

**March 2, 2021  
Regular Meeting  
Res No. 21-**

**SECOND:**

**RE:               ENDORSE THE PRINCE WILLIAM COUNTY SERVICE AUTHORITY'S ISSUANCE OF A  
PERMANENT PUMP AND HAUL PERMIT TO BRISTOW MANOR LIMITED  
PARTNERSHIP FOR 11507 VALLEY VIEW DRIVE, BRISTOW, VIRGINIA -  
BRENTSVILLE MAGISTERIAL DISTRICT**

**ACTION:**

**WHEREAS**, as provided in Special Use Permit (SUP) #94-0005, adopted by the Prince William Board of County Supervisors (BOCS) by Ordinance Number (Ord No.) 94-2 dated February 1, 1994, Bristow Manor Limited Partnership (Bristow Manor, LP) as the owner/operator of the Bristow Manor Golf Course located at 11507 Valley View Drive, Bristow Virginia, was permitted to operate a spray irrigation system to treat the sewage for the golf course and for all residential units lawfully authorized to be constructed; and

**WHEREAS**, under the terms of the SUP, the golf course owner/operator is financially responsible for the continued operation and maintenance of the sewer treatment system as long as the golf course is operational; and

**WHEREAS**, the completed development is known as Bristow Manor Estates. It consists of twenty-two (22) residential lots improved with homes and one (1) lot improved with the golf course club house (Manor House). The other golf course improvements are constructed on easements on the twenty-three (23) lots. Bristow Manor Estates has a functioning Homeowner's Association (HOA) consisting of the lot owners in the development, and the SUP provides that should the golf course cease to operate, the financial responsibility for the continued operation and maintenance of the sewage treatment system shall be automatically assumed by the owners of the residential dwellings. Bristow Manor Estates is located in the County's designated Rural Area; and

**WHEREAS**, the determination of the equitable costs for the system is a private matter between Bristow Manor, LP and the HOA. Under the terms of the SUP, in no event shall the County be responsible for the costs of providing sewage treatment to the site; and

**WHEREAS**, after many years of usage, the spray irrigation system failed to meet permit standards required by the Virginia Department of Environmental Quality (DEQ). As a result, DEQ issued a Consent Order requiring the system to be closed; and

**WHEREAS**, County staff has worked with Bristow Manor, LP as the owner of the sewage treatment system, and the residential homeowners through the HOA to identify several alternatives to treat the sewage, which will take time and money; and

**March 2, 2021**  
**Regular Meeting**  
**Res. No. 21-**  
**Page Two**

**WHEREAS**, the Virginia Department of Health regulations provide that permanent pump and haul permits be issued to local government entities as a single general permit; and

**WHEREAS**, on March 8, 1999, the Prince William Service Authority (Service Authority) executed a permanent pump and haul agreement with the State Health Commissioner to be the government entity that holds a general permit for permanent pump and haul services performed in Prince William County. The Service Authority has been administering the program since that date as the local government entity; and

**WHEREAS**, Bristow Manor, LP as the property owner of the golf course, applied for and was granted a Temporary Pump and Haul Permit from the Virginia Department of Health (VDH), effective as of May 15, 2020. The temporary permit expires on March 15, 2021. Bristow Manor, LP is currently coordinating with VDH to have the temporary permit extended to May 15, 2021, which is the last extension date because pursuant to State regulations, a temporary pump and haul permit is not authorized beyond one year from the effective date of the permit; and

**WHEREAS**, because the temporary permit may not be extended past May 15, 2021, Bristow Manor, LP has an immediate need to obtain a permanent pump and haul permit to address a failing alternative sewage treatment system, and it appears a pump and haul service is the only practical method for sewage removal for Bristow Manor Estate at this time; and

**WHEREAS**, the Service Authority Board, to ensure the issuance of a pump and haul permit does not conflict with any County regulations, has adopted a policy requiring the BOCS endorsement of a permit application before it will act on the application; and

**WHEREAS**, Bristow Manor, LP has requested the BOCS to endorse its application to the Service Authority for the issuance of a permanent pump and haul permit; and

**WHEREAS**, the BOCS believes the issuance of a permanent pump and haul permit is warranted and appropriate at this time to protect the safety, health, and welfare of the residents of the community because of the environmental impacts associated with a failing sewage treatment system. The issuance of a permanent pump and haul permit does not conflict with the County's land use regulations; and

**WHEREAS**, under the Service Authority's policies and procedures for administering permanent pump and haul permits, the Service Authority and the property owner will execute a Pump and Haul Agreement. The term of the Agreement is for one year from the date of execution and is renewable for additional one-year terms. A five-year time period has been identified as a reasonable period of time to allow Bristow Manor, LP and the HOA to identify and execute a long-term solution for managing their sewage that will replace the pump and haul service;

**March 2, 2021**  
**Regular Meeting**  
**Res. No. 21-**  
**Page Three**

**NOW, THEREFORE, BE IT RESOLVED** that the Prince William Board of County Supervisors hereby endorses the Prince William County Service Authority's issuance of a permanent pump and haul permit to Bristow Manor Limited Partnership for 11507 Valley View Drive, Bristow, Virginia, for a period of up to five years;

**BE IT FURTHER RESOLVED** the Prince William Board of County Supervisors authorizes the County Executive to administratively endorse, if required, the Service Authority's annual permit renewal documents, approved as to form by the County Attorney's Office, for a period of up to five years.

**Votes:**

**Ayes:**

**Nays:**

**Absent from Vote:**

**Absent from Meeting:**

**For Information:**

County Attorney

Director of Development Services

**ATTEST:** \_\_\_\_\_  
**Clerk to the Board**



# STAFF REPORT

<b>Board Meeting Date:</b>	March 2, 2021
<b>Agenda Title:</b>	Endorse the Prince William County Service Authority’s Issuance of a Permanent Pump and Haul Permit to Bristow Manor Limited Partnership For 11507 Valley View Drive, Bristow, Virginia
<b>District Impact:</b>	Brentsville Magisterial District
<b>Requested Action:</b>	Approve the endorsement request to allow the Service Authority to add Bristow Manor Limited Partnership to its permanent pump and haul permit with the State Health Department.
<b>Department / Agency Lead:</b>	Department of Development Services
<b>Staff Lead:</b>	Wade Hugh, Director

## EXECUTIVE SUMMARY

The Prince William Board of County Supervisors (BOCS) approved a Special Use Permit (SUP) #91-0014 on August 6, 1991, to permit the construction of a golf course with up to twenty-three (23) single family homes. The SUP referenced a spray irrigation sewage treatment system that would be installed to handle sewage treatment for the golf course and the single-family homes. The conditions of SUP #91-0014 relating to the sewage disposal system were modified by the BOCS’ adoption of Ordinance Number (Ord. No.) 94-2 on February 1, 1994, that approved SUP #94-0005 (attached).

