



NEW KENT COUNTY BOARD OF SUPERVISORS

March 30, 2022, 9:00 AM

Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA
23124 - WORK SESSION

AGENDA

CALL TO ORDER AND ROLL CALL

Times are approximate

- 9:00 a.m. ITEM 1 **Co-sponsorship Sports Leagues**
Assistant Parks & Recreation Director Jason Baldwin
- 9:15 a.m. ITEM 2 **Rappahannock Community College Presentation**
RCC President Dr. Shannon Kennedy
- 9:30 a.m. ITEM 3 **Discussion with Historic Commission Representatives**
Martha Martin and Jeff Ellett
- 9:45 a.m. ITEM 4 **Colonial Downs EMS Service Contract**
Fire Chief Rick Opett
- 9:50 a.m. ITEM 5 **New Kent County Refuse & Recycling Presentation**
General Services Director Richard Stewart
- 10:05 a.m. ITEM 6 **Borrego Solar Facility Presentation**
Jessie Robinson, Borrego Solar
- 10:20 a.m. ITEM 7 **Other Business**
- 10:30 a.m. ITEM 8 **Adjournment**

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, April 11, 2022 and the next work session at 9:00 a.m. on Wednesday, April 27, 2022, both in the Boardroom of the County Administration Building.

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

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt the increase of the Co-sponsored group fee to \$16 per player effective July 1, 2022		
Subject	Co-sponsorship Sports Leagues		
Issue	The fee for co-sponsored groups is currently \$8. Consideration was given to raise the fee in 2020 for July 1, 2021 but due to COVID impacts it was not raised.		
Recommendation	After discussion at the January 26, 2022 Parks and Recreation Commission Meeting, members approved the recommendation to raise the price per player to \$16.		
Fiscal Implications	If not adopted, possible increase sought for field maintenance/or unexpected projects.		
Policy Implications	Update to Co-sponsored Agreement and add to the County Ordinance if desired by the BOS.		
Legislative History	n/a		
Discussion	Commission delayed increase to Affiliate Groups at the January 26, 2022 meeting. Commission can make a recommendation or the BOS may set the fee after discussion.		
Time Needed:	9:00 a.m.	Person Appearing:	Assistant Parks & Recreation Director Jason Baldwin
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Co-sponsor and Affiliate Group Policy (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/16/2022 - 9:30 AM
Administration	Hathaway, Rodney	Approved	3/21/2022 - 7:28 PM
Attorney	Hefty, Brendan	Approved	3/23/2022 - 7:15 PM

**CO-SPONSORED GROUP/ AFFILIATED GROUP POLICY AND NOT FOR PROFIT
COUNTY BASED SPORTS ORGANIZATIONS
FOR NEW KENT'S DEPARTMENT (Division) OF
PARKS AND RECREATION**

A Co-sponsored, Affiliated group or Not for profit county based sports organization, according to the Division, is any community organization that provides recreational outlets for youth and adults alike. The Division will collaborate with a community organization in order to minimize the need for programs and facilities to be developed and operated by the Division or the local government.

**APPLICATION TO BECOME A CO-SPONSORED, AFFILIATED GROUP OR NOT FOR PROFIT
COUNTY BASED SPORTS ORGANIZATION**

To apply a group representative must meet with the Assistant Director of Parks and Recreation. The group representative must provide at this meeting a copy of an insurance policy naming the Division as co-insured, a roster of participants with addresses, by-laws (if applicable), proof of 501c3(if applicable), and a list of board members and staff (if applicable), including volunteers. Division staff will review this information and consider all group requests. If all conditions are fully met a recommendation will be sent to the Parks and Recreation Director for final consideration.

The Division will review each group annually and with successful completion of the above procedures the agreement will be approved to continue into the following calendar year (September to August). Failure to follow or comply with the aforementioned procedures above may result in suspension or termination of the agreement. **The Division also has the right to suspend or terminate the agreement at any time if negative programs and/or publicity are not addressed in a timely fashion.**

A. General criteria for Co-Sponsorship and Affiliation:

1. **Groups must be community service/program oriented and must be supportive of the mission/values of the Parks and Recreation Division.**
2. Groups shall not restrict participation on the basis of race, color, religion, creed, national origin, sex, or disability.
3. Groups must be recreational in nature and abide by the Division's policies.
4. A representative from each group will attend the Annual Meeting, and other called seasonal meetings, to discuss any issues and also provide feedback necessary to the other community groups and the Division.
5. **Community based youth sports organizations with registration policies that permit as many individuals to participate as program capacity allows without regard to skill level. These programs are typically confined to a regular season of play (Affiliate Groups before September 2012 are grandfathered in).** All groups shall have at least 80% New Kent Residents on their roster.

B. Specific procedures for Co-Sponsorship:

1. Any group applying for co-sponsorship will be required to submit an application which contains a list of at least 100 participants with addresses and phone numbers (parents, if applicable).
2. All co-sponsored groups must be comprised of elected officials and volunteer or paid staff. Group must operate in accordance with an established constitution or by-laws, this must be submitted to the Division with the co-sponsorship application.
3. Co-sponsored groups must insure that all participants abide all of the Division's policies and procedures and that any citizen concerns are addressed in a timely and professional manner.
4. Rosters of co-sponsored groups will be reviewed annually for residency versus non-residency numbers. These numbers will be used in times of field shortages, the roster numbers may be used to determine field use assignments. Additional non-resident penalties may apply. Multiple season of non-resident penalties may exclude the group from the program. Maximum number of

non-residents should not exceed 20% of total participants.

5. Co-sponsored groups will be required to submit a Division facility use form for all activities (games, practices, meetings, events, etc.). These forms must be submitted in accordance with the Division's brochure periods (Summer, Fall, Winter/Spring). Co-sponsored groups will be third in line for field usage behind the School's and Division's need for field space.
6. The New Kent County Park Assistant Director (Coordinator), or designee, will serve as an official advisory liaison to the board of all co-sponsored groups. This advisory position on the groups board will hold no voting power in the group and will serve as an advisory member only.
7. Any scheduled games between two non-resident teams, not in direct co-sponsor/or affiliate group status with the Division, must submit a facility request form, receive approval and pay fees to use County fields/facilities.

C. Co-Sponsored Groups responsibility to County:

1. The group shall designate one point of contact for all communication and correspondences with the Division.
2. Provide an up-to-date roster of all officers/board members with their names, addresses, e-mail address, and telephone numbers. These are needed no later than two weeks after practice starts.
3. Verify county resident numbers by supplying the Division a complete roster of participants with names, addresses, and phone numbers. These are needed no later than two weeks after practice starts.
4. Submit a copy of group insurance naming New Kent County as co-insured.
5. Submit monthly stats/numbers on the amount of participants including volunteer hours. This should be sent to the Coordinator.
6. Group will assign one person to be supervisor to monitor the conduct of participants in designated facilities and for any emergency procedures.
7. Notify the (Coordinator) within two weeks of any board meetings so plans to attend the meeting can be made.
8. Send Board meeting minutes to the (Coordinator) within two weeks of the meeting.
9. Request facility reservations on the facility reservation form and send to the (Coordinator) for approval. This must be done in accordance with the Division's brochure periods (Summer, Fall, Winter/Spring). Any changes to the request must be submitted in writing to the (Coordinator) and are subject to approval.
10. Leave facilities in as good as or better state of cleanliness as upon arrival, must report any damages and/or maintenance issues within 24 hours.
11. Control vehicles of participants and confine them to designated roadways and parking areas.
12. ***Return any keys issued to the Division within one week of the close of the group's season.***
13. Sign a concessionaire agreement for any use of concession stands or selling of concession items at scheduled games and events. (See Attachment A – Concession Stand Conditions for Use)
14. Contribute annually for recreation/facility maintenance funds in the following amounts: outdoor sports groups/clubs and indoor activity groups/clubs \$8 per participant. A check must be submitted each year before an agreement can be renewed. In-kind services may be used in place of payment. A list of those expected In-kind services with costs must be submitted to the Division and are subject to approval before final contract is awarded.

a. In-kind services are annualized. No "carry-overs" will be accepted.

15. Allow community use of any equipment left on county facilities. The Division and County are not responsible for any damage to this equipment.
16. Provide link to Division's website/information from group's website.
17. Be responsible for coordinating lining, dragging, and field maintenance for games and practices with the Division.
18. Be responsible for own field supplies to include paint, concessions, etc.
19. Co-sponsored groups shall notify the Coordinator if the organization is partnering with another locality to provide the program. Additional information may be required of the partnering group.

The Division may, at any time, modify, waive, or change the above requirements or add other conditions as deemed appropriate for the successful administration of a program.

D. County responsibilities to Co-Sponsored Groups:

Under the co-sponsorship agreement the New Kent County Division of Parks and Recreation, within budget guidelines, shall provide the following to co-sponsored groups.

1. Co-sponsored groups will receive third priority behind the Division for use of county and Division facilities at the following rates:
Within budget limitations and in accordance with the Division's policies and procedures, Parks and Recreation will provide free of charge reservations (indoor and outdoor) and light usage during the regular season for facilities appropriate to the activity.
2. Co-sponsored group tournaments will be subject to the following rates:
Will be charged for all tournaments that are not a part of league season play or playoffs. Charges for special events outside of a typical season tournament will be determined on a case-by-case basis. Established tournaments will have priority over new tournaments when it comes to field assignments.
3. Free promotion in Parks and Recreation publications including logo and registration information as space allows. A link to the Group's website/information will be included on the Division's website.
4. Shall work with co-sponsored groups toward facility improvements within budget limitations of the Division.
5. Will provide meeting space to the group once per month to hold monthly board meetings.
6. Will provide use of Division equipment to include goals, benches, scoreboards, etc. if available, at no extra charge.
7. Co-sponsored groups will be included in the annual Youth Sports Expo.
8. Will provide general field maintenance to include turf growth/maintenance, grass cutting, dragging ball fields and field repairs within budget limitations and staff availability.

A. General criteria for Affiliation:

1. Groups must be community service/program oriented and must be supportive of the mission/vision of the Parks and Recreation Division.
2. Groups shall not restrict participation on the basis of race, color, religion, creed, national origin, sex, or disability.
3. Groups must be recreational in nature and abide by the Division's policies.

4. A representative from each group will attend the Annual Meeting, or other called seasonal meetings to discuss any issues and also provide feedback necessary to the other community groups and the Division.

B. Specific procedures for Affiliation:

1. Any group applying for affiliation will be required to submit an application which contains a list of at least 10 participants with addresses and phone numbers (parents, if applicable).
2. Affiliated groups must insure that all affiliated groups and their participants abide all of the Division's policies and procedures and that any citizen concerns are addressed in a timely and professional manner.
3. Rosters of Affiliated groups will be reviewed annually for residency versus non-residency numbers. These numbers will be used in times of field shortages, the roster numbers may be used to determine field use assignments.
4. Affiliated groups will be required to submit a Division facility use form for all activities (games, practices, meetings, events, etc.). These forms must be submitted in accordance with the Division's brochure periods (Summer, Fall, Winter/Spring). Affiliates will be third in line for field usage behind the School's and Division's need for field space.
6. Affiliated groups are not required to have elected officials or a Board. If a Board exists, the Parks and Facilities (Coordinator) will serve as an official advisory liaison to the board. This advisory position on the group's board will hold no voting power in the group and will serve as an advisory member only.

C. Affiliated Groups responsibility to County:

1. The group shall designate one point of contact for all communication and correspondences with the Division.
2. Provide an up-to-date roster of all officers/board members (if applicable) and coaches with their names, addresses, e-mail address, and telephone numbers.
3. Verify county resident numbers by supplying the Division a complete roster of participants with names, addresses, and phone numbers.
4. Submit a copy of group insurance naming New Kent County as co-insured.
5. Submit monthly stats/numbers on the amount of participants including volunteer hours. This should be sent to the (Coordinator).
6. Group will assign one person to be supervisor to monitor the conduct of participants in designated facilities and for any emergency procedures.
7. Notify the (Coordinator) within two weeks of any board meetings (if applicable) so plans to attend the meeting can be made.
8. Send Board meeting minutes (if applicable) to the (Coordinator) within two weeks of the meeting.
9. Request facility reservations on the facility reservation form and send to the Division liaison for approval. The Division Liaison will contact each group and notify them of due dates for facility requests. Any changes to the request must be submitted in writing to the Division liaison and are subject to approval.
10. Leave facilities in as good as or better state of cleanliness as upon arrival, must report any damages and/or maintenance issues within 24 hours.
11. Control vehicles of participants and confine them to designated roadways and parking areas.

