



Augusta County Board of Supervisors
Regular Meeting
Wednesday, July 24, 2024 – 7:00 PM
Government Center Main Board Room

PLEDGE OF ALLEGIANCE

INVOCATION - Public participation is optional; those who wish to join the Board of Supervisors in prayer are asked to remain standing after the Pledge.

PUBLIC HEARINGS:

1. **REZONING REQUEST-ZACHARY DEAN**
 - a. Consider a request to rezone from General Agriculture to General Business approximately 2.515 acres owned by Zachary Dean located at 3840 East Side Highway near Harriston in the Middle River Magisterial District. The Planning Commission recommends denial of the request.
Rezoning_Zachary Dean_July 2024.pdf
2. **AUGUSTA SOLAR, LLC**
 - a. Consider appeal of Planning Commission Substantial Accord Determination (Augusta Solar Project).
(THIS IS NOT A PUBLIC HEARING)
Petition to Appeal.pdf
 - b. Consider a request by Augusta Solar LLC to construct and operate a large solar energy system (90 MWac) on property owned by the following landowners: Waynesboro Nurseries, Inc. (TMPs 076-44A, 085-8, 085-9, 085-24, 085-25, 085-34, 085-35, 085-58, 085-58A); East, Robert E. Jr. Revocable Trust (TMP 084-87); Martin, Gary E. 50% & Dale L. 50% (TMPs 084-106, 084-107, 084-108, 084-108A, 084-108B, 084-108E, 084-108J); Boxley, Alphonso P. III Trustee & Dale S. Boxley, Trustee (TMP 085-61); Hunter, Lyle Walton (TMP 085-4); Kiser, Orvin H., Jr., & Trustee (TMP 085-62); Brenneman, James & Magdalene F. (TMPs 085-63D and 085-63E).
AES Executive Summary_Revised.pdf
Staff Report Final Draft 4-11-24.pdf
AES_Maps.pdf

**** (END OF PUBLIC HEARINGS) ****

3. **CONSENT AGENDA**

Consider the following:

 - a. **Claims paid since June 1, 2024.**
Claims Paid June 2024.pdf
 - b. **Inclusion in opioid settlement.**
National Opioid Settlement Notice - Kroger.pdf
Opioid Resolution with Kroger.pdf
 - c. **The Crozet Tunnel Smart Scale Resolution.**
Crozet Tunnel Smart Scale Resolution.pdf

- d. [A resolution declaring a local drought emergency.](#)
[Drought 2024.pdf](#)
- e. [A funding request from the Middlebrook Ruritans for stone replacement from the Riverheads Infrastructure Account in the amount of \\$1,050.00.](#)
[RH Infrastructure_Middlebrook Ruritans_stone.pdf](#)
- f. [A funding request for Riverheads Volunteer Fire Department for an extractor drain line extension from the Riverheads Infrastructure Account in the amount of \\$15,500.00.](#)
[RH Infrastructure_RHVFD_Prestige Plumbing LLC Estimate - E240310983.pdf](#)
- g. [A Parks and Recreation infrastructure funding request for Stuarts Draft Park for netting in the amount of \\$12,470.00 from the Riverheads, Wayne, South River and Beverley Manor Districts.](#)
[Request for funds for netting system. request.pdf](#)
- h. [Mill Place Parkway donation of right-of-way to VDOT.](#)
[Mill Place Right-Of-Way to VDOT.pdf](#)

**** (END OF CONSENT AGENDA) ****

- 4. **MATTERS TO BE PRESENTED BY THE PUBLIC**
 - 5. **MATTERS TO BE PRESENTED BY STAFF**
 - 6. **MATTERS TO BE PRESENTED BY THE BOARD**
 - 7. **ADJOURNMENT**
-



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: REZONING REQUEST-ZACHARY DEAN

DEPARTMENT: Planning and Community Development

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Rezoning_Zachary Dean_July 2024.pdf](#)



**COUNTY OF AUGUSTA
REZONING STAFF REPORT
ZACHARY DEAN
JULY 24, 2024**

SUMMARY OF REQUEST	A request to rezone from General Agriculture to General Business approximately 2.515 acres owned by Zachary Dean (TMP 039 61A) located on 3840 East Side Highway near Harriston in the Middle River Magisterial District. The property is located in a Rural Conservation Area of the Comprehensive Plan planned for Agriculture. The purpose of the rezoning is to rezone to General Business in order to add a larger storage lot to the south side of the property, construct a shop, and increase the size of the sales lot along the northern fence. A shipping container is requested to remain on the property.
REZONING NUMBER	24-16
CURRENT ZONING	General Agriculture
VICINITY ZONING	General Industrial to the east, General Agriculture to the west, east, north, and south.
CURRENT PROFFERS	Not Applicable
PROPOSED PROFFERS	Not Applicable
OVERLAY DISTRICTS	Not Applicable
COMPREHENSIVE PLAN PLANNING POLICY AREA / FUTURE LAND USE DESIGNATION	Rural Conservation Area/Agriculture
SOILS	The parcel is not in land use.
OTHER INFORMATION	Not Applicable
SUMMARY OF STAFF RECOMMENDATION	Staff recommends denial of the request.
ALTERNATIVES	Recommend approval of the request.

AGENCY COMMENTS

SOILS

This parcel is not in land use; therefore, soils information is not readily available.

SCHOOL BOARD STAFF COMMENTS

Property Owner: Zachary Dean

Tax Map: 039 61A

Schools: CLES, SMS, FDHS

Impact: The request for a change of approximately 2.51 acres from General Agriculture to General Industrial would have no impact on these three (3) schools.

The table below indicates the enrollment as of April 18, 2024.

School	Enrollment	Capacity
Clymore Elem (CLES)	798	834
Stewart Middle (SMS)	524	720
Fort Defiance (FDHS)	715	900

AUGUSTA COUNTY FIRE-RESCUE

After review of the above project, the Augusta County Fire-Rescue Department provides the following:

Fire-Rescue sees little to no impact on service delivery from this request.

Fire-Rescue has no further comment.

If you have further questions, please contact me at 540-245-5624.

TRAFFIC DATA

Rte. 340 (East Side Hwy.)

-AADT: 6400 (2021)

-Speed Limit: 55 MPH (Posted)

-K-factor: .0952, Direction Factor: 1.000

-Funct. Minor Arterial

VDOT COMMENTS

VDOT understands that the above referenced applicant may request to rezone approximately 2.51 acres of the referenced parcel from General Agriculture to General Business. VDOT is providing the following comments and/or concerns pertaining to the request:

VDOT SITE SPECIFIC COMMENTS

It is estimated that the use will exceed 50 vehicle trips per day (enter + exit); therefore, the existing gravel low volume commercial entrance will need to be upgraded to a paved Moderate Volume Commercial Entrance. No vehicles or equipment are allowed to occupy VDOT right-of-way.

VDOT GENERAL COMMENTS

Should the safety, use, or maintenance level of any existing or proposed entrance to a VDOT maintained highway change in the future, VDOT reserves the right to require additional modifications as warranted by the site-specific conditions.

If any work is required on VDOT right-of-way, a VDOT Land Use Permit is required. The permit is issued through the Harrisonburg Residency office.

Thank you for the opportunity to comment. Please feel free to contact me at 540-248-1631 if you have any questions or concerns.

AUGUSTA WATER COMMENTS

Augusta Water has reviewed this potential rezoning request and has the following comment(s):

1. There is no public water or sewer available in the area of the subject parcel.

ENGINEERING COMMENTS

Applicant/Owner: Zachary Dean

TM 39-Parcel 61A

Zoning: GA

Environment Ordinance Considerations

The improvements to this site have cumulatively added more than 10,000 sf of impervious area as well as land condition changed in excess of 1 acre. As per §9-11 A. 4. of the County ordinance, a full ESC and stormwater plan will be required.

This property drains to South River which is listed on the Virginia DEQ 2022 Impaired Waters List. This impaired segment extends from its confluence with Porterfield Run downstream to its confluence with Stull Run. The impaired uses are aquatic life, recreation and fish consumption, the specific impairments are violations of the general standard for benthic, E. coli, fecal coliform bacteria and mercury in fish tissue. The sources are municipal (Urbanized High-Density Area) for the benthic impairment, agriculture, non-point sources and wildlife other than waterfowl for the bacterial impairments and contaminated sediment for the mercury impairment. Numerous TMDLs have been approved for this segment for each of the impairments and must be considered by the applicant.

Additionally, the Augusta County Comprehensive Plan lists the South River-Paine Run watershed as a Priority Watershed for Groundwater Protection due to the presence of karst features and the location of Source Water Assessment Program zones. While infiltration BMPs may not be advised due to the prevalence of karst, it is recommended that water quality treatment be provided onsite vs. purchasing offsite credits.

Overlay Ordinance Considerations

This property lies outside of the Source Water Protection Overlay (SWPO), Airport Overlay District (APO), Floodplain Overlay (FPO) Ordinance and Urban Service Overlay Districts (USO).

Natural Resources Recommendations from the Comprehensive Plan

The Augusta County Comprehensive Plan recommends performance standards to protect natural resources. For Rural Conservation Areas, a riparian buffer of 100 feet on either side of a stream or the limit of the floodplain (wider of the two) is encouraged, and stormwater should not be piped through in a manner to short-cut the buffer. Additionally, there should be no development or filling in floodplain areas. Small-scale trails and reforestation are encouraged.

Portions of the site may contain slopes in excess of 25%. In Rural Conservation Areas, the Comprehensive Plan recommends that slopes >25% and ridgelines be set aside through cluster design.

ZONING ADMINISTRATOR COMMENTS

If the property is rezoned to General Business in order to construct a shop, expand sales lot and impoundment yard currently operating under Special Use Permit the adjoining General Agriculture zoned properties could be negatively impacted by the proposed expansions and other permitted business uses that could be developed on the property. The adjoining General Industrial zoned property should not be negatively impacted.

A site plan meeting the requirements of **Section 25-673** is required prior to any construction of any new building, an Administrative Permit will be required to have a motor vehicle sales lot and to continue to have the impoundment area. Any outdoor storage of equipment, materials or items not for sale requires a Special Use Permit approved by the Board of Zoning Appeals and be screened from public view. The Zoning Ordinance requires a buffer to be provided adjacent to any property line not entirely zoned business or industrial, and any parking areas to the side or rear and within two hundred feet (200') of an established residential use in agriculture must meet the screening requirements of **Sections 25-38 and 25-308**.

All outdoor lighting must meet the requirement of Article VI "Outdoor Lighting."

PLANNING STAFF COMMENTS

PROS

1. The request would have no impact on area schools.
2. Fire-Rescue sees little to no impact on service delivery from this request.
3. The adjoining General Industrial property should not be negatively impacted by the rezoning.

CONS

1. The adjacent General Agriculture zoned properties could be negatively impacted by the expansion and other permitted business uses that could be developed on the property if rezoned.

OTHER NOTES

1. An Administrative Permit will be required to have a motor vehicle sales lot and to continue to have the impoundment area.
2. Per Section 9-11 A. 4. of the Augusta County ordinance, a full Erosion and Sediment Control and stormwater plan will be required.
3. The property is planned for agriculture, meaning there is no future land use designation associate with the subject parcel.
4. A site plan meeting the requirements of **Section 25-673** is required prior to any construction of new building.
5. Any outdoor storage of equipment, materials or items not for sale requires a Special Use Permit approved by the Board of Zoning Appeals and be screened from public view.
6. The Zoning Ordinance requires a buffer to be provided adjacent to any property line not entirely zoned business or industrial, and any parking areas to the side or rear and within two hundred feet (200') of an established residential use in agriculture must meet the screening requirements of **Sections 25-38 and 25-308**.
7. All outdoor lighting must meet the requirement of Article VI "Outdoor Lighting."
8. It is estimated that the use will exceed 50 vehicle trips per day (enter + exit); therefore, the existing gravel low volume commercial entrance will need to be upgraded to a paved Moderate Volume Commercial Entrance.
9. If any work is required on VDOT right-of-way, a VDOT Land Use Permit is required. The permit is issued through the Harrisonburg Residency office.

