

COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
REGULAR MEETING  
May 10, 2022

The Henrico County Board of Supervisors convened a regular meeting on Tuesday, May 10, 2022, at 7:00 p.m. in the Board Room, Administration Building, Henrico County Government Center, Parham and Hungary Spring Roads, Henrico County, Virginia.

**Members of the Board Present:**

Patricia S. O'Bannon, Chairman, Tuckahoe District  
Frank J. Thornton, Vice-Chairman, Fairfield District  
Daniel J. Schmitt, Brookland District  
Tyrone E. Nelson, Varina District

**Member of the Board Absent:**

Thomas M. Branin, Three Chopt District

**Other Officials Present:**

John A. Vithoulikas, County Manager  
Andrew R. Newby, County Attorney  
Tanya N. Brackett, CMC, Assistant to the County Manager/Clerk to the Board  
W. Brandon Hinton, Deputy County Manager for Administration  
Monica Smith-Callahan, Deputy County Manager for Community Affairs  
Anthony E. McDowell, Deputy County Manager for Public Safety  
Steven J. Yob, Deputy County Manager for Community Operations  
Steven W. Knockemus, Assistant Director of Public Relations

Jeanetta Lee, Chaplain for the Henrico County Police Division, delivered the invocation.

On motion of Mr. Thornton, seconded by Mr. Nelson, the Board approved the minutes of the April 26, 2022, Regular and Special Meetings.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

**MANAGER'S COMMENTS**

Mr. Vithoulikas recognized Tanya Brackett, Clerk to the Board, for a new title she now carries. Ms. Brackett was recently sworn in as the president of the Virginia Municipal Clerks Association (VMCA) and will serve in this capacity over the next year. The VMCA is comprised of nearly 250 municipal clerks who serve in towns, cities, and counties

throughout the Commonwealth. The organization seeks to promote the professional development of municipal clerks, increase efficiency of municipal clerk operations, and educate the public and colleagues regarding the role of the municipal clerk.

In her role as president, Ms. Brackett will oversee meetings and events, including the VMCA's annual conference. She will coordinate the group's participation in conferences conducted by VML and VACo and will have other responsibilities, including recognition of other clerks who have achieved certification and ongoing communication with the organization's members. Mr. Vithoukas stated this is a wonderful opportunity for Ms. Brackett to share her skills as a municipal clerk and a leader. The Manager congratulated Tanya on this accomplishment. Ms. Brackett thanked the Manager and the Board for the recognition and the opportunity to represent the County in her new capacity. She thanked her mother Arnetta Brackett, brother Tyrone L. Brackett, Jr., and sister-in-law Naomi Brackett, who were in attendance for the meeting. She also thanked her daughter Jayda, who was on Webex.

Mr. Vithoukas shared the tragic news that a County employee, Jermorlo Butler, was killed on May 6, 2022. Mr. Butler started as a temporary/seasonal employee in May of 2014 and was hired full-time in 2018. Mr. Vithoukas stated he met with some of the staff members this past week and they shared kind words and memories of Mr. Butler. The Manager requested a moment of silence for a young man that was taken too soon. He sent prayers to his family and friends.

#### **BOARD OF SUPERVISORS' COMMENTS**

Mr. Thornton sent kudos and flowers to the County Manager and his staff, along with the Department of Recreation & Parks, who participated in the Employee participation event held at RF&P Park. He stated it showed the quality and appreciation the County gives employees and their families. Mr. Vithoukas specifically recognized the efforts of Deputy County Manager, Monica Smith-Callahan.

#### **RECOGNITION OF NEWS MEDIA**

There were no members of the news media present.

#### **PRESENTATION**

Mr. Vithoukas announced the first proclamation recognizes May 11 – 17, 2022, as Law Enforcement Officers Week, and observes Friday, May 13 as Law Enforcement Officers Day in Henrico County. The Police Division will hold its annual memorial service and wreath-laying ceremony, and Mrs. O'Bannon will present this proclamation at that time.

Mr. Thornton presented a proclamation recognizing May 15 – 21, 2022, as Emergency Medical Services Week. Accepting the proclamation was Andy Inge, President of the Lakeside Volunteer Rescue Squad. Joining him were Eric Dement, President of the Tuckahoe Volunteer Rescue Squad, Chief Alec Oughton of the Division of Fire, and Chief Eric English of the Police Division.

Mr. Vithoukaskas shared that, earlier during the Board's Work Session, Mr. Nelson presented a proclamation proclaiming the Henrico Volunteer Rescue Squad a distinguished community service medal recipient.

**PUBLIC HEARINGS – REZONING CASES AND PROVISIONAL USE PERMITS**

22-22 Atlantic Crossing, LLC: Request to conditionally rezone from A-1  
REZ2021- Agricultural District to M-2C General Industrial District (Conditional)  
00056 Parcels 841-712-8524, 842-712-1529, 842-712-5063, 843-711-6375, 843-712-  
Varina 6388, and 844-709-3698 containing 530.47 acres located on the north and  
south lines of E. Williamsburg Road (U.S. Route 60) at its intersection with  
Technology Boulevard.

No one from the public spoke in opposition of the deferral.

On motion of Mr. Nelson, seconded by Mr. Thornton, and by unanimous vote, the Board deferred this item to the July 12, 2022, meeting.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

115-22 Markel | Eagle Advisors, LLC: Request to conditionally rezone from A-1  
REZ2022- Agricultural District to R-5AC General Residence District (Conditional)  
00002 part of Parcels 733-778-7649 and 734-777-3893 containing 46.599 acres  
Three Chopt located at the southwest intersection of Pouncey Tract Road (State Route  
271) and Wyndham West Drive.

No one from the public spoke in opposition of the deferral.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board deferred this item to the July 12, 2022, meeting.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

139-22 Crenshaw Realty: Request to conditionally rezone from B-1 Business  
REZ2021- District to R-6C General Residence District (Conditional) Parcels 772-  
00058 736-3855, -4241 and -4766 containing 2.432 acres located on the west line  
Brookland of Willow Lawn Drive approximately 135' north of its intersection with  
Grace Street.

Mr. Withoukcas announced the next two cases were companion cases and would be presented together but would require two separate votes.

The following individuals spoke regarding this case:

- Caitlin Bergendahl, a resident of the Brookland District, wanted to ensure the developers adhere as closely as possible to the County standards for setbacks. She also stated her appreciation for Mr. Schmitt's efforts in touring the neighborhood, considering traffic and pedestrian impacts, and exploring opportunities for improvements in those areas.
- John Owens, a resident of the Brookland District, requested the County continue to look at affordable housing for families and consider having three-bedroom apartments available.

Mr. Schmitt thanked Mrs. Bergendahl for her comments and the Planning staff for all their efforts on this case; he stated he is working with the Department of Public Works on the issues with traffic and walkable concerns in the neighborhood and will be holding a community meeting with the neighborhood to discuss this further.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Conceptual Master Plan.** Development of the Property shall be in general conformance with the conceptual plan (the "Conceptual Plan") which is entitled "Willow Lawn" dated March 29, 2022, prepared by Poole & Poole Architecture, LLC, and attached hereto (see case file, 3 pages), and the exact locations, footprints, configurations, size, and details of the drives, roads, buildings, and other improvements shown on the Conceptual Plan are illustrative and are subject to change and may be updated from time to time as required for final engineering designs, compliance with governmental regulations or as otherwise approved at the time of Plan of Development ("POD") review of the Property or any portion thereof.
2. **Development Standards.** Development of the Property shall be subject to the following development standards, unless otherwise approved at the time of Plan of Development:
  - a. **Architectural Treatment.** Any multi-family buildings constructed on the Property shall have a style and design substantially consistent with the renderings entitled "Willow Lawn" dated March 24, 2022, prepared by Poole & Poole Architecture, LLC, and attached hereto (see case file, 3 pages) ("Elevations").

- b. **Exterior Materials.** The exposed portion of each wall surface (front, rear and sides) of any residential building (not including the parking deck building) on the Property shall be the same as exposed portions of other exterior walls of such building in architectural treatment and materials. Exposed exterior wall surfaces of any residential building (not including the parking deck building), exclusive of windows, doors, and architectural treatments, shall be constructed of brick, stone, EIFS or cementitious siding, or a combination of the foregoing, unless different materials are specifically approved with respect to the exposed portion of any such wall at the time of Plan of Development review.
  - c. **Underground Utilities.** All new utility lines serving the Property shall be underground, except for junction boxes, meters, existing and/or relocated existing overhead utility lines and lines in wetland areas. Electrical junction boxes and meters shall be screened from public view at ground level at the perimeter of the property with use of a wall, fencing, landscaping, or such other method as may be approved at the time of Plan of Development review.
  - d. **Sound Suppression.** Interior walls and floors/ceilings between dwelling units shall have a minimum sound transmission coefficient rating of 54. A cross-sectional detail, reviewed and approved by a certified architect or engineer as to the methodology to accomplish the sound coefficient rating, shall be included in the building permit application.
  - e. **Mechanical Equipment.** Mechanical equipment shall be screened from public view at ground level at the Property lines as approved at the time of Plan of Development review.
  - f. **Parking Structures.** Any parking structure located on the Property shall have a style and design substantially consistent with the Elevations. Any such parking structure shall include screening on the sides facing to the south and, west consistent with Exhibit B, dated January 19, 2022, and attached hereto (see case file). Entrances for any such parking structure shall be secured for use by residents and guests only.
3. **Density.** There shall be no more than 265 residential units developed on the Property, with all such units being only studio, one or two bedroom units.

4. **Recreational Amenities.** Recreational amenities shall include both outdoor and indoor amenities and services which shall include (a) for the outdoor space, a pool and deck area and such other amenities as approved at the time of Plan of Development, and (b) for the indoor spaces, at least 4 or more of the following: party room (with bar, seating space and televisions), great room (event room) with seating and bar, bike storage with bike working station, game room (with games such as billiards, shuffleboard, table tennis, and video games), education center, pet wash area, package center, gift wrapping station, fitness center (including yoga and group exercise areas), co-working space, cyber cafe, business center and meeting space (conference area), climate controlled storage units, children's play area, and such other amenities as approved at the time of Plan of Development. Amenities shall be phased as approved at the time of the Plan of Development review.
5. **Balconies.** No dwelling unit or balcony shall face the southern or western boundary of the Property on the first 4 floors of the proposed multi-family building provided a common area or hallway shall be permitted on such southern and western sides of the multi-family building, as generally shown on the Concept Plan.
6. **Access.** Access (vehicular or pedestrian) to any fire lane shall be restricted from the northern boundary of the Property as may be required at the time of POD, unless otherwise required for compliance with governmental regulations or as otherwise approved at the time of POD. Any access to any fire lane on the southern or western boundary of the Property shall be limited to emergency access only, unless otherwise required for compliance with governmental regulations or as otherwise approved at the time of POD.
7. **Hours of Construction.** During the construction of the development on the Property the hours of exterior construction shall be limited to 7:00 a.m. to 7:00 p.m. Monday through Saturday, except in emergencies or where unusual circumstances require extending the specific hours in order to complete work such as concrete pours or utility connections. Exceptions shall require the approval of the Director of Planning. Construction signs shall be posted in English and in Spanish and shall state the hours of construction.
8. **Streetscape Plantings.** Plantings, including street trees, shall be provided along the public right-of-way of Willow Lawn Drive, consistent with Exhibit A, dated January 19, 2022, and attached hereto (see case file), with specific plantings and spacing of such plantings determined at the time of POD, subject to conflicts with utilities, sightlines and driveway areas.
9. **Fencing.** A fence or other barrier of a design approved at the time of POD, shall be provided along the northern boundary line of the

Property to prohibit vehicular and pedestrian traffic from the property adjoining to the north, unless otherwise approved at the time of POD. A solid masonry wall shall be provided along the southern and western boundary lines of the Property, as generally shown on the Conceptual Plan, unless otherwise approved at the time of POD. The masonry wall facade facing the single family home lots on the south and western property lines of the Property shall not be constructed of an unfinished concrete masonry unit (CMU) block wall.

10. **Parking.** On-site parking shall be provided at no less than 1 parking space per bedroom or 1.58 per unit, whichever is greater.
11. **Severance.** The unenforceability, elimination revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

140-22  
PUP2021-  
00021  
Brookland

Crenshaw Realty: Request for a Provisional Use Permit under Sections 24-4315.C and 24-2306 of Chapter 24 of the County Code to allow commercial uses and zoning modifications as part of a master-planned development on Parcels 772-736-3855, -4241 and -4766 located on the west line of Willow Lawn Drive approximately 135' north of its intersection with Grace Street.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote the Board followed the recommendation of the Planning Commission and approved this item subject to the following conditions:

1. **Proffered Conditions.** All proffered conditions accepted with case REZ2021-00058 shall also be made part of this Provisional Use Permit.
2. **Master Plan.** All development on the property shall be in general conformance with the Master Plan titled "Willow Lawn" dated March 29, 2022 (see case file) prepared by Poole & Poole Architecture, LLC, unless otherwise approved at the time of Plan of Development review. Setbacks may be reduced from those otherwise required in the R-6 District, but in no case shall they be less than shown on the Master Plan.

3. **Architectural Design.** Any new buildings shall be constructed consistent with the elevations titled “Willow Lawn” dated March 24, 2022 (see case file), prepared by Poole & Poole Architecture, LLC, unless otherwise approved at time of Plan of Development review.
4. **Neighborhood Compatibility.** Setbacks may be reduced from those otherwise required by Zoning Ordinance and Neighborhood Compatibility standards, but in no case shall they be less than shown on the Master Plan.
5. **Sidewalks.** Sidewalks shall be provided along all public street frontages, and internal pedestrian connections from new development areas shall be provided to such sidewalk.
6. **Streetscape.** Landscaping along Willow Lawn Drive shall be provided consistent with the exhibit titled “Streetscape Examples” dated January 19, 2022 (see case file).
7. **Parking Structure Fencing.** Screening material of the parking structures shall be consistent with the exhibit titled “Parking Garage Screening” dated January 19, 2022 (see case file). At no time shall chain link fencing, whether coated or metal, be used on any exterior portion of the parking structure.
8. **Pedestrian Lighting.** Site lighting shall be designed to provide lighting for pedestrians along adjacent public roadways and internal project areas in a manner approved at the time of lighting plan review.
9. **Parking.** On-site parking shall be provided at no less than 1 parking space per bedroom or 1.58 spaces per unit, whichever is greater.
10. **Amenities.** Amenities consistent with the Master Plan shall be provided on the property in a manner determined at the time of plan of development review.
11. **Residential Unit Size.** There shall be no dwelling units with 3 or more bedrooms.
12. **Masonry Wall and Landscape Buffer.** A masonry wall a minimum of 6’ tall shall be provided along the southern and western property boundaries, final location to be determined at time of Plan of Development review. A landscape buffer planted to Transitional Buffer 25 shall be provided along the southern and western property boundaries, along the interior and exterior sides of the masonry wall, or as determined at time of Plan of Development review.

The vote of the Board was as follows:



Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

141-22  
PUP2022-  
00013  
Varina

Bridleton SPE, LLC: Request for a Provisional Use Permit under Sections 24-4205 and 24-2306 of Chapter 24 of the County Code to allow a solar array on Parcels 837-693-5764, 837-695-5661, 838-693-9348, and 839-691-4296 located on the west line of Gill Dale Road approximately 1,700' north of the intersection of Darbytown Road.

Joe Emerson, Director of Planning, responded to questions from Mr. Nelson regarding this item.

A citizen on Webex unfortunately had issues and could not be heard but stated via chat she was concerned about the trees being removed.

On motion of Mr. Nelson, seconded by Mr. Schmitt, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following conditions:

1. Only the improvements shown on conceptual plan "Bridleton Landing Solar Project" dated January 19, 2022 (see case file) shall be constructed pursuant to this approval. Any additional improvements shall comply with the applicable regulations of the County Code. Any substantial changes or additions to the design or location of the improvements shall require a new provisional use permit.
2. Development of the site as proposed shall be subject to Plan of Development review, in accordance with the terms of Section 24-2314 of the Henrico County Code. Before beginning any clearing, grading, or other land disturbing activity, the applicant shall obtain approval of construction plans, including erosion and sedimentation plans as required at time of Plan of Development review. This approval is subject to all conditions that may be placed on the construction plans at time of Plan of Development review.
3. Any activity that results in sound clearly audible at the property lines shall be limited to Monday through Saturday, 7:00 am to 7:00 pm. There shall be no activity that results in sound clearly audible at the property lines on Sundays or national holidays.
4. The maximum height of any solar array, including the panels and mounts, shall not exceed a height of twenty feet.
5. Maximum lot coverage of the solar array and any associated equipment for the Project must not exceed sixty-five percent, in accordance with Section 24-4314.A.1 of the Ordinance.