As provided in SUP #94-0005, Bristow Manor Limited Partnership (Bristow Manor, LP) as the owner/operator of the golf course, was permitted to operate a spray irrigation system to treat the sewage for the golf course and for all residential units lawfully authorized to be constructed. The completed development is known as Bristow Manor Estates. It consists of twenty-two (22) residential lots and one (1) lot improved with the golf course club house (Manor House). The other golf course improvements are constructed on easements on the twenty-three (23) lots. Bristow Manor Estates is located in the County’s designated Rural Area.

After many years of usage, the spray irrigation system has failed and Virginia’s Department of Environmental Quality (DEQ) informed Bristow Manor, LP they can no longer use the spray irrigation system, due to environmental concerns. Bristow Manor, LP and the residents, through the Homeowners Association, have discussed various alternative sewage systems, including financing, maintenance, and monthly usage fees. To date, the parties have not agreed upon the terms for an alternative sewage system and have been unable to resolve this private matter. Bristow Manor, LP as the owner of the golf course, manor house and alternative sewage treatment system, applied for and was granted a Temporary Pump and Haul Permit from the Virginia Department of Health (VDH). The Permit is valid through March 15, 2021; however, Bristow Manor, LP is working with VDH to have the Temporary Permit extended through May 15, 2021. In order to allow residents to remain in their homes and the golf course to

continue operating past the expiration date of the temporary permit, a Permanent Pump and Haul Permit is required. If no other system is in place by May 15, 2021, the Temporary Pump and Haul Permit will expire leaving the community without a permitted sewage treatment system. As such, the homes will be determined to be uninhabitable.

If Bristow Manor, LP as the owner of the failing private sewage treatment system, wants to continue its pump and haul operation on a permanent basis, it will need to apply to the Prince William County Service Authority (Service Authority) who is the general permit holder for permanent pump and haul sewage removal. As part of the Service Authority's adopted policy for conducting and supervising permanent pump and haul service in the County, the Service Authority will not act on an application unless the BOCS endorses the application.

By letter dated February 11, 2021, Bristow Manor, LP has requested the BOCS to endorse its application to the Service Authority for a permanent pump and haul permit. A copy of the letter from Bristow Manor, LP is attached.

## **BACKGROUND**

---

The BOCS approved SUP #91-0014 on August 6, 1991, to permit the construction of a golf course with up to twenty-three (23) single family homes. The SUP referenced a spray irrigation sewage treatment system that would be installed to handle sewage treatment for the golf course and the single-family homes.

The BOCS approved an SUP on February 1, 1994, to revise the conditions of SUP #91-0014 related to the sewage disposal system. The relevant SUP Conditions (4 and 5) are as follows:

4. As long as the golf course is operational, the golf course owner/operator shall be financially responsible for the continued operation and maintenance of the sewage treatment system. In the event the golf course should cease to operate for any reason, or the applicant shall fail to comply with the provisions of this permit with regard to the operation thereof, the system shall also cease operation, and a report thereof shall be made to the Zoning Administrator. In the event that any residential units should thereafter be lawfully constructed, which access the sewage treatment system provided herein, then in the event the course should cease to operate the system for any reason, financial responsibility for continued operation and maintenance of the sewage treatment system shall be automatically assumed by the owners of these dwelling units. Contracts to purchase residential lots shall clearly disclose that the homeowners must assume such responsibility. All HOA documents shall clearly state that the homeowners will assume these responsibilities should the need arise, and provisions shall be made in those documents for raising and securing the funding necessary to their performance.

5. In the event that officials of the Virginia State Water Control Board and the Virginia Department of Health should ever notify the Applicant that the sewage treatment system has irreparably failed for any reason, the Applicant shall expeditiously connect the golf course and/or any residential units to public sewer; provided, however, that an adequate public sewer line has previously been extended to the industrially-planned property or properties adjacent to the intersection of Bristow Road and Valley View Drive, and necessary easements may be reasonably acquired. Should such line not be available, the Applicant shall develop a mutually satisfactory

plan for the treatment of wastewater from the site with the aforesaid state agencies. In no event shall the County be responsible for the costs of providing sewage treatment to the site.

The spray irrigation system is permitted through the Virginia Department of Environmental Quality (DEQ). Due to the fact the system was not meeting DEQ permit standards based on high levels of fecal coliform identified in the area being sprayed, DEQ issued a Consent Order requiring the system to be closed. Bristow Manor, LP met with DEQ on December 16, 2019, to discuss the owner's efforts to address the failing sewage treatment system. The meeting ended with the owner stating he was going to send the owners of the twenty-two (22) residential lots a letter informing them the system is going to a pump and haul operation, and the residents will be responsible for paying their share of the bill.

The County worked with Bristow Manor Limited Partnership (Bristow Manor, LP), owner of the golf course and sewage treatment system, and the residential homeowners through the Bristow Manor Estates Homeowners Association (HOA) to identify several alternatives to treat the sewage. The estimated costs associated with these alternatives range from \$818,000 to well over \$5,000,000.

In April 2020, Bristow Manor, LP informed DEQ they were planning to pursue a long-term pump and haul operation. A meeting was held with the County, DEQ, Health Department, and the Prince William Service Authority (Service Authority) to discuss the steps involved with pursuing a long-term pump and haul operation. The first step required Bristow Manor, LP to obtain a Temporary Pump and Haul Permit from the Virginia Department of Health.

By letter dated April 27, 2020 (attached), a copy of which was provided to Chair Ann Wheeler, Supervisor Jeanine Lawson, County staff, the PWC Health District, and the State Health Department, the Board President for the HOA informed Bristow Manor, LP that the HOA does not consider permanent pump and haul a viable long-term solution and plans to take all necessary steps to oppose it. County staff does not know if this is the HOA's current position on the permanent pump and haul permit.