10. No vehicles or equipment are allowed to occupy VDOT right-of-way.
11. Should the safety, use, or maintenance level of any existing or proposed entrance to a VDOT maintained highway change in the future, VDOT reserves the right to require additional modifications as warranted by the site-specific conditions.

RECOMMENDATION

Staff have concerns over rezoning this parcel from General Agriculture to General Business. There are no surrounding General Business zoned properties, therefore rezoning to General Business could be interpreted as spot zoning. General Business Districts are intended to provide priority locations for a variety of commercial activities in concentrated locations convenient to residential areas. Although there are General Industrial zoned properties on the east side of US-340, the parcels located on the western side of the roadway are narrow and would not be suitable as a commercial corridor.

This parcel is shown on the Comprehensive Plan Future Land Use map as remaining agricultural land with no future land use designation. It is also located in a Rural Conservation Area, which encourages low density residential development and non-intensive agricultural and forestal activities. If the parcel is rezoned to General Business, any permitted business could locate there in the future, regardless of the compatibility with surrounding properties. Permitted General Business uses could have a negative effect on surrounding General Agriculture properties that are primarily used as residences. There are no proposed proffers associated with this rezoning request. In addition, the property is not served by public water or sewer, so any future business uses would need to construct well and septic systems.

The applicant's desired uses; impound yard, vehicle sales, and a repair shop, are permitted by Special Use Permit in General Agriculture districts. Due to the above cited reasons, staff recommend **denial** of this rezoning request, and recommend the applicant pursue amending the current Special Use Permit through the Board of Zoning Appeals.

PLANNING COMMISSION RECOMMENDATION (JULY 9, 2024)

Planning Commission recommends denial of the request.

07/24/24

ORDINANCE

A REQUEST TO REZONE FROM GENERAL AGRICULTURE TO GENERAL BUSINESS APPROXIMATELY 2.515 ACRES (TMP 039 61A) OWNED BY ZACHARY A. DEAN LOCATED AT 3840 EAST SIDE HIGHWAY NEAR HARRISTON IN THE MIDDLE RIVER MAGISTERIAL DISTRICT.

AN ORDINANCE to amend Chapter 25 “Zoning” of the Code of Augusta County, Virginia.

WHEREAS, application has been made to the Board of Supervisors to amend the Augusta County Zoning Maps,

WHEREAS, the Augusta County Planning Commission, after a public hearing, has made their recommendation to the Board of Supervisors,

WHEREAS, the Board of Supervisors has conducted a public hearing,

WHEREAS, both the Commission and Board public hearings have been properly advertised and all public notice as required by the Zoning Ordinance and the Code of Virginia properly completed,

WHEREAS, the Board of Supervisors has considered the application and record, the Planning Commission recommendation and the comments presented at the public hearing,

WHEREAS, the Board of Supervisors has determined that the public necessity, convenience, general welfare, and good zoning practice requires such amendment;

NOW THEREFORE BE IT ORDAINED, by the Board of Supervisors that the Augusta County Zoning Maps be amended as follows:

The zoning on tax map and parcel numbers **039 61A** containing a total of approximately 2.515 acres be changed from General Agriculture to General Business.



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: AUGUSTA SOLAR, LLC

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Petition to Appeal.pdf](#)



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May 23, 2024

Via email:

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RE: Appeal of May 14, 2024 Planning Commission Substantial Accord Determination (Augusta Solar Project)

Dear Chairman Slaven and Members of the Board of the Supervisors:

This firm represents Augusta Solar LLC (“**Applicant**”). On May 14, 2024, Applicant appeared before the Planning Commission for a public facilities review (also known as a “2232 review”) for a proposed 90 MWac solar facility (the “**Project**”) to be located in the County on property owned by various landowners (“**Landowners**”).¹ The Commission voted 6-1 to find the Project not substantially in accord with the Comprehensive Plan. Applicant, on behalf of itself and the Landowners, hereby appeals to the Augusta County Board of Supervisors pursuant to Va. Code

¹ Waynesboro Nurseries, Inc. (TMPs 076-44A, 085-8, 085-9, 085-24, 085-25, 085-34, 085-35, 085-58, 085-58A); East, Robert E. Jr. Revocable Trust (TMP 084-87); Martin, Gary E. 50% & Dale L. 50% (TMPs 084-106, 084-107, 084-108, 084-108A, 084-108B, 084-108E, 084-108J); and Boxley, Alphonso P. III Trustee & Dale S. Boxley, Trustee (TMP 085-61) are the owners who have leased their land to Applicant for solar panels.

§ 15.2-2232(B), to overrule the Planning Commission, for the reasons stated in the Petition for Appeal (**Exhibit A**, attached).²

Virginia Code § 15.2-2316.7 Requirements

Because the Project is not just any public facility, but is a solar facility greater than five megawatts, Applicant is required by law to meet with you about a siting agreement. The Board previously determined that it did not want to meet, discuss and negotiate a siting agreement prior to the Planning Commission holding the 2232 review. That review has now taken place. Therefore, at this time, we respectfully request the meeting, discussion and negotiation required by Virginia Code § 15.2-2316.7 (“[An] applicant [for a solar project] **shall** meet, discuss, and negotiate a siting agreement with such locality.” (emphasis added)). Our initial proposal for a siting agreement is attached for your review prior to the meeting. (**Exhibit B**, attached.) This is an initial proposal only, and we are open to suggestions and revisions that may arise during the course of our negotiation.

We defer to you as to whether to meet with Board members two-by-two, or in an open work session, or in a closed session with the County Attorney, or some combination of these. In other localities, we have negotiated siting agreements using all those meeting methods, but we defer to you and the County Attorney as to the best way to meet. While there is no mandate to consummate a siting agreement if we are unable to agree on terms, it is mandatory to meet, discuss and negotiate one. Compliance with the statute requires a good-faith, honest effort in that regard. Whether or not the parties ultimately agree to enter into a siting agreement, Applicant genuinely seeks feedback from the Board about the Project and Applicant’s proposed financial terms, so that when the Project comes before the Board, the County and Applicant will have at least acted in good faith in accordance with the process required by law, thereby ensuring that the Project that is presented for the Board’s consideration is the best it can be.

If the parties are able to negotiate a siting agreement and it is approved by the Board, then this appeal would become moot. *See* Virginia Code § 15.2-2316.9(C). Therefore, in the spirit of cooperation, and to allow sufficient time to meet, discuss and negotiate a siting agreement, Applicant is willing to waive the 60-day appeal hearing period.

Very truly yours,



Karen L. Cohen,
Counsel for Applicant

² Applicant incorporates herein all materials attached to this letter and all materials submitted to Staff and the Planning Commission in support of the application for the Project approval and reserves the right to supplement or amend this appeal and provide further support in advance of any hearing.

PETITION FOR APPEAL
(Va. Code § 15.2-2232(B))

PETITIONER, Augusta Solar LLC (“*Applicant*”), on behalf of itself and various landowners,¹ respectfully requests the Board of Supervisors of Augusta County overrule the Planning Commission’s determination that Applicant’s proposed project is not substantially in accord with the Comprehensive Plan, for the following reasons:

1. Applicant has applied for a special use permit to develop an approximately 90 MWac solar facility to be located in the County (the “*Project*”).

2. Prior to a hearing on the special use permit, the County requires Applicant to first present the Project to the Planning Commission for a public facilities review under Virginia Code § 15.2-2232, pursuant to which the Planning Commission is to make a finding as to whether “the general location or approximate location, character, and extent” of the Project is “substantially in accord with the adopted comprehensive plan or part thereof.” *Id.* (also known as a “2232 review”).

3. Applicant requested on January 8, 2024 to meet, discuss and negotiate a siting agreement with the Board, as required by Virginia Code § 15.2-2316.7. To date, however, that meeting has not occurred. The Board previously decided not to meet, discuss and negotiate a siting agreement prior to the 2232 review. Concurrently with this Petition for Appeal, Applicant has requested the statutorily mandated meeting, discussion and negotiation, and has submitted a proposed siting agreement for the Board’s review.

4. On May 14, 2024, Applicant presented the Project to the Planning Commission for the 2232 review. For the reasons set forth herein and in Applicant’s submissions to date, the

¹ Waynesboro Nurseries, Inc. (TMPs 076-44A, 085-8, 085-9, 085-24, 085-25, 085-34, 085-35, 085-58, 085-58A); East, Robert E. Jr. Revocable Trust (TMP 084-87); Martin, Gary E. 50% & Dale L. 50% (TMPs 084-106, 084-107, 084-108, 084-108A, 084-108B, 084-108E, 084-108J); and Boxley, Alphonso P. III Trustee & Dale S. Boxley, Trustee (TMP 085-61) are the owners who have leased their land to Applicant for solar panels.

Project's general or approximate location, character and extent **is** substantially in accord with the County's Comprehensive Plan, including the "part thereof" in the Utilities Chapter that contains the County's solar siting policy, which has the following as its stated objective:

"Encourage distributed solar and **Carefully sited utility scale solar** as a means of achieving renewable energy goals." (Emphasis added.)

5. The Staff Report addresses various siting pros and cons of the Project; among the positive comments was that "**this energy system has been carefully and thoughtfully designed to mitigate visual impacts of rural viewsheds**" and that "[d]uring the site tour, staff observed that **the majority of the project parcels are well hidden and away from developed areas.**" (Emphasis added.)

6. In addition to satisfying these key Comprehensive Plan elements, the Project also aligns with the Comprehensive Plan's broader goals, including encouraging renewable energy, preserving agriculture, and encouraging growth in the development areas. As these goals are to some degree conflicting, it is logically impossible to fully satisfy them all – instead, these competing goals can only be reconciled by striking an appropriate *balance*. Even if the policy goals were wholly consistent (which they are not), for the Commission to make a positive finding that the Project is in substantial accord with the Comprehensive Plan, it is not necessary for the proposal to *wholly* align with *every* stated goal, or even every element of the Comprehensive Plan's solar policies. Rather, a positive finding of substantial accord requires only that the *general or approximate* location, character and extent of the proposed public facility be *substantially* in accord with the Comprehensive Plan. This Project easily meets this standard, satisfying numerous

elements of the Comprehensive Plan as well as every applicable solar policy in whole or in part (See **Exhibit 1**).

7. Yet, the Planning Commission voted 6-1 to find the Project not substantially in accord with the Comprehensive Plan. The process, however, was fundamentally flawed. Only three Commissioners discussed the Project before voting, and each made a number of factually inaccurate statements about the Project. Applicant is not suggesting that their misstatements were intentional – the Commissioners may have misunderstood the facts. Nevertheless, a decision made in this manner is improper, unfair to Applicant, and cannot stand.

8. Commissioner Howdysshell, referring to the solar array pods, stated that “a couple of those pods don’t meet the county ordinance.” Commissioner Leonard echoed this, saying that people “are concerned about the lack of adequate setback from what we like to see . . . if they can’t meet the requirements that we ask, is it really a viable piece of land for that project?” Both these statements – that the Project does not meet the county ordinance and the suggestion that Applicant “can’t meet the [setback] requirements” – are inaccurate. In fact, “[t]he proposed project meets the minimum setback and buffering requirements as required by the Ordinance.” *Staff Report* at 7. Thus, any suggestion that the Project does not comply with the ordinance setbacks is simply untrue. The Project complies with the County ordinance in all respects, and in fact, every portion of the Project *meets or exceeds* the zoning ordinance setbacks.

9. The Board has discretion to approve a different setback if “the Board of Supervisors is satisfied that different setbacks, either lesser or greater, are adequate or necessary to protect neighboring properties.” Augusta County Zoning Ordinance (ACZO) § 25-70.8(5). Adjusting certain setbacks where buffering is sufficient to protect neighboring properties would allow more land to remain for agriculture. As was required by the Zoning Administrator, however, Applicant

submitted a Project plan that meets or exceeds all required setbacks; it is up to the Board whether to approve a different setback and/or to impose conditions to further mitigate viewshed impacts. Commissioners' statements that the Project does not comply with the ordinance, when in fact it does, were simply wrong and unfairly prejudiced Applicant.