6. All exterior lighting shall be shielded to direct light away from adjacent property and streets.
7. The applicant shall ensure that (1) the Project's solar array is enclosed by security fencing and locked gates that are at least six feet high, and provide warning signs at each vehicular access point to the Property, and (2) the Project's fencing is screened from adjacent streets by landscaping material in accordance with Article 5, Division 3, Landscaping and Tree Protection, all in accordance with Section 24-4314.A.4 of the Ordinance; provided however, that the fence shall be permitted within the buffer areas as shown in the PUP.
8. The applicant shall ensure that, except for transmission lines and collector utility structures, all utilities associated with the Project's solar array be located underground, in accordance with Section 24-4314.A.5 of the Ordinance.
9. The applicant shall transmit a copy of all application materials to all airports located within five miles of the proposed Project and comply with all Federal Aviation Administration regulations regarding construction and operation of solar photovoltaic facilities, in accordance with Section 24.4314.A.6 of the Ordinance.
10. The applicant shall submit a final decommissioning plan (the "Decommissioning Plan") that describes the timeline and manner in which the Project will be decommissioned and the Property restored to a condition similar to its condition prior to the establishment of the facility, in accordance with Section 24-4314.A.7 of the Ordinance and *Code of Virginia* 15.2-2241.2. The Applicant's preliminary Decommissioning Plan is attached hereto as Exhibit B (see case file).
11. The applicant shall agree that the Project will be deemed abandoned by the County if, after the Commercial Operations Date, it ceases operation for a period of eighteen months and written notice of abandonment is provided to the Applicant. Within one hundred and eighty days after notice of abandonment is provided, the Applicant shall either complete all decommissioning activities and site restoration in accordance with the Decommissioning Plan or resume regular operation of the array, in accordance with Section 24-4314.A.8 of the Ordinance. This condition shall survive the expiration or earlier termination of this Agreement.
12. The applicant shall submit for approval a landscaping plan in compliance with Section 24-5303 of the Ordinance (the "Landscaping Plan"). A landscaped buffer planted to Transitional Buffer 50 standards shall be provided along the entirety of the property's boundary, or as determined at time of Landscape Plan

review. Existing plantings along the Gill Dale Road frontage may be counted towards the Transitional Buffer 50 standards, as determined at time of Landscape Plan review. The required buffer adjacent to Fox Run subdivision for the developed area in the vicinity of Yahley Mill Hollow shall include supplemental evergreen plantings necessary to provide additional screening for adjacent single-family properties, as determined at the time of Landscape Plan review. Per Virginia Department of Conservation and Recreation's recommendations, native pollinators shall be provided both within the project's buffers and in locations internal to the site at the time of initial planting, as determined at time of Landscape Plan review.

13. The applicant shall address any and all visual buffers deemed reasonably necessary by County staff upon review of the landscaping plan or the other site plans submitted to the County.
14. During the construction and operation of the facility, the applicant shall cooperate with the Virginia Department of Historic Resources and the Henrico County Department of Recreation and Parks to identify, preserve, and interpret historical and cultural resources on the site. This shall include, at a minimum, the completion of a Phase I Cultural Resource Review before the issuance of permits for installation of equipment.
15. Access to the site by construction traffic shall be limited to the "Main Road Entrance" as identified on the conceptual plan "Bridleton Landing Solar Project" (see case file) dated January 19, 2022.
16. Development of the site shall be in accordance with the final Siting Agreement approved by the Board of Supervisors.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

### **PUBLIC HEARINGS – OTHER ITEMS**

150-22 Mr. Vitoulkas noted that this item related to the provisional use permit approved by the Board and asked if the Board wished to consider this companion item out of order.

Resolution - Approval of Siting Agreement for Solar Project - Bridleton SPE, LLC - Varina District.

No one from the public spoke in opposition of this item.

On motion of Mr. Nelson, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached resolution.

**PUBLIC HEARINGS – REZONING CASES AND PROVISIONAL USE PERMITS**  
**CONT'D**

142-22  
REZ2022-  
00014  
Brookland

Weinstein Associates, LLC: Request to amend proffers accepted with C-50C-90 on Parcel 753-759-7208 located at the northwest intersection of W. Broad Street (U.S. Route 250) and Stillman Parkway.

Mr. Vithoukas announced the next two items were companion cases and would be presented together but would require two separate votes.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Architectural Materials.** The new building on the Property shall have exposed exterior walls (above finished grade and exclusive of trim) of brick, brick veneer, glass, stone, stone veneer, EIFS, metal, or a combination of the foregoing, unless different architectural treatment and/or materials are specifically approved with respect to the exposed portion of any such wall, at the time of Plan of Development review and approval. No building shall be covered with or have exposed to view any painted or unfinished concrete block, or industrial-grade metal.
2. **Elevation.** The architectural style and the extent of masonry material for the new building to be constructed on the Property shall be in general conformance with one (1) of the two (2) elevations attached hereto as Exhibit A (see case file) unless a different architectural style is specifically requested and approved by the Planning Director at the time of Plan of Development approval. The selection of the building elevation to be used shall be made by the applicant at the time of plan of development review. The extent of masonry material to be provided on the new building shall be based on the elevation selected by the applicant at the time of plan of development review.
3. **Building Height.** No new building constructed on the Property shall exceed thirty-five (35) feet in height at its maximum height.
4. **Permitted Uses.** Principal uses permitted on the Property shall be limited to an automobile filling station and a convenience food store and those uses permitted in a B-1 zoning district, together with the provisional use of an automotive parts and installation and minor servicing use, subject to the approval of a Provisional

Use Permit for this use, except that the following uses shall not be permitted on the Property:

- (a) Establishments operated primarily as amusement or video game parlors;
  - (b) Funeral homes, mortuaries and/or undertaking establishments; and
  - (c) Private clubs, lodge, meeting halls and fraternal organizations.
5. **Signage.** Any free-standing sign constructed on the Property shall be of the monolithic ground mounted type, shall be lit from internal sources. The existing non-conforming detached sign may be replaced by new signage with dimensions not exceeding twelve (12) feet in height above grade and shall not exceed seventy-seven (77) square feet in area exclusive of the base (except for traffic directional signals). Notwithstanding this legal, non-conforming allowance, any modification to the existing detached signage dimensions shall require the new dimensions to comply with B-2 District sign code. No spotlights or floodlights of any type shall be permitted for any purpose on the Property. Electronic changeable message signs and attention getting devices used for longer than thirty (30) days are prohibited.
6. **Parking Lot Lighting.** No parking lot lighting shall exceed twenty (20) feet in height as measured from the grade of the base of the lighting standard. Parking lot lighting shall be produced from concealed sources of light and shall be reduced to no more than a security level following the close of business.
7. **Flag Poles.** No flagpole shall be permitted on the Property in excess of forty-five (45) feet in height.
8. **Speaker Systems.** No outside speaker systems shall be permitted on the Property.
9. **Building Size.** The footprint of the principal building to be constructed on the Property shall not exceed 2,500 square feet.
10. **Buffer Areas.**
- (a) Landscaped or natural buffer areas shall be provided along the boundaries of the Property as set forth below:
    - i. Along the southern and eastern boundaries of the Property, a minimum of twenty-five (25) feet in width.
    - ii. Along the western boundary of the Property, a minimum of ten (10) feet in width.

- iii. Measurement of the aforesaid buffer areas shall be from the right-of-way line of the respective roadways as determined at the time of Plan of Development review.
  - (b) Utility easements, signage, roads, sidewalks, access drives and other purposes required or permitted at the time of Plan of Development review may be permitted within the aforesaid buffer areas except that any driveway or utility easement within any such buffer area shall run generally perpendicular thereto. Where permitted and practical, areas disturbed for the placement of utilities within buffer areas shall be restored.
  - (c) Existing vegetation and underbrush may, and fallen, diseased or dead plant growth shall, be removed from such buffer areas, and if so removed, additional plantings or landscaping shall be added.
11. **Access.** Vehicular access from Parcels 753-759-5312 and 753-759-8339 (which adjoin the Property on the west and north) to Stillman Parkway shall be permitted across the existing 50' wide access way on terms and conditions set forth in an existing, recorded agreement.
  12. **Dumpster Enclosure.** The screening for the dumpster enclosure shall use metal gates.
  13. **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

143-22  
PUP2022-  
00012

Weinstein Associates, LLC: Request for a Provisional Use Permit under Sections 24-4205 and 24-2306 of Chapter 24 of the County Code to allow automotive parts and installation and minor servicing (oil change facility) on Parcel 753-759-7208 located at the northwest intersection of W. Broad Street (U.S. Route 250) and Stillman Parkway.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous

vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following conditions:

1. All proffered conditions accepted with case REZ2022-00014 shall also be made part of this Provisional Use Permit.
2. This permit shall only allow an instant oil change business to perform oil changes and related auto servicing at this location.
3. The site and building shall be developed in general conformance with the architectural examples (Exhibit A) (see case file) and conceptual layout (Exhibit B) (see case file) submitted with this request. Any modifications of these exhibits to accommodate related oil change services shall require administrative approval of a Plan of Development.
4. No exterior storage of oil or other automotive parts shall be permitted.
5. All services shall be conducted within a completely enclosed, air-conditioned building.
6. In the event that evidence (i.e., police calls to the premises, complaints from other businesses or neighbors) indicates the operation of the subject use is having an adverse effect (i.e. increased public nuisance, loitering, excessive noise outside the building, etc.) on the surrounding area, the Board of Supervisors may hold a public hearing to consider revoking the provisional use permit.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

144-22  
REZ2022-  
00005  
Three Chopt

Shafquat Buttar: Request to conditionally rezone from A-1 Agricultural District to R-3C One-Family Residence District (Conditional) Parcel 744-762-0359 containing .677 acres located at the southern intersection of Belfast and Edinburgh Roads.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Density:** There shall be no more than 1 unit.

2. **Minimum Finished Area:** All homes shall be a minimum of 1,400 square feet.
3. **Foundations:** Foundations and front porch piers shall be finished with brick on all four sides. Each house shall be on crawl-space foundations, except for garages and basements.
4. **Cantilevering:** No home shall have cantilevered treatments except for bay windows.
5. **Driveways:** All driveways shall be paved with asphalt, concrete, per-cast pavers or other similar materials approved by the Director of Planning.
6. **Underground Utilities:** Except for junction boxes, meters, pedestal, transformers and existing overhead utility lines. Utility connections will be underground unless otherwise required due to environmental factors.
7. **Materials:** The exterior wail surface of all homes on the property (with the exceptions of foundations, trim and architectural treatments) shall be constructed of brick, stone, hardiplank of vinyl covering.
8. **Hours of Construction:** The hours of exterior construction including operation of bulldozers and other earthmoving equipment will be between 7:00 am and 7:00 pm Monday through Friday, between 8:00 am and 5:00 pm on Saturdays and none on Sundays provided, however, except emergencies or where unusual circumstances require extending the specific hours in order to complete work such as concrete pours or utility connectors. Signs in both English and Spanish, stating the above referenced provisions sha!! be posted and maintained at ail entrances to the property prior to any land disturbances activities thereon.
9. **Severance:** The unenforceability, elimination, revision, or amendment of any proffer set forth herein, in whole or in part shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin



145-22  
REZ2019-  
00031  
Three Chopt

Park Commons Condominium Association: Request to amend proffers accepted with Rezoning case C-13C-02 on part of Parcel 745-770-4859 located at the southeast intersection of Twin Hickory Road and Hickory Bend Drive.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

Condition 35 of Case C-13C-02 requiring age-restriction is hereby deleted.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

146-22  
REZ2022-  
00011  
Fairfield

Middleburg Real Estate Partners, LLC: Request to conditionally rezone from R-4 One-Family Residence District and B-3 Business District to R-6C General Residence District (Conditional) Parcels 783-759-6898, 783-760-6078, 783-760-6649, 783-760-1787, 783-760-2589, 783-760-3589, 783-760-4996, 783-760-4783, and 783-761-6400 containing 13.475 acres located on the west line of Brook Road (U.S. Route 1) at its intersection with Magellan Parkway.

Donna Bruffrey, a resident of the Fairfield District, stated she hoped the developer of the project would preserve the trees in the area.

Andy Condlin, the attorney representing the applicant, explained this is an existing development and they intend to preserve the small area of trees that are on the property.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Conceptual Master Plan.** Development of the Property shall be in general conformance with the conceptual plan entitled "KNIGHTS INN APARTMENTS, GLEN ALLEN, VIRGINIA" by Design Resource Group, dated April 12, 2022, and attached hereto (see case file) (the "Concept Plan"), and the exact locations, footprints, configurations, size, and details of the drives, roads, buildings, and other improvements shown on the Concept Plan are illustrative and are subject to change and may be updated from time to time as required for final engineering designs, compliance with governmental regulations or as otherwise approved at the time of

- Plan of Development ("POD") review of the Property or any portion thereof.
2. **Architectural Treatment.** Any buildings to be constructed on the Property shall have a style and design substantially consistent with the following elevations, each attached hereto (see case file):
    - a. Any residential buildings shall be consistent with:
      - i. "APARTMENT HOME - FRONT ELEVATIONS", "APARTMENT HOME - COURTYARD ELEVATIONS" and "APARTMENT HOME - 3D ELEVATION" each dated January 12, 2022 (see case file), and
      - ii. "MIDDLEBURG REAL ESTATE PARTNERS, ELEVATIONS TOWNHOME E4", dated January 25, 2021, and prepared by NarmourWright Design (4 pages) ("Townhomes")(see case file).
    - b. Any commercial buildings shall have a style and design consistent with the elevations entitled "BROOK ROAD - CONCEPTUAL RETAIL", dated January 12, 2022, and attached hereto (see case file).
  3. **Density.** There shall be no more than 310 residential units developed on the Property, provided a minimum of 36 such residential units shall be Townhomes.
  4. **Townhomes.** All Townhomes shall be subject to the following requirements, unless otherwise approved at the time of Plan of Development review:
    - a. The Townhomes shall be oriented as generally shown on the Conceptual Plan (see case file).
    - b. There shall be no more than 6 Townhome units developed in a row.
    - c. Each Townhome unit shall have a minimum of four (4) shrubs planted in the front planting bed.
    - d. Each Townhome unit shall have a minimum of a 1 car garage.
    - e. The minimum finished floor area for any Townhome unit shall be 1,350 square feet.
    - f. The exposed exterior portions of all foundations below the first floor level of the dwelling unit shall be finished with brick, stone, or cultured stone. On the front, side and rear elevations of each building, there shall be a minimum of twelve (12) inches of brick, stone, or cultured stone visible above grade. For reasons associated with required site grading, the requirements of this proffer may be modified or waived by the Director of Planning for individual side or rear facades.
    - g. A minimum 15 foot natural and landscaped buffer shall be provided adjacent to the northern boundary of the Townhomes. An opaque fence a minimum of six feet in height shall be provided along such northern boundary line of the Property.