12. ***Return any keys issued to the Division within one week of the close of the group's season.***
13. Sign a concessionaire agreement for any use of concession stands or selling of concession items at scheduled games and events. (See Attachment A – Concession Stand Conditions of Use)
14. Contribute annually for recreation/facility maintenance funds in the amount of \$300. A check must be submitted each year before an agreement can be renewed.
15. Allow community use of any equipment left on county facilities. The Division and County is not responsible for any damage to this equipment.
16. Provide link to Division's website/information from group's website.
17. Be responsible for coordinating lining, dragging, and field maintenance for games and practices with the Division.
18. Be responsible for own field supplies to include paint, concessions, etc.
19. Affiliate groups shall notify the Coordinator if the organization is partnering with another locality to provide the program. Additional information may be required of the partnering group.

The Division may, at any time, modify, waive, or change the above requirements or add other conditions as deemed appropriate for the successful administration of a program.

D. County responsibilities to Affiliated Groups:

Under the Affiliated Group agreement the New Kent County Division of Parks and Recreation, within budget guidelines, shall provide the following to co-sponsored groups.

1. Affiliated groups will receive fourth priority behind the School's, Division's and co-sponsored groups for use of county and Division facilities at the following rates:
Within budget limitations and in accordance with the Division's policies and procedures, Parks and Recreation will provide free of charge reservations (indoor and outdoor) and light usage during the regular season for facilities appropriate to the activity. Groups with the most participants will have priority over smaller groups when it comes to scheduling field and gym space.
2. Affiliated group tournaments will be subject to the following rates:
Will be charged for all tournaments that are not a part of league season play or playoffs. Charges for special events outside of a typical season tournament will be determined on a case-by-case basis. Established tournaments will have priority over new tournaments when it comes to field assignments.
3. Free promotion in Parks and Recreation publications including logo and registration information as space allows. A link to the Group's website/information will be included on the Division's website.
4. Shall work with Affiliated groups toward facility improvements within budget limitations of the Division
5. Will provide meeting space to the group once per month to hold monthly board meetings.
9. Will provide use of Division equipment to include goals, benches, scoreboards, etc. if available, at no extra charge.
10. Affiliated groups will be included in the annual Youth Sports Expo.
11. Will provide general field maintenance to include grass cutting and field repairs within budget limitations.

A. General Criteria for Not for Profit County Based Sports Organization:

1. Groups must be community service/program oriented and must be supportive of the mission/vision

of the Parks and Recreation Division.

2. Groups shall not restrict participation on the basis of race, color, religion, creed, national origin, sex, or disability.
3. Groups must abide by the Division's policies.
4. A representative from each group will attend the Annual Meeting, or other called seasonal meetings to discuss any issues and also provide feedback necessary to the other community groups and the Division
5. Groups are typically also known as Travel Sports Teams. All groups shall have at least 80% New Kent Residents on their roster.

B. Specific procedures for Not for Profit County Based Sports Organization:

1. Any group applying will be required to submit an application which contains a list of at least 10 participants with addresses and phone numbers (parents, if applicable).
2. Affiliated groups must insure that their participants abide all of the Division's policies and procedures and that any citizen concerns are addressed in a timely and professional manner.
3. Rosters of groups will be reviewed annually for residency versus non-residency numbers. These numbers will be used in times of field shortages, the roster numbers may be used to determine field use assignments.
4. Groups will be required to submit a Division facility use form for all activities (games, practices, meetings, events, etc.). These forms must be submitted in accordance with the Division's brochure periods(Summer, Fall, Winter/Spring). Not of Profit County Based Sports Organizations will be fifth in line for field usage behind the School's and Division's need for field space.
6. Groups are not required to have elected officials or a Board. If a Board exists, the Parks and Recreation Assistant Director (Coordinator) will serve as an official advisory liaison to the board. This advisory position on the group's board will hold no voting power in the group and will serve as an advisory member only.

C. Not for Profit County Based Sports Organization responsibility to County:

1. The group shall designate one point of contact for all communication and correspondences with the Division.
2. Provide an up-to-date roster of all officers/board members (if applicable) and coaches with their names, addresses, e-mail address, and telephone numbers.
3. Verify county resident numbers by supplying the Division a complete roster of participants with names, addresses, and phone numbers.
4. Submit a copy of group insurance naming New Kent County as co-insured.
5. Group will assign one person to be supervisor to monitor the conduct of participants in designated facilities and for any emergency procedures.
6. Contribute annually for recreation/facility maintenance funds in the amount of \$400. A check must be submitted each year before an agreement can be renewed
9. Request facility reservations on the facility reservation form and send to the Division liaison for approval. The Division Liaison will contact each group and notify them of due dates for facility requests. Any changes to the request must be submitted in writing to the Division liaison and are subject to approval.
10. Leave facilities in as good as or better state of cleanliness as upon arrival, must report any

damages and/or maintenance issues within 24 hours.

11. Control vehicles of participants and confine them to designated roadways and parking areas.
20. ***Return any keys issued to the Division within one week of the close of the group's season.***

D. County responsibilities to Not for Profit County Based Sports Organization :

Under the agreement the New Kent County Division of Parks and Recreation, within budget guidelines, shall provide the following to Not for Profit County Based Sports Organization.

1. Groups will receive fifth priority behind the School's, Division's, co-sponsored groups, and Affiliated for use of county and Division facilities at the following rates:
Within budget limitations and in accordance with the Division's policies and procedures, Parks and Recreation will provide free of charge reservations (indoor and outdoor) and light usage during the regular season for facilities appropriate to the activity. Groups with the most participants will have priority over smaller groups when it comes to scheduling field and gym space.
2. Affiliated group tournaments will be subject to the following rates:
Will be charged for all tournaments that are not a part of league season play or playoffs. Charges for special events outside of a typical season tournament will be determined on a case-by-case basis. Established tournaments will have priority over new tournaments when it comes to field assignments.
4. Shall work with groups toward facility improvements within budget limitations of the Division
5. Will provide use of Division equipment to include goals, benches, scoreboards, etc. if available, at no extra charge.
6. Will provide general field maintenance to include grass cutting and field repairs within budget limitations.

The organization represented by the undersigned agrees to the conditions of this agreement and understands that all stated conditions above must be met before final approval can be granted.

Signature of Applicant:_____ Date:_____

FOR OFFICE USE ONLY:	Comments:
Certificate of Insurance Provided: _____ (Attached)	_____
Roster w/addresses Provided: _____ (Attached)	_____
Copy of By-Laws Provided: _____ (Attached)	_____
Proof of 501C3 (if applicable): _____ (Attached)	_____
List of Board, Staff, and Volunteer Members: _____ (Attached)	_____
_____ (Parks and Facilities Coordinator Approval)	_____ (Date)
_____ (Parks and Recreation Manager – Final Approval)	_____ (Date)

NEW KENT COUNTY CONCESSION AGREEMENT AND CONDITIONS OF USE

The Concession Stand at the **INSERT LOCATION HERE** is owned and maintained by New Kent County. It is available for use according to the rules, conditions, and guidelines set forth in this document. As the facility is available to various co-sponsored youth sports groups who may operate during the same season, this agreement and any/all use(s) shall not be deemed as an exclusive contract for sole use and access to all facilities and storage available in the Concession Stand. Access to the facility will be carefully scheduled and courteously shared.

This agreement shall authorize **INSERT LEAGUE OR TEAM HERE** to use and operate the **Concession Stand** at the **INSERT LOCATION HERE** for the purpose of selling

refreshments (food and non-alcoholic beverages) and league-related clothing items, in accordance with this agreement, **INSERT DATES HERE**.

Access to the Concession Stand shall be limited to the time the group is scheduled to use the Concession Stand. All deliveries and needs for access shall be limited to the time reserved. County staff is not responsible and will not accept deliveries on behalf of other organizations.

Access to the facilities shall be limited to the common area within the Concession Stand. No secure storage areas shall be provided for one-day uses. Use of the available (stored in the common area) appliances is allowed, but they must be thoroughly cleaned and clear of all food, supplies, debris and remains at the conclusion of your use. The County owns the facility, however, the appliances are not owned by the County. These appliances belong to the co-sponsored youth sports organizations that use the facilities on a regular basis. As a condition of their use, they must make their appliances available for others to use. Groups wishing to use the appliances on-site must coordinate and receive approval from the group who owns the appliance. If any of these appliances are damaged or broken, user shall be responsible for repair or replacement. Please be respectful of this privilege and treat their appliances as you would your own. Groups are expected to take responsibility for their actions that may have caused condition of disrepair and take appropriate action (i.e.: repair or replace); arbitration will be between the group that owns the appliance and the user who was using the appliance when it was damaged or broken. The County will not intervene or take any responsibility for repair or replacement of appliances

Permitted user is responsible for obtaining, and providing County with a copy of required New Kent County Health Department permit to sell food.

Liability

New Kent County accepts no responsibility for:

- a. The food or service provided by those operating the Concession Stand;
- b. The loss or damage of equipment, supplies, or personal property of those organizations or individuals using or operating the Concession Stand;
- c. The cleanliness of the Concession Stand.

Organizations using Concession Stand are required to provide the County with a Certificate of Insurance providing proof of the following coverage:

- a. Public liability and property damage insurance with limits of not less than \$1,000,000 per occurrence;
- b. Said policy must name New Kent County as additional insured's;
- c. Said policy shall not be cancelled or reduced without 15 days written notice to the Certificate holder.

This coverage shall be set forth in an original Certificate of Insurance and provided at least 10 days prior to the first scheduled use date to:

New Kent County Parks and Recreation

Attn: Parks and Facilities Coordinator
12007 Courthouse Circle
New Kent, VA 23124

Conditions of Concession Stand Use

All groups must recognize that they do not have exclusive use of the Concession Stand. They have the privilege of using it during the dates and times reserved. This privilege can be revoked at any time if group does not abide by the standards and conditions of use. Users shall take special care in their use of the Concession Stand that they leave it cleaner and in better shape than they found it. Groups must inspect Concession Stand when they open and note any damage or items in need of repair. The cleanliness of the concession area should also be noted. To assist groups in maintaining the Concession Stand at an acceptable level the following guidelines have been established and must be maintained if groups wish to continue the privilege of using the Concession Stand:

1. At all times, all activities, storage, food preparation and foods sold must be in strict compliance with the rules and regulations set forth and enforced by the New Kent County Health Department.
2. The Concession Stand is to be used for food concession activities only. Any other uses must be approved, in advance, by the Parks and Recreation Manager. Activities that may conflict with food service operations and health and safety codes will not be allowed.
3. Only food items, equipment and supplies associated with food service shall be stored in the Concession Stand. Storage of any hazardous or combustible materials (gasoline, propane, charcoal briquettes, fuels, helium, matches, etc.) is not allowed.

4. For a one-day use, group is responsible to provide their own cleaning supplies (brooms, mops, bucket, etc.). In accordance with Health Department standards, mops may only be dampened and cleaned in the Janitor Closet's floor sink – never in the Concession Stand.
5. Groups using the Concession Stand are responsible to monitor the littering of the Stadium and field areas that their group is using and to be sure to pick up all litter and debris that has resulted due to their use of the fields and Concession Stand. Clean-up shall include sweeping the bleacher stands of all litter, sunflower seeds, and debris that was left by their spectators after each use, litter clean-up of all wrappers, cups, containers that were dispensed with food or other items from the Concession Stand. If adequate clean-up is not provided the group may lose their security/damage deposit in part or entirety to cover the cost if County staff has to perform additional clean-up.
6. All small appliances (not refrigerators) are to be unplugged at the end of each day's use.