10. There were additional factual inaccuracies that not only tainted the process, but misled the public. Commissioner Leonard expressed a lack of awareness of Applicant's financial commitments to the County. Specifically, Commissioner Leonard said "one of the things I can't get my head around . . . is the income that Augusta County gets, the benefit that Augusta County gets. There hasn't been anything shown of how that number generated There's no hard numbers that we see that say that it's going to benefit Augusta County from a tax standpoint I don't have an answer for the income that's generated. I don't believe what they say" However, Applicant has presented hard numbers demonstrating the tax benefits to the County as well as additional financial compensation, amounts that represent actual financial obligations of the developer (and which would be legally binding obligations of the developer under a siting agreement and/or pursuant to use permit conditions).

11. Supervisor Bragg acknowledged that Applicant had offered a "generous package to the County" but said she was "concerned that no consideration was given to the Service Authority that actually has water and sewer lines in the ground." However, the precise mechanism for making payments is something that is easily worked out through negotiated conditions and/or a siting agreement, and has no bearing on the 2232 review.² Supervisor Bragg said that the County has "to look at the lost opportunities . . . return on the investments of the Water Service Authority

² The Board of Supervisors may determine how to allocate such funds, whether some or all is used for cost-sharing with the Water Authority for future infrastructure projects or whether it is used to pay debt service on prior investments, or any other appropriate allocation of such funds.

. . . .” Applicant did look at the “lost opportunities” and “return on investments” that the Water Authority presented and, based on those considerations, ensured that its mitigation proposal was more than adequate. Thus, the suggestion that “no consideration” had been given to this was simply incorrect.

12. The Project proposal included a proposed condition to provide an initial cash payment of \$5,000,000, and annual cash payments of \$1,400 per megawatt, escalating annually. As to where the numbers come from, the \$5,000,000 payment derives from Augusta Water’s estimated economic impact from the alleged “loss” of residential customers. According to Phil Martin of Augusta Water, “if residential development were to occur on these parcels at any time during the next 35 years (as it is anticipated in the Comprehensive Plan and Small Area Plan), Augusta Water projects that such development could generate net revenue of approximately \$4.8 million, more or less, depending on when the development occurs.” (Augusta Water Memo, dated May 2, 2024 from Mr. Martin to the Planning Commission and Board). The \$5 million *up-front* payment offered by Applicant substantially exceeds this speculative future “loss” projected over several decades. Making payment in an up-front lump sum provides substantial *additional* economic benefits to the County. Yet, the Planning Commission failed to consider these significant economic benefits (not to mention increased real estate taxes and other economic benefits cited in the economic impact report Applicant submitted), and the public was misled to believe the Project provided no financial benefits at all.

13. As to the *additional* \$1,400 per megawatt for the annual payments over the Project’s life, this number derives from the Code of Virginia’s “revenue share” statute, and comes directly from the language of similar payment conditions *that the County has approved on other solar projects*. Again, it is simply untrue that “nothing” confirms that money will actually come

to the County – in fact, even without the proposed condition, Applicant is required by law to pay machinery and tools taxes.

14. In the proposed siting agreement, in lieu of the proffered condition, Applicant has offered to make up-front payments totaling Six Million Dollars (**\$6,000,000**) and to pay machinery and tools taxes or the revenue share equivalent, *whichever is greater*, providing economic benefits and certainty to Augusta County that the Project will always pay the County the highest of these annual assessments. The Planning Commission gave no consideration to the extensive financial commitments made by Applicant, and – to the contrary – the statement that there was nothing to confirm the money will actually come to the County gave fellow Commissioners and the public the false impression that the County might not get any financial compensation whatsoever.

15. The serious factual inaccuracies, misstatements, and omissions cited above are alone sufficient reasons to overrule the Planning Commission. Nevertheless, the Planning Commission’s determination also must be overruled because their actions violate the County’s Zoning Ordinance. The Zoning Ordinance requires that any specific decision involving application of the Comprehensive Plan must “**reasonably** anticipate the nature and extent of future growth and change.” ACZO § 25-5(A) (emphasis added). Here, the Planning Commission failed to comply with this requirement, unreasonably concluding without any factual basis, that the proposed Project inhibits future growth and results in economic harm to the County, even though the entire Project proposes to use only *six-tenths of one percent* of the County’s development area for solar. And worse, the public was incorrectly led to believe that this speculative harm had not been mitigated, depriving Augusta citizens of important knowledge about the Project’s benefits to the County.

16. Additionally, Supervisor Bragg’s comment that the County has “spent a lot of money on infrastructure” was misleading because although it is true that such investments were made, the fact is that the Project does not materially impact such infrastructure. As Staff reported, other than the small area that is within the Urban Service Area, none of the parcels that are proposed to have solar panels have public water or sewer. *Staff Report* at 7. And the small portion that is located on parcels with such infrastructure (south of the railroad tracks) are purposefully designed for the sewer lines to be accessible, as well as to retain open space for a future greenway that is shown in the Stuarts Draft Small Area Plan. Yet, the Commission ignored these facts and instead promoted the false narrative that significant water and sewer infrastructure investments would be negated by the Project, when in fact, almost none of that infrastructure is in the Project area.

17. Supervisor Bragg noted that there would be “470 acres that are immediately not available for growth”; however, this ignores the fact that there is plenty of available land for development within the planning policy areas that envision such development, especially when future growth and change is *reasonably* anticipated, as the ordinance requires. Even the Comprehensive Plan acknowledges that it is not necessary for every parcel within the development areas, even within Stuarts Draft, to be developed according to the County’s future land use plans: “It is also recognized that not every parcel of land in the Urban Service Area [or the Community Development Area] will be sold for development within the next 20 years and not every parcel, due to site specific considerations, is appropriate for development at the densities proposed.” *Stuarts Draft Small Area Plan*, Chapter IV.³

³ The Stuarts Draft Small Area Plan is a part of the County’s Comprehensive Plan.

18. Supervisor Bragg’s comment that there would be “470 acres that are immediately not available for growth” is at odds with the Stuarts Draft Small Area Plan, which *reasonably* acknowledges that growth will *not* be immediate. Based on existing conditions and *reasonable* projections of future growth and change, it is clear that the pace of growth is not so rapid as to cause concern about this relatively small area being used for solar. Solar is exactly the right type of interim land use that is appropriate in a situation like this – where gradual growth is desired and reasonably anticipated.

19. Additionally, the Planning Commission used impermissibly vague, inconsistent and conflicting standards, depriving the landowners and Applicant of the right to a fair process and even enforcement. For example, Commissioner Howdyshell criticized the Project for being “scattered all over creation,” while Supervisor Bragg criticized it for “clustering” illustrating how these inconsistent and unclear solar policies are impermissibly used to play “gotcha” with a solar project applicant. There was no meaningful discussion of the fact that fragmentation avoids clustering, improves viewsheds, helps to maintain the area’s rural character, and preserves trees and open space. Instead, the inconsistent and impossibly vague policies about “fragmentation” and “clustering” were blandly recited as meaningless strikes against the Project.

20. Employing vague and inconsistent policies to identify project faults results in uneven enforcement and unfair treatment of applicants. For example, the Planning Commission ignored the fact that, with respect to an approved project in the same general location, Staff had said that “the presence of a solar facility should neither inhibit future neighborhood growth nor fragment the existing development pattern.” (Staff Report on Wayne Avenue Solar.) Staff further observed (on that same project) that there is a benefit to locating solar on the south side of the railroad tracks as that “would allow any future development that does occur over the lifespan of

the facility to still occur . . . directly to the north . . . [on property] owned by the same property owner.” These same favorable considerations apply here, yet this fact was wholly disregarded by the Planning Commission.

21. Additionally, the Comprehensive Plan favors higher intensity development in the Urban Service and Community Development Areas, yet the Project is faulted for “taking” prime farmland, even though a housing development or manufacturing facility permanently takes prime farmland and forever alters the landscape. Instead of *fairly* evaluating the Project’s adherence to the stated Comprehensive Plan goal to “balance the utility scale solar land use with other important and valuable land uses for our citizens,” the Planning Commission’s double-speak about making “470 acres immediately not available for growth” (Supervisor Bragg) and wanting the “land to continue to be in production [as] cropland and farmland” (Commissioner Howdyshell) forces Applicant into a game of “whack-a-mole” that is directly contrary to the letter and spirit of the Comprehensive Plan.

22. As citizens and officials alike have observed, these policies are themselves contradictory and, therefore, strict conformance with every policy is logically impossible. Where conformity with one policy is non-conformity with another, it is grossly unfair to hold that against Applicant’s proposal. A project that strikes the right balance and does a good job harmonizing the Plan’s competing policy goals is precisely the type of public facility that is substantially in accord with the Plan and ought to be approved.

Conclusion

Because the 2232 hearing was tainted by misstatements of fact and wholly inaccurate assumptions about the Project, and for the other reasons stated herein, Applicant respectfully requests the Board overrule the Planning Commission's erroneous determination.⁴

⁴ Applicant wishes to emphasize that it appreciates the time spent with Staff and Commissioners, and hopes that the points raised here will lead to further discussions to resolve any outstanding concerns about the Project. Commissioner Leonard expressed that he was "very impressed with what [AES] presented and as open as they've been with us. So they seem to be a good company to deal with." He explained that "as a community, we want to know more about what's happening, the actual factual data, and what the future is going to bring and I think they are presenting it more that way so that's impressive to see as well." Supervisor Bragg expressed her appreciation, too, for the site visit and the time spent talking with AES. Applicant appreciates them, too, and wants to ensure the Commission and the Board that Applicant wants to continue with meaningful and transparent engagement with the community and County officials.

However, to preserve its rights under state law, it was necessary for Applicant to promptly file this appeal. *See* Va. Code § 15.2-2232(B) (an appeal to the Board of Supervisors must be filed "within ten (10) days after the decision of the commission" on a 2232 determination). Applicant wants to emphasize that filing the appeal is in no way intended to impede continued dialogue with the County on how to improve the Project. In fact, Applicant met briefly with Staff just yesterday and discussed efforts underway to develop a plan to relocate mature trees from Waynesboro Nurseries to enhance the buffers between the Project and residential neighborhoods.

Applicant looks forward to continuing meaningful and productive discussions with Staff and the Board to ensure that they have all the facts they need to fairly evaluate the Project, and for Applicant to have an opportunity to make the Project the best it can be.

Comprehensive Plan Alignment

Objective C: Encourage distributed solar and carefully sited utility scale solar as a means of achieving renewable energy goals.

- Non-permanent development: Preserved for various future uses under the comprehensive plan
- Economy (P1): Jobs, Apprenticeships, and ~\$10MM to the County in tax revenue and direct payments
- Preservation of Rural Viewsheds (P2): Minimal tree clearing and preservation of existing vegetation
- Agricultural Landscape (P3): Anticipated utilization of sheep grazing for vegetation management
- Visual Impact (P5): Provides adequate visual screening from adjacent properties



Comprehensive Plan Alignment

- Balanced Land Uses (*P6*): Unused areas of project parcels will be available for continued farming
- Interconnected Development (*P7*): Transitional area between industry and residential
- Open Space & Interconnectivity (*P8, 9*): Potential for multi-use trails, fishing areas, and preservation of natural areas
- Resource Considerations (*P10*): Environmental due diligence studies and coordination with agencies
- Natural Resource Benefits (*P11*): Native and pollinator plantings and wildlife corridors
- Clustering & Co-Location (*P12*): Fragmentation mitigates visual impact concerns



Location, Character, and Extent



Comprehensive Plan Highlights

- Comp Plan policy objective is to “[e]ncourage distributed solar and carefully sited utility scale solar as a means of achieving renewable energy goals.”
- The Urban Service and Community Development Areas are envisioned as the areas for future industrial, commercial and residential development, but the Stuarts Draft Small Area Plan recognizes that such development will not happen all at once and that other uses may be appropriate.
- Balanced against these renewable energy and development goals is the goal to “preserve farming and the rural character of the county” through “a wide array of methods for maintaining a viable agricultural economy.”
- Along with all these goals, Augusta County, like all communities, strives for a healthy economy and looks for projects that bring economic benefits to its citizens, seeking to “[a]ttract industries and businesses which are compatible with and enhance the county’s economic climate.”