Bristow Manor, LP as the owner of the golf course and manor house, applied for and was granted a Temporary Pump and Haul Permit from the Virginia Department of Health (VDH) effective as of May 15, 2020. The Permit is valid through March 15, 2021; however, Bristow Manor, LP is working with VDH to have the Temporary Permit extended through May 15, 2021. If approved, the Temporary Pump and Haul permit cannot be extended beyond the one-year period ending on May 15, 2021, because under state regulations, pumping and hauling for over one year is considered a permanent pumping and hauling operation, and a permanent operation is prohibited unless conducted and supervised by a governmental entity.

Bristow Manor, LP and the residents, through the Homeowners Association, have discussed various alternative sewage systems, including financing, maintenance, and monthly usage fees. To date, the parties have not agreed upon the terms for an alternative sewage system and have been unable to resolve this private matter. Bristow Manor, LP has not moved forward with pursuing any of the alternative sewage treatment solutions. The only viable alternative for sewage removal that can be implemented for Bristow Manor Estates in the short-term is a pumping and hauling service. To allow residents to remain in their homes and the golf course to continue operating, a Permanent Pump and Haul Permit is required. If the temporary permit is not converted to a Permanent Pump and Haul Permit by May 15, 2021, the community will be left without a permitted sewage treatment system. As a result, the houses will be uninhabitable.

Provisions of the Virginia Administrative Code require permanent pump and haul sewage removal to be conducted under the auspices and supervision of a government entity. The government entity is required under the State regulations to enter into a contract with the Virginia Department of Health (VHD) setting forth that it will provide pump and haul services, either directly or through a private contractor holding a sewage handling permit, to the home(s), commercial establishment(s) or occupied structure(s) for the period the occupied structure is utilized or until connection can be made to an approved sewerage facility. The Service Authority is the government entity that entered into a contract with VHD to be the permit holder for Prince William County. If Bristow Manor, LP, as the owner of the failing private sewage treatment system, wants to continue its pump and haul operation on a permanent basis, it will need to apply to the Service Authority and the local Health Department for the required permit. As part of the Service Authority's adopted policy for conducting and supervising permanent pump and haul service in the County, the Service Authority will not act on an application unless the BOCS endorses the application.

Under the Service Authority's policies and procedures for administering permanent pump and haul permits, the Service Authority and the property owner will execute a Pump and Haul Agreement. The term of the Agreement is for one year from the date of execution and is renewable for additional one-year terms. To address the concerns of the HOA that permanent pump and haul is not a viable long-term solution and give Bristow Manor, LP and the HOA ample time to identify and execute a long-term solution to replace a pump and haul service, Staff, in consultation with the Service Authority, has suggested the permanent pump and haul permit, with its renewable one-year terms, not exceed five years. The Service Authority is in discussions with the parties about posting a bond for the Permanent Pump and Haul Permit. This is a private matter between the parties, and the County is not involved with the issues regarding the bond.

At this time, Bristow Manor, LP and the homeowners through the HOA have not agreed upon the costs attributable for the usage of the system. If the Service Authority grants the application for the Permanent Pump and Haul Permit to Bristow Manor, LP as the system owner, Bristow Manor, LP will be responsible for the system under the permit. Under the terms of the SUP, Bristow Manor, LP is also financially responsible for the continued operation and maintenance of the sewage treatment system, as long as the golf course is operational.

## **RECOMMENDATION**

---

The attached proposed resolution contains the BOCS's endorsement for a permanent Pump and Haul Permit for a period of up to five years. The resolution authorizes the County Executive to administratively endorse, if required, the annual permit renewal for a period not to exceed five years. The five-year time period was identified as a reasonable time period for Bristow Manor, LP and the HOA to identify a long-term solution to replace pump and haul for managing their sewage. Bristow Manor, LP as the owner/operator of the golf course, has requested the BOCS to endorse its application to the Service Authority for permanent pump and haul. Given Bristow Manor, LP and the HOA have no other viable option for sewage removal when the temporary pump and haul permit expires, Staff recommends the BOCS endorse Bristow Manor, LP's application to the Service Authority for a permanent pump and haul permit to be issued annually for a period not to exceed five years.

### **Service Level / Policy Impact**

The recommended action will not have any impact on current service levels.

### **Fiscal Impact**

The recommended action will not have any funding impacts.

### **Legal Impact**

Section 12 VAC5-610-599.2 of the Virginia Administrative Code permits sewage removal through a pump and haul service on a temporary basis. Section 12 VAC5-610-599 of the Virginia Administrative Code provides that pumping and hauling for over one year shall be considered as a permanent pumping and hauling operation, which is prohibited unless it is done under the auspices and supervision of a governmental entity that has entered into a contract with the Commissioner of the Virginia Department of Health pursuant to Section 12 VAC5-610-599.3 to hold a general permit to provide the permanent sewage pump and haul services. The Prince William County Service Authority is the general permit holder for Prince William County. As the permit holder, the Service Authority is authorized to add or remove individual facilities to/from its general permit.

While not legally required, the Service Authority Board has adopted a policy that it will not approve an application for permanent pump and haul services unless the BOCS endorses the issuance of the requested permanent pump and haul permit. The applicant is responsible to request the BOCS for an endorsement of its permanent pump and haul application to the Service Authority. Under Service Authority policy, a permanent pump and haul permit is renewable on an annual basis.

As Board action is not legally required, a public hearing is not legally required before the BOCS acts on a request for an endorsement.

### **STAFF CONTACT INFORMATION**

---

Wade Hugh | (703) 792-7346  
whugh@pwcgov.org

### **ATTACHMENTS**

---

- Letter of February 11, 2021, from Bristow Manor Golf Club, Requesting Board Endorsement
- Ordinance No. 94-2: Special Use Permit #94-0005, Bristow Manor Limited Partnership
- Letter of April 27, 2020 (with attachments) from Bristow Manor Estates Owners Association, Inc.