5. **Exterior Materials.** The exposed portion of each wall surface (front, rear, and sides) of any building on the Property shall be the same as exposed portions of other exterior walls of such building in architectural treatment and materials. Exposed exterior wall surfaces of all individual buildings, exclusive of windows, doors, and architectural treatments, shall be constructed of brick, stone, or cementitious siding, or a combination of the foregoing, unless different materials are specifically approved with respect to the exposed portion of any such wall at the time of POD review.
6. **Underground Utilities.** All utility lines on the Property shall be underground, except for junction boxes, meters, existing and/or relocated existing overhead utility lines, and lines in wetland areas. Electrical Junction boxes and meters shall be screened from public view at ground level at the perimeter of the tract with use of a wall, fencing, landscaping, or such other method as may be approved at the time of POD review.
7. **Parking Lot Lighting.** Parking lot lighting shall be directed to minimize glare on public roads and adjacent properties. Direct embedded light poles and standards shall be prohibited.
8. **Street Trees.** Street trees shall be planted on both sides of the access points running from Brook Road (US Route 1), as generally shown on the Concept Plan (see case file), with a maximum average spacing of fifty (50) feet on center. If existing trees are maintained, they may be counted toward this requirement. In the event of conflicts with utilities, sightlines, and driveway areas, the required spacing may be increased.
9. **Lighting.** Pedestrian scale lighting shall be provided along sidewalks, streets, and pedestrian areas of parking areas, as approved at the time of lighting plan approval.
10. **Common Access.** As required at the time of the first Plan of Development the developer shall construct an extension of Magellan Parkway to the western property line as shown on the Concept Plan (see case file). This segment of roadway shall be constructed to County road construction standards, and at the request of the County an easement providing vehicular and pedestrian access across the property shall be provided in a form acceptable to the Director of Planning. Should adjacent property to the west develop in a manner allowing Magellan Parkway to connect to Mountain Road to the west, the developer shall dedicate public right of way to accommodate the aforementioned portion of Magellan Parkway at the request of the County. Such future dedication of public right of way shall not increase setbacks along such roadway beyond those shown on the Master Plan.
11. **Sound Suppression.** Interior walls and floors/ceilings between

- dwelling units shall have a minimum sound transmission coefficient rating of 54. A cross-sectional detail, reviewed and approved by a certified architect or engineer as to the methodology to accomplish the sound coefficient rating, shall be included in the building permit application.
12. **Mechanical Equipment.** Mechanical equipment shall be screened from public view at ground level at the Property lines as approved at the time of POD review.
  13. **Setbacks.** All setbacks shall be in conformance with the setbacks shown on the Concept Plan (see case file).
  14. **Signage.** Any detached sign shall be ground mounted and monument-style.
  15. **Amenities.** The following amenities will be provided as required upon the POD review for any residential dwelling units (a) a minimum of a 7,100 SF clubhouse & leasing center with fitness center, yoga studio, co-working space, (b) conference room, (c) pool, (d) electric vehicle charging stations, (e) dog park & pet spa, (f) grilling stations, (g) private parking garages, (h) package locker concierge, and (i) walking trails.
  16. **Construction Hours.** The hours of exterior construction activities, including operation of bulldozers and other earthmoving equipment shall be permitted only between 7:00 a.m. and 7:00 p.m. Monday through Friday and 7:30 a.m. and 5:00 p.m. on Saturdays, except in emergencies or where unusual circumstances require extending the specific hours in order to complete work such as concrete pours and utility connections. Signs, in both English and Spanish, stating the above-referenced provisions, shall be posted and maintained at all construction entrances to the Property prior to any land disturbance activities thereon.
  17. **Trash Pickup, Parking Lot Cleaning, Leaf Blowing.** Trash pickup, parking lot cleaning and leaf blowing on the property shall be limited to the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday.
  18. **Residential Recycling Facilities.** Recycling shall be provided for so long as the County either provides or sponsors some form of recycling services. Outside recycling and refuse collection(s) provided shall comply with the requirements set forth in Section 24- 4427 of the Zoning Ordinance.
  19. **Severance.** The unenforceability, elimination, revision, or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

147-22  
PUP2022-  
00006  
Fairfield

Middleburg Real Estate Partners, LLC: Request for a Provisional Use Permit under Sections 24-4315.C and 24-2306 of Chapter 24 of the County Code to allow commercial uses and zoning modifications as part of a master-planned development on Parcel 783-759-6898 and part of Parcels 783-760-6078, and 783-760-6649 located on the west line of Brook Road (U.S. Route 1) at its intersection with Magellan Parkway.

No one from the public spoke in opposition of this item.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following conditions:

1. **Concept Plan.** All development on the property shall be in general conformance with the Concept Plan approved as Exhibit A with rezoning case, REZ2022-00011 (see case file).
2. **Architectural Design.** Any new buildings shall be constructed consistent with the elevations approved with rezoning case REZ2022-00011 (see case file), unless otherwise approved at the time of Plan of Development Review.
3. **Density.** No more than 274 new residential units shall be constructed on the property, consistent with the approved Master Plan.
4. **Sidewalks.** Sidewalks shall be provided along all public street frontages, and internal pedestrian connections from new development areas shall be provided to such sidewalk. Sidewalks shall be provided along all internal streets and drives in the manner shown on the concept plan.
5. **Amenities.** Amenities consistent with the Concept Plan and Elevations approved with rezoning case REZ2022-00011 (see case file) shall be provided on the property in a manner determined at the time of plan of development review.
6. **Pedestrian Lighting.** Site lighting shall be designed to provide lighting for pedestrians along adjacent public roadways and internal project areas in a manner approved at the time of lighting plan review. Pedestrian-scaled lighting shall be consistent with the submitted exterior furnishing elements of the Master Plan.

7. **Setbacks.** Setbacks may be reduced from those otherwise required by Zoning Ordinance standards, but in no case shall they be less than shown on the Concept Plan approved with rezoning case REZ2022-00011 (see case file).
8. **Magellan Parkway Extension.** At the time of the first Plan of Development the developer shall construct an extension of Magellan Parkway to the western property line as shown on the Concept Plan. This segment of roadway shall be constructed to County Road construction standards, and an easement providing vehicular and pedestrian access across the property shall be provided in a form acceptable to the Director of Planning. Should adjacent property to the west develop in a manner allowing Magellan Parkway to connect to Mountain Road to the west, the developer shall dedicate public right of way to accommodate the aforementioned portion of Magellan Parkway at the request of Henrico County. Such future dedication of public right of way shall not increase setbacks along such roadway beyond those shown on the Master Plan.
9. **Crime Prevention.** Prior to occupancy of any structure containing commercial or office uses, the applicant and the Crime Prevention Unit of the Division of Police shall conduct a security survey of the property. The applicant shall implement mutually agreed upon security recommendations.
10. **Parking Plan.** Parking may be reduced in accordance with the parking plan titled “Knights Inn Apartments Mixed Use Development Shared Parking Analysis”, dated April 7, 2022 (see case file), but shall in no case be less than the combined peak parking demand for any proposed uses as shown on Table 1 or Table 2 of the referenced document. Any plan of development submitted for the property shall include a tabulation of all parking required per a licensed engineer’s determination. Shared parking information, including updates to the parking calculations demonstrating the parking rate is meeting the needs of approved development on the property, shall be provided with each plan of development or as requested by the Director of Planning.
11. **Residential Recycling Facilities.** Recycling shall be provided for the multi-family development for so long as the County either provides or sponsors some form of recycling. Outside recycling and refuse collection(s) provided shall comply with the requirements set forth in Section 24-4427 of the Zoning Ordinance.
12. **Proffers.** All proffers accepted with rezoning case REZ2022-00011 (see case file) shall be made a part of this Provisional Use Permit.
13. **Outside Dining.** The following shall apply to outside dining on the property:

- a. The outdoor, dining area(s) shall not be in operation between the hours of 11:00 p.m. and 7:00 a.m.
- b. Prior to the construction of the outdoor dining area(s), the applicant shall submit an administrative site plan of the outdoor dining area(s) and obtain approval from the Planning Department. The site plan shall show the design and layout of the outdoor dining area(s). Proffered conditions of rezoning case REZ2020-00018 (see case file) shall apply. Such site plan shall show required and provided parking on the property.
- c. The operator shall not permit food preparation outside the enclosed building(s).
- d. The outdoor dining enclosure(s) shall be limited in height to 48".
- e. Access to the outdoor dining area(s) shall be available only through the interior of the restaurant(s), except during an emergency when a patio fence exit gate may be utilized.
- f. Unless otherwise approved at the time of Plan of Development, a clear, continuous, and unobstructed pedestrian path not less than five feet (5') in width shall be required for pedestrian circulation outside any outdoor dining area.
- g. Trash receptacles shall be provided and properly serviced to control litter generated by this use.
- h. Outdoor dining furniture, fencing, and/or canopies shall be of durable material and complementary to exterior features of the building(s).
- i. Any outside speakers or sound system shall comply with the following standards:
  - i. Sound systems shall be equipped with controls permitting full volume adjustment.
  - ii. Sound from the system shall not be audible beyond the property lines of the development.
  - iii. Sound systems may be used only when outside dining is permitted.
- j. Unless otherwise approved by the Planning Commission at the time of Plan of Development approval, televisions and other video display devices shall not be visible from adjacent drive aisles and parking areas.
- k. If a fire pit or other outdoor heating element is installed at a future time, details of its design and use shall be submitted to the Director of Planning and approved by the Fire Marshal and Planning Director to ensure safety features are in place.

14. **Commercial Development.** Commercial uses shall only be located on the site in a manner consistent with the approved Master Plan. The following uses shall not be permitted:

- a. automotive filling and service stations including towing service;
- b. billiard, bagatelle, video game or a bingo parlor, unless accessory to a permitted use;

- c. flea markets or antique auctions;
- d. billboards;
- e. recycling facilities;
- f. funeral homes, mortuaries, crematories and/or undertaking establishments;
- g. dance halls;
- h. truck stops;
- i. gun shop, sales and repair;
- j. sign painting shops;
- k. communication towers, not to include small cells;
- l. general hospitals, sanitoriums and charitable institutions for human care;
- m. adult businesses as defined by Section 24-4316 of the Henrico County Code;
- n. Alternative lending institutions, including pay day lenders as regulated by Chapter 18, Title 6.2, Code of Virginia, and motor vehicle title lenders as regulated by Chapter 22, Title 6.2, Code of Virginia;
- o. fuel pumps associated with permitted uses;
- p. any use utilizing a drive-thru service window; and,
- q. motels or motor lodges.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

148-22  
REZ2022-  
00012  
Brookland

Gumenick Properties: Request to conditionally rezone from R-3 One-Family Residence District to UMU-PD Urban Mixed-Use - Planned Development District Parcels 772-740-3867, -4462, -4982, -5677, -5788, -6095, -6273, -7287, and -7493 containing 2.247 acres located on the north and south lines of Indigo Road and its intersection with Libbie Avenue.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Pattern Book.** The Property shall be developed in general conformance with the illustrations and information set forth in the "Libbie Mill - Midtown Pattern Book" dated August 15, 2015 (the "Pattern Book") (see case file) with replacement pages 19 and 26 filed herewith, unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, which illustrations and information are conceptual in nature and may vary in detail.



2. **Storm Water Management Facilities.** Any above-ground wet stormwater management facilities located on the Property shall be designed and utilized as a water feature amenity and/or designed and landscaped to make it an integral part of the development and shall be aerated.
3. **Overall Density.** Including those approved with Case No. REZ2015-00018, as amended by REZ2018-00044 and REZ2021-00042, there shall be no more than 2,123 residential units developed on the Property, of which no more than 1,470 may be rental units. In order to meet changing market demands, but subject to the foregoing limits, the Owner reserves the right to adjust upward (other than the number of rental units) and/or downward, the number of each type of unit. The Owner shall maintain a cumulative record of the number and types of units being developed and provide such record to the County with each Plan of Development for residential units.
4. **Road Certification.** Prior to the issuance of the first permanent certificate of occupancy in a given phase of development, the Owner shall provide the Planning Department with certification from a licensed engineering firm that the roadways within that phase of development were constructed according to the approved Plan of Development and in compliance with Henrico County road design standards and specifications, to include proper compaction of the sub-base soils, utility trenches, base stone and asphalt surface but excluding road widths and turning radii.
5. **Pedestrian Access.** A pedestrian access system shall be provided connecting the major project areas of the development.
6. **Restrictive Covenants/Homeowners' Association.** A document shall be recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia setting forth controls on the development and maintenance of such portions of the Property. In addition, there shall be an Owners' Association(s) that shall be responsible for the enforcement of the restrictive covenants, including, but not limited to, maintenance of the common areas and limitations on the parking and storage of boats, RVs, campers and trailers.
7. **Road Improvements.** The improvements outlined in the letter of Monte Lewis, P.E. to Tim Foster, Henrico County Public Works, dated January 3, 2007, shall be made by the developer of the Property as may be required by the Director of Public Works.
8. **Curb and Gutter.** Curb and gutter shall be used on all streets and shall be designed to meet the current County standard for either "roll top" curb and gutter which shall measure not less than three (3) feet from edge of pavement to back of curb, or six (6) inch standard curb and gutter.

9. **Burning on Site.** There shall be no burning of construction debris, materials or vegetation on the Property, except to provide warmth to workmen using drums not exceeding fifty-five (55) gallons.
10. **Satellite Dishes.** Satellite dishes larger than that permitted by Federal law without restriction shall be prohibited on the Property.
11. **All Retail Uses.** All retail uses (excluding health clubs, theaters and performing arts centers) shall be open to the public only between the hours of 5:00 a.m. and 12:00 midnight Sunday through Wednesday and 5:00 a.m. and 1 :00 a.m. Thursday, Friday, and Saturday.
12. **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.
13. **Parking Garages.** No parking garages (other than individual garages serving individual units) shall be built within twenty (20) feet of the right-of-way of Bethlehem Road and Spencer Road.
14. **Building Height.** Buildings within eighty-five (85) feet of the existing right-of-way of Libbie Avenue shall be limited to eighty-five (85) feet in height.
15. **PD Terms and Conditions.** The Libbie Mill UMU-PD Terms and Conditions submitted with this request shall be the PD Terms and Conditions for the Property pursuant to Section 24-2305 of the Henrico County Zoning Ordinance.

Applicable to apartment (rental development) and multifamily (for sale) condominiums

16. **Square Footage.** Studio units shall be a minimum of four hundred fifty (450) square feet of finished floor area in size, one bedroom units shall be a minimum of five hundred (500) square feet of finished floor area in size, two bedroom units shall be a minimum of eight hundred (800) square feet of finished floor area in size, and three bedroom units shall be a minimum of one thousand one hundred (1,100) square feet of finished floor area in size. The number of studio units shall be limited to no more than twenty percent (20%) of all units.
17. **Architecture.** Unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, buildings shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail, or with the architectural themes of buildings constructed within the project.

18. **Exterior Materials.** Buildings shall have exposed exterior front, rear and side walls (above finished grade) primarily of brick, glass, split face block, architectural precast concrete, cementitious or composite-type siding, stone, marble or granite, or a combination of the foregoing or other material(s) of similar quality. No building shall be covered with or have exposed to view any unadorned or unfinished concrete block. Soffit and exterior ceiling materials shall be constructed using non-combustible material.
19. **Sound Suppression.** Interior dwelling unit separation walls between units, floor/ceiling assemblies between units, and/or floor/ceiling assemblies between office/commercial and residential units in Buildings shall be designed to have a minimum sound transmission coefficient rating of 54 as evidenced by a cross-sectional detail, reviewed and approved by a certified architect or engineer as to the approved assembly accomplishing the sound coefficient rating, which shall be included in the building permit application.

Applicable to all townhomes (for sale) and applicable to all stacked townhome-style (for sale) condominiums ("townhomes")

20. **Exterior Materials.** Townhomes shall have exposed exterior front, rear and side walls (above finished grade) primarily of brick, glass, split face block, architectural precast concrete, cementitious or composite-type siding, stone, or a combination of the foregoing or other material(s) of similar quality. No building shall be covered with or have exposed to view any unadorned or unfinished concrete block. Soffit and exterior ceiling materials shall be constructed using non-combustible material.
21. **Building Height.** Townhomes shall not exceed fifty (50) feet in height as measured consistent with the definition of "building height" as set forth in the Henrico County Zoning Ordinance.
22. **Sound Suppression.** Interior dwelling unit separation walls between units in Townhomes shall be designed to have a minimum sound transmission coefficient rating of 54 as evidenced by a cross-sectional detail, reviewed and approved by a certified architect or engineer as to the approved assembly accomplishing the sound coefficient rating, which shall be included in the building permit application.
23. **Fences.** Any fences greater than forty-two (42) inches in height shall be constructed of vinyl, finished masonry or constructed with a combination of masonry piers and aluminum, metal or cast iron pickets. No wooden stockade-type fences or chain link fences shall be permitted.
24. **Limitation on Development.** Areas labeled "residential neighborhoods" as shown on the Conceptual Master Plan shall only be developed for Townhomes.

Applicable to townhomes (for sale)

25. Townhome Type A.
  - a. **Square Footage.** Units shall be a minimum of one thousand two hundred (1,200) square feet of finished floor area in size.
  - b. **Architecture.** Unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, Townhome A shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail, or with the architectural themes of buildings constructed within the project.
  
26. Townhome Type B.
  - a. **Square Footage.** Units shall be a minimum of one thousand five hundred (1,500) square feet of finished floor area in size.
  - b. **Architecture.** Unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, Townhome B shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail, or with the architectural themes of buildings constructed within the project.
  
27. Townhome Type C.
  - a. **Square Footage.** Units shall be a minimum of one thousand eight hundred (1,800) square feet of finished floor area in size.
  - b. **Architecture.** Unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, Townhome C shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail, or with the architectural themes of buildings constructed within the project.
  