A solar facility is unique among land uses because when it is thoughtfully designed and properly executed, it can harmonize all these goals.



SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (“Agreement”), dated as of _____ (the “Effective Date”), is by and between Augusta County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”) and Augusta Solar LLC, a Delaware limited liability company, its successors and assigns (“the Applicant”). The County and Applicant are herein each a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, the Applicant intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility with an anticipated nameplate capacity of approximately 90 MWac (“Project”) on certain parcel(s) of land identified as the Augusta County Tax Map Parcels listed on **Schedule A** (collectively, the “Property”);

WHEREAS, Pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Projects and Energy Storage Projects”, the Applicant and the County may enter into a siting agreement (“Siting Agreement”) for commercial solar photovoltaic facilities;

WHEREAS, pursuant to Virginia Code § 15.2-2316.6, the Project is eligible for a Siting Agreement;

WHEREAS, after negotiation between the County and the Applicant, the Parties desire to enter into this Siting Agreement;

WHEREAS, the Applicant has agreed to certain voluntary payments and financial terms contained herein;

WHEREAS, pursuant to the requirement in Virginia Code § 15.2-2316.8 (B), the County has held a public hearing in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, after which a majority of a quorum of the members of the Augusta County Board of Supervisors (“Board”) approved this Agreement;

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and the Applicant do hereby agree as follows:

Article I

Project Features, Conditions and Mitigation

1.1 SUP Conditions. The Applicant acknowledges and agrees that it is subject to all the terms and conditions contained in any special use permit (“SUP”) approved by the Board for the Project. If approved by the Board, the SUP shall be appended hereto as **Schedule B**. Violation by the Applicant or by any of the Applicant’s agents, assigns or successors in interest of any terms and conditions of the SUP, as the same may be amended from time to time, or of any other applicable zoning requirements shall constitute a violation of this Agreement.

1.2 Decommissioning and Periodic Adjustment of Surety Bond. Applicant shall comply with all terms of the decommissioning plan submitted to and approved by the County pursuant to the SUP. Decommissioning shall begin immediately upon the earlier of (i) the discontinuation of power generation by the Project for a period of twenty-four (24) consecutive months; (ii) the date the SUP is revoked, lapses, expires, or is voided and such action has become final and unappealable; or (3) Applicant's voluntary commencement of decommissioning the entire Project. Decommissioning shall thereafter be diligently pursued and completed within twenty-four (24) months. If decommissioning is not timely completed as required by the decommissioning plan, such failure constitutes a default hereunder; provided, however, the County shall first provide written notice to Applicant of any alleged default and a reasonable opportunity to cure, and so long as Applicant has commenced to cure and is diligently pursuing said cure, Applicant shall not be in default. In the event of a default, the County may, but is in no way obligated to, complete or have completed the decommissioning and recover all costs of doing so from the surety bond, letter of credit, parent guarantee, or other form of financial assurance provided by the Applicant, and if such proceeds are not sufficient to complete the decommissioning under the terms of the decommissioning plan, directly from the Applicant. Applicant is required to provide financial assurance of performance of its decommissioning obligations, which assurance may be in surety bond, letter of credit, parent guarantee, or other form of financial assurance. Further, the Applicant recognizes the protection this provides for the County taxpayers and does not desire to shift that expense to them should the Applicant or its successors or the landowner not be able to comply with the decommissioning requirements; and the County recognizes that the financial assurance is an expense to be incurred by the Applicant encumbering funds that could otherwise go directly towards investing in the Project or other potential projects. In recognition of these factors, the Parties desire for the financial assurance and the costs for such to accurately reflect the associated decommissioning costs being insured, and therefore, in accordance with Virginia Code § 15.2-2241.2, such estimate shall not exceed the total of the projected cost of decommissioning. The Applicant, or its successor, agrees to update the gross estimated costs of decommissioning every five (5) years and to reimburse the County for an independent review and analysis by a licensed engineer. The financial assurance amount shall be adjusted accordingly to ensure it accurately reflects the costs associated with decommissioning.

1.3 Decommissioning Access. If the Applicant fails to decommission the Project in accordance with Section 1.2, the County shall have unrestricted access to the Project to engage in decommissioning, as provided in Virginia Code § 15.2-2241.2. Such access rights shall remain in effect through decommissioning regardless of whether Virginia Code § 15.2-2241.2 is repealed or otherwise limited in scope from the access rights it provides the County as of the date of execution of this Agreement.

1.4 Notification. Within thirty (30) days of Applicant's receipt of same, Applicant will notify the County of any warning letters, notices of violation, revocation of a permit or approval, or other notices of enforcement action from any governmental authority resulting from operation of the Project.

1.5 Records. Applicant shall keep records of the maintenance and operations of the Project, including, but not limited to, the quantity of power generated, per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Project based on submissions by Applicant to the interconnecting utility. The County shall have the right to inspect and audit the same insofar as the records pertain to the operation of the Project.

1.6 Report. Applicant shall prepare and submit to the County an annual report, which shall provide a summary of the maintenance and operation of the Project, including, but not limited to, the quantity of power generated per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Project based on submissions by Applicant to the interconnecting utility. A representative of Applicant shall meet with the County to deliver the annual report and to discuss the Project operations; all issues, concerns, or non-compliance reports; complaints and their resolution; and other items as reasonably requested by the County. If the County reasonably requests a report for a particular quarter, Applicant shall provide the report for the quarter requested. Notwithstanding the foregoing, there is no expectation that the annual report or any quarterly report contain, or that any representative of Applicant be asked to discuss in a public forum, any proprietary or trade secret information, the disclosure of which would be detrimental to Applicant.

Article II

FEES, PAYMENTS, AND CONTRIBUTIONS

2.1 Cost Reimbursement. Subject to a cost reimbursement cap of One Hundred Thousand Dollars (\$100,000), Applicant will reimburse the County within thirty (30) days of the date of each invoice from the County the reasonable costs and fees incurred for professional services engaged for purposes of assisting the County during the application process and during construction, including, but not limited to, reasonable legal and consulting fees. For clarification, legal fees and consulting fees shall not be assessed to Applicant after construction commences except fees incurred by the County in conducting any post-construction inspections provided for in the SUP; such fees, if any, shall be subject to the cost reimbursement cap. The purpose of the reimbursement payments is to defray the costs and expenses incurred by the County in connection with (i) the negotiation and execution of this Agreement and other matters related to this Agreement, (ii) the zoning and permitting processes related to the approval of the Project, (iii) the permitting process with federal and state agencies, as applicable, and (iv) the construction of the Project, including, but not limited to, fees incurred to employ professionals to assist with inspections. Should the SUP application submitted by Applicant for the Project not be approved by the County, no reimbursement under this paragraph will be owed by Applicant to the County.

2.2 Emergency Resources. Applicant will reimburse the County within thirty (30) days of the date of each invoice from the County all reasonable costs and fees incurred by local fire and rescue personnel in the event that a fire or similar event occurs at the Project.

2.3 Payments. The Applicant shall make payments to the County as set forth herein and on Schedule C attached hereto (each a “Payment” and collectively, the “Payments”). The Payments shall be as follows:

(a) Voluntary Up-Front Milestone Payments. Applicant shall make Payments to the County with respect to the following milestones:

First Milestone Payment: 30 days after issuance of all necessary building permits to commence construction (“Building Permit(s) Issuance”)

Second Milestone Payment: 30 days after the Project’s Commercial Operation Date (“COD”)

Milestone	Milestone Achievement	Payment Amount (due 30 days after Milestone Achievement)
1	Building Permit(s) Issuance	\$3,000,000
2	Commercial Operation Date	\$3,000,000

The Payments set forth in Section 2.3(a) shall continue until the earlier of the following: (i) the date that the Applicant notifies the County that it has abandoned development or construction of the Project or (ii) the date on which the Second Milestone Payment is made to the County. The Parties acknowledge that the Applicant’s obligation to make Payments shall be conditioned upon the Project achieving each payment milestone.

(b) M&T Payments Plus Voluntary Supplemental Payment. The Applicant and the County have agreed that Applicant shall pay the County the higher of machinery and tools (M&T) taxes or the Revenue Share Equivalent (defined in **Schedule C**). In any year that the M&T taxes are less than the Revenue Share Equivalent, Applicant will pay the difference to the County as voluntary supplemental payment. The Applicant agrees that such assessments shall continue until such time as Applicant commences decommissioning the Project; provided, however, if Applicant notifies the County that it has abandoned development or construction of the Project prior to there being any machinery and tools assessment, then Applicant has no obligation to make such payments as of the date of said notice.

(c) The voluntary Payments in Section 2.3 are separate and distinct from all real estate and other local taxes owed to the County.

2.4 Statutory Structure of Payments; Statement of Benefit. The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.6 *et seq.*, the Payments and any minimum payments under Section 2.3 are authorized by statute, and it acknowledges it is bound by law to make the Payments and any minimum payments under Section 2.3 in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. The Parties agree that the voluntary Payments and any minimum payments under Section 2.3 provided pursuant to this Agreement are beneficial in that they will result in mutually acceptable, steady, reasonably predictable and accurate, and reasonable payments to the County.

2.5 Use of Payments by the County. The County may use the Payments for any lawful purpose.

2.6 Conformance with Comprehensive Plan. Upon approval of this Agreement by the Board, the Project shall be deemed to be “substantially in accord” with the Augusta County Comprehensive Plan. No further finding shall be required by the County Planning Commission pursuant to Virginia Code § 15.2-2232(A).

2.7 Effect of Agreement

- a. In accordance with Virginia Code § 15.2-2316.9(B), and as acknowledged and agreed to by the Parties, the terms of this Agreement shall control over any County ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Agreement.
- b. In accordance with Virginia Code § 15.2-2316.8(A)(3), and acknowledged and agreed to by the Parties, this Agreement shall be binding upon the County, the Board, and enforceable against the Board and future governing bodies of the County in any court of competent jurisdiction.
- c. This Agreement is expressly conditioned upon the Board's approval of a SUP authorizing the use of the Property as a large solar energy system pursuant to Article VI.D. of the County Zoning Ordinance on terms acceptable to the Applicant, at the Applicant's sole discretion. Should the Board fail to approve Applicant's requested SUP on terms acceptable to the Applicant, then this Agreement shall be null and void and of no effect.

Article III

Miscellaneous Terms

3.1 Term; Termination. This Agreement shall commence on the Effective Date and shall continue until completion of decommissioning of the Project in accordance with the decommissioning plan (the "Termination Date"). Applicant shall have no obligation to make Payments after the Termination Date; provided, however, the termination of this Agreement shall not limit the Applicant's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

3.2 Mutual Covenants. The Applicant covenants to the County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the County covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3.3 No Obligation to Develop. The Applicant has no obligation to develop the Project and this Agreement does not require any Payments until after the payment periods and milestones set forth in Schedule C are completed. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement.

3.4 Successors and Assigns. This Agreement will be binding upon the successors and assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Applicant sells, transfers, leases or assigns

all or any portion of its interest in the Project (a “Transfer”), Applicant shall be relieved of all obligations and liabilities under this Agreement accruing from and after the date of such Transfer with respect to any portion so transferred. The Applicant’s surety bond or other form of financial assurance shall remain in place until a satisfactory substitute surety is provided by the assignee and accepted by the County.