Christopher E Martino  
County Executive  
1 County Complex  
Prince William, VA 20109

February 11, 2021

Dear Mr. Martino:

As you are aware, Bristow Manor is comprised of a public Golf Course owned and operated by Bristow Manor Limited Partnership (the "LP") and 22 private residences governed by the Bristow Manor Estates Owners Association, Inc. (the "HOA"). Both the Golf Course and the Homes are served by one Packaged Waste Water Treatment System (the "System"), which is tied into the irrigation system for the Golf Course. The HOA and the System are addressed in and governed by the Bristow Manor HOA Documents (the "Documents") recorded in the Land Records of Prince William County.

At present, the System is operating under a Temporary Pump & Haul Operation Permit (the "Permit") effective May 15, 2020 that has been extended beyond its initial expiration date of November 15, 2020. The Permit is currently scheduled to expire on May 15, 2021. The pump and haul services for the System are being provided by Advantage Septic System/SES Mid Atlantic LLC (collectively, "Advantage"). Mike Lynn is our contact person at Atlantic.

Based on our interaction with Mike Lynn and review of October 16, 2020 and January 29, 2021 emails from Bernadette Peele, Deputy County Attorney for Prince William County, it is our understanding that we need to request approval for converting the Permit to a Permanent Pump and Haul Permit while the LP and the HOA comprehensively assess replacement/upgrade options for the System. It is our further understanding that the conversion approval process involves the Prince William County Service Authority (the "Authority") and the Prince William County Board of County Supervisors (the "Board"). The Board is currently scheduled to meet next at a public meeting on March 2, 2021 (the "Meeting").

This letter, therefore, serves as our request for the Board to consider and endorse at the Meeting the conversion of the Permit from a Temporary Permit to a Permanent Permit.

Regards,

Grant Friend  
Business Agent

**MOTION: BECKER**

**February 1, 1994  
Regular Meeting  
Ord. No. 94-2**

**SECOND: CADDIGAN**

**SUBJECT: SPECIAL USE PERMIT #94-0005, BRISTOW MANOR LIMITED  
PARTNERSHIP**

John H. Foote  
Hazel & Thomas  
9324 West Street  
Manassas, Virginia 22110

**WHEREAS**, this is an application for a special use permit to modify the conditions of SUP #91-0014, relating to the sewage disposal system, located on the east and west sides of Valley View Drive, approximately 3/10 mile south of Bristow Road. The site is designated Agricultural/Estate and Environmental Resource-Flood Plain in the 1990 Comprehensive Plan and is located in the Brentsville Magisterial District; and,

**WHEREAS**, Staff has reviewed the subject application and recommends **APPROVAL**, subject to the conditions listed in the staff report dated October 20, 1993; and,

**WHEREAS**, the Planning Commission held a public hearing on this item on November 3, 1993 and recommends **APPROVAL**, subject to the conditions listed in Res. No. 93-091 dated November 3, 1993; and,

**WHEREAS**, a public hearing, duly advertised in a local newspaper for a period of two (2) weeks, was held on February 1, 1994, and interested citizens were heard;

**NOW, THEREFORE, BE IT ORDAINED** that the Prince William Board of County Supervisors does hereby **APPROVE** Special Use Permit #94-0005, Bristow Manor Limited Partnership, subject to the following conditions:

1. The site shall be developed as a 27 hole public golf course and practice areas in general accordance with the Generalized Development Plan prepared by R. C. Fields, Jr. and Associates, dated August 15, 1990, as revised and received in the Planning Office on January 16, 1991. Notwithstanding the aforementioned plan, the following additional requirements shall apply to the use and development of the property and shall be shown on the site plan:
  - a. Resource Protection Areas must be delineated;
  - b. The golf course and practice areas shall be located outside the Resource Protection Areas as shown on the aforesaid GDP;
  - c. A reservation area allowing for a future 63 foot right-of-way for Valley View Drive with no development within that right-of-way;
  - d. Entrance and frontage improvements, including right turn lane and deceleration lane, must be provided to Virginia Department of Transportation standards;
  - e. A maximum of 23 single family dwelling units will be permitted on the property.

(continued)

2. The sewage treatment system serving the golf course shall be operated and maintained by an experienced, reputable company acceptable to Prince William County. The Zoning Administrator after consultation with the appropriate agencies shall review a plan for regular maintenance service for the facility. Records of the operation and maintenance of the sewage treatment system shall be kept on file at the golf course office, and made available to the Zoning Administrator consistent with a schedule agreed upon as part of the review of the maintenance plan.
3. An escrow account shall be established and maintained at the beginning of each of the golf course's fiscal year beginning after completion of construction of the sewage treatment system, with sufficient funds to pay the cost of two years' operation and maintenance of the sewage treatment system and associated facilities and shall include a replacement fund designed to replace or repair the treatment system over a period of twenty years. After the fifth year of such escrow account, the applicant shall escrow sufficient funds for one years' operation, maintenance, and capital replacement costs. This account shall be maintained for as long as the treatment facility is used to provide sewer service to uses on the subject property.
4. As long as the golf course is operational, the golf course owner/operator shall be financially responsible for the continued operation and maintenance of the sewage treatment system. In the event that the golf course should cease to operate for any reason, or the applicant shall fail to comply with the provisions of this permit with regard to the operation thereof, the system shall also cease operation, and a report thereof shall be made to the Zoning Administrator. In the event that any residential units should hereafter be lawfully constructed which access the sewage treatment system provided for herein, then in the event that the course should cease to operate the system for any reason, financial responsibility for the continued operation and maintenance of the sewage treatment system shall be automatically assumed by the owners of those dwelling units. Contracts to purchase residential lots shall clearly disclose that the homeowners must assume such responsibility. All homeowners' association documents shall clearly state that the homeowners will assume these responsibilities should the need arise, and provision shall be made in those documents for raising and securing the funding necessary to their performance. The homeowners shall be advised in writing of the potential cost associated with the operation of the treatment plant. The County Attorney shall review all such documents at the time of final site/subdivision plan review.
5. In the event that officials of the Virginia State Water Control Board and the Virginia Department of Health should ever notify the Applicant that the sewage treatment system has irreparably failed for any reason, then the Applicant shall expeditiously connect the golf course and/or any residential units to public sewer; provided, however, that an adequate public sewer line has previously been extended to the industrially-planned property or properties adjacent to the intersection of Bristow Road and Valley View Drive, and necessary easements may be reasonably acquired. Should such line not be available, the Applicant shall develop a mutually satisfactory plan for the treatment of wastewater from the site with the aforesaid state agencies. In no event shall the County be responsible for the costs of providing sewage treatment to the site.