28. Townhome Type D.
  - a. **Square Footage.** Units shall be a minimum of two thousand (2,000) square feet of finished floor area in size.
  - b. **Architecture.** Unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, Townhome D shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail, or with the architectural themes of buildings constructed within the project.

Applicable to stacked townhome-style (for sale) condominiums (Type E)

29. **Square Footage.** Units shall be a minimum of one thousand two hundred (1,200) square feet of finished floor area in size.

30. **Architecture.** Unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, Type E units shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail, or with the architectural themes of buildings constructed within the project.

Applicable to community building

31. **Amenities.** Prior to the issuance of three hundred (300) certificates of occupancy for owner-occupied residences, a Community Building for use by homeowners shall be provided and include, at a minimum, a business center, meeting space and a swimming pool.
32. **Square Footage.** The Community Building shall have a minimum of three thousand five hundred (3,500) square feet of finished floor area.
33. **Architecture.** Unless otherwise requested and specifically approved by the Planning Commission at the time of Plan of Development, the Community Building shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail.
34. **Exterior Materials.** The Community Building shall have exposed exterior front, rear and side walls (above finished grade) primarily of brick, glass, architectural precast concrete, cementitious or composite-type siding, stone, or a combination of the foregoing or other material(s) of similar quality. No building shall be covered with or have exposed to view any unadorned or unfinished concrete block. Soffit and exterior ceiling materials shall be constructed using non-combustible material.

Applicable to commercial/office development

35. **Prohibited Uses.** The following uses shall be prohibited on the Property:
- a. automotive filling and service stations including towing service;
  - b. billiard, bagatelle, video game or a bingo parlor, unless accessory to a permitted use;
  - c. flea markets or antique auctions;
  - d. billboards;
  - e. recycling facilities; funeral homes, mortuaries, crematories and/or undertaking establishments; dance halls;
  - h. truck stops;
  - i. gun shop, sales and repair;
  - j. sign painting shops;
  - k. communication towers, not to include small cells;
  - l. general hospitals, sanitariums and charitable institutions for human care;

- m. adult businesses as defined by Section 24-3 of the Henrico County Code;
  - n. establishments whose primary business is check cashing and/or the making of payday loans as defined and regulated by Sections 6.1-432 et seq. and 6.1-444 et seq. of the Code of Virginia (the foregoing shall not preclude banks, savings and loans or similar financial institutions that are not regulated by the foregoing Virginia Code sections);
  - o. car title loan operations;
  - p. fuel pumps associated with permitted uses; and
  - q. motels or motor lodges.
36. **Architecture.** The buildings shall be in general conformance with the architectural themes displayed in the Pattern Book (see case file), which illustrations and information are conceptual in nature and may vary in detail.
37. **Exterior Materials.** The buildings shall have exposed exterior front, rear and side walls (above finished grade) primarily of brick, glass, split face block, architectural precast concrete, cementitious or composite-type siding, stone, marble or granite, or a combination of the foregoing or other material(s) of similar quality. No building shall be covered with or have exposed to view any unadorned or unfinished concrete block. Soffit and exterior ceiling materials shall be constructed using non-combustible material.
38. **Outdoor Music.** Outdoor music shall not be permitted on the Property after 12:00 midnight Sunday through Wednesday and 1:00 a.m. Thursday, Friday, and Saturday. Any outside speakers or sound system shall comply with the following standards:
- a. Sound systems shall be equipped with controls permitting full volume adjustment.
  - b. Sound from the system shall not be audible beyond the property lines of the development.
39. **Restaurant Ventilation.** The developer shall install an adequate restaurant ventilating and exhaust system to minimize smoke, odors, and grease vapors. The plans and specifications shall be included with the building permit application for review and approval. If, in the opinion of the County, the type system provided is not effective, the Planning Director retains the rights to review and direct the type of system to be used.

Applicable to area between Spencer Road and Libbie Avenue

40. **Additional Road Improvements.** Unless otherwise approved at the time of Plan of Development, the developer shall restripe and construct the following transportation improvements prior to the 100th certificate of occupancy issued within the Property. In the event of dedication, but no construction of the associated improvement

within fifteen years of the date of dedication, the dedicated land shall be conveyed back to the owner of the adjacent land.

- a. A five foot (5') sidewalk shall be constructed along the Property's frontage on Libbie Avenue.
- b. Re-stripe the existing, uninterrupted, on-street parking along the Property's entire Libbie Avenue frontage, with curb extensions at intersections. The provision of the on-street parking along the entire existing frontage on Libbie Avenue in this manner is in furtherance of the Department of Public Work's plan for on-street parking along the eastern side of Libbie Avenue as shown in Attachment 1 included with REZ2021-00042.

41. **Additional Amenity.** After approval of REZ2021-00042 and prior to the issuance of the certificate of occupancy for a residential building north of Libbie Lake, an additional amenity shall be substantially completed to provide an additional outdoor activity area within the overall project that will include improvements for child and adult enjoyment. These improvements could include traditional playground equipment, or non-traditional improvements that encourage imaginative and/or creative play, or other types of improvements that foster activity. For clarity, this proffered condition repeats the obligation contained in REZ2021-00042 and is not an obligation to create a second amenity.

The Board of Supervisors also approved your request to amend proffers accepted with Rezoning cases REZ2015-00018, REZ2018-00044, and REZ2021-00042 on Parcels 771-740-8005, -9118, 772-739-8575, 772-740-0431, -1137, -1743, -2229, -2836, -4017, -7798, -8502, -8536, 772-741-6201, -6408, -6715, -7023, -7440, -7848, -7905, -8137, -8211, -8357, -8419, -8836, -8968, -9348, -9573, -9839, 773-739-3547, -3784, -9074, 773-740-4815, -5180, -9572, 773-741-0179, -0354, -0565, -0945, -1360, -1654, -2048, 774-739-2373, 774-740-0192, -0448, -0863, -3781, -4456, -4637, -4716, -4802, -5174 and 774-740-0801 located on the east line of Libbie Avenue approximately 310' north of W. Broad Street (U. S. Route 250) at its intersection with N. Crestwood Avenue, then between the east line of Spencer Road and west line of Staples Mill Road (U.S. Route 33) along the south line of Bethlehem Road.

The Board of Supervisors accepted the following proffered conditions, dated April 12, 2022, which further regulate the above-described property in addition to all applicable provisions of Chapter 24, Code of Henrico (Zoning Ordinance):

1. Condition 2 of REZ2021-00042 is hereby amended and restated as follows:

**Pattern Book.** The Property shall be developed in general conformance with the Illustrations and information set forth in the "Libbie Mill - Midtown Pattern Book" dated August 15, 2015 (the "Pattern Book") (see case file) with replacement pages 19 and 26

filed herewith, unless otherwise requested and specifically approved by the Planning Director at the time of Plan of Development, which illustrations and information are conceptual in nature and may vary in detail.

2. Condition 3 of REZ2021-00042 is hereby amended and restated as follows:

**Overall Density.** Including those approved with Case No. REZ2015-00018, (as amended by REZ2018-00044 and, REZ2021-00042 and this REZ2022-00012), there shall be no more than 2,123 residential units developed on the Property, of which no more than 1,470 may be rental units. For purposes of this condition, the term “developed” includes units actually constructed or shown on an approved plan of development. In order to meet changing market demands, but subject to the foregoing limits, the Owner reserves the right to adjust upward (other than the number of rental units) and/or downward, the number of each type of unit. The Owner shall maintain a cumulative record of the number and types of units being developed and provide

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt, Nelson

No: None

Absent: Branin

149-22  
REZ2022-  
00016  
Brookland

Mirako, LLC: Request to conditionally rezone from B-2 Business District to B-3C Business District (Conditional) Parcel 763-753-8296 containing 1.894 acres located at the southeast line of Shrader Road and Carousel Lane.

No one from the public spoke in opposition of this item.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Use Restrictions.** Use of the Property shall be limited to the following:
  - a. All uses permitted in the B-2 Business District shall be permitted.
  - b. The following uses from the B-3 Business District shall be permitted:
    - i. Wholesale sales, involving the sale, lease or rent of products primarily intended for industrial, institutional, or commercial businesses; and



- ii. Indoor accessory office, storage, training, and repair.
2. **Building Materials.** The buildings on the Property will generally remain in their existing exterior condition, provided however, that if any changes are made, exposed exterior wall surfaces (above finished grade) of all individual buildings (excluding rooftop screening materials for mechanical equipment) shall be constructed with one or more of the following siding materials: decorative concrete block (including, without limitation, split face block, smooth face block, fluted block, and ground face block), tilt-up or pre-cast concrete, brick, brick veneer, glass, metal (other than corrugated metal), stone, cast stone, stone veneer, granite, marble, stucco, synthetic stucco, glass block, cementitious siding, composite-type siding, engineered wood (e.g. LP Smartside), insulated panels, concrete tile, or ceramic tile, unless other material is approved at the time of any Plan of Development review. For purposes of these proffers, "wall surfaces" shall not be deemed to include columns, pilasters, trim, gutters, accent materials, architectural features, trim, windows, doors, bay doors, piers, wall sections and headers near roll up doors and loading doors.
  3. **Safe Conduct of Operations.** Any industrial use on the property must be conducted entirely within an enclosed building, except for parking areas, loading and unloading facilities, and outdoor storage as an accessory use. All uses shall be conducted so as not to (i) create any danger to the health, safety or welfare of the citizens of Henrico County or (ii) create any hazardous, objectionable, or offensive conditions on neighboring lands because of odor, dust, smoke, cinders, fumes, noise, vibration, wastes, fire, explosion, or unsightliness.
  4. **Parking Lot Lighting.** Any replacement parking lot lighting fixtures located in the parking lots shall not exceed 30 feet in height above grade level. Such parking lot lighting shall be produced from concealed sources of light (i.e., shoebox type) and shall be reduced to no more than a security level following the close of business operations.
  5. **Severance.** The unenforceability, elimination, revision, or amendment of any proffer set forth herein, in whole or in part shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

Yes: O'Bannon, Thornton, Schmitt

No: None

Absent: Branin, Nelson

## **PUBLIC HEARINGS – OTHER ITEMS CONT'D**

151-22            Ordinance - Vacation of Building Line - Brandon Subdivision - Tuckahoe District.

No one from the public spoke in opposition of this item.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached ordinance.

## **PUBLIC COMMENTS**

John Owens, a resident of the Brookland District, asked the Board to consider funding for the widening of I-64 from Henrico to the Hampton Area after reading an article regarding funding from the Central Virginia Transportation Authority.

Ophelia Von Ludwig, a resident of the Lakeside area, voiced concerns about walkability and traffic. She noted a week ago someone crashed into the wall outside of her home near a school bus stop. Mrs. Ludwig stated that speeding is out of control and requested the Board consider reducing the speed in the area.

Andrew Foster, a resident of the Three Chopt District, thanked the Board for considering delaying the due date for personal property taxes and providing further tax relief to County residents. He recognized his son, Will Foster, with Troop 735, who was attending the meeting to earn his merit badge.

Lynn Moore, a resident of the Brookland District, encouraged the Board to work with developers when looking at projects throughout the County to consider preserving more mature trees.

Tong Wang, a resident of the Three Chopt District, thanked the Board for a letter recognizing World Falun Dafa Day and requested to meet with each Board member at some point.

## **GENERAL AGENDA**

152-22            Emergency Ordinance - To Reduce Penalties and Interest on Late Payments of Taxes for Personal Property and Machinery and Tools to Zero Percent from June 6 to August 5, 2022, and to Extend the Time for Payment of Vehicle License Taxes to August 5, 2022.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached emergency ordinance.

153-22            Introduction of Ordinance - To Reduce Penalties and Interest on Late Payments of Taxes for Personal Property and Machinery and Tools to Zero Percent from June 6 to August 5, 2022, and to Extend the Time for Payment of Vehicle License Taxes to August 5, 2022.

On motion of Mr. Thornton, seconded by Mr. Nelson, and by unanimous

vote, the Board approved this item – see attached introduction of ordinance.

154-22 Resolution - Signatory Authority - Amendment to Lease - 7740 Shrader Road - Brookland District.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached resolution.

155-22 Resolution - Signatory Authority - Richmond-Henrico Turnpike Improvements Project - Agreement for Continued Possession by Tenant After Closing - Fairfield District.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.

156-22 Resolution - Award of Contract - Alycia Avenue Sewer Rehabilitation - Brookland District.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.

157-22 Resolution - Award of Contract - Annual Contract for Asphalt-In-Place Services.

On motion of Mr. Thornton, seconded by Mr. Schmitt, and by unanimous vote, the Board approved this item – see attached resolution.

158-22 Resolution - Award of Contract - Annual Contract for Surface Asphalt Recycling.

On motion of Mr. Schmitt, seconded by Mr. Nelson, and by unanimous vote, the Board approved this item – see attached resolution.

159-22 Resolution - Signatory Authority - Agreement with Virginia Department of Transportation - Lakeside Avenue Bridge Replacement - Fairfield District.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached resolution.

160-22 Resolution - Claim of Fluvial Solutions, Inc. - Water Reclamation Facility Stream Restoration Project.

On motion of Mr. Nelson, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached resolution.

There being no further business, the meeting was adjourned at 9:09 p.m.

*Patricia S. O'Bannon*

Chairman, Board of Supervisors  
Henrico County, Virginia

# Proclamation



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

## LAW ENFORCEMENT OFFICERS WEEK

*May 11 - 17, 2022*

**WHEREAS**, the law enforcement officers of Henrico County serve our citizens daily, protecting lives and property and upholding local ordinances and state laws; and

**WHEREAS**, by the nature of their duties, these officers endure grave danger, and on occasion, loss of their own lives; and

**WHEREAS**, the County's law enforcement officers help make our community a safe place to live, work, and play; and

**WHEREAS**, these professionals need and deserve the support of our citizens; and

**WHEREAS**, it is important to remember our officers who died in the line of duty and to acknowledge those officers who continue to serve the County and the Commonwealth; and

**WHEREAS**, each year, the 15<sup>th</sup> day of May is nationally designated as Peace Officers Memorial Day and the calendar week in which that date occurs is nationally designated as Police Week; and

**WHEREAS**, the Henrico County Police Division will hold its annual memorial service and wreath-laying ceremony at Police Memorial Park on Friday, May 13, 2022, to honor the County's fallen police officers.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of Supervisors of Henrico County, Virginia, hereby recognizes May 11 - 17, 2022, as Law Enforcement Officers Week and Friday, May 13, 2022, as Law Enforcement Memorial Day in Henrico County; encourages Henrico citizens to take note of these special dates; and salutes the County's law enforcement officers for their steadfast commitment to the County's public safety efforts and for contributing significantly to the quality of life of this community.



*Patricia S. O'Bannon*  
Patricia S. O'Bannon, Chairman  
Board of Supervisors

# Proclamation



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

## **EMERGENCY MEDICAL SERVICES WEEK**

**May 15 - 21, 2022**

**WHEREAS**, the provision of emergency medical services (EMS) is a vital public service which dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, members of Henrico EMS teams are ready to provide life-saving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, whether career or volunteer, Henrico EMS team members engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and

**WHEREAS**, these persons are frequently exposed to a variety of hazards and dangerous situations during the performance of their duties; and

**WHEREAS**, the citizens and visitors of Henrico County benefit daily from the knowledge and skills of these highly trained EMS providers; and

**WHEREAS**, the Henrico County EMS system, consisting of the Division of Fire, Henrico Volunteer Rescue Squad, Lakeside Volunteer Rescue Squad, Tuckahoe Volunteer Rescue Squad, and the Police Division, recorded 40,259 responses for service during fiscal year 2020-2021; and

**WHEREAS**, it is appropriate to acknowledge the value and the accomplishments of EMS providers and to educate the public about injury prevention and how to respond to a medical emergency.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of Supervisors of Henrico County, Virginia hereby recognizes May 15 - 21, 2022, as Emergency Medical Services Week and encourages the community to observe this week with appropriate programs, ceremonies, and activities.