3.5 Notices. Except as otherwise provided herein, all notices required to be given or authorized to be given pursuant to this Agreement shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, by recognized overnight courier, or by commercial messenger to:

If to the County:

Augusta County, Virginia
18 Government Center Lane
Verona, VA 24482
Attn: James R. Benkahla, County Attorney

If to the Applicant:

Augusta Solar LLC
c/o AES Clean Energy Development, LLC
4200 Innslake Drive
Suite 302
Glen Allen, Virginia 23060
Attn: Matt Hooper

With a copy to:

Augusta Solar LLC
c/o AES Clean Energy
Development, LLC
2180 South 1300 East
Suite 500
Salt Lake City, Utah 84106
Attn: General Counsel

And a copy to:

Karen L. Cohen, Esq.
Gentry Locke Attorneys
P.O. Box 780
Richmond, VA 23218

The County and Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

3.6 Governing Law; Jurisdiction; Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT AND TRIED ONLY IN A CIRCUIT COURT HAVING JURISDICTION OVER SUCH MATTER(S), (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

3.7 Confidentiality; This Agreement, once placed on the docket for consideration by the Board, is a public document, subject to production under the Virginia Freedom of Information Act (“FOIA”). The County understands and acknowledges the Applicant, and as applicable, associates, contractors, partners and affiliates utilize confidential and proprietary “state-of-the-art” information and data in their operations (“Confidential Information”), and that disclosure of any information, including, but not limited to, disclosures of technical, financial or other information concerning the Applicant or any affiliated entity could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. The County acknowledges that during the development of this Agreement, certain Confidential Information may be shared with the County by the Applicant. Applicant agrees to clearly identify any information it deems to be Confidential Information and not subject to mandatory disclosure under the FOIA or other applicable law as Confidential Information at the time it provides such information to the County. The County agrees that, except as required by law and pursuant to the County’s police powers, neither the County nor any employee, agent or contractor of the County will (i) knowingly or intentionally disclose or otherwise divulge any such confidential or proprietary information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is made under a provision of local, state or federal law. Upon receipt of such request but before transmitting any documents or information which may contain Confidential Information, the County will contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the County and defend against disclosure of the Confidential Information. The County agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

3.8 Severability; Invalidity Clause. Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which

remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties shall undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

3.9 Entire Agreement. This Agreement and any schedules or exhibits constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all Parties hereto.

3.10 Memorandum of Agreement. A memorandum of this agreement, in a form substantially similar to Schedule D hereto, shall be recorded by the Applicant in the land records of the Clerk's Office of the Circuit Court of Augusta County, Virginia, at its expense, as soon as reasonably practicable after the full execution of this Agreement.

3.11 Construction. This Agreement was drafted with input by the County and the Applicant, and no presumption shall exist against any Party.

3.12 Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy (the foregoing, "Force Majeure"). For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

3.13 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto and their respective successors and permitted assigns, and no other person shall have any right, benefit, priority or interest in, under or because of the existence of, this Agreement.

3.14 Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail/PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the officers whose names appear below as of the Effective Date.

AUGUSTA SOLAR LLC

By: _____
Name:
Title:

AUGUSTA COUNTY, VIRGINIA

By: _____
Name:
Title: County Administrator

Approved as to form:

By: _____
County Attorney

SCHEDULE A

TAX PARCELS

Augusta County Tax Parcels:

[*ND: List*]

SCHEDULE B

SPECIAL USE PERMIT/CONDITIONS

[Append to Siting Agreement Upon Approval of SUP]

SCHEDULE C

[ND: This is an initial proposal for discussion and negotiation. Modify to conform to agreed upon Payments.]

The following illustrative schedule of payments assumes an estimated Project nameplate capacity of 90 MWac, and all payments shall be adjusted proportionally if the nameplate capacity of the constructed Project differs from such estimate. The table in this **Schedule C** lists payment amounts based on the following assumptions and calculations:

(A) **Revenue Share Equivalent.** The “*Revenue Share Equivalent*” is an annual payment amount determined by multiplying \$1,400 per MWac (the “*Solar Revenue Share*”) by an assumed nameplate capacity of 90 MWac, escalating by 10% every five years beginning July 1, 2026.

(B) **Estimated M&T.** An estimate of the annual M&T Taxes (which will fluctuate in any given year, depending on the Project’s machinery and tools).

(C) **Voluntary Supplemental Tax Payments.** In the years when the M&T Taxes that Applicant is required to pay to the County are higher than the Revenue Share Equivalent, Applicant will pay only its annual M&T Taxes. In the years when the Revenue Share Equivalent is higher than the amount of M&T Taxes that Applicant is required to pay to the County, Applicant will pay its annual M&T Taxes to the County plus a voluntary supplemental payment to the County in order to provide the County a total annual payment that equates to the Revenue Share Equivalent, which for the life of the Project, shall be based on the Solar Revenue Share authorized under Va. Code § 58.1-2636 as of the date of this Agreement. The M&T Taxes shall be assessed pursuant to Chapter 35 of Title 58.1 of the Code of Virginia for the life of the Project.

[TABLE ON FOLLOWING PAGE(S)]

	Greater of M&T (<i>Estimated</i>) or Revenue Share Equivalent + Up-Front Milestone Payments
Up-Front Milestone Payments	\$6,000,000
Year 1	\$193,981
Year 2	\$194,185
Year 3	\$194,391
Year 4	\$194,598
Year 5	\$194,347
Year 6	\$194,444
Year 7	\$194,654
Year 8	\$194,865
Year 9	\$195,077
Year 10	\$195,290
Year 11	\$210,750
Year 12	\$210,965
Year 13	\$211,182
Year 14	\$211,399
Year 15	\$211,618
Year 16	\$228,608
Year 17	\$228,828
Year 18	\$229,050
Year 19	\$229,273
Year 20	\$229,497
Year 21	\$248,170
Year 22	\$248,396
Year 23	\$248,623
Year 24	\$248,852
Year 25	\$249,081
Year 26	\$269,605
Year 27	\$269,837
Year 28	\$270,070
Year 29	\$270,304
Year 30	\$270,539
Year 31	\$293,098
Year 32	\$293,335
Year 33	\$293,574
Year 34	\$293,815
Year 35	\$294,056
Total	\$14,208,357

SCHEDULE D

[FORM OF MEMORANDUM]

PREPARED BY AND RETURN TO:

Augusta Solar LLC
c/o AES Clean Energy Development, LLC
2180 South 1300 East
Suite 500
Salt Lake City, Utah 84106
Attn: Land Manager

Augusta County, Virginia Tax Map ID Nos.: _____

[NOTE TO CLERK: AUGUSTA COUNTY, VIRGINIA, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, IS A PARTY TO THIS INSTRUMENT WHICH, ACCORDINGLY, IS EXEMPT FROM RECORDATION TAX PURSUANT TO VA. CODE SEC. 58.1-811.A.3.]

**MEMORANDUM OF SOLAR FACILITY
SITING AGREEMENT**

This Memorandum of Solar Facility Siting Agreement (this “Memorandum”), dated and effective as of _____, is made by and between **Augusta County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Augusta Solar LLC**, a Delaware limited liability company (“Augusta Solar”), with regard to the following:

Siting Agreement. The County and Augusta Solar are parties to that Solar Facility Siting Agreement, dated _____ (the “Siting Agreement”), which describes the intent of Augusta Solar to develop, install, build, and operate a solar facility (“Project”) on those certain parcels of land identified as Augusta County Tax Map Parcels _____ (the “Property”).

Authorization. The County’s execution of the Siting Agreement was authorized during that certain regular meeting of the Board of Supervisors of the County on _____.

Substantially in Accord. The Siting Agreement states, *inter alia*, that, pursuant to Virginia Code Ann. § 15.2-2316.9(C), by entering into the Siting Agreement, the County acknowledged that the Project is deemed to be substantially in accord with the Augusta County Comprehensive Plan under Virginia Code Ann. § 15.2-2232.

Obligations. The Siting Agreement sets forth, *inter alia*, certain obligations of Augusta Solar to comply with the Special Use Permit approved by the County for the Project, and to make certain payments to the County.

Siting Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Siting Agreement, and the County and Augusta

Solar executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Siting Agreement and the County's and Augusta Solar's rights thereunder. The terms, conditions and covenants of the Siting Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

WITNESS the following signature and seal:

AUGUSTA COUNTY, VIRGINIA:

_____, County Administrator

COMMONWEALTH OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing Memorandum was acknowledged before me this ___ day of _____, 2024, by _____, County Administrator of Augusta County, Virginia.

Notary Public

My Commission expires:



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: AUGUSTA SOLAR, LLC

DEPARTMENT: Planning and Community Development

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[AES Executive Summary_Revised.pdf](#)

[Staff Report Final Draft 4-11-24.pdf](#)

[AES_Maps.pdf](#)



COUNTY OF AUGUSTA
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 590
COUNTY GOVERNMENT CENTER
VERONA, VA 24482-0590



MEMORANDUM

TO: Mrs. Carolyn Bragg, Augusta County Board of Supervisors
Augusta County Planning Commission

FROM: Elizabeth Goodloe, Planner I
Julia Hensley, Planner II

CC: Timothy Fitzgerald, County Administrator
Doug Wolfe, Director of Community Development
Jenn D'Augustine, AES Solar
Matt Hooper, AES Solar
Tamara Slade, AES Solar
Will Vesely, AES Solar
Karen Cohen, Gentry Locke Attorneys

DATE: May 7, 2024

SUBJECT: Revised Executive Summary for Augusta Solar, LLC Large Energy Solar System Application for Special Use Permit

The Augusta County Planning Commission will conduct a public hearing at **7:00 p.m., Tuesday, May 14, 2024** to consider a request for a substantial accord determination pursuant to Virginia State Code Section 15.2-2232 for the Augusta Solar, LLC Special Use Permit request for **AES Solar**. This request is to construct and operate a large solar energy system (**90 MWac, approximately 470 acres in the fenced project area**) on properties listed in Table 1 below, located between Stuarts Draft and Lyndhurst in the **South River** Magisterial District.

[On March 12, 2024, staff sent the applicant and the Planning Commission the final staff report draft for the 2232 substantial accord review for the AES Special Use Permit to operate a large solar energy system. The applicant has since provided updates to the issues that were recommended to be addressed. This memo outlines responses the applicant has made to staff's analysis. It also summarizes changes to the project that address the issues staff called out, and provides a revised recommendation from staff. The updates are also reflected in the final report for AES.](#)

Table 1: Parcels Included in the Project - [The parcels included in the project have not changed.](#)

TMP	PROPERTY OWNER	Location of Property
76 44A	Waynesboro Nurseries, INC.	South side of Shalom Rd.
84 87	East Robert E Irrevocable Trust	East side of Vance Lane; north of Howardsville Turnpike and west of Patton Farm Rd (Rt. 634); directly west of Hamptons at Kennedy Creek
84 106	Martin Gary 50% & Dale L 50%	South of Wayne Ave.; South of the railroad
84 107	Martin Gary E ½ Martin Dale 1/2	Directly south of the railroad; west of Patton Farm Rd. (Rt. 634); east of Draft Ave.
84 108A	Martin Gary E. 25% Et al	South of the railroad; Located at the corner of Patton Farm Rd. and Cisco Ln.
84 108B	Martin Gary E or Dale L	West of Rt. 634 (Patton Farm Rd); abutting north of Hamptons at Kennedy Creek
84 108E	Martin Dale L ½ & Gary E ½	West of Patton Farm Rd (Rt. 634); adjacent to the dwelling located at 61 Patton Farm Rd.
85 24	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. A part of Waynesboro Nurseries Inc.
85 25	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. A part of Waynesboro Nurseries Inc.
85 34	Waynesboro Nurseries, INC.	Along Lyndhurst Rd and Schages Ln.
85 35	Waynesboro Nurseries, INC.	South of Lyndhurst Rd.; East along Diggs Ln.
85 58	Waynesboro Nurseries, INC.	Along either side of Lipscomb Rd; east of Diggs Ln.
85 58A	Waynesboro Nurseries, INC.	Directly south of TMP 085 58
85 61	Boxley Alphonso P III Trustee & Dale S Bo	270 Hall School Rd.
84 108*	Martin Gary E 50% & Dale L 50%	South of the railroad; remainder of Cisco Orchard Ln.
084 108J*	Martin Dale L ½ & Gary E ½	West of Patton Farm Rd (Rt. 34); south of Cisco Ln.
85 4*	Hunter Lyle Walton	73 Hunter Farm Ln.
85 8*	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. A part of Waynesboro Nurseries Inc.
85 9*	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. A part of Waynesboro Nurseries Inc.
85 62*	Kiser Orvin H Jr. Trustee	Directly Northwest of the railroad; north of Lyndhurst Rd.
85 63D*	Brenneman James & Magdalene F	Directly Northwest of the railroad; north of Lyndhurst Rd.
85 63E*	Brenneman James & Magdalene F	Directly Northwest of the railroad; north of Lyndhurst Rd.