Security of the Concession Stand

Upon completion of use of the Concession Stand each user group or individual who uses the Concession Stand is/are responsible to leave it in a secure state. You should be absolutely sure that the appliances are unplugged and returned to where you found them. All trash must be removed to the exterior trash receptacles. Counters, sinks and floor must be clean, and both the exterior doors must be locked and secured. The County's staff can be reached by cell phone at (804)398-8605. Please call for their assistance if needed.

On behalf of below-listed organization, I hereby state that I understand the above Conditions of Use and agree, on behalf of my organization, to abide by these conditions or risk loss of Concession Stand privileges. I further certify that I am authorized to bind my organization to this agreement.

Signature

Title

Organization

Date

Mailing Address

Daytime Phone

City, State, Zip

____ Evening Phone ____ Cell Phone

E-Mail Address

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	NA		
Subject	Rappahannock Community College Presentation		
Issue	Dr. Kennedy will provide an update on enrollment and activities at Rappahannock Community College.		
Recommendation	NA		
Fiscal Implications	NA		
Policy Implications	NA		
Legislative History	NA		
Discussion	NA		

Time Needed:	9:15 a.m.	Person Appearing:	RCC President Dr. Shannon Kennedy
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	3/21/2022 - 7:31 PM
Administration	Hathaway, Rodney	Approved	3/21/2022 - 7:31 PM
Attorney	Hefty, Brendan	Approved	3/23/2022 - 7:14 PM

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

Subject

Discussion with Historic Commission Representatives

Issue

Several members of the Historic Commission would like to meet with the Board to discuss their concerns regarding development in the County, particularly impacts to potential historic and/or archaeological resources.

Recommendation

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

9:30 a.m.

Person Appearing:

Martha Martin and
Jeff Ellett

Request
prepared by:

Kelli Le Duc

Telephone:

966-9690

Copy provided
to:

ATTACHMENTS:

Description

Historic Commission Letter to the Board of
Supervisors (PDF)

Type

Cover Memo

REVIEWERS:

Department

Reviewer

Action

Date

Planning & Zoning

LeDuc, Kelli

Approved

3/16/2022 - 10:41
AM

Administration

Hathaway, Rodney

Approved

3/21/2022 - 7:29 PM

Attorney

Hefty, Brendan

Approved

3/23/2022 - 7:15 PM

New Kent County Historic Commission
P.O. Box 150
New Kent, Virginia 23124

Board of Supervisors
New Kent County
P.O. Box 150
New Kent, Virginia 23124

March 22, 2022

Dear Supervisors:

According to the charter granted to the New Kent Historic Commission, its purpose is to “preserve and protect historic sites, structures and areas within New Kent County.” More specifically, the Commission is to “identify significant sites and structures and document historic events.” Then the Commission is to “advise the Board of Supervisors and citizens on development affecting historical sites and structures.”

Within the past month, on a routine trip from his home to Mechanicsville, Commission member Jeff Ellett decided to travel not on the interstate, but rather “the backroads” using Dispatch Road to Black Creek Road. Jeff was aware of earthworks, a trench that was built by the Union Army during the American Civil War, in that area. So when he saw a sign that advertised a further extension of the Dispatch Station subdivision by Shurm Developers, Jeff became concerned. Earthmoving equipment was on the site. A couple of days later he visited the area again. This time he stopped his car and walked into the area. He observed that a cul de sac road had been constructed across the military earthworks, essentially destroying it as an historic site. Next he noted a home which had been long abandoned. The roof was essentially on the ground. Next to the house, covered with vines and other debris was the home’s well. It appeared to be about 30 feet deep with water at the bottom. He became concerned about the danger this well presented as he also observed bicycle tracks and footprints in the area.

Upon returning home, Mr. Ellett called his supervisor to no avail and then called the County Administrator. He could not reach either. So he called Kelli LeDuc and she suggested he call Eric Smither of Virginia Health and Safety who is responsible for the New Kent area. Mr. Smither quickly joined Mr. Ellett at the site to get first-hand information on the situation. He filed papers against Shurm Developers and told them they had to immediately fill the well with concrete.

Next Mr. Ellett contacted Michael Clem of the Department of Historic Resources. Here, he wasn’t as successful. The protection of the earthworks is a situation out of his control as a state agency. The state is not allowed to interfere with county review processes and Mr. Clem suggested that the best possible solution would be to have the county make a request of the owner to donate the area as a park or some other preserved space. Further, Mr. Clem stated that the features (the earthworks) have

been recorded in their system and are known resources but when it comes to private property, it is out of their protection.

The Commission's concern is how can we prevent a similar situation in the future. We would like to see further tracts of land prior to physical development being reviewed for their physical (safety) and historical impact. Our commission is made up of seven commissioners and five alternates who are very interested in preserving New Kent's history and volunteered to help you and the county in doing so. Hopefully, we have been instrumental in avoiding a serious accident (a child falling in an abandoned well.) We were not so successful in preserving a piece of our history—that earthwork is destroyed.

The Historic Commission was created to help the Board of Supervisors make decisions regarding items of historic value. We can do this better if we are informed of areas that may be developed. Please let us work with you to develop a process in which we are informed prior to the actual footprint of New Kent being changed and we can research the area and share historical implications so that decisions can be better made since you are in possession of all of the facts and value of an area.

Sincerely,

Martha A. Martin

Martha A. Martin, Chairman, New Kent Historic Commission

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	Enter into agreement with Colonial Downs Group LLC to provide EMS services during the horse racing season.		
Subject	Colonial Downs EMS Service Contract		
Issue	<p>New Kent County has had previous agreements with Colonial Downs to provide EMS coverage during the training and racing times of their horse racing season and Fire-Rescue would like to continue providing this service.</p> <p>Fire-Rescue has had a very good relationship with Colonial Downs over the years providing them with the EMS service and coverage that they require. Colonial Downs has asked that we continue to provide that service to them and has asked that we enter into an agreement that will be for one year (June 1, 2022-June 1, 2023) with two additional one-year periods.</p>		
Recommendation	Allow Mr. Hathaway to sign the agreement.		
Fiscal Implications	± \$20,000 in revenue to support staffing.		
Policy Implications	N/A		
Legislative History	N/A		
Discussion			
Time Needed:	9:45 a.m.	Person Appearing:	Fire Chief Rick Opett
Request prepared by:	Rick Opett	Telephone:	9679
Copy provided to:			

ATTACHMENTS:

Description
Colonial Downs Contract

Type
Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
------------	----------	--------	------

Fire-Rescue	Opett, Rick	Approved	2/22/2022 - 11:02 AM
Administration	Hathaway, Rodney	Approved	3/3/2022 - 9:03 AM
Attorney	Hefty, Brendan	Approved	3/8/2022 - 11:15 AM

Agreement for Service at Colonial Downs Racetrack

This Agreement is entered into this _____ day of _____, 2022 by and among the New Kent County Board of Supervisors ("County"), a political subdivision of the Commonwealth of Virginia and Colonial Downs Group, LLC ("Colonial Downs"), a Delaware limited liability company, and the Virginia Horsemen's Benevolent and Protective Association (VHBPA).

Term of Agreement. The term of this Agreement shall be for one year beginning on June 1, 2022 and ending June 1, 2023. Thereafter, this Agreement may be renewed upon the written agreement of both parties for two additional one-year periods.

Scope of Services. New Kent Fire-Rescue shall provide the necessary medical coverage for EMS service at Colonial Downs as prescribed by the VHBPA. The primary role of Fire-Rescue is to ensure the safety of the jockeys during training and racing each day that the Colonial Downs track is open. County shall provide the ambulances and personnel for training sessions and regular race days on site in accordance with the scope of services attached hereto and incorporated herein as Exhibit A in a professional and workmanlike manner and in conformity with the best standards of the County's industry. County's employees performing services shall be properly trained, uniformed and, where applicable, licensed. Any work that will result in additional charges to Colonial Downs shall be approved by Colonial Downs in advance and in writing. Colonial Downs and the VHBPA's responsibilities include involvement with the scheduling of the County.

Responsibilities of Colonial Downs and VHBPA. The responsibilities of Colonial Downs and VHBPA shall include, but not be limited to, the following:

1. Compensation. Colonial Downs shall pay the County according to the fee schedule which is attached hereto and incorporated herein as Exhibit B. Once per month, County shall invoice Colonial Downs the monthly amount due and Colonial Downs shall pay invoices within thirty (30) days of receipt of such invoice. In no event shall Colonial Downs incur additional fees or expenses unless approved in advance and in writing by Colonial Downs.
2. Paperwork. When transporting someone in the County ambulance, if paperwork is also to be transported, the paperwork must be furnished immediately and is the responsibility of Colonial Downs and the VHBPA.
3. Scheduling. If cancelled two (2) hours prior to the event, no charge will be applied; If cancelled under two(2) hours, a flat rate of \$362.24 will be charged.
4. Track Doctor. The Track Doctor will provide an overview, to New Kent Fire-Rescue, of his expectations of the ambulance crews in regards to which patients he would like to see before they are transported to a hospital, understanding that some of those patient transports may need to be expedited based on severity of condition and he may not be able to see them before they leave the facility.
5. Provide one point of contact for the County to correspond with directly.

Responsibilities of the New Kent Fire-Rescue Department. The responsibilities of the New Kent Fire-Rescue Department shall include, but not be limited to, the following:

1. Provide Emergency Services in compliance with the requirements of the VHBPA

2. Staffing. The County shall supply a 2 person staff per ambulance.
3. Supply. All ambulances and Multi-Purpose Emergency Response Vehicles (MERV)
4. Attending all scheduled events in a timely and professional manner.
5. Direction of patient care operations in accordance with the protocols of the Old Dominion EMS Alliance, New Kent Fire-Rescue and with the pertinent sections of the New Kent County Code and any future Code amendments or protocol changes, to include the ambulance attendant in charge's ability to dictate which hospital a patient is transported to based upon those Codes and/or protocols.
6. Provide one point of contact for Colonial Downs and VHBPA to correspond with directly. The New Kent Fire-Rescue contact will be Lisa Baber, 804-338-7285, lgbaber@newkent-va.us. The contact for Colonial Downs will be Jill Byrne, VP of Racing Operations, 804.966.5422, jbyrne@colonialdowns.com.

Assignability of the Agreement. The County, Colonial Downs and the VHBPA each binds itself, its successors, assigns, and legal representatives to such other party with respect to all covenants, agreements, and obligations contained in this Agreement. The parties shall not assign or subcontract this Agreement or any payments due hereunder, except to an affiliate, without the prior written consent of the other parties.

Termination. This Agreement may be terminated by any party with cause and without penalty upon thirty (30) days written notice or without cause and without penalty upon sixty (60) days written notice. In the event of termination, all accounts shall be settled for work satisfactorily completed as of the date of termination and no amounts shall be due as liquidated damages, lost profits, or a penalty. Any party, in its discretion, may terminate the contract immediately in the event that another party discontinues or abandons operations; files for bankruptcy protection; or fails to keep in force any required insurance policies or bonds.

Waiver and Breach.

(a) A waiver by the County of any breach of any term or condition hereof shall not be deemed a waiver of any other, or any subsequent breach.

(b) In the event either party to this Agreement is required to file a legal action due to a breach hereof, the costs of the action, including, but not limited to, reasonable attorneys' fees as determined by the Court, shall be paid to the prevailing party.

(c) In the event that a court of competent jurisdiction holds that any particular provision or requirement of the Agreement is in violation of any applicable law or is otherwise unenforceable, the Agreement shall be construed as if such provision or requirement were not written into the Agreement, or upon the request of either party, such provision or requirement may be reformed and construed in a manner which will be valid and enforceable to the maximum extent permitted by law.

(d) The remedies of the parties provided for within the Agreement shall be cumulative with all other remedies that either party may have against the other party at law or in equity.

Insurance.

Neither party, nor any such party's affiliates, nor any of its and/or their respective representatives, shall have any liability of any type (including, but not limited to, contract, negligence, and tort liability), for any special, incidental, indirect, consequential, or punitive damages, including, but not limited to, loss of opportunity, loss of use, or loss of revenue or profit, in connection with or arising out of this Agreement, or the services hereunder, even if such damages may have been foreseeable, except as may otherwise arise under applicable law.