*Patricia S. O'Bannon*

Patricia S. O'Bannon, Chairman  
Board of Supervisors

# Proclamation



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

## *Proclaiming the Henrico Volunteer Rescue Squad a Distinguished Community Service Medal Recipient*

WHEREAS, the Henrico Volunteer Rescue Squad (Squad) began serving the public in July 1951 in response to two accidents involving children; and,

WHEREAS, the Squad members responded to calls for service using personal resources until sufficient funding was raised to purchase a second-hand ambulance; and,

WHEREAS, the Squad responded to 419 calls for service by their second year of operation in 1952; and,

WHEREAS, the Squad and community members worked tirelessly to raise additional funds for the organization to grow as the community's need for emergency services increased; and,

WHEREAS, the Squad grew to be one of the largest and best equipped rescue squads in the Commonwealth of Virginia by the 1960s; and,

WHEREAS, the Squad quickly grew to include a crash truck, water rescue boat and trailer, water rescue truck, and four ambulances staffed by 42 senior Squad members; and,

WHEREAS, the Squad has responded to almost 25,000 calls for service since 1995; and,

WHEREAS, the Squad is concluding its provision of outstanding, complimentary emergency services to the residents and visitors of Henrico County and other surrounding communities after nearly 71 years.

NOW, THEREFORE, **BE IT RESOLVED** that the Board of Supervisors of Henrico County, Virginia, commends the members and leadership of the Henrico Volunteer Rescue Squad for exemplifying the Henrico Way through their many years of dedicated and selfless service and bestows upon them its highest honor, the Henrico County Board of Supervisors' Distinguished Community Service Medal.

**BE IT FURTHER RESOLVED** that the Clerk of the Board of Supervisors shall prepare a copy of this proclamation for presentation to the Henrico Volunteer Rescue Squad as a sincere expression of the County's appreciation for its distinguished community service.



*Patricia S. O'Bannon*

Patricia S. O'Bannon, Chairman  
Board of Supervisors



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 150-22

Page No. 1 of 1

**Agenda Title: RESOLUTION — Approval of Siting Agreement for Solar Project — Bridleton SPE, LLC — Varina District**

For Clerk's Use Only: Date: <u>5/10/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Nelson</u> Seconded by (1) <u>Schmitt</u> (2) _____ (2) _____ REMARKS: <b>APPROVED</b>	<table border="0"> <thead> <tr> <th></th> <th>YES</th> <th>NO</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>Branin, T.</td> <td>___</td> <td>___</td> <td><u>absent</u></td> </tr> <tr> <td>Nelson, T.</td> <td><input checked="" type="checkbox"/></td> <td>___</td> <td>___</td> </tr> <tr> <td>O'Bannon, P.</td> <td><input checked="" type="checkbox"/></td> <td>___</td> <td>___</td> </tr> <tr> <td>Schmitt, D.</td> <td><input checked="" type="checkbox"/></td> <td>___</td> <td>___</td> </tr> <tr> <td>Thornton, F.</td> <td><input checked="" type="checkbox"/></td> <td>___</td> <td>___</td> </tr> </tbody> </table>		YES	NO	OTHER	Branin, T.	___	___	<u>absent</u>	Nelson, T.	<input checked="" type="checkbox"/>	___	___	O'Bannon, P.	<input checked="" type="checkbox"/>	___	___	Schmitt, D.	<input checked="" type="checkbox"/>	___	___	Thornton, F.	<input checked="" type="checkbox"/>	___	___
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Schmitt, D.	<input checked="" type="checkbox"/>	___	___																							
Thornton, F.	<input checked="" type="checkbox"/>	___	___																							

WHEREAS, Bridleton SPE, LLC ("Bridleton") proposes to develop an approximately 20 megawatt alternating current solar photovoltaic facility (the "Project") on Parcels 837-693-5764, 837-695-5661, 838-693-9348, and 839-691-4296 located on the west line of Gill Dale Road approximately 1,700' north of the intersection of Darbytown Road (the "Property"); and,

WHEREAS, County staff has negotiated a proposed Siting Agreement with Bridleton, in accordance with Title 15.2, Chapter 22, Article 7.3 of the Code of Virginia, and a copy of the proposed Siting Agreement is attached as Exhibit A; and,

WHEREAS, the Henrico County Planning Commission recommended approval of the Siting Agreement at its meeting on April 14, 2022; and,

WHEREAS, this resolution was advertised pursuant to Sections 15.2-2204 and 15.2-2316.8 of the Code of Virginia, and a public hearing was held on May 10, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County Manager is authorized to execute the Siting Agreement in a form approved by the County Attorney.

Comments: The Director of Planning and the Planning Commission recommend approval of the Board paper; the County Manager concurs.

By Agency Head \_\_\_\_\_

By County Manager \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_

Copy to: \_\_\_\_\_

Clerk, Board of Supervisors

Date: \_\_\_\_\_



## SITING AGREEMENT

This **SITING AGREEMENT** (together with all exhibits appended hereto, this “*Agreement*”) dated as of May 11, 2022 (the “*Effective Date*”) is made by and between **BRIDLETON SPE, LLC**, a Virginia limited liability company (“*Applicant*”), and **THE COUNTY OF HENRICO, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “*County*”). Applicant and the County may each be referred to herein as a “*Party*” and collectively, the “*Parties*.”

### RECITALS:

WHEREAS, Applicant is proposing to develop an approximately twenty (20) megawatt alternating current solar photovoltaic facility (the “*Project*”) on certain parcels of land located in the County and identified by the Tax Map Numbers set forth in Exhibit A hereto (collectively, the “*Property*”); and

WHEREAS, the Property is located in the County’s Zoning District A-1, and pursuant to the County’s Zoning Ordinance (the “*Ordinance*”), as amended by the Board of Supervisors on April 12, 2022, a provisional use permit is required for the Project in Zoning District A-1; and

WHEREAS, the Project is permitted by a provisional use permit (the “*PUP*”) approved by the Board of Supervisors on May 10, 2022; and

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the *Code of Virginia*, Applicant and the County may enter into a siting agreement (the “*Siting Agreement*”) with respect to a solar facility proposed to be located in the County; and

WHEREAS, pursuant to *Code of Virginia* § 15.2-2316.7, Applicant is required to provide the County with written notice of Applicant’s proposed intent to locate the Project in the County and request a meeting to discuss and negotiate a Siting Agreement (such notification, discussion and negotiation being the “*Siting Agreement Process*”); and

WHEREAS, prior to the date hereof, Applicant commenced the Siting Agreement Process with respect to the Project; and

WHEREAS, pursuant to the requirement of *Code of Virginia* § 15.2-2316.8(B), the County has held a public hearing in accordance with *Code of Virginia* §15.2-2204(A) for the purpose of considering this Agreement; and

WHEREAS, at a meeting of the Board of Supervisors of the County (the “*Board*”), a majority of a quorum of the members the Board approved this Agreement.

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.2 of the *Code of Virginia*, intending to be legally bound hereby and in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the Parties hereby agree as follows:

1. COVENANTS OF APPLICANT. The Parties acknowledge that the Project is permitted by the PUP and that nothing in this Agreement allows for the expansion of the scope of the Project beyond what is permitted by the PUP. Applicant covenants that it shall:
  - a. Comply with the terms and conditions of the PUP and all applicable requirements of the Ordinance, including, principally, Section 24-4314(A);
  - b. Submit for approval a landscaping plan in compliance with Section 24-5303 of the Ordinance (the "*Landscaping Plan*");
  - c. Address any and all visual buffers deemed reasonably necessary by County staff upon review of the Landscaping Plan or other site plans submitted to the County ("*Site Plans*");
  - d. Execute an instrument satisfactory to the County that runs with and encumbers all Property until such time as terminated by the County (or the Project terminates, whichever comes first) and that provides the County, its personnel and duly authorized agents the express right of entry upon the Project parcels for the purposes of inspecting solar panels and all appurtenant facilities. The County shall provide forty-eight (48) hour notice to the Applicant prior to making such entry for any inspection or enforcement purposes. No prior notice shall be required to enter the Project in the event of an emergency that constitutes an immediate danger to life or property;
  - e. Submit a decommissioning plan (the "*Decommissioning Plan*") that describes the timeline and manner in which the Project will be decommissioned and the Property restored to a condition similar to its condition prior to the establishment of the facility, in accordance with Section 24-4314(A)(7) of the Ordinance and *Code of Virginia* § 15.2-2241.2. The Applicant's preliminary Decommissioning Plan is attached hereto as Exhibit B. The final Decommissioning Plan must be submitted and approved as part of plan of development review for the Project; and
  - f. Agree that the Project will be deemed abandoned by the County if, after the Commercial Operations Date, it ceases operation for a period of eighteen (18) months and written notice of abandonment is provided to the Applicant. Within one hundred and eighty (180) days after notice of abandonment is provided, the Applicant shall either complete all decommissioning activities and site restoration in accordance with the Decommissioning Plan or resume regular operation of the array, in accordance with Section 24-4314(A)(8) of the Ordinance. This Section 3(k) shall survive the expiration or earlier termination of this Agreement.
2. VOLUNTARY PAYMENTS TO THE COUNTY FOR CAPITAL IMPROVEMENTS. In addition to the covenants in Section 1, the Applicant voluntarily agrees to make payments to the County to address capital needs set out in the capital improvement plan adopted by the County, all pursuant to *Code of Virginia* § 15.2-2316.7. The Applicant agrees this arrangement is authorized by state law and mutually beneficial to the Parties.

- a. Beginning of Payments. After the Project has commenced commercial operation, Applicant will make payments to the County as set forth in this Section (the "Payments"). The Payments will begin within 30 days following the first January 1<sup>st</sup> following commencement of commercial operation of the Project (the "First Calendar Year Date"). For the purposes of this Agreement, the commencement of commercial operation will be the earlier of: i) 90 days following the first delivery of energy to the distribution system (as communicated by Company and verified by the distribution system owner within 10 days following the first delivery of energy) or ii) the commercial operation date as established in the Applicant's Interconnection Services Agreement.
  - b. Term of Payments. The Payments will continue on January 30<sup>th</sup> of each calendar year thereafter until the earlier of the (i) completion of the Decommissioning Plan for the Project, or (ii) the adoption by the County of a revenue share ordinance, pursuant to Code of Virginia Sec. 58.1-2636.
  - c. Amount of Payments. Each Payment will be \$32,000, except that the Payments will increase by 10 percent after every five payments (e.g., \$32,000 for the first five payments, \$35,200 for the next five payments, \$38,720 for the next five payments, etc.).
  - d. Method of Payment. Each Payment made to the County in any year will be in one lump sum payment for that year. Payments must be payable to the "County of Henrico" and sent to the attention of the Finance Director at P.O. Box 90775, Henrico, Virginia 23273-0775.
  - e. Effect of Payments on Other Taxes. The Payments are separate and distinct from any sums owed pursuant to the County's personal property tax, machinery and tools tax, and real estate tax. Applicant agrees that this Agreement does not alter its obligations to provide to the County's Director of Finance information necessary to make assessments of Applicant's property for purposes of taxation, and Applicant agrees to provide such information to the Director of Finance upon request.
  - f. Use of Payments by the County. The County plans to apply the Payments to critical infrastructure projects to improve citizen quality of life, as outlined in the capital improvement plan of the County. Notwithstanding the foregoing, the Payments may be used for any other purpose permitted by law, including but not limited to, any of the following purposes: (a) to meet needs of the current fiscal budget of the County, (b) to supplement the County's fiscal fund balance policy; and (c) to support broadband funding, all as permitted by *Code of Virginia* § 15.2-2316.7.
3. CONFORMANCE WITH COMPREHENSIVE PLAN. Pursuant to *Code of Virginia* § 15.2-2316.9, upon approval of this Agreement by the County, the Project is deemed "substantially in accord" with the "Henrico County 2026 Vision - Comprehensive Plan," (the "*Comprehensive Plan*") in all respects subject to the PUP.

4. EFFECT OF AGREEMENT

- (a) Binding Effect. In accordance with *Code of Virginia* § 15.2-2316.8(A)(3), and acknowledged and agreed to by the parties, this Agreement shall be binding upon the County and enforceable against the governing body and future governing bodies of the County in any court of competent jurisdiction, subject to the provisions regarding jurisdiction and venue in Section 7.
- (b) No Obligation to Develop. The parties agree and acknowledge that Applicant has no obligation to develop the Project. It is expressly understood that development of the Project is contingent upon a number of factors and no election by Applicant, in its sole discretion, to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default by Applicant under this Agreement, so long as the Applicant completes the Decommissioning Plan.
- (c) Covenant not to Object. In the absence of a breach or default by County of its obligations hereunder, Applicant will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement.

5. ASSIGNMENTS. This Agreement may be assigned by Applicant without the necessity of obtaining the County's consent, provided the assignee agrees to be bound by the terms of this Agreement and a notice of assignment, in a form reasonably acceptable to the County, is delivered to the County evidencing the assignee's acknowledgement of the terms of this Agreement and agreement to be bound hereby. Compliance with the terms of this Agreement shall constitute a continuing obligation of any assignee, successor-in-interest, and/or any other owner/operator of the Project.

6. REPRESENTATIONS. Each Party represents as follows:

- (a) It has the power and authority to enter into and perform this Agreement; and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or governmental action, as applicable;
- (b) No suit, action, arbitration, legal, administrative, or other proceeding is pending or, to the best of its knowledge, has been threatened against it that would affect the validity or enforceability of this Agreement or its ability to fulfill its commitments hereunder, or that would, if adversely determined, have a material adverse effect on its performance of this Agreement;
- (c) The execution, delivery, and performance of this Agreement by it will not result in a breach of, default under or violation of any applicable law; and
- (d) This Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms, except as the enforceability of such terms may be limited by applicable bankruptcy, reorganization, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

## 7. MISCELLANEOUS

- (a) Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. The Parties hereto (a) agree that any suit, action or other legal proceeding, as between the Parties hereto, arising out of or relating to this Agreement shall be brought and tried only in the Circuit Court of Henrico County, Virginia, (b) consent to the jurisdiction of such Court in any such suit, action or proceeding, and (c) waive any objection which any of them may have to the laying of venue or any such suit, action, or proceeding in such court and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties hereto agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (b) Confidentiality. The County understands and acknowledges the Applicant, and as applicable, their associates, contractors, partners, and affiliates utilize confidential and proprietary "state-of-the-art" information and data in their operations ("**Confidential Information**"), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. The County acknowledges that during the development of this Agreement, certain Confidential Information may be shared with the County by the Applicant. Applicant agrees to clearly identify any information it deems to be Confidential and not subject to mandatory disclosure under the Virginia Freedom of Information Act or other applicable law as Confidential Information at the time it provides such information to the County. The County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County will knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of Local, State or Federal law, or rule of court. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the County will contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant. This Section 8(b) shall survive the expiration or earlier termination of this Agreement.
- (c) Notices.

Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

Any communication under this Agreement shall be sufficiently given and deemed

given when delivered by hand or 3 days after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Applicant:       Attn: Michael Pruitt and Thomas Pruitt  
Pruitt Associates, L.L.C.  
1801 Bayberry Court, Suite 100  
Richmond, VA 23226

With a copy to:       GreeneHurlocker, PLC  
4908 Monument Avenue  
Suite 200  
Richmond, VA 23230

If to the County:     County Manager  
Henrico County, Virginia  
Post Office Box 90775  
Henrico, Virginia 23273-0775

With a copy to:       County Attorney  
Henrico County, Virginia  
Post Office Box 90775  
Henrico, Virginia 23273-0775

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- (d) Termination. Pursuant to Section 4(c), Applicant is under no obligation to develop the Project and, by notice to the County, may terminate this Agreement by abandonment of the Project and completion of the Decommissioning Plan.
- (e) Non-Business Days. If the date for making any payment or performing any act or exercising any right is not a day when financial institutions are open for business in the Commonwealth of Virginia, such payment must be made or act performed or right exercised on or before the next business day such offices are open for public business.
- (f) Entire Agreement: Amendments. This Agreement and any schedules or exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered, or amended except in a writing executed by all parties hereto. This Agreement may not be changed except in writing signed by all parties
- (g) Construction. This Agreement was drafted with input by the County and Applicant, and no presumption will exist against any Party.
- (h) Liability of Officers and Agents. No officer, agent, or employee of the County or Applicant or its affiliates shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed

to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

- (i) Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one in the same instrument. A signed copy of this Agreement delivered by email/PDF shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic signatures using a nationally recognized service, such as DocuSign, shall be permitted for execution of this agreement period.
- (j) Force Majeure. Any delay in the performance of any of the duties or obligations of either party hereunder (the "**Delayed Party**") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other party of such cause and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- (k) Severability; Invalidity. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness, or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall, subject to any necessary County meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid, and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.
- (l) Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority, or interest in, under or because of the existence of, this Agreement.

*SEE ATTACHED SIGNATURE PAGES*

**IN WITNESS WHEREOF**, the County has caused this Agreement to be executed in its corporate name by the chief executive officer as of the date first written above.