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Table 2: DESCRIPTION OF PROJECT- The project footprint includes: Fenced in acreage, acreage under panel, acreage for landscaping, preserved vegetative acreage, and acreage for access roads.

TMP	SIZE OF PROPERTY	Acreage Fenced In	Acreage Under Panel	Acreage for Landscaping	Preserved Vegetative Acreage	Access Roads
76 44A	Approx. 129.08 acres	70.46	20.47	2.54	2.80	1.03
84 106	Approx. 78.15 acres	14.37	4.77	0.38	1.25	0.20
84 107	Approx. 106.47	26.31	8.60	0	2.47	1.16
84 108A	Approx. 69.31 acres	33.60	11.57	1.17	1.00	0.66
84 108B	Approx. 68.36 acres	26.34	6.86	1.93	1.84	0.68
84 108E	Approx. 50.06 acres	2.26	0	00.40	1.72	0
84 87	Approx. 59.96 acres	35.70	8.28	0.92	0.63	0.72
85 24	Approx. 35.06 acres	7.82	1.26	0	1.55	0
85 25	Approx. 35.38 acres	19.74	5.44	0.30	0.53	0.40
85 34	Approx. 89.02 acres	51.75	12.99	1.78	1.36	0.81
85 35	Approx. 97.68 acres	31.49	8.66	0.50	0.70	0.49
85 58	Approx. 213.89 acres	68.76	20.80	0.69	2.04	1.14
85 58A	Approx. 11.91 acres	1.57	0.25	0.66	0.08	0.05
85 61	Approx. 208 acres	79.89	21.10	0	5.35	0
Total Acreage	1,252.33	470.06	131.05	11.27	23.32	8.39

[This table represents the footprint of the project as well as the breakdown of each component of the project. From the last report draft, the applicant has addressed the acreage for landscaping on all but three of the parcels that are proposed to have photovoltaic panels \(TMP 084 107, 085 24, and 085 61\). The ordinance requires either Alternative 1 or Alternative 2 buffering around all property lines, unless the Board of Supervisors determines an alternative compliance is adequate to meet the buffering requirements. For instance, the applicant has requested to use alternative compliance for existing vegetation and along property lines parallel to the railroad. \(Please see Augusta](#)

[County Code §25-70.8.F. Alternative Compliance for the complete list of alternative criteria.\)](#)

MV Feeder Lines- TMPs 084 108, 084 108J, 085 4, 085 8, 085 9, 085 62, 085 63D, and 085 63E in the project are proposed to have medium-voltage (MV) feeder lines to connect the various solar photovoltaic array pods together and ultimately to the substation. The feeder line easements do not cover the entirety of the parcels, but rather will be constructed through 50-foot-wide easements to accommodate for trenching of electrical wires and allowance for maintenance work. The applicant has stated that the remainder of the parcels can continue to be used for their current use and are still able to be developed.¹ The applicant states that the parcels with the MV feeder lines are not anticipated to have fencing, landscaping, or panels.

[Staff asked the applicant to show the location of any above ground MV feeder lines. The applicant has submitted two new sets of site plans calling out the location of potential overhead MV feeder lines.](#)

Please find below a summary of this request's adherence to the 12 policies addressing solar energy facilities in the Augusta County Comprehensive Plan. For more details regarding this request and its adherence to each policy, please review the final staff report.

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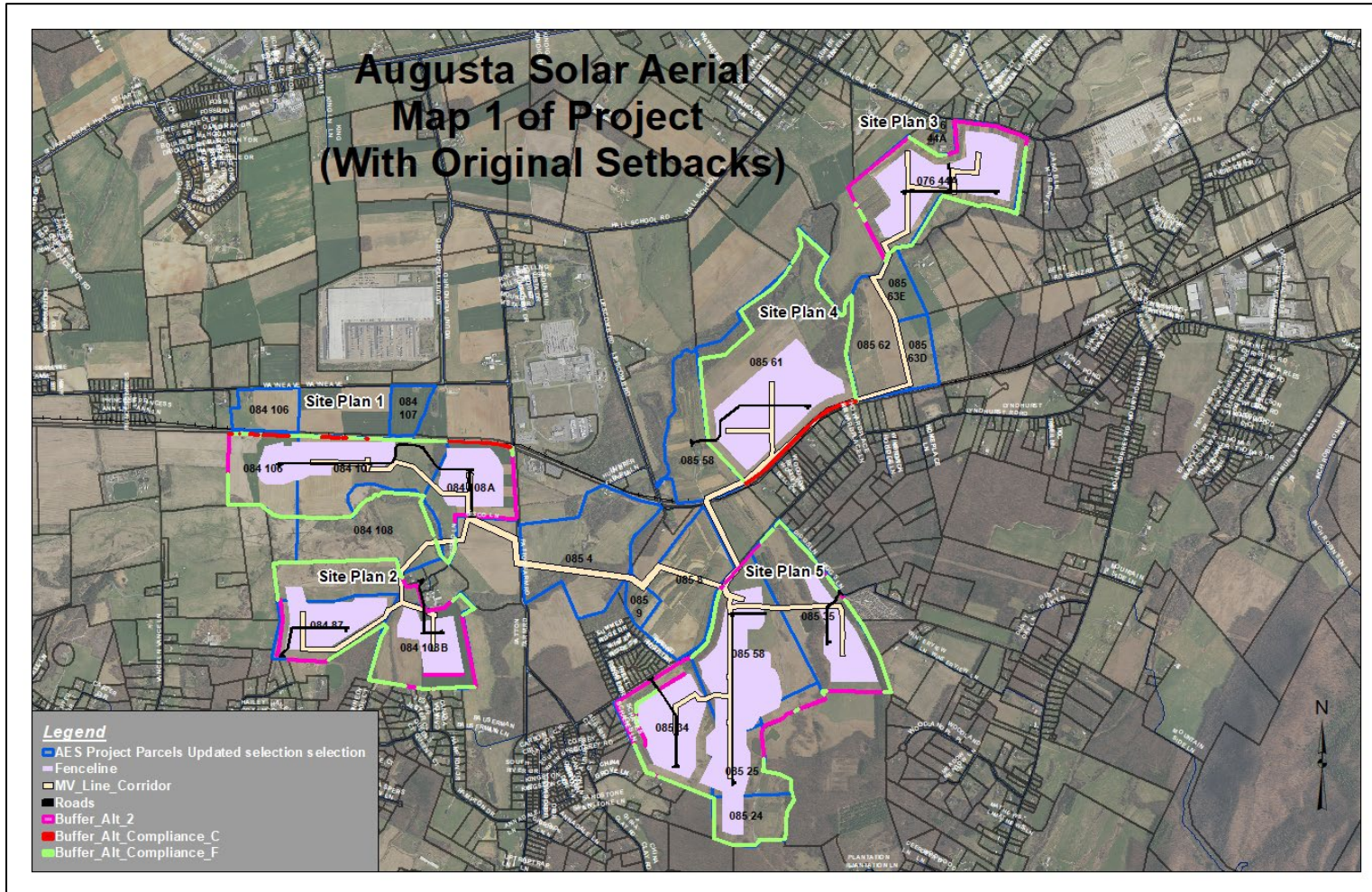
¹ Feeder Line Fact Sheet



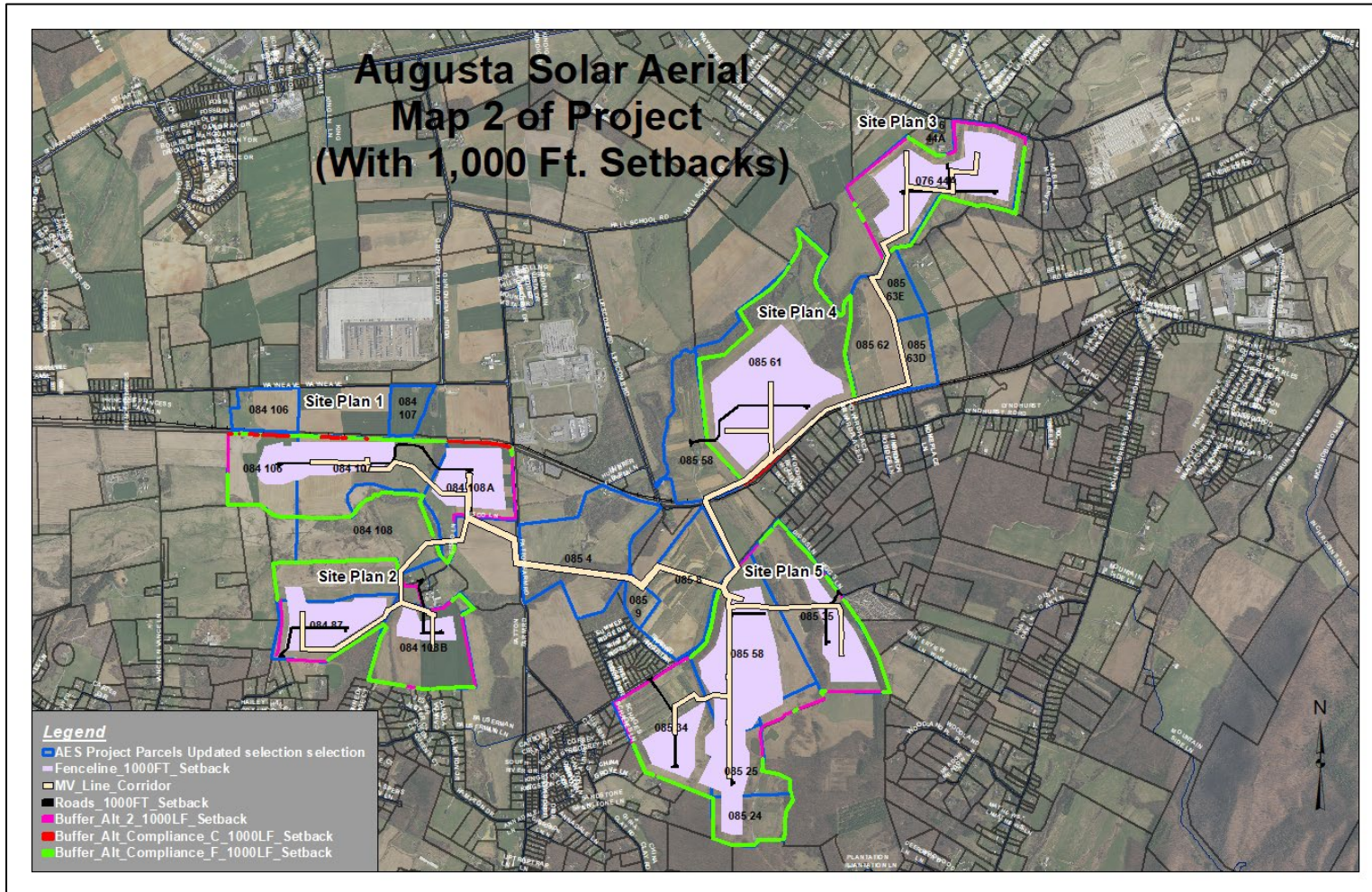
COUNTY OF AUGUSTA
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 590
COUNTY GOVERNMENT CENTER
VERONA, VA 24482-0590



Augusta Solar LLC Aerial Map with Proposed Setbacks



Augusta Solar LLC Aerial Map with Ordinance Required Setbacks





COUNTY OF AUGUSTA
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 590
COUNTY GOVERNMENT CENTER
VERONA, VA 24482-0590