County shall carry and maintain (i) comprehensive general liability coverage, including products/completed operations coverage and blanket contractual liability with limits acceptable to Colonial Downs, but in no event less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate; and (ii) automobile combined single limit coverage including coverage for all owned, non-owned and hired autos with limits acceptable to Colonial Downs, but in no event less than \$1,000,000.00. The policy shall name Colonial Downs Group, LLC, and its subsidiaries, affiliated, allied and/or proprietary companies, corporations, trusts, joint ventures, and joint partnerships as are now or may hereafter be constituted or acquired as additional insured. County's policy shall contain a waiver of subrogation in favor of the CD Group and be primary and non-contributory with any insurance of the CD Group.

County shall carry Employers Liability in an amount not less than \$500,000.00 and workers' compensation coverage with the statutory limits as provided by Virginia law. The policy shall contain a waiver of subrogation in favor of the CD Group.

County shall provide Colonial Downs with a certificate of insurance from its insurer within five (5) days of execution of the Agreement and annually thereafter. County shall also provide Colonial Downs with thirty days advance notice of changes, nonrenewal or cancellation. County shall immediately notify Colonial Downs, in writing, of all accidents or injuries to its employees, agents or third parties occurring on Colonial Downs' premises, or of claims made against it related to the Agreement.

Privileged License. County acknowledges and agrees that Colonial Downs is subject to privileged licenses issued by governmental authorities. County agrees, at all times while Agreement is effective, to obtain and maintain any licenses required by the Virginia Racing Commission and otherwise comply with the requirements of the Virginia Racing Commission and any other similar organization having jurisdiction over Colonial Downs at County's sole cost and expense. If County fails to comply with such requirements, Colonial Downs may immediately terminate this Agreement at no cost to Colonial Downs and with no further or continuing obligation or liability to Colonial Downs.

Representations. County hereby represents, covenants and warrants to Colonial Downs as follows: (i) the execution of the Agreement has been duly authorized by and on behalf of County; (ii) County has obtained and currently holds all licenses and/or permits of any applicable governmental

agencies necessary to perform County's obligations under the Agreement; and (iii) County has completed Colonial Downs' vendor packet. The representations contained herein are continuing in nature and shall remain true, complete and accurate during the entire term of the Agreement. Notwithstanding any other provisions of the Agreement to the contrary, the representations set forth herein shall survive the termination or expiration of the Agreement.

Default and Termination: If the County fails or neglects to carry out the services in accordance with the Agreement, and such failure continues for a period of seven (7) calendar days following written notice from Colonial Downs to County, Colonial Downs may without prejudice to any other remedy, terminate this Agreement effective immediately. Upon termination, no further consideration shall be due hereunder. Furthermore, Colonial Downs may immediately terminate the Agreement without any further or ongoing duties, obligations, or liability for any payments of any kind beyond the date of termination of the Agreement if the County fails to apply for or maintain any license that is required by any governmental authority or regulatory body having authority over Colonial Downs, including but not limited to the Virginia Racing Commission..

Confidential Information. Subject to the Virginia Freedom of Information Act, County shall consider all confidential and proprietary general business affairs of Colonial Downs which may be disclosed to the County by Colonial Downs as a result of the performance of any services under the Agreement as confidential information. Subject to mandatory disclosure under the Virginia Freedom of Information Act, County shall not disclose any confidential information, including without limitation any information contained in the Agreement, to third parties or use any such information for any purpose other than the performance of the services provided for under the Agreement, without the prior written consent of Colonial Downs, which consent may be given or withheld in Colonial Downs's sole discretion.

Independent Contractors. The parties to the Agreement are acting as independent contractors and independent employers. Nothing contained herein shall create or be construed as creating a partnership or joint venture relationship between the parties. Neither party shall have the authority to bind the other party in any respect.

Force Majeure. In the event either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, inclement weather or other similar reason beyond such party's control, then performance of such act shall be excused for the period of such delay.

Virginia Law, Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and New Kent County, save for the conflicts of laws provisions. Both parties hereto do hereby expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in the Circuit Court of New Kent County, Virginia.

Binding, Obligation of Entire Agreement, Counterparts.

(a) This Agreement shall ensure to the benefit of and create a binding application of the parties hereto, their respective successors and assigns;

(b) This Agreement shall constitute the entire Agreement between the parties hereto, and no variance or modification thereof shall be valid and enforceable except by another agreement, in writing, executed and approved in the same manner as this Agreement; and

(c) For the convenience of the parties, this Agreement may be executed in several counterparts, which are in all respects similar and each of which shall be deemed to be complete in itself, so that any one may be introduced in evidence or used for any purpose without the production of the other counterparts. A .pdf, facsimile or electronic copy of this Agreement shall have the same force and effect as an original.

Severability. In the event that any part or provision of this Agreement shall be adjudged unlawful or unenforceable under Virginia law, any lawful intent of the provision and the remainder of this Agreement shall nonetheless survive and remain in full force and effect.

Notice. Notices allowed or required hereunder shall be either hand delivered or sent by United States mail, postage prepaid to the addresses of the parties set forth below:

(a) To County:

With a copy to:

County Administrator

County Attorney

New Kent County

New Kent County

Post Office Box 150

Post Office Box 150

12007 Courthouse Circle

12007 Courthouse Circle

New Kent, Virginia 23124-4450

New Kent, Virginia 23124-4450

Fax: (804) 966-9370

Fax: (804) 966-9370

(b) To Colonial Downs:

With a copy to:

Colonial Downs Group, LLC

Peninsula Pacific Entertainment, LLC

10515 Colonial Downs Pkwy

29271 Centerville Rd.

New Kent, VA 23124

La Motte, IA 52054

Phone: (804) 966-7223

563-258-7100

Attn: EVP, Operations

Attn: Legal Department

(c) To VHBPA:

Virginia Horsemen's Benevolent and Protective Association 38 Garrett Street

Warrenton, VA 20186

(540) 247-0033

This Agreement is entered into as of the day and year first written above. The parties executing this Agreement affirm that they are authorized to do so.

<SIGNATURES ON SEPARATE PAGES>

COUNTY OF NEW KENT, VIRGINIA,

By: _____

County Administrator

COMMONWEALTH OF VIRGINIA

County/City of _____, to wit:

The foregoing Agreement was acknowledged before me this _____ day of _____,
2022, by _____, County Administrator, in my jurisdiction aforesaid.

My Commission expires: _____

Notary Public

Reviewed as to Form:

County Attorney

COLONIAL DOWNS Group, LLC

By: _____
Colonial Downs Group, LLC

COMMONWEALTH OF VIRGINIA

County/City of _____, to wit:

The foregoing Agreement was acknowledged before me this _____ day of _____,
2022, by _____, in my jurisdiction aforesaid.

My Commission expires: _____

Notary Public

VIRGINIA HORSEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION

By: _____

Representative

COMMONWEALTH OF VIRGINIA

County/City of _____, to wit:

The foregoing Agreement was acknowledged before me this _____ day of _____,
2022, by _____, County Administrator, in my jurisdiction aforesaid.

My Commission expires: _____

Notary Public

Exhibit A

Scope of Work for Morning Training for Colonial Downs

During the period from June 28 through September 10, the morning training will be 6 days a week starting at 6:00 am and will end at 10:00 am or otherwise agreed to by the parties. Monday through Sunday, with the exception of Thursday when the track is closed, New Kent Fire-Rescue will provide one (1) ambulance staffed with two (2) Virginia EMS certified providers. The Ambulance crew will pick up the tracks radio at a predetermined location and be in place on the track area no later than 5:45 am ready for duty. When the ambulance is released from duty by Colonial Downs, they will return the radio before exiting the property.

Scope of Work for live racing for Colonial Downs

On days when there is live racing, the post times will be 12:00 pm on Monday and 1:30 pm on Tuesday and Wednesday, or otherwise agreed to by the parties. New Kent Fire-Rescue will provide two (2) ambulances, each staffed with two Virginia certified EMS providers. Each of these two crews will have already picked up their assigned track radios. We will also provide one (1) Multiuse Emergency Response Vehicle (MERV). One of the ambulances with two (2) of the providers will position itself on the track at a predetermined location. It will be in place no later than 30 minutes prior to the scheduled first post time. The second ambulance will park at its predetermined location which is usually near the paddock area. This two (2) person crew will take the MERV onto the field inside the turf track no later than 30 minutes prior to scheduled first post time. This crew will be able to be closer with a faster response time to the jockey's when the races are held on the turf track. When racing is over and the crews have been released from duty by Colonial Downs they will return the radios before exiting the property.

Exhibit B

FEE SCHEDULE

TRAINING / PRACTICE / RACING

Training-Practice

Firm Fixed Price (FFP) - \$924.48 per training/practice day

Racing

Firm Fixed Price (FFP) – \$2,008.96 per normal racing day (excludes non routine live races such as Virginia Derby/Oaks or races of similar size)

The rates for non-routine live races such as Virginia Derby/Oaks or races of similar size **are as follows:**

Ambulance \$95.00 per unit/ per hour

MERV - \$40.00 per unit/ per hour

Personnel - \$45.28 per person/per hour

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	NA
Subject	New Kent County Refuse & Recycling Presentation
Issue	Mr. Stewart will present on the current state of refuse in the County, and proposed changes to mitigate the upcoming increases in operating expenses.
Recommendation	NA
Fiscal Implications	NA
Policy Implications	NA
Legislative History	NA
Discussion	NA

Time Needed:	9:50 a.m.	Person Appearing:	General Services Director Richard Stewart
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	3/21/2022 - 7:29 PM
Administration	Hathaway, Rodney	Approved	3/21/2022 - 7:30 PM
Attorney	Hefty, Brendan	Approved	3/23/2022 - 7:14 PM

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	NA
Subject	Borrego Solar Facility Presentation
Issue	Presentation on a conditional use permit application for a proposed solar facility located on Polish Town Road (State Route 634)
Recommendation	
Fiscal Implications	
Policy Implications	The proposed solar farm on Polish Town Road would require the adoption of a conditional use permit.
Legislative History	
Discussion	Quintin J. Wood and representatives from Borrego Solar have applied for a conditional use permit to construct a 3 MW solar system (Facility) on approximately 23 acres located within tax parcel 27-6 (GPIN #128-3826-5374) in eastern New Kent County. The parcel is currently zoned industrial and is generally located east of State Route 30 and north of Henrico Jail East on the north side of Polish Town Road (State Route 634).

Time Needed:	10:05 a.m.	Person Appearing:	Jessie Robinson, Borrego Solar
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:	Kelli LeDuc, Planning Director		

ATTACHMENTS:

Description	Type
Borrego CUP Application	Cover Memo
Borrego Site Plan	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
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Administration	Hathaway, Rodney	Approved	3/23/2022 - 8:17 AM
Administration	Hathaway, Rodney	Approved	3/23/2022 - 8:17 AM
Attorney	Hefty, Brendan	Approved	3/23/2022 - 7:13 PM



CONDITIONAL USE PERMIT (CUP) APPLICATION

County of New Kent, Virginia
Planning Department

Web site: www.co.new-kent.va.us/209/Planning

New Kent County ♦ Planning Department ♦ P O Box 150 ♦ New Kent, VA 23124 ♦ Phone 804-966-9690 ♦ Fax 804-966-8531

Use P O Box for all mail. Street address: 12007 Courthouse Circle, New Kent, VA 23124 FOR DELIVERIES ONLY

DESCRIPTION OF PROPERTY

Tax Map Parcel Number(s): 27-6J Total Lot Area (Acres): 149.55

GPIN: I28-3826-5374

Property street address: RT 33 Eltham Road

Current Zoning: Industrial Proposed Zoning: Industrial

Current Use: Vacant Proposed Use: Solar Facility

Does proposed zoning/use include entire property? ☐ YES ☒ NO

If no, how much will be used for proposed use? 23 Acres

OFFICE USE ONLY

DO NOT WRITE IN THIS BOX

Application No: -

AFD Status:

Date Received:

Tax Receipts: Yes No

Fee Amount: \$

Staff Initials:

PROPERTY OWNERS INFORMATION

Name: Weir Creek LLC. C/O Jonathan Kinney

Address: 2311 Wilson BLVD STE 500

City: Arlington State: VA Zip: 22201

Telephone: Work: Home:

Cellular/Pager: Fax:

E-mail Address:

APPLICANT'S INFORMATION

Name: Polish Town Solar 1, LLC.