**COUNTY OF HENRICO, VIRGINIA**

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

Name: John A. Vithoukias

Title: County Manager

Date: \_\_\_\_\_

*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*



**IN WITNESS WHEREOF**, the Applicant has caused this Agreement to be executed in its corporate name by its duly authorized officer as of the date first above written.

**BRIDLETON SPE, LLC**

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

*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*

## **Exhibit A**

### **The Property**

Parcels 837-693-5764, 837-695-5661, 838-693-9348, and 839-691-4296 located on the west line of Gill Dale Road approximately 1,700' north of the intersection of Darbytown Road

**Exhibit B**

**Applicant's Preliminary Decommissioning Plan**



**TIMMONS GROUP**  
YOUR VISION ACHIEVED THROUGH OURS.

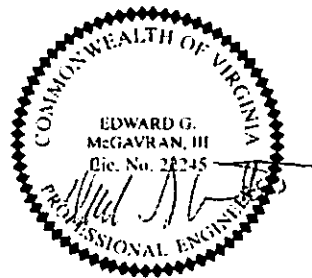
610 East Morehead Street  
Suite 250  
Charlotte, NC 28202

P 704.602.8600  
F 704.376.1076  
[www.timmons.com](http://www.timmons.com)


**Bridleton SPE, LLC**  
**Decommissioning Plan**

**September 2021**

**Vega Renewables, LLC**



# Issue and revision record

 <b>TIMMONS GROUP</b> ENGINEERING DESIGN   TECHNOLOGY 610 E. Morehead Street, Suite 250 Charlotte, NC 28202 (P)704-602-8600 www.timmons.com			<b>ENGINEERING RECORD</b>		<b>DATE</b>
			DES/DRFT BY:		
			ENGINEERED BY: EGM		
			CHECKED BY: NBF		
1	09/07/2				EGM
0	9/03/21		EGM		EGM
<b>REV.</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<b>PREPARED</b>	<b>CHECKED</b>	<b>APPROVED</b>
<p><i>This document is property of Timmons Group. It is strictly forbidden to reproduce this document, in whole or in part, and to provide to others any related information without the previous written consent of Timmons Group.</i></p>					

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### APPENDIX I - Site Layout

## **Executive Summary**

The Bridleton Solar Project ("Project") is a solar-power-generation facility proposed by Bridleton SPE, LLC the ("Owner"). The Project will have a nameplate capacity of 20.0 MWac and will be located in Henrico County near Richmond, Virginia.

The Decommissioning and Restoration Plan ("Plan") has been prepared to address the requirements of the Henrico County Zoning Code. The Project will also comply with any applicable municipal, state and federal regulations. The Plan assumes decommissioning and restoration will occur at the end of the Project's expected useful life of thirty-five (35) years. An overview of all activities related to the removal of the Project's equipment and panels, appurtenant structures, and for restoration of the site to its previous condition (as much as reasonably practicable) can be found in the Plan.

Within 180 days of initiating the decommissioning, the Project Owner will safely have the relevant components from the land removed and will then restore the site as described below.

### **1. Introduction and Project Description**

Owner proposes to develop this Project with a maximum nameplate capacity of 20.0 MW AC as described above and in preliminary engineering designs and specifications. The project owner will lease the land from the landowner.

The following Plan is based on today's known technologies, means, and methods, which may change over the life of the Project.

### **2. Methodology**

This Plan provides an overview of all activities during the decommissioning phase of the Project, as well as all activities related to the restoration of the Project site and the management of excess materials and waste.

### **3. Decommissioning Plan Overview**

The facility has an engineered design life of thirty-five (35) years but may be reasonably expected to economically produce beyond its designed life. This Plan, however, assumes that decommissioning activities will be completed at the end of thirty-five (35) years. In the event the Project continues past the expected useful life of thirty-five (35) years, Owner will furnish Henrico County with an updated Decommissioning Plan to address the subsequent useful life of the Project at that time.

During decommissioning all of the Project's facilities will be dismantled and removed, including the perimeter fences, concrete foundations, steel piles, mounting racks, trackers, Photovoltaic ("PV") modules, above-ground and underground cables, transformers, inverters, fans, switch boxes, fixtures, combiner boxes and project substation. If requested by the landowner, fencing and/or access roads may be left in place. Otherwise, all above ground structures including circuit breakers, chain link fencing that contains the solar panel area, main power transformer and control buildings will be removed. All electrical equipment will be removed for reuse or disposal and will carry a significant salvage value. All fill and gravel will be removed, and the site will be graded to restore terrain profiles to the extent practicable.

Decommissioning is triggered when the Project shall be considered discontinued after eighteen (18) months without energy production. Within 180 days, weather delays notwithstanding, of initiating the decommissioning, Project facilities will be removed and recycled or properly disposed of and the site will be restored in accordance to the process described below.

Project Owner will notify the county prior to reviewing its plans and schedule for decommissioning the Project and restoring the premises.

### **3.1 Decommissioning During Construction (Abandonment of the Project)**

In the unlikely event that the construction of the project ceases prior to completion, the installed components and all materials on the Project site will be removed and recycled or properly disposed of and the site restored in accordance with applicable regulations and the process described below.

### **3.2 Decommissioning After Ceasing Operation**

In the event that the operation of the solar farm ceases prior to the end of its useful economic life, the installed components and all material on the project site will be removed and recycled or properly disposed of, and the site restored in accordance with applicable regulations and the procedures described below.

## **4. Decommissioning of the Renewable Energy Generation Facility**

### **4.1 Equipment Dismantling and Removal**

Many of the Project's components are largely composed of recyclable materials, including glass semiconductor material, steel and wiring. When the project is decommissioned, reusable and recyclable parts will be dismantled, removed from the site and transported to reuse or recycling facilities if applicable.

All waste resulting from the decommissioning of the facility will be transported by a certified and licensed contractor and taken to a landfill facility.



#### 4.1.1 Above-ground Structure Decommissioning

The decommissioning process will consist of the following sequence for the removal of the components:

**Solar Panel Arrays, inverters, transformers and switchgear:**

- De-energize and disconnect the Project from the utility power grid;
- Disconnect all above ground wirings, cables, fuses and electrical and protection components and reuse or recycle off-site by an approved facility;
- Remove concrete foundations of inverter and transformer pads;
- Remove PV modules and metallic structures and ship to reuse or recycling facilities for aftermarket use or recycling and material reuse;
- Remove all waste;
- Remove the perimeter fence and recycle off-site by an approved metal recycler.
- Remove inverters, transformers, meters, fans, lighting fixture, switchgear, and other electrical components and recycle off-site by an approved recycler;

**Access Roads:**

- Project access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the landowner to determine if any access roads may be left in place for their continued use.
- If access road is deemed unnecessary, remove access road and restore access road location as practicable to its previous condition with native soils and seeding. Should the landowner request that the roads remain in place they will not be removed. The plan assumes for cost estimation purposes that the roads will be removed.

#### 4.1.2 Below-ground Structure Decommissioning

- Disconnect and remove all underground cables, conduits and collection lines and recycle off-site by an approved recycling facility.
- Remove all PV panel racking below and above ground, including the steel pile foundations and any associated concrete foundations.
- Remove all Project facilities that are underground and backfill trenches.

This Plan is based on current best industry practices and procedures. These practices may be subject to revision based on the development of new and improved decommissioning practices in the future.

## 4.2 Site Restoration

The Project Owner will develop a comprehensive restoration plan designed to restore the site so it can be returned to its previous use as pasture and agricultural lands. Restoration will include the following:

- Topsoil will be redistributed as necessary to provide essentially the same ground cover as was present prior to the site disturbance.
- Access roads and other areas that become compacted during Project operation will be decompacted to their previous conditions.
- All culverts will be removed and restored.
- Storm water management ponds will be mucked out and filled with suitable soil and compacted.

Where Project infrastructure has been removed, disturbed areas will be seeded to prevent topsoil erosion. Erosion and control measures will be installed at ditches and will be left in place until ground cover is fully established.

### 4.2.1 Watercourses

The project was designed to avoid any waterbodies and the renewable energy facility does not release emissions which could pollute the air and water bodies, therefore no impact to aquatic environment is expected. As a result, no restoration of waterbodies, either during construction or decommissioning is planned. Wetlands will be avoided in the design and construction process.

### 4.2.2 Agricultural Lands

Unless landowner requests otherwise, all Project facilities will be removed, agricultural and silvicultural lands compacted during project operation (such as access roads) will be decompacted via tilling, plowing or subsoiling and affected areas will be seeded with native grass species.

Similar to the construction phase, soil erosion and sedimentation control measures will be re-implemented during the decommissioning period and until the site is stabilized in order to mitigate erosion and silt/sediment runoff.

Access roads will be left based on agreement with the landowner or graded to restore terrain profiles (to the extent practicable) and vegetated. If removed, filter fabric will be bundled and disposed of in accordance with all applicable regulations.

As necessary, these areas will be backfilled and restored to meet existing grade. This material may come from existing long-term berm or stockpile.

The restoration of the site will allow the total runoff from the site to be similar to pre-construction conditions.

### 4.3 Managing Excess Materials and Waste

During the decommissioning phase, waste materials will be removed in accordance with applicable local, state or federal regulations. This will include but not be limited to obtaining all required permits and doing all soil testing as deemed necessary either by permit or additionally by third party professionals to ensure there is no contamination of the site after removal has occurred. It is the goal of the Project Owner to reuse and recycle materials to the extent practicable and to work with local subcontractors and waste firms to segregate material to be recycled. As an example, since the mounting racks are made up of manufactured metal, it is anticipated that nearly 100% of the above grade metal is salvageable based on current industry practices and trends.

Many components of the Project are reusable or recyclable and have salvage value. The Project Owner will manage decommissioning to minimize, to the extent practicable, the volume of project components and materials discarded as waste.

Table 4.1 below outlines the anticipated disposition methods of the different project components.

**Table 4.1 - Anticipated Project Disposition**

<b>Component</b>	<b>Disposition Method</b>
Concrete Foundations	Crush & Recycle
Solar Panels	Reuse or Recycle
Metal Racks & Mounts	Salvage/Recycle
Steel Piles & Rack Foundations	Salvage/Recycle
Wiring & Cabling	Recycle/Salvage
Inverters, Transformers, & Breakers	Salvage/Recycle/Reuse
Granular Material	Reuse/Dispose
34.5 kV Switchgear/Circuit Breakers	Reuse/sell
Fence Steel	Salvage/Recycle
Project Controls	Dispose/Reuse

Major pieces of equipment such as transformers and breakers are recyclable and reusable and will have significant market value. The solar panels are expected to retain over 75% of their generation capability after 35 years of operation so their market value as a reusable item is very high.

Existing solar panel manufacturers have programs to buy and salvage panels. These programs extract the raw materials in the panels to make new panels at a significant discount from new material costs. Recycled materials include the semiconductor and glass.

Other components such as electrical cable have a high salvage-market value due to their copper and aluminum content. The same is true for the steel and aluminum racks and foundations that support the solar panels.

As the great majority of the facility will consist of reusable and recyclable items, only a small percentage of the project components and materials will be disposed of in landfills. Any items or materials that are landfilled will be nontoxic. The Project Owner will assume the responsibility for removing this material from the site and properly disposing of it.

## 5. Decommissioning Costs and Salvage

The following table below lists the estimated decommissioning costs to remove the project components and restore the site to its previous condition.

**Table 5.1 – Detailed Decommissioning Costs**  
**Bridleton Solar Project**  
**Detailed Decommissioning and Restoration Cost Estimate**

Item	Qty	Cost/Unit	Total Cost
400 W Solar Panels	65,124	\$5/unit	\$325,620
Solar Panel Support Steel Piles	11,580	\$15/unit	\$173,700
Solar Panel Racks	965	\$50/unit	\$48,250
4000 KVA Inverters	6	\$3,000/unit	\$18,000
3600 KVA Transformers	6	\$3,000/unit	\$18,000
Fence Removal	18,700 ft.	\$1/ft.	\$18,700
Conductor Removal (LV & DC)	500,000 ft.	\$0.20/ft.	\$100,000
MV Conductor Removal	5,000 ft.	\$5/ft.	\$25,000
Storm Water Management Ponds	6	\$5,000	\$30,000
Culvert Removals	6	5,000	\$30,000
34.5 kV Circuit Breakers	1	\$10,000	\$10,000
Site Remediation	125 acres	\$2,500/acre	\$312,500
Engineering & Permitting			\$15,000
<b>Total</b>			<b><u>\$1,124,770</u></b>

Project Size: 20.0 MW ac (26.0 MW dc)

Project land area: approximately 255 acres

Disturbed land area: approximately 100 acres

\*Final project design may not include these facilities

## 6. Decommissioning Assumptions

To develop a cost estimate for the decommissioning of the Project, Timmons Group made the following assumptions and costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. We developed time and materials-based estimates considering composition of work crews. When materials have a salvage value at the end of the project life, the construction activity costs and from the hauling/freight cost are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Decommissioning year is based on a projected life of the project of 35 years.
2. This Cost Estimate is based on the Timmons data request forwarded June 2021.
3. Common labor will be used for the majority of the tasks except for heavy equipment operation. Pricing is based on local Southeast US labor rates.
4. Permit applications required include the preparation of a Stormwater Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.
5. Road gravel removal was estimated on a time and material basis using a 16-foot width and an 8-inch thickness for the access roads. Road aggregate can often be disposed of by giving to landowner for use on driveways and parking areas.
6. Fence removal includes loading, hauling, and recycling or disposal. Fences and posts weigh approximately 2.3 pounds per foot.
7. Array support posts are generally lightweight "I" beam sections installed with a piece of specialized tracked equipment. Crew productivity is approximately 240 posts per day, and the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately \$13.00. We assume a cost of \$15.00 per post to include hauling fees and contingencies.
8. A metal recycling facility (FEA Salvage and Recycling) is located in Orange, Virginia and is relatively close to the project site. Steel scrap pricing was acquired from [www.scrapmonster.com](http://www.scrapmonster.com).
9. The solar panels rated at both 470 watts and 355 watts and can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 12 panels per hour.
10. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic so the site turf establishment cost is based on RS Means unit prices for applying lime, fertilizer, and seed at the price of per acre plus an allowance for some areas to be decompact.
11. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed a 20% recovery of these units based on field experience with used transformers as opposed to trying to break them down into raw material components.
12. The underground collection lines are assumed to be aluminum conductor.

13. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision

For all medium voltage transformers, breakers and other items, Southeastern Transformer Company in Dunn, NC provides complete repair, upgrading and recycling and resale for all items mentioned above. Their website is: <https://www.setransformer.com>. They have a national presence.

For any and all recycling and upgrading, Solomon Corporation offers the same set of services for transformer repair and recycling and complete substation decommissioning services. With seven different locations, Solomon is one of several vendors that can decommission and recycle the components as noted above. Their website is: <https://www.solomoncorp.com/>. Solomon Corporation is only one of many transmission and distribution recycle and decommissioning shops that do this mainly to harvest the components.

For recycling conductor, General Cable and Southwire both utilize extensive scrap procurement programs to reuse copper and aluminum conductor harvested from projects such as this one to supplement and reduce their raw material costs.

Here is the link to the General Cable program which only increases the salvage values found in this Plan: General Cable Recycling <https://es.generalcable.com/na/us-can/socialresponsibility/sustainability/recycling>

As for solar panels, they are in demand as salvageable items either in whole or for their raw material. According to the International Renewable Energy Agency (IRENA), more than 90% of all the materials are high grade silicon, aluminum and glass and are typically harvested to produce new panels. This is far less expensive than buying unprocessed raw materials for production.

The base industry assumption is that since solar panels are expected to retain about 75% of their production capability after 35 years of use, a salvage value of 10% of original cost is a low estimate of their expected value and as we note in assumption. This considers possible technology improvements and undervalues the anticipated salvage value of the panel's raw materials. The Solar Energy Industries Association (SEIA) has an approved set of PV recycling vendors that specialize in doing this today and they can be found at: <https://www.seia.org/initiatives/seia-national-pv-recycling-program>.

First Solar, which has been active in the solar industry since its inception, takes solar modules and recycles 90% of the semiconductor material which is then reused in new modules. 90% of the glass product can be reused as new glass products, including panels and fiber optic cable. We can conclude that realistically the estimated 10% salvage value is low and reflects a conservative figure. Information about First Solar's recycling program is at: <http://www.firstsolar.com/en/Modules/Recycling>.

## **7. Decommissioning Notification**

The owner will notify Henrico County of project termination. The decommissioning process will begin when Henrico County issues a notice of abandonment following notification of intent to decommission.