PROS:

- 1. Adherence to Policy 1: Economy:** This project will bring economic diversification to the County throughout the Construction Phase and Operation Phase of the project through taxes and increased land value compared to the value of the parcels in the Land Use Program.
- 2. Adherence to Policy 2: Rural Viewsheds:** Though the size of this project makes it have challenges altering the rural landscape Augusta County currently has, staff viewed the site in person and agree that rural viewshed of the surrounding area will not be significantly impacted. During the site tour, staff observed that the majority of the project parcels are well hidden and away from developed areas.
- 3. Adherence to Policy 3: Agricultural landscape and economy:** While a solar array would be a dual use on a few on these parcels where the owners plan to continue to have farm operations, the project would be taking 470 acres out of land use in the immediate future. The Future Land Use Map (FLUM) is a guide for growth, and designates all of these parcels to be taken out of land use if developed to the classification of the FLUM. This project could affect the agricultural economy of the County depending on how the parcels in the project contribute to the economy now.
- 4. Adherence to Policy 6: Balanced Land Uses:** The size and extent of each project area, totaling approximately 114 acres under panel, is relatively small compared to the approximately 470 fenced acres that would be taken out of land use. The majority of the project areas are surrounded by General Agriculture zoned properties and are planned for low density, medium density or planned residential future land use classifications. Site Plan 1 is the only area surrounded by Industrial uses and is planned for Industrial. The project as a whole is fragmented, but several site plan areas are located on contiguous parcels. Besides the parcels located in the Urban Service Area, the other parcels do not have public water or sewer. However, this does not mean there is not a plan to extend water and sewer in those areas in the future.
- 5. Adherence to Policy 11: Natural resource benefits:** The applicant states that that they will use low-growing native plantings underneath panels to the extent practicable based on-site conditions.
- 6. Adherence to County Zoning Ordinance:** The proposed project meets the minimum setback and buffering requirements as required by the Ordinance. Site Plan 4 is well buffered with existing forested land. The applicant has provided

buffering along the western border of the property. The applicant understands that while the native vegetation does sufficiently buffer the project from view, the Board of Supervisors will ultimately determine whether using native vegetation for alternative compliance is adequate for this project.

CONS:

- 1. Adherence to Policy 2: Rural Viewshed:** While this project is reviewed as one large energy system, clustering and fragmentation are an issue in this project as it encompasses noncontiguous portions of Stuarts Draft and the Lyndhurst area. Staff find that the fragmentation of this project could be a hinderance to the agricultural character of the County, especially along Wayne Avenue, where two small scale projects have previously been approved.
- 2. Adherence to Policy 6: Balanced Land Uses:** These parcels are located in Urban Service and Community Development Areas. These policy areas are slated by the Comprehensive Plan as the main growth areas of the County, where residential, industrial, and commercial growth is encouraged. In the Future Land Use Map, these parcels are planned for residential, industrial, and planned residential. By taking up 470 acres of developable land in Stuarts Draft, one of the main growth areas in the County, this project would prevent residential and industrial development on the project parcels for at least 30 years. While the size of each fenced in area is small, the placement of each renders them fragmented as though they were different solar projects.
- 3. Adherence to Policy 7: Compact, interconnected development:** The project parcels are located either in an Urban Service Area or Community Development Area of the Comprehensive Plan. The Comprehensive Plan strongly discourages solar from locating in these policy areas.
- 4. Adherence to Policy 12: Clustering and Colocation:** This policy encourages projects to site on contiguous parcels. While this project is sited on several contiguous parcels within each site plan, the siting of parcels as well as overall project design render this project fragmented. Staff do interpret this project as meeting the definition of contiguity as recommended by the Comprehensive Plan.

POLICIES NOT APPLICABLE:

Policy 4, Prime Farmland- This request is located in an Urban Service Area and Community Development Area of the Comprehensive Plan and not a Rural or Agricultural Conservation Area. In addition, the proposed project parcels are not located within an existing Agricultural and Forestal District. Therefore, staff has determined this policy to be not applicable to this application or this analysis.

PROPOSED PRE AND OPERATING CONDITIONS:

AES has proposed the following operating condition for the Special Use Permit:

19. Contribution for Public Improvements – The Applicant, or if different from the Applicant, the facility owner and/or operator, shall provide an initial cash payment within ninety (90) days of the commencement of commercial operation of the facility, and annual cash payments for public improvements in accordance with the provisions of Virginia Code § 15.2-2288.8. The amount of the initial cash payment shall be equal to five million dollars (\$5,000,000), and the annual cash payment shall be equal to \$1,400 per megawatt as measured in alternating current (AC) generation capacity of the facility as listed in the Applicant’s executed Interconnection Agreement with the interconnecting utility (the initial payment and the annual payments together, the “Contribution Amount”). The Applicant and the County acknowledge and agree that the County may identify in future budget years qualifying substantial public improvements that will be funded by the Contribution Amount. The annual payment portion of the Contribution Amount will increase annually by two percent (2%), beginning on the first anniversary of the first payment date of the Contribution Amount. The first payment will be due on or before the date that is ninety (90) days following the commencement of commercial operation of the solar facility. Subsequent payments will be due on each anniversary of the commercial operation date until the solar facility is decommissioned in the manner required by these Conditions. The payment by the Applicant, facility owner, and/or operator of all annual cash payments until the decommissioning of the solar facility is complete shall be a condition of this permit. The Applicant, facility owner and/or operator shall be jointly and severally responsible for the payment of all annual cash payments required by this condition.

ISSUES THAT HAVE BEEN ADDRESSED: The issues below have been addressed by the applicant.

Adherence to Policy 7: Compact, interconnected development- The Transportation Plan of The Stuarts Draft Small Area Plan designates an area for a future shared greenway as a plan of action to implement the small area’s vision for interconnectivity. The greenway is proposed to encompass parcels along the railroad, including proposed project parcels 084 106, 084 107, 084 108A, and 084 108J. The applicant has indicated support for a greenway outside of the project fence line, and would be willing to help facilitate conversations between the County and the landowners.

Adherence to Augusta County Zoning Ordinance- Completeness and Compliance-

Site Plan Requirements- The applicant has demonstrated the proposed location of both overhead and underground lines.

[Adherence to Augusta Water's Conditions-](#) For each parcel in this project, Augusta Water has outlined conditions that would need to be retained in order to pursue the project. Augusta Water has also requested that panels and landscaping not be placed within 40 feet of either the railroad right of way or the public road right of way. The applicant has confirmed that the fence line and panel area are at least 40 feet from all roadway and railroad rights-of-way. The applicant anticipates the fence line to be approximately 60 feet from all road and railroad rights-of-way. The applicant has added notes to the concept plan identifying areas where landscaping may need to be set further back in order to accommodate the recommendations of Augusta Water.

[Additional items-](#) The applicant has provided updated information in Table 2: Description of Project Table, located on pages 2 and 3 of the staff report, with the approximate acreage for landscaping and preserved vegetation.

ISSUES THAT NEED TO BE ADDRESSED: Staff encourages the applicant to address these during the public hearing.

Adherence to Policy 12: Clustering and Colocation- The size and fragmentation of the project causes a clustering effect around the Stuarts Draft area, and is located between 0.3 and 3.5 miles from an approved small energy system located on Wayne Avenue.

COMMUNITY DEVELOPMENT STAFF RECOMMENDATION:

In review, Augusta Solar LLC has proposed a 90 MWac solar energy facility on approximately 470 fenced acres of land located in Stuarts Draft and Lyndhurst in the South River District.

A large solar energy system is a use permitted in the Augusta County Code via Special Use Permit to be granted by the Board of Supervisors in either General Agriculture or General Business districts. An evaluation of this project's conformance with the twelve policies in the Comprehensive Plan and its overall location, character, and extent are both crucial in determining whether this project is in substantial accord with the vision for land use on these properties as identified by the Augusta County Comprehensive Plan. As required under Virginia State Code Section 15.2-2232, the **location, character, and extent** of the project were considered in the review process:

LOCATION:

The Comprehensive Plan does not specifically reference renewable energy generation as a contemplated primary future land use, but rather encourages carefully sited utility

scale solar as a means of achieving renewable energy goals. Each parcel in the proposed request is located within an Urban Service Area or a Community Development Area of the Comprehensive Plan. The expected growth pattern envisioned in the Urban Service Areas of the County is “compact, interconnected, and pedestrian-oriented while remaining sensitive to the context of the surrounding development as well as the surrounding natural features” (pg. 9). Furthermore, the Comprehensive Plan envisions development in the Urban Service Areas to be on public water and sewer, including residential, commercial and industrial development. Although residential uses require public services and the proposed request does not, Urban Service Areas have received investment so as to expect such demand, while other areas of the county have not and would likely be more appropriate for a large solar generating use.

Of the fourteen (14) parcels included in this project proposed to have photovoltaic panels, five (5) are located within Urban Service Areas and the remainder are located in Community Development Areas. Community Development Areas either have water or sewer and are planned to accommodate 10% of future residential growth in the County. While not all of the parcels in the request are designated for future residential development, the proposed facility would remove the possibility for residential development for at least the next 35 years. Staff is of the opinion that the proposed request does not reflect the type or density of development envisioned in the Urban Service Area. However, the location of several of the solar array pods could be compatible with the area with appropriate setbacks and adequate buffering, especially those located in the Community Development Area.

CHARACTER: [The project lies within either an Urban Service or Community Development Area, which have received significant infrastructure investments due to being designated as prime growth areas.](#) The Comprehensive Plan envisions residential, commercial, and industrial development to occur in growth areas. [The project is sited on fertile soils and would be taking approximately 470 acres of agriculture land out of land use. However, many of the parcels are designated for more intense uses in the Future Land Use Map, and could potentially be developed during the lifespan of the project.](#) The County also encourages carefully sited utility scale solar to achieve renewable energy goals. Staff are of the opinion that the applicant has done due diligence to try to avoid altering the character of the area with a large energy system. Staff find that some of the parcels would be suitable for a solar energy system as the parcels are well hidden and are currently not visible from view, and therefore would not affect the character of the area. Some of the parcels are not in substantial accord with the Comprehensive Plan as they would alter the character of the area. These parcels, in particular, are in the heart of the Urban Service Area and could prevent a walkable, interconnected pattern of development.

EXTENT: The Comprehensive Plan discourages facilities larger than 200 acres under photovoltaic panel. The proposed facility will be placed on approximately 470 fenced acres with approximately [131](#) acres under panel. While the solar array is under 200 acres,

the fragmentation of the parcels throughout the Stuarts Draft and Lyndhurst areas make the extent of this request not in substantial accord with the Comprehensive Plan. [However, staff acknowledge that this fragmentation may have less of a visual impact than if the project consisted of 470 contiguous fenced acreage.](#)

In staff's view, several parcels in the proposal are in substantial accord with the Comprehensive Plan, while some of the parcels are not in substantial accord with the Comprehensive Plan. The parcels that are not in substantial accord are in close proximity to two previously approved solar projects, causing clustering within the Urban Service Area. It is staff's opinion that a solar energy facility of this size could alter the character Stuarts Draft has established as well negate the guiding vision of the Stuarts Draft Small Area Plan. However, this energy system has been carefully and thoughtfully designed to mitigate visual impacts of rural viewsheds. The County encourages carefully sited utility scale solar to achieve renewable energy goals, and staff thinks this has been carefully sited with respect to the community. If the Board of Supervisors are inclined to approve this project, staff recommend taking out the parcels cited in Site Plan 1 (TMPs 084 106, 084 107, and 084 108A) and Site Plan 3 (TMP 076 44A) of the project as they would have the greatest impact on the area's character of all the proposed sites.

**COUNTY OF AUGUSTA
STAFF REPORT
AUGUSTA SOLAR, LLC
REVISED (4-30-24)
FINAL STAFF REPORT**

APPLICANT:

Augusta Solar, LLC

APPLICANT'S REQUEST:

Special Use Permit to construct and operate an approximately 90-megawatt alternating current large solar energy system.