Address: 55 Technology Drive, Suite 102

City: Lowell State: MA Zip: 01851

Telephone: Work: (978) 513-2608 Ext. 2608 Home:

Cellular/Pager: (757) 377-2405 Fax:

E-mail Address: qwood@borregosolar.com

AGENTS INFORMATION

Name: Borrego Solar Systems, Inc.

Address: 55 Technology Dr. STE 102

City: Lowell State: MA Zip: 01851

Telephone: Work: (978) 513-2608 Ext. 2608 Home:

Cellular/Pager: (757) 377-2405 Fax:

E-mail Address: qwood@borregosolar.com

WATER/SEWER SUPPLY

☒ Public Water ☒ Public Sewer ☐ Well ☐ Septic

☐ Other:

NOTE: Public water/sewer is installed across property.

The proposed Facility is does not support human habitation,
and the Facility does not require any water or sewer services.

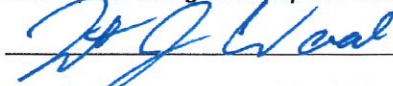
As part of the submission, the following questions must be answered in detail in narrative form. Answers of "Yes" or "No" are **NOT ACCEPTABLE** and the application is not complete until 25 copies of this narrative have been submitted.

1. Describe in detail, the proposed use(s) of the property.
2. Describe in detail, how the proposed use may impact surrounding properties. Please relate your response to the existing zoning and land uses in the area, plus the characteristics of the proposed use—hours of operation, activity levels, appearance, etc.
3. Describe the proposed water and wastewater utility infrastructure including sources, discharges, permits, construction, ownership, and maintenance responsibilities.
4. Describe the environmental impact of the proposed development and the efforts to be undertaken to abate air, water, noise, stormwater, and other environmental impacts during and after construction.
5. Describe what techniques will be used to control traffic flow and what impacts the proposed use will have on existing roadways and provide a professionally prepared traffic impact analysis for any development expected to generate 1,000 vehicle trips per day or more.
6. Describe the impact of the proposed use on New Kent County's Schools.
7. Describe the impact of the proposed use on New Kent County public services—water service, wastewater disposal, solid waste disposal, fire, rescue, law enforcement, libraries, etc.
8. Describe the impact the proposed use(s) will have on any historic sites or structures on the property or in the vicinity.
9. Describe the impact the proposed use(s) will have on any rare, endangered, or irreplaceable species or natural areas.
10. Describe the impact the proposed use(s) will have on the scenic or natural beauty of the County.

For those plans requiring review by the Planning Commission, the applicant shall, in addition to the plan sheets required above, submit an overall plan on one (1) or more eleven-inch by seventeen inch (11" x 17") reproducible sheets and shall provide sufficient copies of larger plan sheets as required for the Planning Commission distribution list of twelve (12). In addition, the applicant shall provide electronic copies of all applicable documents.

I/We as the property owner/applicant/agent give permission for County personnel to enter subject properties in relation to the administration of this application and to any applicable New Kent County, State of Virginia or U.S. Federal Government regulations. Additionally, if the County Planning Department deems it necessary for an outside agency or organizations review any technical part of this application, I/we agree to reimburse the County for all costs associated with such outside reviews and consultation within 15 business days of being billed by the County.

Property Owner Signature:



Date: 12/30/2021

Property Owner Signature:

See Appendix A for Signature Authority.

Property Owner Signature:



Applicant/Agent Signature:

Date: 12/30/2021

Applicant/Agent Signature:

Date: _____

All property owners must sign the application**FEES**

The fees for this application consist of an application fee and a Map Maintenance fee (*see below for calculations*). The fee for this application is **\$1600.00 plus \$40.00 per disturbed use acre**. Make checks payable to *Treasurer of New Kent County*. **Fees must be submitted at time of application.**

	Fee: \$	1600.00
+ \$40.00 per acre(fraction),		
Number of acre(fraction): 23 x \$40=	\$	920.00
Map Maintenance Fee:	\$	35.00
+ \$10.00 per acre(fraction),		
Number of acres(fraction): 23 x \$10=	\$	230.00
Total Due:	\$	2,785.00

CONDITIONAL USE PERMIT APPLICATION RESPONSES

Conditional Use Permit questions 1-10 on page 2 of the application are presented below in *ITALICS* with the project specific responses provided below. Any supporting documents/plans referenced within the responses are appropriately referenced/provided as an **Appendix** within the package.

1. *Describe in detail, the proposed use(s) of the property.*

The property is comprised of ±149.55 acres and is zoned for Industrial Use. The property is currently considered vacant with minimal civil improvements to the western portion of the property, adjacent to State Route 33, with no structural improvements to the entire property per New Kent County's recent property assessment information. The proposed project is a 3MW Solar Facility, considered an "Energy Generation Facility" under Chapter 98, Article II Section 98-62 Table of Land Uses, and is a Conditional Use within an Industrial District. The project will be generally located within the center of the property (Tax Map 27-6J) and will be accessed from Polish Town Road (State Route 634), north of Henrico County's Regional Jail East. The proposed facility's location is within the narrowest portion of the property, with generally south-facing slopes, where it abuts two New Kent County properties, Tax Map 37-12 to the north and Tax Map 37-9A to the South, which is zoned Conservation and A-1, respectively.

The facility will capture and convert UV rays to electricity and convey the renewable electricity into the local utility system. The interconnection between the facility and the local electric grid is within the property and project area where the existing electric line parallels along the northern side of Polish Town Road. Refer to **Appendix H** for CUP Plans.

2. *Describe in detail, how the proposed use may impact surrounding properties. Please relate your response to the existing zoning and land uses in the area, plus the characteristics of the proposed use-hours of operation, activity levels, appearance, etc.*

The proposed solar facility location will not have a significant impact on surrounding properties. The property is currently zoned Industrial, and the proposed use is also considered industrial. The adjoining properties are Conservation to the north, Agricultural to the east and south, Industrial to the south, Economic to the southwest, and Industrial to the west. A list of adjacent parcels is enclosed in **Appendix B**. The list includes the following information: Tax Map & Parcel Number, Name, Address, and the property's current land use and zoning district and future land use based on the County Comprehensive Plan. Several studies performed by third parties, including Solar Energy Industries Association, have been conducted regarding the property value of properties within the vicinity of a solar facility. The studies have concluded that the facility did not affect the sale, purchase, or development of the surrounding properties.

Prior to submission of the CUP, the applicant held several Neighborhood Outreach Meetings to notify the local property owners of our interest to construct a solar facility, receive any feedback/comments regarding the project, and provide an overview of the proposed solar site. The applicant then held a Solar Workshop for the Planning Commission that provided an overview of solar generation and introduction to this project. A letter outlining our community outreach efforts is provided in **Appendix F**.

To safeguard the County and surrounding properties should the solar facility become abandoned. A decommissioning plan was prepared and included within the SUP plans, refer to **Appendix H**, and an engineer's estimate, provided in **Appendix G**, to aid in determining a performance guarantee to decommission the facility and restore the site.

3. *Describe the proposed water and wastewater utility infrastructure including sources, discharges, permits, construction ownership, and maintenance responsibilities.*

The proposed facility does not support human habitation and will not require public/private water or sewer services. The facility's location within the property does not encroach on the existing public utility installed across the property, east of the facility. Refer to **Appendix H** for CUP Plans.

4. *Describe the environmental impact of the proposed development and the efforts to be undertaken to abate air, water, noise, stormwater, and other environmental impacts during and after construction.*

The proposed project will not create significant impacts as a result of construction and operation of the facility. The environmental impacts listed within the County's question above are broken out and discussed in detail below.

Air Pollution: The proposed project will not significantly impact the air quality surrounding the property. Aside from air pollution from typical construction equipment utilized to construct the site. Dust control measures during the construction of the project will be in place and addressed through the land disturbance permitting process. Post-Construction, the site does not require an air permit to operate. Vehicle traffic to service/maintain/inspect the facility will emit air pollution and is regulated by the State. Vehicle traffic to the site is similar to that of a single-family residence.

Noise Pollution: Noise pollution generated from construction vehicles is expected but should not interfere or be a nuisance to the adjoining properties. Post-Construction the ambient noise will increase during the day. Noise associated with the ground-mounted solar PV comes from inverters and transformers. This equipment makes a humming noise during the daytime and evening, when the array is generating electricity, and when the energy storage system is discharging. This equipment is generally positioned within the center of the site and is typically inaudible at the property lines to not be viewed as a nuisance to the adjoining property owners outside their residence. No noise is generated at night, as the system is not producing energy during those hours. Overall, the proposed site will not have an adverse impact on current residential properties, with the closest being located approximately 950 ft. generally southeast of the property.

Water Pollution: Water pollution associated with the development of the site will be mitigated through several avenues. Unlike most industrial sites, the site's impervious area is reduced to what is needed for the equipment and driveway to service the equipment. The solar panels are installed on racks anchored into the ground using helical piles, or similar devices. During the construction of the site, the site will be designed in accordance with 9VAC25-840 and the County's Erosion and Sediment Control within Part II Article IV. All land disturbance will be minimized, and perimeter erosion and sedimentation control devices will be designed,

installed, and maintained downgradient to minimize the risk of sediment from leaving the site and entering water/wetlands identified outside of the project area. Refer to **Appendix C** for the Preliminary Jurisdictional Determination encompassing the project and surrounding area.

Upon completing construction, the stormwater controls, designed and approved by the County VSMP Authority under 9VAC25-870 and Part II Article III will be constructed. All previously disturbed areas will be permanently stabilized and planted with native seed mix, including a native pollinator mix, that will require minimal maintenance. Revegetation of the disturbed area with native seed mixes will improve water quality and minimize thermal impacts to offsite resources by reducing pollutant loading through filtration and to facilitating suspended nutrient removal by transpiration and promoting water quality by naturally filtering runoff through infiltration. Refer to **Appendix C** for the Preliminary Jurisdictional Determination encompassing the project and surrounding area, and **Appendix H** for the general location of the E&S controls.

Stormwater Pollution: The site will be designed to comply with 9VAC25-870 and Part II Article III of the County's Ordinance for stormwater control. The proposed impervious surface associated with the project is reduced to the main equipment and driveway. All previously disturbed areas will be permanently stabilized and planted with native seed mix, including a native pollinator mix, that will require minimal maintenance. The UV panels are mounted and native vegetation will continue to grow underneath. Stormwater controls will be proposed downgradient of the facility and revegetation of the disturbed area with native seed mixes will improve water quality and minimize thermal impacts to offsite resources and downstream properties by reducing pollutant loading through filtration and facilitating suspended nutrient removal by transpiration and promoting water quality by naturally filtering runoff through infiltration. Refer to **Appendix C** for the Preliminary Jurisdictional Determination encompassing the project and surrounding area, and **Appendix H** for the general location of the stormwater controls.

Hazardous Material: No hazards form of radioactive emissions or hazardous material will be used for this project. During construction, the most hazardous substance on site will be gasoline and diesel fuel for construction vehicles. All fuel will be stored in appropriate containers based on the type of fuel, respectively. Containers will be clearly labeled and stored in a responsible manner.

5. *Describe what techniques will be used to control traffic flow and what impacts the proposed use will have on existing roadways and provide a professionally prepared traffic impact analysis for any development expected to generate 1,000 vehicle trips per day or more.*

The proposed site will not significantly impact traffic. The site's access is off Polish Town Road (Route 634). Virginia Department of Transportation Traffic Volume ADT data lists the Average Daily Traffic (ADT) as 230. The local area will experience a higher volume of vehicles trips during the initial construction of the facility, but once construction is complete and the facility is operating, the vehicle trips will be significantly reduced to one or two vehicles per day, similar frequency as a single-family home, a 1% increase.