(continued)

6. The sewage treatment pond shall be constructed with an impermeable lining, and shall be designed and constructed to provide for ninety (90) days' storage capacity and freeboard for a 25 year storm.
7. Appropriate buffers and/or berms shall be provided to preclude the run-off from the sewage treatment system from entering Kettle Run as determined to be necessary by the County during the review of the site plan.
8. The requirements of the Federal Resource Conservation and Recovery Act shall be followed for the disposal of any pesticides used on the subject property subject to that Act.
9. All golf course pesticide applicators shall be certified by the State of Virginia Cooperative Extension Service, for both restricted and non-restricted use pesticides.
10. The application of pesticides, fungicides, and herbicides shall be generally in accord with the schedules identified in the Bristow Manor Golf Course Environmental Impact Statement, which are incorporated herein by reference.
11. Applicant shall comply with the regulations of the Chesapeake Bay Preservation Overlay District, and the Design and Construction Standards Manual, as they apply to the construction, operation and maintenance of the golf course and other permitted use of the property.
12. All golf course lakes receiving irrigation runoff shall be constructed with suitable liners to prevent infiltration of chemicals into the ground water.
13. Applicant shall provide Best Management Practices ("BMP") for the retention of storm water runoff as required in applicable County ordinances. Applicant shall be responsible for the maintenance of all BMP facilities.
14. Applicant shall establish a grading program consistent with the provisions of the soil erosion and sedimentation control ordinance, which shall be approved by Prince William County. The approved erosion and sedimentation control measures shall be implemented prior to commencement of each phase of grading and shall be maintained during the course of construction in such phase as shall be approved by the County.
15. Applicant shall establish and maintain the required buffers for Kettle Run and the surrounding areas which are designated as Resource Protection Areas ("RPA"). The buffers shall be developed and maintained in terms of size and planting materials in accordance with the guidelines and regulations of the Chesapeake Bay Preservation Area Overlay District and the Design and Construction Standards Manual.
16. Applicant shall establish and maintain buffers to the on-site swales and the golf course perimeter. The width of the buffers shall be established at the time of site plan review.

(continued)

17. Prior to the issuance of an occupancy permit for any structure, applicant shall execute an agreement acceptable to the Virginia Department of Transportation ("VDOT") and Prince William County for the maintenance of the proposed tunnel under Valley View Drive as shown on the preliminary site plan. The tunnel shall be designed and constructed to meet VDOT and County standards.
18. Applicant shall pay for the cost of installing and maintaining street lights at all entrances to the golf course. The street lights shall comply with VDOT standards.
19. Applicant shall use his best efforts to protect dead trees for wildlife habitat, except where such trees are a hazard, or detract from the aesthetic value of the golf course.
20. Integrated Pest Management ("IPM") as described in the Bristow Manor Golf Course Environmental Impact Statement shall be incorporated into the overall turfgrass management system in order to manage insects, weeds, and diseases. In particular:
  - a. All pesticides shall be stored in a secured area.
  - b. An inventory of regulated chemicals stored on site shall be established and maintained, and provided to such officials as the Prince William County Planning Director may instruct.
  - c. Prior to the approval of the final site plan, an emergency preparedness plan for accidents involving pesticides shall be approved by the appropriate local authorities.
21. There shall be no on-site fuel storage, other than of fuel necessary for the operation and maintenance of the golf course. Fuel shall be stored in accordance with applicable state and federal regulations.
22. The existing well as shown on the preliminary site plan shall be sealed and abandoned in accordance with the requirements of the Prince William Health District, prior to any grading in the area of the well.
23. Handicapped parking shall be designed and installed in accordance with the Design and Construction Standards Manual.
24. The sewage treatment system will serve only the golf course facility and the twenty-three (23) homes located on the 240 acre parcel that is the subject of this application.
25. The spray effluent field will be planted with rye and bluegrass.
26. There will be at least two hours between the spraying of effluent and the use of the field by golfers.

(continued)

27. Prior to beginning of construction of the golf course, the Applicant shall submit to Prince William County for review and approval an on-site water quality monitoring program to monitor the water quality impacts of the golf course. Said program shall monitor the pre-development surface and ground water conditions and serve as a tool measuring their effectiveness of on-site management techniques for pollution control.
28. Golf course design shall include, where appropriate, methods which facilitate the flow of surface water within the golf course perimeter.
29. The Bristow Manor House will be retained. Proposed buildings that are located near the Manor House shall be of compatible architectural design, building materials, and color.
30. All food service shall be wholly ancillary to the operation of the golf course, and the applicant shall not operate any restaurant on the premises as that term is defined in the Prince William County Zoning Ordinance.
31. Hours of operation of the clubhouse shall be from 6 a.m. to 12 midnight, seven days a week.
32. No more than two reception events shall be permitted per day.
33. The maximum occupancy of the site for purposes of reception events shall not exceed 200 people per reception, excluding staff and golfers.
34. The maximum noise level at a distance of 200 feet from the clubhouse shall not exceed 70 decibels. After 11:00 p.m., the maximum noise level shall not exceed 60 decibels.
35. There shall be no live entertainment except as may be provided in connection with reception events.
36. The applicant shall contribute to the County the sum of One Thousand Two Hundred and Eighty (\$1,280.00) Dollars to mitigate any impact on the public school system, and Five Hundred (\$500.00) Dollars to mitigate any impact on fire and rescue services, for every single family residential dwelling unit constructed on the property. Such contributions shall be made at the time of issuance of a building permit for any such dwelling.
37. One freestanding sign not exceeding 32 square feet in area and not exceeding eight feet in height shall be permitted.
38. Use of the property for residential, golf course, maintenance building, pro shop, club house, or Manor House operations as otherwise permitted under this special use permit, or any of such uses, may commence upon the approval of a site plan therefor, the approval of appropriate building permits, and the issuance of necessary Health Department approvals for permanent or interim means of sewage handling and disposal necessary to any of such uses whichever first occurs. Use of the temporary pump and haul system shall not exceed a maximum period of one (1) year.