## **8. Decommissioning Security**

The gross cost estimate for decommissioning will be secured by an adequate surety in form agreed to by Henrico County. The amount of the surety will be determined by a Virginia licensed engineer and the engineer will revisit the decommissioning bond amount every 5 years to ensure the bond amount is sufficient based on current market pricing.



**APPENDIX I**  
**Site Plan**





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 151-22
Page No. 1 of 2

Agenda Title: ORDINANCE — Vacation of Building Line — Brandon Subdivision — Tuckahoe District

Form containing Board of Supervisors Action details, including date (5/10/2022), moved/seconded by (Thornton/Nelson), and a table of supervisor votes (Branin, Nelson, O'Bannon, Schmitt, Thornton) with checkmarks and the word 'APPROVED' in large letters.

WHEREAS, Mark and Susanne Schnittger, the owners of 9309 Belfort Road, asked the County to vacate the 50' building line located on their property ("Building Line"); and,

WHEREAS, the plat showing the Building Line is recorded in the Clerk's Office of the Circuit Court of Henrico County (the "Clerk's Office") in Plat Book 29, Page 62 (Exhibit A); and,

WHEREAS, this Ordinance was advertised pursuant to Va. Code § 15.2-2204, and the Board held a public hearing on May 10, 2022; and,

WHEREAS, it appears to the Board that no owner of any lot shown on the plat will be irreparably damaged by the vacation.

NOW, THEREFORE, BE IT ORDAINED by the Board that:

- 1) the 50' building line on Lot 3, Block D, Section B, Brandon subdivision, 9309 Belfort Road, shown on Exhibits A and B, is vacated in accordance with Va. Code § 15.2-2272(2);
2) this Ordinance shall become effective 30 days after its passage as provided by law;
3) the Clerk of the Circuit Court of Henrico County (the "Clerk"), is authorized, upon receipt of payment therefor, to record a certified copy of this Ordinance in the Clerk's Office after the expiration of 30 days from its passage, provided no appeal has been taken to the Circuit Court;

By Agency Head [Signature] By County Manager [Signature]

Certified: A Copy Teste: Clerk, Board of Supervisors
Date:

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 151-22

Page No. 2 of 2

**Agenda Title: ORDINANCE — Vacation of Building Line — Brandon Subdivision — Tuckahoe District**

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- 4) the Clerk is further authorized to index the Ordinance on the grantor and grantee sides of the general index to deeds in the names of Mark and Susanne Schnittger, their successors or assigns; and,
- 5) the Clerk shall note this vacation as provided in Va. Code § 15.2-2276.

Comments: The Real Property Division processed the requested vacation through the Departments of Planning, Public Works, and Public Utilities without objection. The Director of Real Property recommends approval of the Board paper; the County Manager concurs.

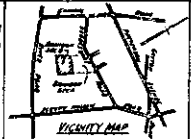
62

In the Office of Clerk of the Circuit Court of the County of Henrico, December 3 1958

DEC 3 - 1958

This deed was presented and with the certificate annexed, admitted to record at 2:10 o'clock P.M. Term Edward C. Clinger

PRESENTED IN OFFICE AND WITH CERTIFICATE ADMITTED TO RECORD AT 2:10 O'CLOCK P.M. RECORDED IN DEED BOOK PAGE AND



Lot	Area	Area	Area
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
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20	10,000	10,000	10,000
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
24	10,000	10,000	10,000
25	10,000	10,000	10,000

**SUBDIVISION CERTIFICATE**  
The subdivision of the land shown on this plat designated as **Section B**, is with the free consent and in accordance with the desires of the undersigned owners and trustees. The description of the streets and easements are of the width and extent shown on this plan. The easements are for drainage and utilities, and are subject to the right of the County of Henrico and the City of Richmond, Va., to establish other road easements, at any future time, without cost for the property involved. Given under our hands and seals this 3 day of December 1958

William J. Clark former trustee (deceased) also owner  
Edward C. Clinger trustee

**STATE OF VIRGINIA**  
**CITIZEN OF RICHMOND, VIRGINIA**  
James F. Sloan, Jr., a Notary Public, in and for the City of Richmond in the State of Virginia, hereby certify that James F. Sloan, Jr. and Jane Catherine Sloan, Owners and Thomas H. Porter, Jr. and Ellsworth W. Hiltner, Trustees, whose names are signed to the above certificate, have acknowledged the same before me, in my city and state aforesaid, given under my hand and seal this 3 day of December 1958

James F. Sloan, Jr. Notary Public  
My Commission expires 2nd January 1962

**SOURCE OF TITLE**  
The property embraced within the limits of this subdivision was conveyed to James F. Sloan, Jr. and Jane Catherine Sloan by George T. Carter and John B. Carter by Deed dated July 15, 1955 and recorded February 11, 1956 in Deed Book 101 Page 205 in the office of the Clerk of the Circuit Court of Henrico County, Virginia

William L. Miller  
Foster & Miller

**ENGINEER'S CERTIFICATE**  
To the best of our knowledge and belief, all of the requirements, as set forth in the ordinance for division of lots or subdivisions for a subdivision in Henrico County, Virginia, have been complied with. Signed, Julian Mercer, 1958, as set by January 1, 1965

William L. Miller  
Approved by the CITY PLANNING COMMISSION

DATE 12 17 1958  
Director Paul H. Clark

APPROVED  
DEC 3 1958  
By James F. Sloan, Jr.  
COUNTY CLERK

NOTES:  
1. RESIDENTIAL  
2. WATER  
3. SEWER  
4. ELECTRIC LINES  
5. FIRE HYDRANTS  
6. GAS LINES  
7. TRUNK LINES  
8. TRUNK LINES  
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24. TRUNK LINES  
25. TRUNK LINES

FOSTER & MILLER  
ENGINEER-SURVEYORS  
RICHMOND, VIRGINIA

BRANDON  
SECTION B  
TUCKAHOE DISTRICT  
HENRICO COUNTY  
VIRGINIA  
SCALE 1"=100'  
AUGUST 7, 1958

Exhibit A

# Exhibit B





**EMERGENCY ORDINANCE – To Reduce Penalties and Interest on Late Payments of Taxes for Personal Property and Machinery and Tools to Zero Percent from June 6 to August 5, 2022, and to Extend the Time for Payment of Vehicle License Taxes to August 5, 2022**

WHEREAS, the County determines the value of certain vehicles for personal property taxes using a nationally recognized pricing guide, as required by Section 58.1-3503(A)(3), (4), (5), and (10) of the Code of Virginia; and,

WHEREAS, the value of vehicles in the County increased on average by more than 35% in 2022, leading to higher personal property tax bills for many taxpayers; and,

WHEREAS, the first installment of tax payments for personal property and machinery and tools is due to the County without penalty and interest on June 6, 2022; and,

WHEREAS, many taxpayers, including those on a fixed income, may have difficulty paying the first installment by the deadline because of increased vehicle values; and,

WHEREAS, the Board wishes to enact an ordinance providing additional time for taxpayers to pay taxes for personal property and machinery and tools; and,

WHEREAS, Section 15.2-1427(F) of the Code of Virginia provides that the Board may adopt emergency ordinances without prior notice, provided that no such ordinance may be enforced for more than 60 days unless readopted in conformity with the provisions of the Code; and,

WHEREAS, the Board wishes to adopt this ordinance on an emergency basis until such time as it may be readopted in conformity with the provisions of the Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. Reduction of Penalties and Interest for Late Payments of Taxes for Personal Property and Machinery and Tools; Extension of Time to Pay Vehicle License Taxes.

(a) *Reduced penalty.* Notwithstanding the provisions of Section 20-108 of the Code of the County of Henrico, any person who fails to pay taxes for tangible personal property or machinery and tools first due on June 6, 2022, will incur a penalty of zero percent for that failure, so long as such person pays the taxes on or before August 5, 2022. If such taxes are not paid on or before August 5, 2022, then on August 6, 2022, such person will incur a penalty in the amount of 10 percent of the tax past due, and such penalty will become part of the tax.

(b) *Reduced interest.* Notwithstanding the provisions of Section 20-108 of the Code of the County of Henrico, there will be assessed interest at the rate of zero percent per year between June 6, 2022, and August 5, 2022, and four percent per year thereafter, on past due taxes for tangible personal property and machinery and tools that were first due on June 6, 2022.

(c) *Extension of vehicle license taxes.* Payment of any vehicle license tax levied under Article VI of Chapter 22 of the Code of the County of Henrico first due on or between June 6, 2022, and August 5, 2022, will instead be first due on August 5, 2022.



2. That this ordinance will be in full force and effect on and after its passage as provided by law but will not remain in full force and effect for more than 60 days unless readopted in conformity with the provisions of the Code of Virginia.



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 153-22

Page 1 of 1

**Agenda Title: INTRODUCTION OF ORDINANCE — To Reduce Penalties and Interest on Late Payments of Taxes for Personal Property and Machinery and Tools to Zero Percent from June 6 to August 5, 2022, and to Extend the Time for Payment of Vehicle License Taxes to August 5, 2022**

For Clerk's Use Only:	BOARD OF SUPERVISORS ACTION	YES NO OTHER
Date: <u>5/10/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	Moved by (1) <u>Shmitt</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____ REMARKS: <b>APPROVED</b>	Branin, T. _____ <u>absent</u> Nelson, T. <u>✓</u> _____ O'Bannon, P. <u>✓</u> _____ Schmitt, D. <u>✓</u> _____ Thornton, F. <u>✓</u> _____

The Clerk is authorized to advertise in the Richmond Times-Dispatch on May 24 and 31, 2022, the following ordinance for a public hearing to be held on June 14, 2022, at 7:00 p.m. in the Board Room.

"AN ORDINANCE to reduce penalties and interest on late payments of taxes for personal property and machinery and tools to zero percent from June 6 to August 5, 2022, and to extend the time for payment of vehicle license taxes to August 5, 2022. A copy of the full text of this ordinance shall be on file in the Office of the County Manager."

Comment: The Director of Finance recommends approval of the Board paper, and the County Manager concurs.

By Agency Head Shah Smit By County Manager [Signature]

Copy to: \_\_\_\_\_

Certified: \_\_\_\_\_  
A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

**ORDINANCE – To Reduce Penalties and Interest on Late Payments of Taxes for Personal Property and Machinery and Tools to Zero Percent from June 6 to August 5, 2022, and to Extend the Time for Payment of Vehicle License Taxes to August 5, 2022**

WHEREAS, the County determines the value of certain vehicles for personal property taxes using a nationally recognized pricing guide, as required by Section 58.1-3503(A)(3), (4), (5), and (10) of the Code of Virginia; and,

WHEREAS, the value of vehicles in the County increased on average by more than 35% in 2022, leading to higher personal property tax bills for many taxpayers; and,

WHEREAS, the first installment of tax payments for personal property and machinery and tools is due to the County without penalty and interest on June 6, 2022; and,

WHEREAS, many taxpayers, including those on a fixed income, may have difficulty paying the first installment by the deadline because of increased vehicle values; and,

WHEREAS, the Board wishes to enact an ordinance providing additional time for taxpayers to pay taxes for personal property and machinery and tools; and,

WHEREAS, the Board originally adopted this ordinance on an emergency basis, pursuant to Section 15.2-1427(F) of the Code of Virginia, and now wishes to readopt the ordinance in conformance with requirements of that Code section.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. Reduction of Penalties and Interest for Late Payments of Taxes for Personal Property and Machinery and Tools; Extension of Time to Pay Vehicle License Taxes.

(a) *Reduced penalty.* Notwithstanding the provisions of Section 20-108 of the Code of the County of Henrico, any person who fails to pay taxes for tangible personal property or machinery and tools first due on June 6, 2022, will incur a penalty of zero percent for that failure, so long as such person pays the taxes on or before August 5, 2022. If such taxes are not paid on or before August 5, 2022, then on August 6, 2022, such person will incur a penalty in the amount of 10 percent of the tax past due, and such penalty will become part of the tax.

(b) *Reduced interest.* Notwithstanding the provisions of Section 20-108 of the Code of the County of Henrico, there will be assessed interest at the rate of zero percent per year between June 6, 2022, and August 5, 2022, and four percent per year thereafter, on past due taxes for tangible personal property and machinery and tools that were first due on June 6, 2022.

(c) *Extension of vehicle license taxes.* Payment of any vehicle license tax levied under Article VI of Chapter 22 of the Code of the County of Henrico first due on or between June 6, 2022, and August 5, 2022, will instead be first due on August 5, 2022.

2. That this ordinance will continue in full force and effect from its original date of adoption on an emergency basis on May 10, 2022.



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No: 54-22

Page No. 1 of 1

Agenda Title: RESOLUTION — Signatory Authority — Amendment to Lease — 7740 Shrader Road —  
Brookland District

For Clerk's Use Only: Date: <u>5/10/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Schmitt</u> Seconded by (1) <u>Johnson</u> (2) _____ (2) _____ REMARKS: <b>APPROVED</b>	<table border="0"> <tr> <td></td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> <td style="text-align: center;">OTHER</td> </tr> <tr> <td>Branin, T.</td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> <td style="text-align: center;"><u>absent</u></td> </tr> <tr> <td>Nelson, T.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>O'Bannon, P.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>Schmitt, D.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>Thornton, F.</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> </table>		YES	NO	OTHER	Branin, T.	___	___	<u>absent</u>	Nelson, T.	<input checked="" type="checkbox"/>	___	___	O'Bannon, P.	<input checked="" type="checkbox"/>	___	___	Schmitt, D.	<input checked="" type="checkbox"/>	___	___	Thornton, F.	<input checked="" type="checkbox"/>	___	___
	YES	NO	OTHER																							
Branin, T.	___	___	<u>absent</u>																							
Nelson, T.	<input checked="" type="checkbox"/>	___	___																							
O'Bannon, P.	<input checked="" type="checkbox"/>	___	___																							
Schmitt, D.	<input checked="" type="checkbox"/>	___	___																							
Thornton, F.	<input checked="" type="checkbox"/>	___	___																							

WHEREAS, the County currently leases 1,902 square feet of office space at 7740 Shrader Road for use by the Human Resources Employee Health Services clinic to deliver on-site medical services to its employees; and,

WHEREAS, to better serve its clients, Human Resources Employee Health Services wishes to lease an additional 1,315 square feet of office space at the same address; and,

WHEREAS, the County has negotiated a lease amendment to lease the expanded space for seven years; and,

WHEREAS, the annual rent will be \$59,570 for the first year and will increase 3% each year thereafter; and,

WHEREAS, the amendment provides for suite refurbishments, including relocation of walls, doors, and fixtures, all at the landlord's expense.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County Manager is authorized to execute the lease amendment in a form approved by the County Attorney.

Comments: The lease is subject to annual appropriation. The Directors of Human Resources and Real Property recommend approval of the Board paper; the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_  
 Clerk, Board of Supervisors

Copy to: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 155-22

Page No. 1 of 1

**Agenda Title: RESOLUTION — Signatory Authority — Richmond-Henrico Turnpike Improvements Project — Agreement for Continued Possession by Tenant After Closing — Fairfield District**

For Clerk's Use Only: Date: <u>5/10/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Mouta</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____ REMARKS: <div style="font-size: 2em; font-weight: bold; text-align: center;">APPROVED</div>	<table border="0"> <tr> <td></td> <td align="center">YES</td> <td align="center">NO</td> <td align="center">OTHER</td> </tr> <tr> <td>Branin, T.</td> <td align="center">—</td> <td align="center">—</td> <td align="center"><u>absent</u></td> </tr> <tr> <td>Nelson, T.</td> <td align="center">✓</td> <td align="center">—</td> <td align="center">—</td> </tr> <tr> <td>O'Bannon, P.</td> <td align="center">✓</td> <td align="center">—</td> <td align="center">—</td> </tr> <tr> <td>Schmitt, D.</td> <td align="center">✓</td> <td align="center">—</td> <td align="center">—</td> </tr> <tr> <td>Thornton, F.</td> <td align="center">✓</td> <td align="center">—</td> <td align="center">—</td> </tr> </table>		YES	NO	OTHER	Branin, T.	—	—	<u>absent</u>	Nelson, T.	✓	—	—	O'Bannon, P.	✓	—	—	Schmitt, D.	✓	—	—	Thornton, F.	✓	—	—
	YES	NO	OTHER																							
Branin, T.	—	—	<u>absent</u>																							
Nelson, T.	✓	—	—																							
O'Bannon, P.	✓	—	—																							
Schmitt, D.	✓	—	—																							
Thornton, F.	✓	—	—																							

WHEREAS, on September 12, 2017, the Board authorized execution of the project administration agreement for the improvement of Richmond-Henrico Turnpike between Hummingbird Road and E. Laburnum Avenue (the "Project"); and,

WHEREAS, Matthew L. Bailey (the "Seller") agreed to sell certain real estate known as 600 Grayson Avenue, Henrico, Virginia, GPIN # 793-741-6412 (the "Property") to the County for the Project; and,

WHEREAS, Caudie B. Kelley (the "Tenant") has leased the Property from the Seller and desires to continue to possess the Property until the Tenant occupies suitable replacement housing, or 11:59 p.m., July 31, 2022, whichever comes first; and,

WHEREAS, the terms under which the Tenant would continue to occupy the Property after the Seller conveys the Property to the County are memorialized in an Agreement for Continued Possession by Tenant After Closing (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County Manager is authorized to execute the Agreement in a form approved by the County Attorney.