The applicant will obtain a single lot permit from the Virginia Department of Transportation and will provide any additional temporary traffic control devices/signage to advise motorists

of construction vehicles ingress and egress from the site during construction. Refer to the CUP plans, **Appendix H**, for the general location of the proposed driveway along Polish Town Road.

6. *Describe the impact of the proposed use on New Kent County's School.*

The proposed project should not have any impact on the New Kent County School(s). The facility is not located within proximity where it would have the potential to be a hindrance to bussing the students to/from school while the site is under construction. Post-construction the site will not affect New Kent County's School(s).

7. *Describe the impact of the proposed use on New Kent County public services – water service, wastewater disposal, solid waste disposal, fire, rescue, law enforcement, libraries, etc.*

The proposed project's impact on police, fire, and ambulance services is insignificant and would only be needed for emergency sites visits, in case of an accident. The applicant will coordinate with the County's Emergency Services regarding the operation of the facility and emergency plans associated with the site. The proposed project will be surrounded by a perimeter fence (seven feet high) and gates will be installed and locked to discourage unauthorized entry. Refer to CUP Plans **Appendix H**.

The site does not require water or sewer services and would not affect the County's available capacity or require an extension of their existing infrastructure to service the project. The site will require limited solid waste during the construction of the facility. Any solid waste generated during construction will be disposed of at an approved facility. Post-construction, the project by nature does not generate refuse or by-products that would require the disposal of solid waste. The facility will not affect the County's recreational areas.

8. *Describe the impact the proposed use(s) will have on any historic sites or structures on the property or in the vicinity.*

As part of the site selection process, a preliminary cultural resource assessment was conducted for the property. The Virginia Cultural Resource Information System (V-CRIS) did not indicate any Phase 1 studies were performed on the site and that no archaeological sites have been recorded on the property. A copy of the Preliminary Cultural Resource Assessment is provided within **Appendix D**.

9. *Describe the impact the proposed use(s) will have on any rare, endangered, or irreplaceable species or natural areas.*

A Threaten and Endangered Species Database Review was conducted for the project. The review placed the project within the buffer zone of two species, Atlantic Sturgeon and the Northern Long Ear Bat. Upon further review, it was determined that the site did not support either species and no impacts are anticipated. A copy of the Threaten & Endangered Species Database Review Summary Letter, by ECS Mid-Atlantic, LLC. is provided within **Appendix E**.

10. *Describe the impact the proposed use(s) will have on the scenic or natural beauty of the County.*

The proposed project is generally located "off the beaten paths" within the County and does not affect the scenic or natural beauty of the New Kent County. The project will utilize the

surrounding topography and mature vegetation to provide a natural landscape buffer and supplement additional landscaping as needed along the front of the site where it parallels Polish Town Road. Refer to CUP Plans **Appendix H** for existing/proposed tree lines and landscaping plan.

PROFFER OF CONDITIONS NEW KENT COUNTY PART II CHAPTER 98 ARTICLE XX SECTION 98-782

Polish Town Solar offers the following conditions upon granting this Conditional Use Application (CUP). These conditions are based on similar conditions for a solar project that utilized similar equipment and was previously approved on June 13, 2016 and recorded in Deed Book 0655 and Page 0298. The significant difference between the two solar facilities is the proposed facility's location and size. The proposed project is located within an Industrial District and is only use marked for this use. The proposed project does not directly abut existing residential single-family homes, and the project area is approximately ±32 acres. The previously approved solar project was proposed within the A-1 zoning district, use was not listed as approved or conditional, abutted existing residential single-family homes, and the approved site was limited to a maximum developable area of 250 acres.

1. A security fence around the perimeter of the solar equipment/panels will be installed that is a minimum of six (6) feet in height.
2. All solar panels will use anti-reflective coatings to help prevent glare.
3. No aspect of the solar facility will exceed 25 feet in height, as measured from grade at the base of the structure to its highest point. Such height restrictions shall not apply to electrical lines and poles required to interconnect the Solar Facility with the existing electrical distribution or transmission lines.
4. The Solar equipment will be a minimum 50' foot setback from the property line and shall be provided around the perimeter of the Project where it is adjacent to property not owned by the same property owner identified within the CUP at the time of the approval by the Board of Supervisors.
5. The Solar structure(s) will be a minimum 50' foot setback from the public rights-of-way where the Project is adjacent to a public right-of-way. A break between the proposed landscaping/existing vegetation will be provided to construct an access road to serve the Project and obscuring the view is exempt within the access road's right-of-way.
6. The security fence may be located within the setback, and during construction the setback may be used for staging of materials and parking.
7. Construction lighting shall be minimized and shall be directed downward. Post-construction lighting will conform to the County's lighting requirements.
8. The applicant will provide the County with a surety in a form agreed to by the County Attorney, including but not limited to a letter of credit, cash, or a guarantee by an investment-grade entity, and will be posted within 30 days of the project receiving its occupancy permit or equivalent form from the County. If the Project is sold to any entity that is not a public utility, the CUP will not transfer to the purchaser until such time as adequate

surety is provided. If a surety is required, the cost estimates of the decommissioning will be updated every five (5) years and provided to the County. At its option, the County may require the surety amount to be increased based on the net costs of decommissioning and Cost-of-Living Adjustments.

9. If the solar facility is inactive, completely or substantially discontinuing the delivery of electricity for a continuous twenty-four (24) month period, it shall be considered abandoned. The facility owner will provide notice (County Notice) to the County Staff within seven calendar days of the site becoming inactive and/or shutting down operations. This excludes maintenance/replacement of panels or other ancillary equipment associated with the facility. The facility owner will remove the facilities ("decommissioning") within six (6) months from the County acknowledging receipt of the County Notice. The facility owner may submit a written request to the County requesting an extension beyond the allotted six (6) months. The request will include, at a minimum, the remaining work to decommission and restore the site and a proposed schedule. The County may grant the request on a case-by-case basis and the proposed schedule may be adjusted as mutually agreed. If the facility is not removed within six (6) months and a time extension is not granted by the County. The County may declare the facility owner to be in default. The county is under no obligation to give notice of its intent to draw on the surety. The facility owner shall be fully responsible for acquiring any property rights on behalf of the County necessary for the completion of decommissioning the facility. The facility owner shall also be fully and completely responsible and liable for the entire cost of decommissioning the facility. Such costs may include but are not limited to, all functions, goods and services, design and engineering work, administrative fees, attorneys' fees, and other professional services fees, plus interest for carrying these charges, even when such cost exceeds the amount of surety.
10. The applicant will coordinate with the County's emergency services on how to safely respond to on-site emergencies.
11. The applicant will commence construction of the project within three years of receiving the CUP Authorization unless an extension is requested in writing by the applicant. The County may grant the extension request with substantiating evidence that construction of the project could not be commenced within the allotted timeframe.

Standards For Review

New Kent County Part II Chapter 98 Article XIX Section 98-744

Below in *ITALICS* are the seven guidelines, listed within New Kent County's Ordinance Part II Chapter 98 Article XIX Section 98-744 in determining the propriety of granting a conditional use permit and in requiring any conditions. The project's applicability/justification to the guidelines are listed below. Any supporting documents/plans referenced within the responses are provided as attachments within the package.

1. *The proposed use shall not be prejudicial to the character of the neighborhood.*

The proposed project is a 3MW Solar Facility is considered an "Energy Generation Facility". An Energy Generation Facility under Chapter 98, Article II Section 98-62 Table of Land Uses is

listed as a Conditional Use within an Industrial District, which is a use permitted in a particular zone only upon showing that such use in a specified location will comply with all the conditions and standards for the location or operation of such use as specified and as established by the Board of Supervisors.

The project is situated on a parcel that has had civil improvements to promote the development of industrial use on the western end of the property. The civil improvements were completed approximately 8 years ago. The property still remains vacant although access from Route 33 and public utilities are available and accessible onsite, but currently, this developable area is only being sought after as a staging/storage area.

The center of the parcel is the narrowest portion of the parcel surrounded by either Resource Protection Areas or utility easements, restricting the development of the property within the easement areas and ultimately reducing the ability to freely develop that section of the property typically associated with Industrial uses without incurring substantial financial costs. This section of the parcel was identified as an ideal location for the proposed solar facility.

The enclosed CUP application and accompanying documents and plans depict the proposed location, associated improvements, proximity to adjacent residences, the adjacent properties current and future land use, and discusses the de-minimis impacts to the surrounding environment and neighboring properties, while still allowing the property to continue to market future industrial development on the remaining \pm 100 acres.

2. *The proposed use shall not adversely affect the general plans for the physical development of the county as embodied in the comprehensive plan.*

The proposed Solar facility will not adversely affect the County's ability to promote further development of the property and surrounding area. As discussed above the enclosed CUP application and accompanying documents and plans depict the proposed location, associated improvements, proximity to adjacent residences, the adjacent properties current and future land use, and discusses the de-minimis impacts to the surrounding environment and neighboring properties, while still allowing the property to continue to market future industrial development on the remaining \pm 100 acres.

3. *The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor impair the value of buildings or property in surrounding areas.*

Please refer to the Conditional Use Permit Application Question 2 for a detailed response. The applicant has provided the County with a list of the adjacent properties and their current and future land use based on the County's Comprehensive Plan. The applicant held Neighborhood Outreach meetings to discuss the project and provided a workshop to the County Planning Commission with an overview of distributed generation and an introduction to the proposed solar facility prior to preparing and submitting the CUP to gauge if the community was in opposition to the proposed project. The proposed project should not affect the value of the surrounding properties based on published third-party studies. In addition, the applicant has provided a decommissioning plan, Engineer's Estimate associated

with the decommission costs, and proffer a condition of the SUP approval to obtain and maintain a performance guarantee to safeguard the county, and neighbors should the facility need to be removed and the site restored.

4. *The proposed use shall not unreasonably restrict an adequate supply of light, water or air to adjacent property nor produce undue congestion in the street.*

Please refer to the Conditional Use Permit Application Questions 4 and 5 for a detailed discussion regarding environmental impacts and anticipated traffic volume. In general, the proposed solar facility is less than one story high and will be constructed on the property with minor grading for the installation of a road and pad for the equipment. The solar panels are installed on helical piers and native vegetation only mowed once-twice a year. The solar facility does not emit air pollution, and the solar panels have an anti-glare coating to minimize any reflection from the sun. The anticipated traffic to the facility will be minimal and consist of one to two vehicles per day.

5. *The proposed use shall adequately provide for access facilities for the estimated traffic.*

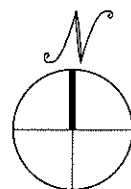
Please refer to the Conditional Use Permit Application Questions 5 for a detailed discussion regarding the estimated traffic. The anticipated traffic to the facility is one to two vehicles per day and will only increase the traffic by 1% based on the roads 230 ADT

6. *The proposed use shall be subject to any applicable site planning or performance standards enumerated in article XXII of this chapter.*

The proposed solar facility CUP plans reflect the County's requirements and performance standards, and the applicant proffers additional conditions regarding the layout of the facility and performance standards to ensure the project incorporates similarly performance standards for a previously approved solar project within a different zoning district that also required Conditional Use approval.

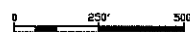
7. *The proposed use shall be reasonable in terms of the logical, efficient, and economical extension of public services and facilities serving the county, such as water, sewer, streets, police and fire protection, transportation, recreation, and public schools.*

Please refer to the Conditional Use Permit Application Questions 3 and 7 for a detailed discussion. In general, the project will not require public utilities and will not have a significant impact on the County's public services. The applicant has proffered a condition of approval to coordinate with the County's emergency services regarding onsite emergencies.