(continued)

39. Occupancy permits for residences shall not be issued until a sewage treatment system is approved.
40. In the event that it becomes necessary or desirable to convey ownership of the golf course to others, the Prince William County Park Authority shall have a right of first refusal to purchase the golf course.
41. All monetary contributions set forth herein shall be adjusted to account for inflationary effect beginning eighteen months after the approval of this special use permit by the Board of County Supervisors. The contribution amount will be adjusted by the percentage of change of the Consumer Price Index for all Urban Consumers (CPI-U) published by the United States Department of Labor, as calculated from the beginning of the eighteen months after the zoning special use permit approval by the Board of County Supervisors to the date of payment, or six percent (6%) per year, whichever is less.
42. The applicant shall escrow sufficient funds to assure the proper operation and maintenance of the pump and haul system as required by the Health Department.

**BE IT FURTHER ORDAINED** that the Board of County Supervisors approval and adoption of any conditions does not relieve the applicant and/or subsequent owners from compliance with the provisions of any applicable ordinances, regulations or adopted standards.

**Votes:**

**Ayes:** Barg, Becker, Caddigan, Jenkins, McManus, McQuigg, Seefeldt, Spellane

**Nays:** None

**Absent from Vote:** None

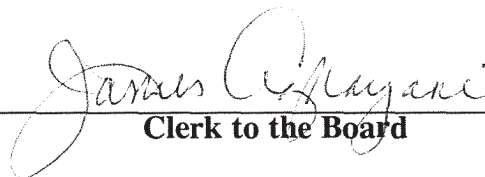
**Absent from Meeting:** None

**For information:**

Planning Director

Applicant

**CERTIFIED COPY**

  
Clerk to the Board

**BRISTOW MANOR ESTATES OWNERS ASSOCIATION, INC.  
P.O. Box 925, Bristow, VA 20136**

**President, HOA, Glen Krueger  
11300 Trenton Court, Bristow, VA 20136**

April 27, 2020

Dr. Myung-Sup Kim and Grant Friend  
Bristow Manor Limited Partnership  
17188 Tattershall Way  
Jeffersonton, VA 22724  
c/o Michael J. Darby, Registered Agent  
7017 Green Oak Drive  
McLean, VA 22101

also  
Bristow Development Corporation  
c/o Dr. Myung-Sup Kim, President and Registered Agent  
44008 Indian Fields, Leesburg, VA 20176

Bristow Manor Limited Partnership and Bristow Development Corporation  
c/o Michael J. Darby  
Principal Office  
11507 Valley View Drive  
Bristow, VA 20136  
cc: Hazel & Thomas, P.C.  
3110 Fairview Park Drive, Suite 1400  
Falls Church, VA 22042  
Attn: Deborah K. Raines, Attorney-at-law  
*Merged with Reed Smith, LLP in 2002*  
7900 Tysons One Place, Suite 500  
McLean, VA 22102

**Re: Correspondence and bills received from BMLP regarding the Sewage  
Treatment Facility for Bristow Manor HOA**

Dear Dr. Kim and Mr. Friend:

This is to acknowledge receipt of your letter of April 8, 2020 to the HOA Board of Directors. The Bristow Manor Limited Partnership's ("BMLP") proposed actions to recover alleged arrearages and to cease sewage service to the Homeowners Association and Lot Owners are inappropriate and irresponsible. They violate the interrelated nature of the golf course and the residences established by this development. The HOA and Homeowners have tried to engage and work with you in a constructive manner to avoid ultimatums by any of us. However, BMLP's actions threaten our economic and physical ability to use our homes.



The proposed permanent pump and haul is not a viable long-term solution.<sup>1</sup> Indeed it is anachronistic. You will recall that the special use permit for the development only permitted the use of pump and haul for 1 year (See SUP 94-2, Condition #38). It will render great uncertainty to the Lot Owners, including outrageous monthly service fees, and dramatically affect the marketability of our homes. The HOA will take all necessary steps to oppose this action, as well as an undocumented increase in fees, that is not consistent with the SUP or the Waste Water Treatment Easement and Operation, Maintenance and Use Agreement (“Agreement”) upon which development of our homes and the golf course is premised.

The premises for BMLP’s proposed billing and proposed use of permanent pump and haul to dispose of homeowner wastewater are not established. Notably, only a vendor printout was attached to your letter. This does not provide valid billing support.

In addition, BMLP has not done the following actions required by the Special Use Permit 94-2 (“SUP”):

- BMLP has not set up the required annual escrow for two (2) years operation and maintenance of the system, Condition #3;
- BMLP has not set up the replacement fund to replace and repair the system over a 20 year period and the required escrow account for operation, maintenance and capital, Condition #3;
- The SUP requires that Homeowners shall be advised in writing of the potential cost associated with operation of the treatment plant, and Homeowners were also not told at the time of settlement on their homes of the provision for raising and securing the funding necessary for their performance, Condition #4.
- The SUP requires that the sewage treatment system be operated and maintained by an experienced, reputable company acceptable to the County, Condition #2. Maintained the system in accordance with State and County laws and, if the system has failed, develop a mutually satisfactory plan for treatment of wastewater with the state agencies, Condition #5;
- If pump and haul is proposed, the BMLP has not escrowed sufficient funds to assure the proper operation and maintenance of the pump and haul system as required by the Health Department, Condition #42.

As you know, the Agreement between BMLP and the HOA gives BMLP easements over the lots in return for BMLP’s

“construction, operation and maintenance of the Waste Water Treatment Facilities for the benefit of all of the Lots and Parcels comprising the Property, for so long as the golf course operates.”

---

<sup>1</sup> We understand that BMLP is even so bold as to try to apply for a temporary pump and haul permit from the Prince William Health District. As both BMLP and the HOA know, BMLP’s failure to take appropriate actions for a number of years and violations of state regulations have substantially caused this situation.

Regrettably, because of the SUP zoning conditions on the property and the easements the homeowners have almost no control over the method or cost of their sewage disposal. The oddly sized home lots, created to allow construction and operation of the golf course and the clubhouse, prevented each home lot from having at the outset its own septic system, where no sewer connection is available.