Comments: The Directors of Real Property and Public Works and the Deputy County Manager for Community Operations recommend approval of the Board paper; the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_  
 Clerk, Board of Supervisors

Copy to: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 156-22

Page No. 1 of 2

**Agenda Title: RESOLUTION – Award of Contract – Alycia Avenue Sewer Rehabilitation – Brookland District**

For Clerk's Use Only: Date: <u>5/10/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Schmitt</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____ REMARKS: <div style="font-size: 2em; font-weight: bold; text-align: center;">APPROVED</div>	YES NO OTHER Branin, T.    ___ ___ <u>about</u> Nelson, T. <u>✓</u> ___ ___ O'Bannon, P. <u>✓</u> ___ ___ Schmitt, D. <u>✓</u> ___ ___ Thornton, F. <u>✓</u> ___ ___
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**WHEREAS**, the County received four bids on March 30, 2022, in response to ITB 22-2299-2JL and Addendum No. 1 for construction of the Alycia Avenue Sewer Rehabilitation project; and,

**WHEREAS**, the project consists of replacing approximately 970 linear feet of 8-inch and 10-inch sanitary sewer and the cured-in-place rehabilitation of approximately 650 linear feet of 8-inch and 10-inch sanitary main along Hermitage Road, Alycia Avenue, and Dalmain Drive; and,

**WHEREAS**, the bids were as follows:

<u>Bidders</u>	<u>Bid Amounts</u>
Walter C. Via Enterprises, Inc. West Point, VA	\$728,599
G. L. Howard, Inc. Rockville, VA	\$1,082,800
Tidewater Utility Construction, Inc. Suffolk, VA	\$1,330,300
Enviroscape, Inc. Sandston, VA	\$1,385,750

**WHEREAS**, after a review and evaluation of the bids, it was determined that Walter C. Via Enterprises, Inc. is the lowest responsive and responsible bidder for the fixed price contract with a bid of \$728,599.

By Agency Head [Signature] By County Manager [Signature]

Copy to: \_\_\_\_\_ Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_ Clerk, Board of Supervisors  
 Date: \_\_\_\_\_

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 156-22

Page No. 2 of 2

**Agenda Title: RESOLUTION – Award of Contract – Alycia Avenue Sewer Rehabilitation – Brookland District**

---

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors:

1. The contract for \$728,599 is awarded to Walter C. Via Enterprises, Inc., the lowest responsive and responsible bidder, pursuant to ITB 22-2299-2JL, Addendum No. 1, and the base bid submitted by Walter C. Via Enterprises, Inc.
2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.
3. The County Manager, or the Purchasing Director as his designee, is authorized to execute change orders within the scope of the project budget not to exceed 15% of the original contract amount.

**Comment:** The Director of Public Utilities and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 157-22

Page No. 1 of 2

**Agenda Title: RESOLUTION – Award of Contract – Annual Contract for Asphalt-In-Place Services**

For Clerk's Use Only: Date: <u>5/19/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Shoute</u> Seconded by (1) <u>Schmitt</u> (2) _____ (2) _____ REMARKS: <div style="font-size: 2em; font-weight: bold; text-align: center;">APPROVED</div>	<table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> <td style="text-align: center;">OTHER</td> </tr> <tr> <td>Branin, T.</td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> <td style="text-align: center;"><u>about</u></td> </tr> <tr> <td>Nelson, T.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>O'Bannon, P.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>Schmitt, D.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>Thornton, F.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> </table>		YES	NO	OTHER	Branin, T.	___	___	<u>about</u>	Nelson, T.	<u>✓</u>	___	___	O'Bannon, P.	<u>✓</u>	___	___	Schmitt, D.	<u>✓</u>	___	___	Thornton, F.	<u>✓</u>	___	___
	YES	NO	OTHER																							
Branin, T.	___	___	<u>about</u>																							
Nelson, T.	<u>✓</u>	___	___																							
O'Bannon, P.	<u>✓</u>	___	___																							
Schmitt, D.	<u>✓</u>	___	___																							
Thornton, F.	<u>✓</u>	___	___																							

**WHEREAS**, the County received three bids on March 10, 2022, in response to ITB 22-2301-2EAR for the annual contract for asphalt-in-place services; and,

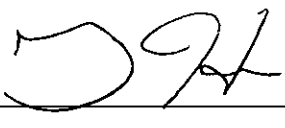

**WHEREAS**, the contract is to furnish all tools, labor, materials, equipment, fees, and supervision necessary to provide asphalt-in-place services when requested by the Department of Public Works, for a contract period ending April 30, 2023, with the option for the County to extend the contract for two additional one-year terms; and,

**WHEREAS**, the bids were as follows:

<u>Bidders</u>	<u>Bid Amounts</u>
Lee Hy Paving Group Glen Allen, VA	\$2,375,000.00
Allan Myers VA, Inc. Glen Allen, VA	\$2,595,777.11
Branscome Rockville, VA	\$3,114,770.00

**WHEREAS**, the bid amounts were calculated by multiplying the estimated unit quantities listed in the bid documents times the unit prices set out in the bids; and,

**WHEREAS**, after a review and evaluation of the bids, it was determined that Lee Hy Paving Group is the lowest responsive and responsible bidder for the unit price contract.

By Agency Head  By County Manager 

Copy to: \_\_\_\_\_  
 Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_ Clerk, Board of Supervisors  
 Date: \_\_\_\_\_



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 157-22

Page No. 2 of 2

**Agenda Title: RESOLUTION – Award of Contract – Annual Contract for Asphalt-In-Place Services**

---

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors:

1. The contract is awarded to Lee Hy Paving Group, the lowest responsive and responsible bidder, in the amount of \$2,375,000 pursuant to ITB 22-2301-2EAR, and the bid submitted by Lee Hy Paving Group.
2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.

**Comment:** The Director of Public Works and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 158-22

Page No. 1 of 1

**Agenda Title: RESOLUTION – Award of Contract – Annual Contract for Surface Asphalt Recycling**

For Clerk's Use Only: Date: <u>5/10/2022</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Schmitt</u> Seconded by (1) <u>Nelson</u> (2) _____ (2) _____ REMARKS: <div style="font-size: 2em; font-weight: bold; text-align: center;">APPROVED</div>	<table style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">YES</td> <td style="text-align: center;">NO</td> <td style="text-align: center;">OTHER</td> </tr> <tr> <td>Branin, T.</td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> <td style="text-align: center;"><u>absent</u></td> </tr> <tr> <td>Nelson, T.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>O'Bannon, P.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>Schmitt, D.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> <tr> <td>Thornton, F.</td> <td style="text-align: center;"><u>✓</u></td> <td style="text-align: center;">___</td> <td style="text-align: center;">___</td> </tr> </table>		YES	NO	OTHER	Branin, T.	___	___	<u>absent</u>	Nelson, T.	<u>✓</u>	___	___	O'Bannon, P.	<u>✓</u>	___	___	Schmitt, D.	<u>✓</u>	___	___	Thornton, F.	<u>✓</u>	___	___
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Nelson, T.	<u>✓</u>	___	___																							
O'Bannon, P.	<u>✓</u>	___	___																							
Schmitt, D.	<u>✓</u>	___	___																							
Thornton, F.	<u>✓</u>	___	___																							

**WHEREAS**, the County received one bid on March 10, 2022, in response to ITB 22-2304-2EAR for the annual contract for surface asphalt recycling; and,

**WHEREAS**, the contract is to furnish all tools, labor, materials, equipment, fees, and supervision necessary for surface asphalt recycling on County streets when requested by the Department of Public Works and other County departments as needed, for a contract period ending April 30, 2023, with the option for the County to extend the contract for two additional one-year terms; and,

**WHEREAS**, the bid was as follows:

<u>Bidder</u>	<u>Bid Amount</u>
American Asphalt Recycling, Inc. New Lenox, IL	\$982,200

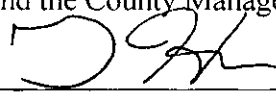

**WHEREAS**, the bid amount was calculated by multiplying the estimated unit quantities listed in the bid documents times the unit prices set out in the bid; and,

**WHEREAS**, after a review and evaluation of the bid, it was determined that American Asphalt Recycling, Inc. is the lowest responsive and responsible bidder for the unit price contract.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors:

1. The contract is awarded to American Asphalt Recycling, Inc., the lowest responsive and responsible bidder, in the amount of \$982,800 pursuant to ITB 22-2304-2EAR, and the bid submitted by American Asphalt Recycling, Inc.
2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.

**Comment:** The Director of Public Works and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.

By Agency Head  By County Manager 

Certified: \_\_\_\_\_  
 A Copy Teste: \_\_\_\_\_  
 Clerk, Board of Supervisors

Copy to: \_\_\_\_\_

Date: \_\_\_\_\_



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 159-22

Page No. 1 of 1

**Agenda Title: RESOLUTION – Signatory Authority – Agreement with Virginia Department of Transportation – Lakeside Avenue Bridge Replacement – Fairfield District**

<p>For Clerk's Use Only:</p> <p>Date: <u>5/10/2022</u></p> <p><input checked="" type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p><input type="checkbox"/> Amended</p> <p><input type="checkbox"/> Deferred to:</p>	<p><b>BOARD OF SUPERVISORS ACTION</b></p> <p>Moved by (1) <u>Schmitt</u> Seconded by (1) <u>Thornton</u></p> <p>(2) _____ (2) _____</p> <p>REMARKS:</p> <p align="center"><b>APPROVED</b></p>	<table border="0"> <tr> <td></td> <td>YES</td> <td>NO</td> <td>OTHER</td> </tr> <tr> <td>Branin, T.</td> <td>_____</td> <td>_____</td> <td><u>absent</u></td> </tr> <tr> <td>Nelson, T.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>O'Bannon, P.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Schmitt, D.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Thornton, F.</td> <td><input checked="" type="checkbox"/></td> <td>_____</td> <td>_____</td> </tr> </table>		YES	NO	OTHER	Branin, T.	_____	_____	<u>absent</u>	Nelson, T.	<input checked="" type="checkbox"/>	_____	_____	O'Bannon, P.	<input checked="" type="checkbox"/>	_____	_____	Schmitt, D.	<input checked="" type="checkbox"/>	_____	_____	Thornton, F.	<input checked="" type="checkbox"/>	_____	_____
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Thornton, F.	<input checked="" type="checkbox"/>	_____	_____																							

**WHEREAS**, the Department of Public Works has negotiated an agreement with the Virginia Department of Transportation (VDOT) under which VDOT will reimburse part of the County's cost to demolish and replace the Lakeside Avenue Bridge with a new bridge, bridge approaches, drainage structures, guardrail, and a retaining wall (the "Project"); and,

**WHEREAS**, the estimated construction cost is \$5,627,000 of which VDOT will reimburse the County up to \$3,485,000 from the Federal State of Good Repair Program, and the County will pay for the remainder of the Project cost.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors that the County Manager is authorized to execute a Project administration agreement with VDOT in a form approved by the County Attorney.

**BE IT FURTHER RESOLVED** that the County will provide the necessary oversight to ensure that the Project is developed in accordance with the applicable federal, state, and local requirements for design, right-of-way acquisition, and construction of the Project.

**COMMENT:** The Director of Public Works recommends approval of the Board paper, and the County Manager concurs.

By Agency Head  By County Manager 

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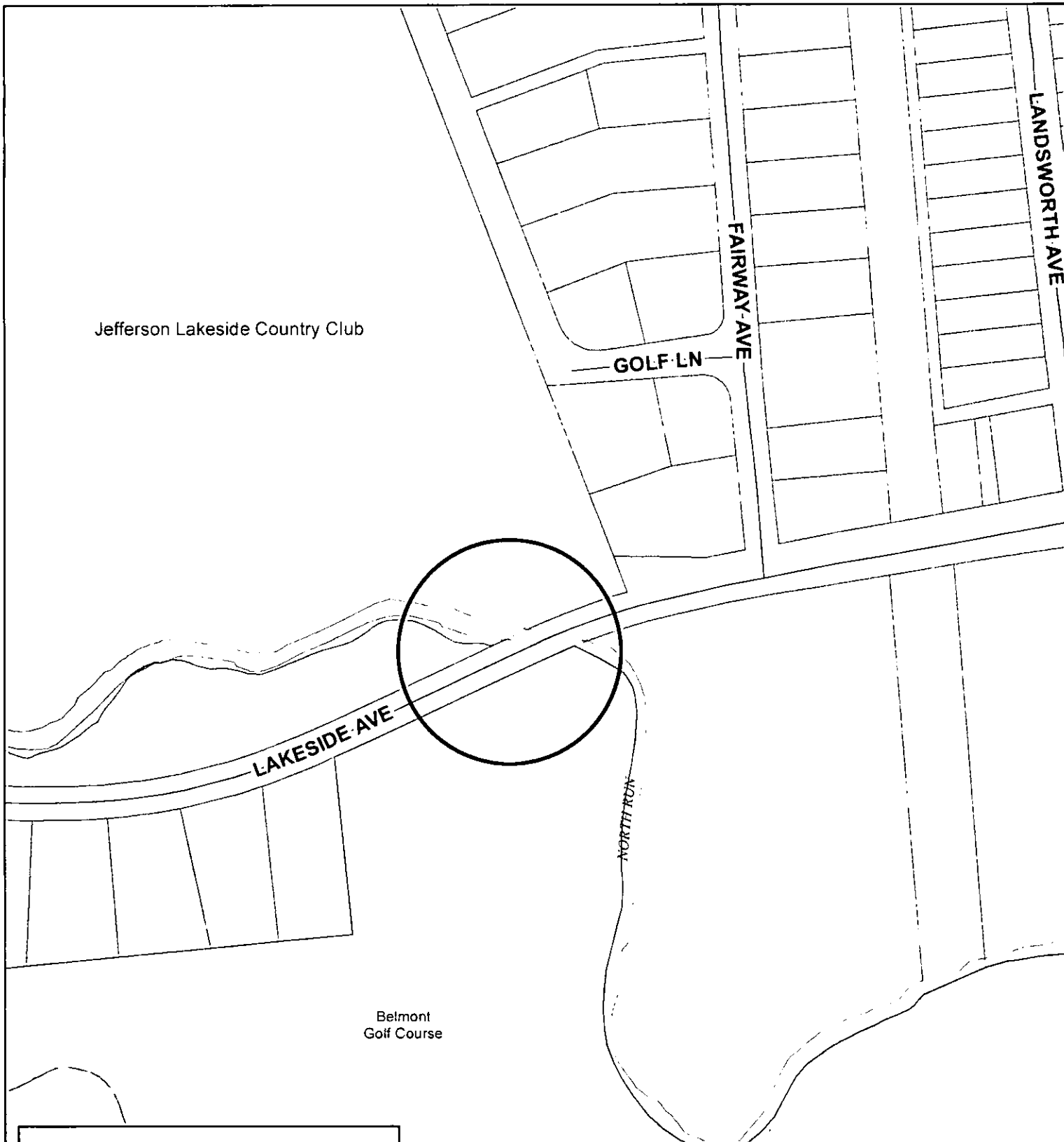
Certified: \_\_\_\_\_  
A Copy Teste: \_\_\_\_\_

Clerk, Board of Supervisors


Date: \_\_\_\_\_




# Lakeside Avenue Bridge Replacement



**Legend** 1 inch = 200 feet

 Bridge Replacement

200 100 0 200  
 Feet

SIGNATORY AUTHORITY - AGREEMENT  
 WITH VIRGINIA DEPARTMENT OF  
 TRANSPORTATION - LAKESIDE AVENUE  
 BRIDGE REPLACEMENT  
 DISTRICT: FAIRFIELD  
 DATE: MAY 10, 2022



APPROVED