EXISTING CONDITIONS PLAN

SCALE: 1" = 250'



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N/A

REV	DATE	BY	CHECKED	RELEASE LEVEL	CONDITIONAL USE PERMIT SET
1	12/28/21	AK	OK	OK	

SCALE: 1" = 250'

SCALE: 1" = 250'


SCALE: 1" = 250'


SCALE: 1" = 250'

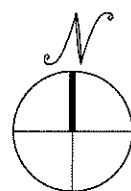
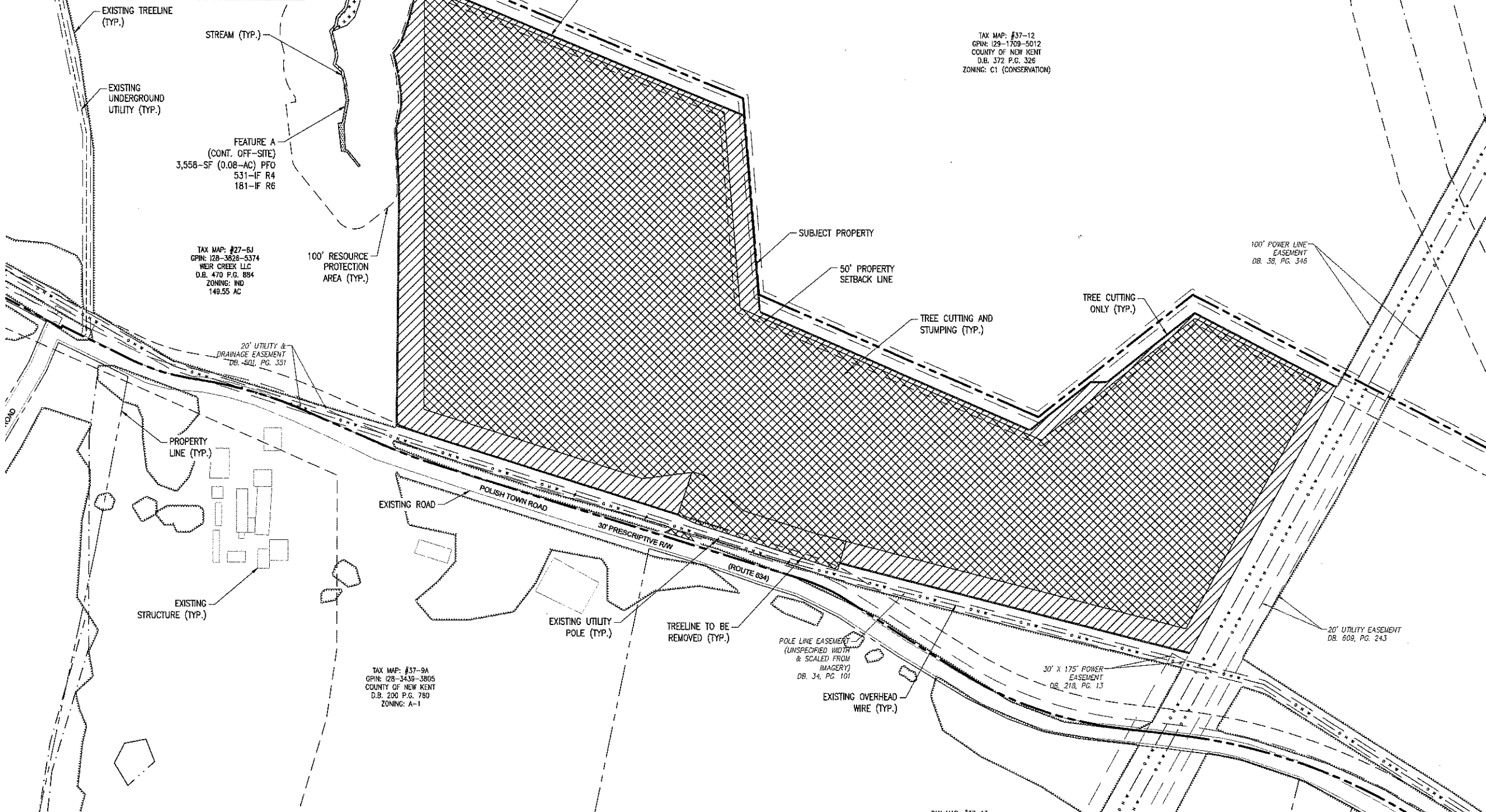
SCALE: 1" = 250'

SCALE: 1" = 250'

TREE CUTTING ONLY = 3.76 ACRES
 TREE CUTTING AND STUMPING = 22.08 ACRES
 TOTAL = 25.84 ACRES


TREE CUTTING ONLY 

TREE CUTTING AND STUMPING 



TREE CLEARING PLAN

SCALE: 1" = 100'



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PROJECT NUMBER:
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REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	12/29/21	AK	CH	CONDITIONAL USE PERMIT SET

SHADES SHOWN ON DRAWINGS ARE USED ONLY WHEN PRINTED AT 11" X 17" & 30"

C-2.0
 TREE CLEARING PLAN

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N/A

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL	CONSTRUCTION	PERMIT SET
1	12/28/21	AK	OW			

SCALES SHOWN ON DRAWINGS
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AT 11" X 17" OR 24" X 36"

C-3.0
LAYOUT AND MATERIALS
PLAN

TAX MAP: #37-12
OPIN: 129-1709-5012
COUNTY OF NEW KENT
D.B. 372 P.G. 326
ZONING: C1 (CONSERVATION)

APPROXIMATE LOCATION
16" UTILITY EASEMENT
DB. 221, PG. 520
PB. 13, PG. 117

EXISTING TREELINE
(TYP.)

STREAM (TYP.)

EXISTING
UNDERGROUND
UTILITY (TYP.)

FEATURE A
(CONT. OFF-SITE)
3,558-SF (0.08-AC) PFO
531-IF R4
181-IF R6

TAX MAP: #27-6J
OPIN: 128-3826-5374
WEIR CREEK LLC
D.B. 470 P.G. 884
ZONING: IND
149.55 AC

20" UTILITY &
DRAINAGE EASEMENT
DB. 501, PG. 351

PROPERTY
LINE (TYP.)

100' RESOURCE
PROTECTION
AREA (TYP.)

ELECTRIC TRENCH
(5,485 LF)
(TYP.)

4' WIDE PERSONAL
ACCESS GATE

3
C-4.0

7' CHAIN LINK FENCE
(5,405 LF)

2
C-5.0

SOLAR MODULES
AND RACKING

9
C-5.0

62' SUBJECT PROPERTY

50' PROPERTY
SETBACK LINE

MOTION SENSOR
ACTIVATED LIGHTING

6
C-4.0

ELECTRICAL
EQUIPMENT AREA

±21.58 ACRES
FENCED AREA

3
C-4.0

4' WIDE PERSONAL
ACCESS GATE

100' POWER LINE
EASEMENT
DB. 38, PG. 346

PROPOSED STORMWATER
BMP (TYP.)

20" UTILITY EASEMENT
DB. 609, PG. 243

POLE LINE EASEMENT
(UNSPECIFIED WIDTH
& SCALED FROM
IMAGERY)
DB. 34, PG. 101

30' X 175' POWER
EASEMENT
DB. 218, PG. 13

EXISTING OVERHEAD
WIRE (TYP.)

PROPOSED UTILITY
POLE (TYP.)

PROPOSED OVERHEAD
WIRE (TYP.)

20' GRAVEL
ACCESS DRIVEWAY

POINT OF
INTERCONNECTION

EXISTING UTILITY
POLE (TYP.)

EXISTING ROAD
APPROXIMATE
LOCATION OF
SITE SIGNAGE

VEHICLE ACCESS
GATE

8
C-5.0

1
C-5.0

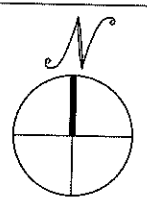
ZONING SUMMARY TABLE

PARCEL NUMBER(S): 128-3826-5374

ZONING DISTRICT: IND

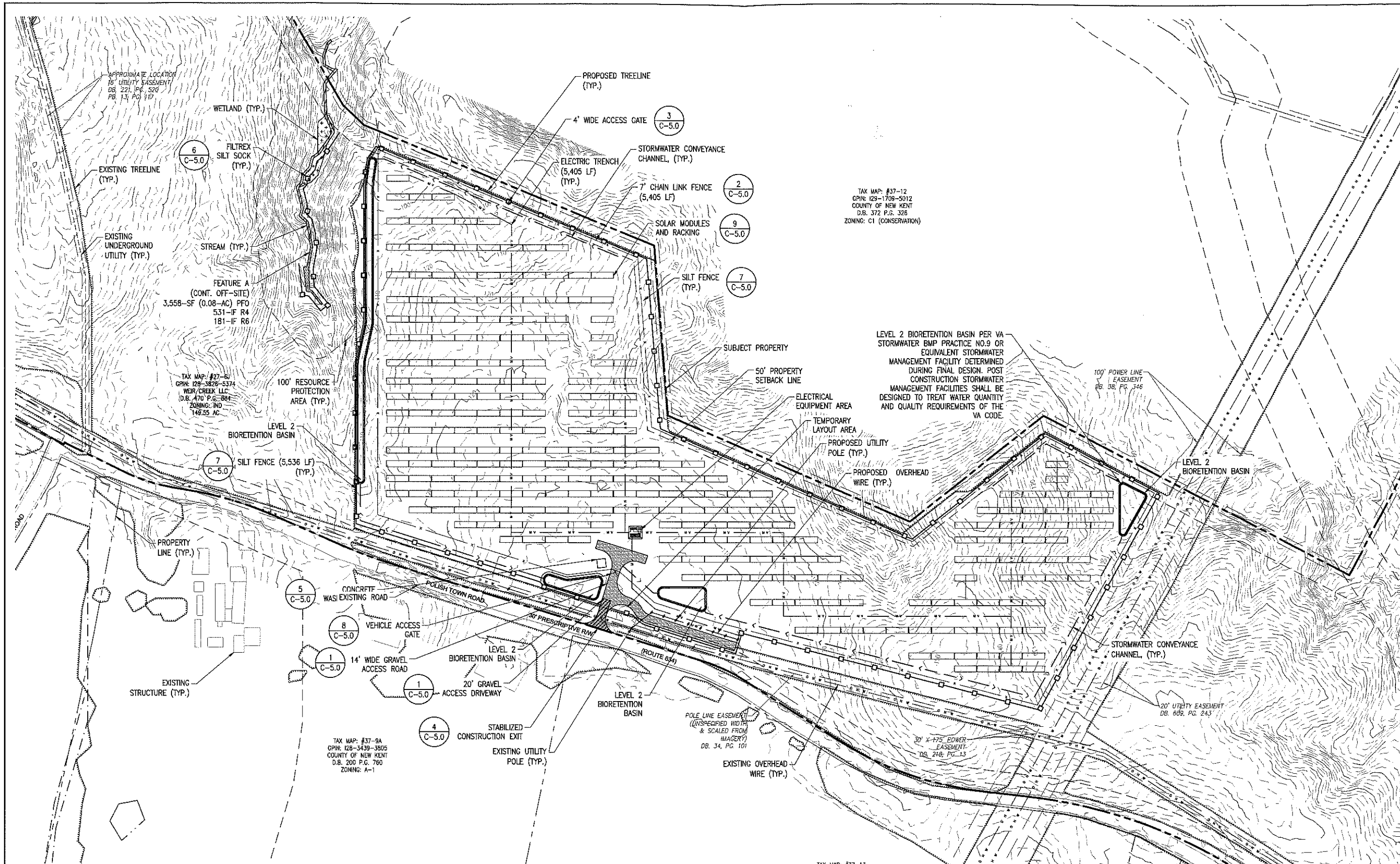
	UNITS	MIN. DIMENSIONS/AREAS	ACTUAL	NOTES
MINIMUM LOT AREA	ACRE	PUBLIC WATER & SEWER - 1 AC NO PUBLIC WATER & SEWER - 3 AC	194.55	NONE
LOT WIDTH	FEET	150	518	NONE
FRONT YARD	FEET	PRINCIPAL - 70' ACCESSORY STRUCTURES, PARKING AND DRIVE AISLES - 30'	122	FROM THE MODULES
SIDE YARD	FEET	PRINCIPAL - 30' ACCESSORY STRUCTURES, PARKING AND DRIVE AISLES - 10'	1572	FROM THE MODULES
REAR YARD	FEET	PRINCIPAL - 30' ACCESSORY STRUCTURES, PARKING AND DRIVE AISLES - 10'	53	FROM SOLAR PANELS AND ANCILLARY EQUIPMENT
MAXIMUM HEIGHT	FEET	60	14	AS MEASURE FROM GRADE AT BASE OF STRUCTURES

*From Solar Bylaw



LAYOUT AND MATERIALS PLAN

SCALE: 1" = 100'



TAX MAP: #37-12
GRN: 129-1709-5012
COUNTY OF NEW KENT
D.B. 372 P.G. 326
ZONING: C1 (CONSERVATION)

LEVEL 2 BIORETENTION BASIN PER VA
STORMWATER BMP PRACTICE NO.9 OR
EQUIVALENT STORMWATER
MANAGEMENT FACILITY DETERMINED
DURING FINAL DESIGN. POST
CONSTRUCTION STORMWATER
MANAGEMENT FACILITIES SHALL BE
DESIGNED TO TREAT WATER QUANTITY
AND QUALITY REQUIREMENTS OF THE
VA CODE.