The violations of the SUP with respect to failure to establish an escrow account or proper operation are also violations of the Agreement. BMLP has never provided the required financial statements for the operation and maintenance of the System. BMLP's proposal to bill based on usage is not mentioned or documented on the Agreement or other executed documents between the Homeowners and BMLP. It is a position which only benefits BMLP. Considering the Partnership's control over the system, Homeowners should not be paying more than the average costs for County sewer service. Yet BMLP proposes billing Homeowners 3 times that amount per month under current conditions, and then increasing the costs to 10 times the average County sewer costs under the new pump and haul option.

HOA representatives have spent many hours of their personal time trying to work with representatives of BMLP, specifically Mr. Friend, as Dr. Kim's agent, to resolve the sewage issues. Neither of you attended the last meeting with County staff to try to develop a mutually-acceptable path forward or agreed to another meeting.

We should note that BMLP has not acknowledged that the HOA and Lot Owners have paid the proportionate real estate taxes for the golf course for the many years that this development has been in existence. The annual taxes paid by the Homeowners and HOA that BMLP avoids on the golf course are \$45,000. The amount that BMLP wants to bill the Homeowners, based on the last disposal invoices is \$44,000 per year. It is ironic that it would cost BMLP more to pay the taxes it should pay than the full operating share of the sewer system for the Homeowners.

Further the HOA has been patient as BMLP has violated State and County health requirements regarding the wastewater treatment system, thereby resulting in violations being charged and large fines being levied by DEQ. We do not even know that the current or other billing is not an attempt to improperly foist these penalties onto the Homeowners.

The HOA will explore unburdening the individual lots from the easements for the golf course and recapturing for the Homeowners use of all of the land in their lots because the SUP conditions and the Agreement terms have not been kept by BMLP.

Because of the enormity of BMLP's proposed unilateral actions and apparent violations of the SUP, we are initially copying this letter with the BMLP letter we received to Prince William County Board of County Supervisor Lawson and Chair Wheeler, Prince William County Public Works, the Zoning Administrator, and the County Attorney, and the Health Department.

BMLP cannot unilaterally determine the cost of sewage service or terminate the current system to the HOA and Lot Owners. The HOA requests that BMLP cease these histrionics and work with the HOA and County to resolve this situation.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen D. King". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

President

Attachments: as stated

cc: Chair Ann Wheeler  
Supervisor Jeanine Lawson  
Public Works Department – Wade Hugh  
Zoning Administrator  
County Attorney – Bernadette Peele  
Prince William County Health District – Joshua Anderson  
Virginia State Health Department  
Sharon E. Pandak, Esq.



4-8-2020

Bristow Manor Home Owner's Association  
C/O BOD  
PO Box 925  
Bristow, Virginia 20136

Re: Pump and Haul

Dear BOD,

The Golf Club recently corresponded with the HOA and the Board of the HOA regarding the continued operation of the above-captioned Facility and the payment of costs relating to the operation of the Facility. A copy of the correspondence, without attachments, is enclosed. Unfortunately, neither the HOA nor the Board responded to the correspondence. This letter also provides you with notice that the \$1,168.00 HOA quarterly payment for the second quarter of 2020 will not be negotiated by the Golf Club and will be returned.

The Golf Club has, therefore, determined to bring appropriate proceedings to recover past arrearages (the "Arrearages") referenced at the end of the correspondence. The Golf Club has also decided to cease operation of the Facility to provide service to the HOA/Lot Owners. This letter provides you with written notice of that determination. It is anticipated that the Facility will cease to provide services to the HOA/Lot Owners by May, 15, 2020 (the "service Termination Date").

While the Facility will continue to operate to provide services to the Golf Club, it will immediately commence a pump and haul process (the "Process") that is comprehensively reviewed in a February 27, 2020 letter from SES to the Golf Club. A copy of the SES letter is also enclosed. While the SES letter addresses involvement of the HOA/Lot Owners with the Golf Club in converting to the Process, the Golf Club has determined to convert to the utilization of the Process with or without the involvement of the HOA / Lot Owners. Service to the HOA/Lot Owners will continue to be provided by use of the Process through the Termination Date. Charges allocated to the HOA/Lot Owners for such continued service through the Termination Date will be added to the Arrearages.

To the extent you desire to continue service beyond the Termination Date, the HOA will have to step forward to designate a representative to work with the Golf Club and SES to implement the Process and provide financial assurances/guarantees that the payment of the cost of the Process allocated to the HOA/Lot Owners based on actual usage will be paid for by the HOA/Lot Owners and not subsidized in any way by the Golf Club. The Arrearages will also have to be paid.

Thank you for your time and attention to this letter and the enclosed correspondence. We look forward to hearing from you.

Regards,

BMLP, LLC  
Greg Skidmore - 301-724-3424  
Grant Friend - 703-368-3558



Soil Science  
Professional Engineering  
Onsite Sewage Systems  
Septic System Maintenance  
Wetlands & Environmental  
Design-Build-Own-Operate

February 27, 2020

Grant Friend, Owners Representative  
Bristow Manor Limited Partnership  
17188 Tattershall Way  
Jeffersonton, VA 22724

RE: Bristow Manor Country Club  
Pump and Haul Process & Costs

Dear Mr. Friend:

Pursuant to your request, this letter lays out the process and costs for converting the existing sewage treatment system and spray irrigation field to permanent pump and haul.

Permanent pump and haul is only allowed in Virginia when controlled by a local government or other municipal agency such as a public service authority. Prince William County has an agreement in place with the county health department and the service authority to manage permanent pump and haul. The health department reviews plans and issues permits for permanent pump and haul, and the actual pump and haul process is controlled by the service authority. The following is an outline of the process, costs and time frames for converting the system to permanent pump and haul. In addition, you asked me to address how the costs for pump and haul could be divided proportionately between the golf course and homes connected to the system. The outline below allows for the flow from the golf course to be metered and then subtracted from the total volume pumped. Gallons from the golf course and the houses could be separated and invoiced proportionately. If the HOA desired to track usage by individual house, each owner or the HOA would need to install a water meter on the well for each house.

Division of Startup Costs.