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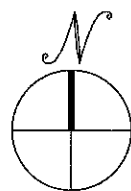
POLISH TOWN ROAD
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PROJECT NUMBER:
N/A

REV	DATE	DRAWN	CHECKED	RELEASE	LEVEL
1	12/28/21	AK	CM	CM	CM

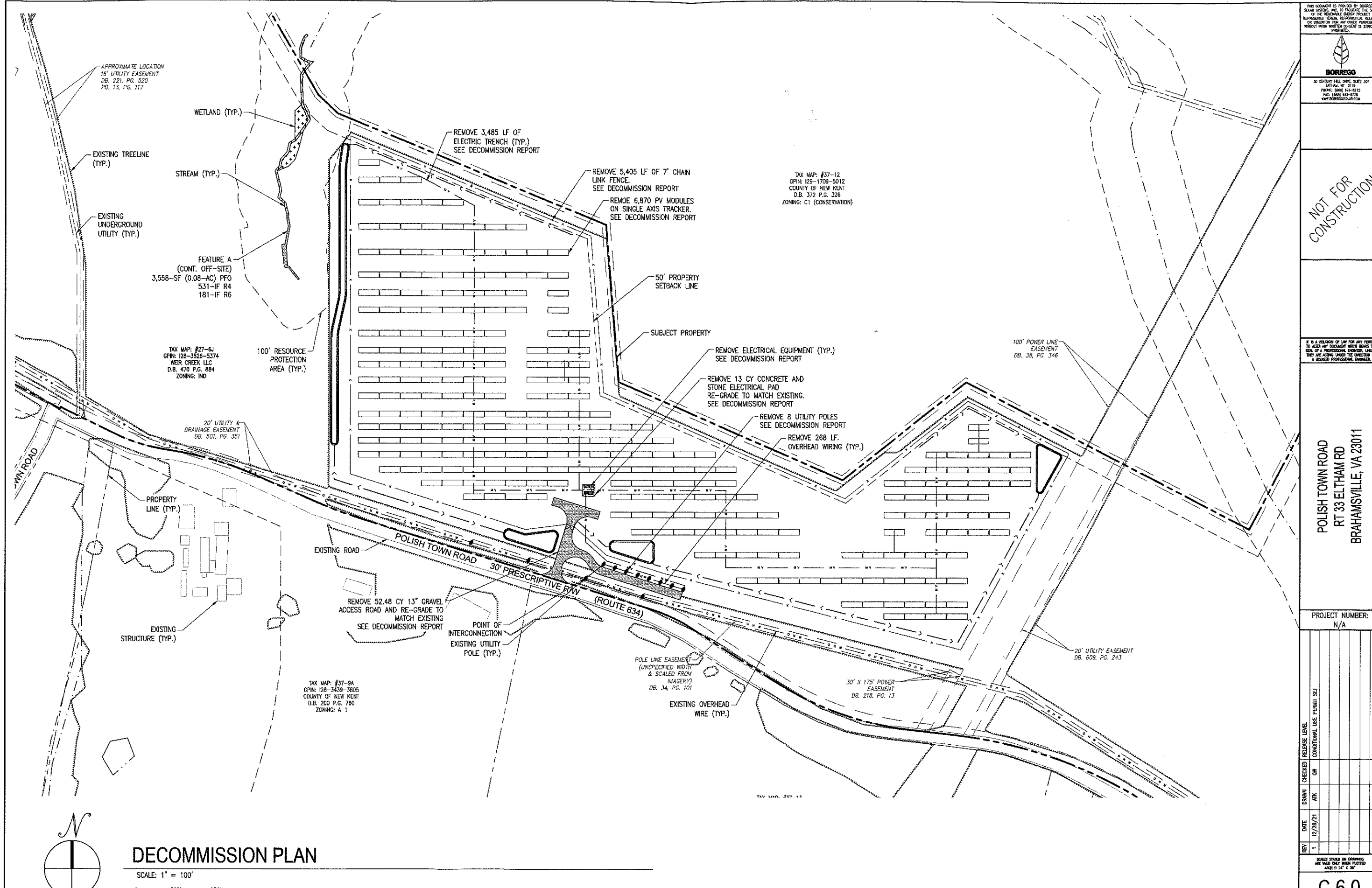
SCALES SHOWN ON DRAWINGS
ARE VALID ONLY WHEN PRINTED
ON A 24" X 36"

C-4.0
GRADING AND EROSION
CONTROL PLAN



GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 100'
0 100' 200'



APPROXIMATE LOCATION
16" UTILITY EASEMENT
DB. 221, PG. 520
PB. 13, PG. 117

EXISTING TREELINE
(TYP.)

STREAM (TYP.)

EXISTING
UNDERGROUND
UTILITY (TYP.)

FEATURE A
(CONT. OFF-SITE)
3,558-SF (0.08-AC) PFO
531-IF R4
181-IF R6

TAX MAP: #27-64
CPIN: 128-3826-5374
WEIR CREEK LLC
D.B. 470 P.G. 884
ZONING: IND

100' RESOURCE
PROTECTION
AREA (TYP.)

20' UTILITY &
DRAINAGE EASEMENT
DB. 501, PG. 351

PROPERTY
LINE (TYP.)

EXISTING
STRUCTURE (TYP.)

REMOVE 52.48 CY 13" GRAVEL
ACCESS ROAD AND RE-GRADE TO
MATCH EXISTING
SEE DECOMMISSION REPORT

POINT OF
INTERCONNECTION
EXISTING UTILITY
POLE (TYP.)

TAX MAP: #37-9A
CPIN: 128-3439-3805
COUNTY OF NEW KENT
D.B. 200 P.G. 760
ZONING: A-1

REMOVE 3,485 LF OF
ELECTRIC TRENCH (TYP.)
SEE DECOMMISSION REPORT

REMOVE 5,405 LF OF 7' CHAIN
LINK FENCE.
SEE DECOMMISSION REPORT

REMOVE 6,870 PV MODULES
ON SINGLE AXIS TRACKER.
SEE DECOMMISSION REPORT

50' PROPERTY
SETBACK LINE

SUBJECT PROPERTY

REMOVE ELECTRICAL EQUIPMENT (TYP.)
SEE DECOMMISSION REPORT

REMOVE 13 CY CONCRETE AND
STONE ELECTRICAL PAD
RE-GRADE TO MATCH EXISTING.
SEE DECOMMISSION REPORT

REMOVE 8 UTILITY POLES
SEE DECOMMISSION REPORT

REMOVE 268 LF.
OVERHEAD WIRING (TYP.)

100' POWER LINE
EASEMENT
DB. 38, PG. 346

POLE LINE EASEMENT
(UNSPECIFIED WIDTH
& SCALED FROM
IMAGERY)
DB. 34, PG. 101

EXISTING OVERHEAD
WIRE (TYP.)

30' X 175' POWER
EASEMENT
DB. 218, PG. 13

20' UTILITY EASEMENT
DB. 608, PG. 243

TAX MAP: #37-12
CPIN: 129-1709-5012
COUNTY OF NEW KENT
D.B. 372 P.G. 326
ZONING: C1 (CONSERVATION)

THIS DOCUMENT IS PROVIDED BY BORREGO
SOLAR SYSTEMS, INC. TO FACILITATE THE SALE
OF THE REDEVELOPABLE EASEMENT PROJECT.
REPRESENTED HEREON. REPRESENTATION, RELIANCE
OR OBLIGATION FOR ANY OTHER PURPOSE,
WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY
PROHIBITED.

BORREGO

50 CENTURY HILL DRIVE, SUITE 301
LUTHER, VA 22110
PHONE: (800) 888-1070
FAX: (800) 843-8778
WWW.BORREGOSOLAR.COM

NOT FOR
CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON
TO ALTER ANY DOCUMENT WHICH BOWS THE
SEAL OF A PROFESSIONAL ENGINEER, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF
A LICENSED PROFESSIONAL ENGINEER.

POLISH TOWN ROAD
RT 33 ELTHAM RD
BRAHAMSVILLE, VA 23011

PROJECT NUMBER:
N/A

REV	DATE	DRAWN	CHECKED	RELEASE LEVEL
1	12/29/21	ATK	CW	CONDITIONAL USE PERMIT SET

ALL DIMENSIONS ON DRAWINGS
ARE VALID ONLY WHEN PLOTTED
AT 11" X 17" SCALE

C-6.0
DECOMMISSION PLAN

DECOMMISSION PLAN

SCALE: 1" = 100'



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

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

Subject

Other Business

Issue

Recommendation

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

10:20 a.m.

Person Appearing:

Request
prepared by:

W. Watkins, Deputy
Clerk of the Board

Telephone:

804-966-9687

Copy provided
to:

REVIEWERS:

Department
Clerk

Reviewer
Watkins, Wanda

Action
Approved

Date
3/23/2022 - 9:01 AM

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

Meeting Date: 3/30/2022

Agenda Item

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adjourn
Subject	Adjournment
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, April 11, 2022 and the next work session at 9:00 a.m. on Wednesday, April 27, 2022, both in the Boardroom of the County Administration Building.

Time Needed:	10:30 a.m.	Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Closed Session Motions (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	3/23/2022 - 9:00 AM

MOTIONS FOR CONVENING A CLOSED SESSION

- 1 I move to go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia for *(discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or County employees)* involving _____.
- 3 I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for *discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County)* involving _____.
- 4 I move to go into closed session pursuant to §2.2-3711A.4 of the Code of Virginia for *(the protection of the privacy of individuals in personal matters not related to public business)* involving _____.
- 5 I move to go into closed session pursuant to §2.2-3711A.5 of the Code of Virginia for *(discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community)* involving _____.
- 6 I move to go into closed session pursuant to §2.2-3711A.6 of the Code of Virginia for *(discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the County would be adversely affected)* involving _____.
- 7 I move to go into closed session pursuant to §2.2-3711A.7 of the Code of Virginia for *(consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel)* involving _____.
- 19 I move to go into closed session pursuant to §2.2-3711A.19 of the Code of Virginia for *(discussion of plans to protect public safety as it relates to terrorist activity and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure)* involving _____.
- 28 I move to go into closed session pursuant to §2.2-3711A.28 of the Code of Virginia for *(discussion or consideration of records excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.6 by a responsible public entity or an affected local jurisdiction, as those terms are defined in § 56-557, or any independent review panel appointed to review information and advise the responsible public entity concerning such records)* involving _____.

- 29 I move to go into closed session pursuant to §2.2-3711A.29 of the Code of Virginia for *(discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board)* involving _____.
- 33 I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for *(discussion or consideration of confidential proprietary records and trade secrets excluded from this chapter pursuant to subdivision 18 of § 2.2-3705.6.)* involving _____.

CERTIFICATION OF CLOSED SESSION

A. Motion

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

B. Vote taken on certification.

Present:

Vote:

Thomas W. Evelyn
C. Thomas Tiller, Jr.
Patricia A. Paige
Ron Stiers
John N. Lockwood