1. Deposit to PWCSA for pump and haul estimated at 7,500 gallons per day	\$7,500
2. First Year Annual Feeto PWCSA	\$ 150
3. Application Fee	\$ 875
4. Installation of hour meter and cycle counters on Golf Course System	\$ 1,250
5. Preparation of Pump & Haul Plans	\$ 2,500
6. Installation of telemetry system to remotely monitor levels in tanks	\$ 2,750
7. Meetings with County, Service Authority and Health Department (est)	\$ 1,000
a. Total Cost for set up	\$16,025

My recommendation would be that all costs for the initial set up, design, permitting and fees be split equally between the two parties. I would estimate that from a notice to proceed the entire process to the issuance of a permanent pump and haul permit would be 45 – 60 days. However, the system could go on Emergency pump and haul immediately without a permit. The costs for that would be the installation of the meter and cycle counter on the golf course system and telemetry.

#### Routine Pump and Haul Costs

SES currently holds the Prince William County & Prince William County Public Schools contract for pump and haul. The current rate including disposal costs is \$.09 / gallon. In addition, the Service Authority requires a \$1,200 month fee for permanent pump and haul services. Based on an average of 6,500 gallons per day, the monthly cost for pump and haul would be roughly \$19,400 per month. If the usage was split 50 / 50 between the houses and the golf course, the golf course would be responsible for \$9,600 / month and the houses about \$440 / month each. This would allow for about 200 gallons per house per day which is a number close to what the service authority uses for dwelling units. With individual tracking and responsibility for payment based on usage, the monthly usage could drop to 125 – 150 gallons per house.

If you have any questions or need additional information, please feel free to contact us.

Sincerely

SES Mid Atlantic, LLC



S. Michael Lynn  
President



**PROPOSED COLLECTION LETTER**

**BY FIRST-CLASS MAIL TO:**

Glen Krueger  
President, Bristow Manor HOA  
11300 Trenton Court  
Bristow, VA 20136

Board of Directors  
Bristow Manor Estates Owners Association, Inc.  
P.O. Box 925  
Bristow, VA 20136

*Re: Collection of Annual Assessments/Sewer Charges and  
Expenses Relating to Maintenance and Operation of the  
Bristow Waste Water Treatment Facility (the "Facility")*

Dear \_\_\_\_\_ :

At the time of the initial sale of the Lots in Bristow Manor, Lot Owners were provided with certain homeowner documents (the "HOA Documents"), including, but not limited to, the Articles of Incorporation, Declaration and Bylaws of the Bristow Manor Estates Owners Association, Inc. (the "HOA"), a Virginia non-stock corporation. As a result of the purchase of one (1) of the twenty-two (22) single family Lots in Bristow Manor, each purchaser became a Member of the Association with voting rights concerning the governance and operation of the Bristow Manor Community, the development of the HOA Budget and the election of the Board of Directors of the Association (the "Board"). Under the HOA Documents, the Board is responsible for preparing and forwarding to the Lot Owners the Association Budget that includes Assessments for Sewer Charges, the cost of operating and maintaining the Facility and maintaining adequate reserves to the meet the ongoing obligations of the Association. It is the responsibility of the Board to determine Annual Assessment for each Lot for such Common Expenses and pursue the collection of the Common Expenses.

You will find attached hereto a summary of the HOA Documents relating to the billing and collection of Sewer Charges. You will also find attached hereto financial information relating to the increased costs of operating the Facility hereinafter addressed in this letter. In addition, we are attaching a 02/13/18 letter to the HOA and attached invoices that remain unpaid. We request that you review the attached materials and make arrangements for your representative to discuss the materials with us in the near future.

Suffice it to say at this time that the Golf Club has been paying more than its share of the cost of operating the Facility for many years and will not continue to do so. While the HOA has been paying \$1,168.00 per quarter/\$4,672.00 per annum for the Facility (approximately \$18 a month per home) since the commencement of the operation of the Facility, the actual costs of operating the Facility that is supported by the attached materials indicates that the HOA should be paying a minimum of \$10,919.00 per quarter/\$43,676.00 per annum (approximately \$165 a month per home) based on a breakdown of actual load on the Facility of HOA-66%/Golf Club-34%. If this increase is not set forth in the HOA's Budget for 2020 and billed to the Lot Owners, we will be required to commence appropriate proceedings to collect current and past due Sewer Charges, interest, late fees, attorney fees and costs of collection.

As always, thank you for your time and attention to this letter and the attached materials.

Very truly yours,

THE BRISTOW MANOR  
LIMITED PARTNERSHIP

By: \_\_\_\_\_  
\_\_\_\_\_, General Partner

Enclosure: as stated



**Frank Gerwig**

---

**From:** grantfriend1@aol.com  
**Sent:** Tuesday, April 14, 2020 1:31 PM  
**To:** fgerwig\_tsm@atlanticbb.net  
**Subject:** HOA Invoice  
**Attachments:** Q1 HOA Invoice.pdf; Q2 HOA Invoice.pdf

Frank,

Attached are the invoices from Q 1 and 2 that were sent to the HOA.

Per Greg please print and return them with the check and this email letting them know the amount sent is insufficient and not the total amount owed. They can resubmit the total owed within 30-days or start to accumulate late fees.

Grant

**Bristow Manor Limited Partnership**  
11507 Valley View Dr  
Bristow, VA 20138-1501

# Invoice

Invoice #: 1  
Invoice Date: 2/7/2020  
Due Date: 2/7/2020  
Project:  
P.O. Number:

**Bill To:**  
Bristow Manor Estates Owners Association  
P.O. Box 925  
Bristow, VA 20136

Date	Description	Amount
1/1/2020	1st Quarter 2020 Sewer / Bristow Waste Water Treatment Facility Operation and Maintenance	10,919.00
<b>Total</b>		<b>\$10,919.00</b>
<b>Payments/Credits</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$10,919.00</b>

**Bristow Manor Limited Partnership**  
11507 Valley View Dr  
Bristow, VA 20136-1501

# Invoice

**Invoice #:** 2  
**Invoice Date:** 3/1/2020  
**Due Date:** 4/1/2020  
**Project:**  
**P.O. Number:**

**Bill To:**  
Bristow Manor Estates Owners Association  
P.O. Box 925  
Bristow, VA 20136

Date	Description	Amount
4/1/2020	2nd Quarter 2020 Sewer / Bristow Waste Water Treatment Facility Operation and Maintenance	10,919.00
<b>Total</b>		<b>\$10,919.00</b>
<b>Payments/Credits</b>		<b>\$0.00</b>
<b>Balance Due</b>		<b>\$10,919.00</b>