DEVELOPER: AES Clean Energy

MAGISTERIAL DISTRICT: South River

Table 1: DESCRIPTION OF PARCELS:

TMP	PROPERTY OWNER	Location of Property
76 44A	Waynesboro Nurseries, INC.	South side of Shalom Rd.
84 87	East Robert E Irrevocable Trust	East side of Vance Lane; north of Howardsville Turnpike and West of Patton Farm Rd (Rt. 634); directly west of Hamptons at Kennedy Creek
84 106	Martin Gary 50% & Dale L 50%	South of Wayne Ave.; On the south side of the railroad
84 107	Martin Gary E ½ Martin Dale 1/2	Directly south of the railroad; west of Patton Farm Rd. (Rt. 634); east of Draft Ave.
84 108A	Martin Gary E. 25% Et al	South of the railroad; Located at the corner of Patton Farm Rd. and Cisco Ln.
84 108B	Martin Gary E or Dale L	West of Rt. 634 (Patton Farm Rd); abutting north of Hamptons at Kennedy Creek
84 108E	Martin Dale L ½ & Gary E ½	West of Patton Farm Rd (Rt. 634); adjacent to the west of the dwelling located at 61 Patton Farm Rd.
85 24	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. Apart of Waynesboro Nurseries Inc.
85 25	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. Apart of Waynesboro Nurseries Inc.
85 34	Waynesboro Nurseries, INC.	Along Lyndhurst Rd and Schages Ln.
85 35	Waynesboro Nurseries, INC.	South of Lyndhurst Rd.; East along Diggs Ln.
85 58	Waynesboro Nurseries, INC.	Along either side of Lipscomb Rd; east of Diggs Ln.
85 58A	Waynesboro Nurseries, INC.	Directly south of TMP 085 58
85 61	Boxley Alphonso P III Trustee & Dale S Bo	270 Hall School Rd.

Table 1.1: *Parcels with MV Feeder Lines- These parcels will be used for the MV (Medium Voltage) Feeder lines inside an easement. *Note: Only a portion of these parcels will be used for MV Feeder Line infrastructure.*

84 108*	Martin Gary E 50% & Dale L 50%	South of the railroad; remainder of Cisco Orchard Ln.
084 108J*	Martin Dale L ½ & Gary E ½	West of Patton Farm Rd (Rt. 34); south of Cisco Ln.
85 4*	Hunter Lyle Walton	73 Hunter Farm Ln.
85 8*	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. Apart of Waynesboro Nurseries Inc.
85 9*	Waynesboro Nurseries, INC.	South of Lyndhurst Rd. Apart of Waynesboro Nurseries Inc.
85 62*	Kiser Orvin H Jr. Trustee	Directly Northwest of the railroad; north of Lyndhurst Rd.
85 63D*	Brenneman James & Magdalene F	Directly Northwest of the railroad; north of Lyndhurst Rd.
85 63E*	Brenneman James & Magdalene F	Directly Northwest of the railroad; north of Lyndhurst Rd.

Total parcel area of project (including mv feeder line parcels): 1,746.12 acres

Table 2: DESCRIPTION OF PROJECT- The project footprint includes: Fenced in acreage, acreage under panel, acreage for landscaping, preserved vegetative acreage, and acreage for access roads.

TMP	SIZE OF PROPERTY	Acreage Fenced In	Acreage Under Panel	Acreage for Landscaping	Preserved Vegetative Acreage	Access Roads
76 44A	Approx. 129.08 acres	<u>70.46</u> 74	46.99 <u>20.47</u>	2.71 <u>2.54</u>	4.70 <u>2.80</u>	2.17 <u>1.03</u>
84 106	Approx. 78.15 acres	<u>14.37</u> 14	3.22 <u>4.77</u>	<u>0.38</u> 0	0 <u>1.25</u>	0 <u>0.20</u>
84 107	Approx. 106.47 acres	<u>26.31</u> 26	<u>8.60</u> 7	0	0 <u>2.47</u>	1.97 <u>1.16</u>
84 108A	Approx. 69.31 acres	<u>33.60</u> 34	8.33 <u>11.57</u>	2.16 <u>1.17</u>	0 <u>1.00</u>	1.16 <u>0.66</u>
84 108B	Approx. 68.36 acres	<u>26.34</u> 29	6.05 <u>6.86</u>	2.44 <u>1.93</u>	0 <u>1.84</u>	0.79 <u>0.68</u>
84 108E	Approx. 50.06 acres	<u>2.26</u> 2	0	<u>00.40</u>	0 <u>1.72</u>	0
84 87	Approx. 59.96 acres	<u>35.70</u> 36	8.28 <u>8.01</u>	<u>0.92</u> 1.44	<u>0.63</u> 0	<u>0.72</u> 1.59
85 24	Approx. 35.06 acres	<u>7.82</u> 4	1.26	0	<u>1.55</u> 0	0
85 25	Approx. 35.38 acres	<u>19.74</u> 19	5.44 <u>5.43</u>	00.30	<u>0.53</u> 0	<u>0.40</u> 0.69
85 34	Approx. 89.02 acres	<u>51.75</u> 52	<u>12.99</u> 12.59	<u>1.78</u> 0.78	<u>1.36</u> 4.83	<u>0.81</u> 1.44
85 35	Approx. 97.68 acres	<u>31.49</u> 37	6.98 <u>8.66</u>	<u>0.50</u> 0	<u>0.70</u> 0	<u>0.49</u> 0.93

85 58	Approx. 213.89 acres	68.76 69	20.80 20.83	0.69 0.22	2.04 0	1.14 3.98
85 58A	Approx. 11.91 acres	1.57 2	0.25 0.27	0.66 0	0.08 0	0.05
85 61	Approx. 208 acres	79.89 70	21.10 17.32	0.2 2.85	5.35 0	0.1 5.8
Total Acreage (Does not include parcels with easements for MV Feeder Lines)	1,252.33	470.06 468	131.05 144.28	11.27 6.82	9.53 23.32	8.39 16.35

MV Feeder Lines- TMPs 084 108, 084 108J, 085 4, 085 8, 085 9, 085 62, 085 63D, 085 63E in the project are proposed to have medium-voltage (MV) feeder lines to connect the various solar photovoltaic array pods together and ultimately to the substation. The feeder line easements do not cover the entire parcels, but rather will be constructed through 50-foot-wide easements to accommodate for trenching of electrical wires and allowance for maintenance work. The applicant has stated that the remainder of the parcels can continue to be used for their current use and are still able to be developed¹. The applicant states that the parcels with the MV feeder lines are not anticipated to have fencing, landscaping, or panels. Less than 40% of the land within the panel areas is physically under panels, with the remaining more than 60% of the land (i.e. open ground between the panel rows) is open to the sky.²

Aerial View of Project

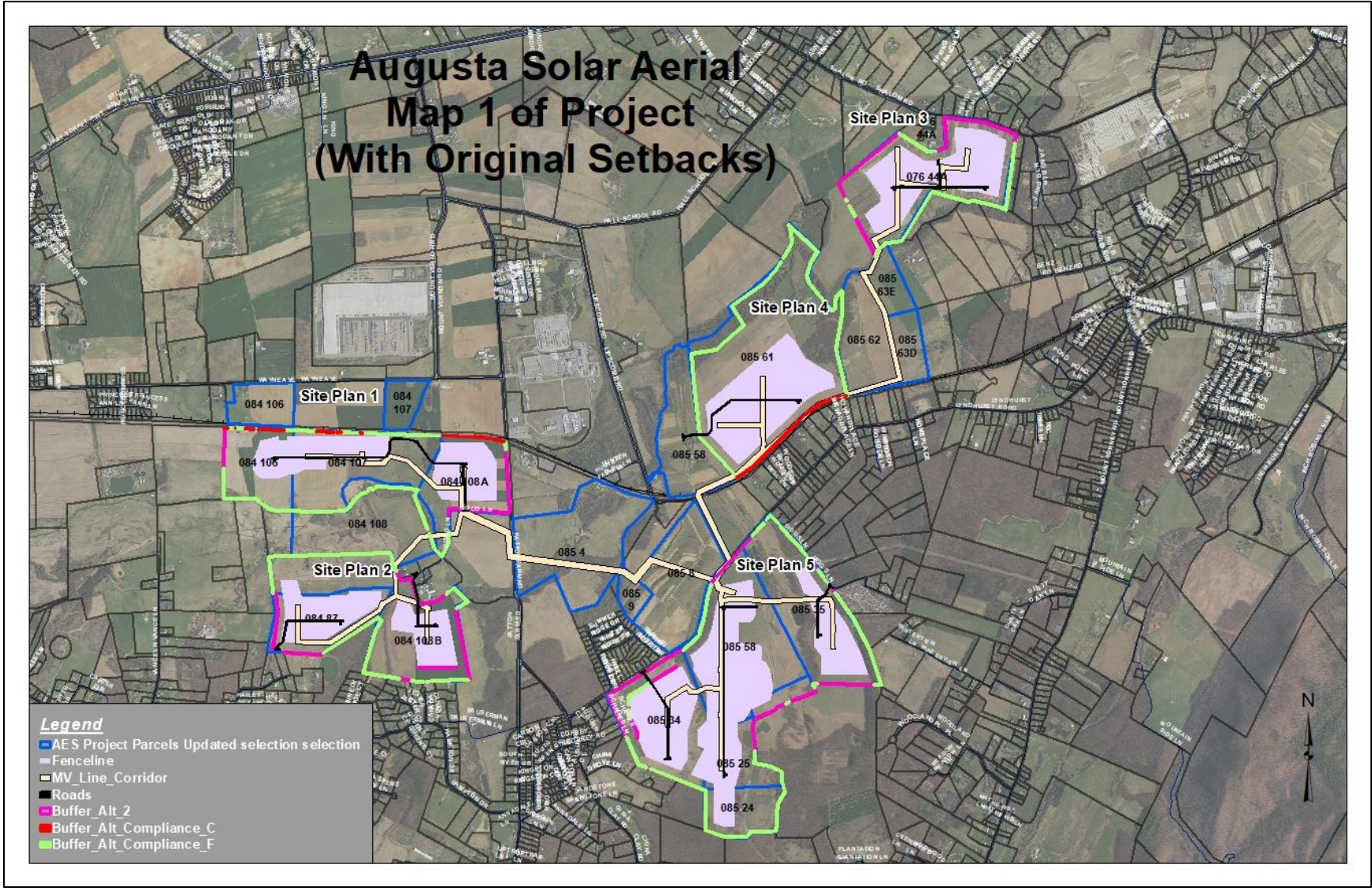
Below are aerial views of the different components that make up the project. Aerial View 1 illustrates the proposed setbacks that the applicant is asking the Board of Supervisors to reduce. The parcels included in the project are outlined in dark blue. The fenced in area is shaded in lilac. The MV feeder lines connecting the solar array pods are in light orange, and the access roads to each site are in black. The alternative 2 buffering is outlined in dark pink. Alternative compliance c. is shaded in green where the fenced in area is sited adjacent to an existing railroad right-of-way. Alternative compliance f. is shaded in light blue where existing vegetation is located thereby providing the required buffer benefits. Not all existing vegetation is located on parcels the project is to proposed to locate.

Aerial View 2 illustrates the required 1,000-foot setback from residentially zoned properties. The parcels included in the project are outlined in dark blue. The fenced in area is shaded in lilac. The MV feeder lines connecting the solar array pods are in light orange, and the access roads to each site are in black. The alternative 2 buffering is outlined in dark pink. Alternative compliance c. is shaded in green where the fenced in area is sited adjacent to an existing railroad right-of-way. Alternative compliance f. is shaded in light blue where existing vegetation is located thereby providing the required buffer benefits. Not all existing vegetative buffering is located on parcels the project is proposed to locate.

¹ Feeder Line Fact Sheet

² Project Summary (Page 1 of Application)

Aerial View 1 of Project with Original Setbacks



Aerial View 2 of Project with 1,000 Ft. Setbacks

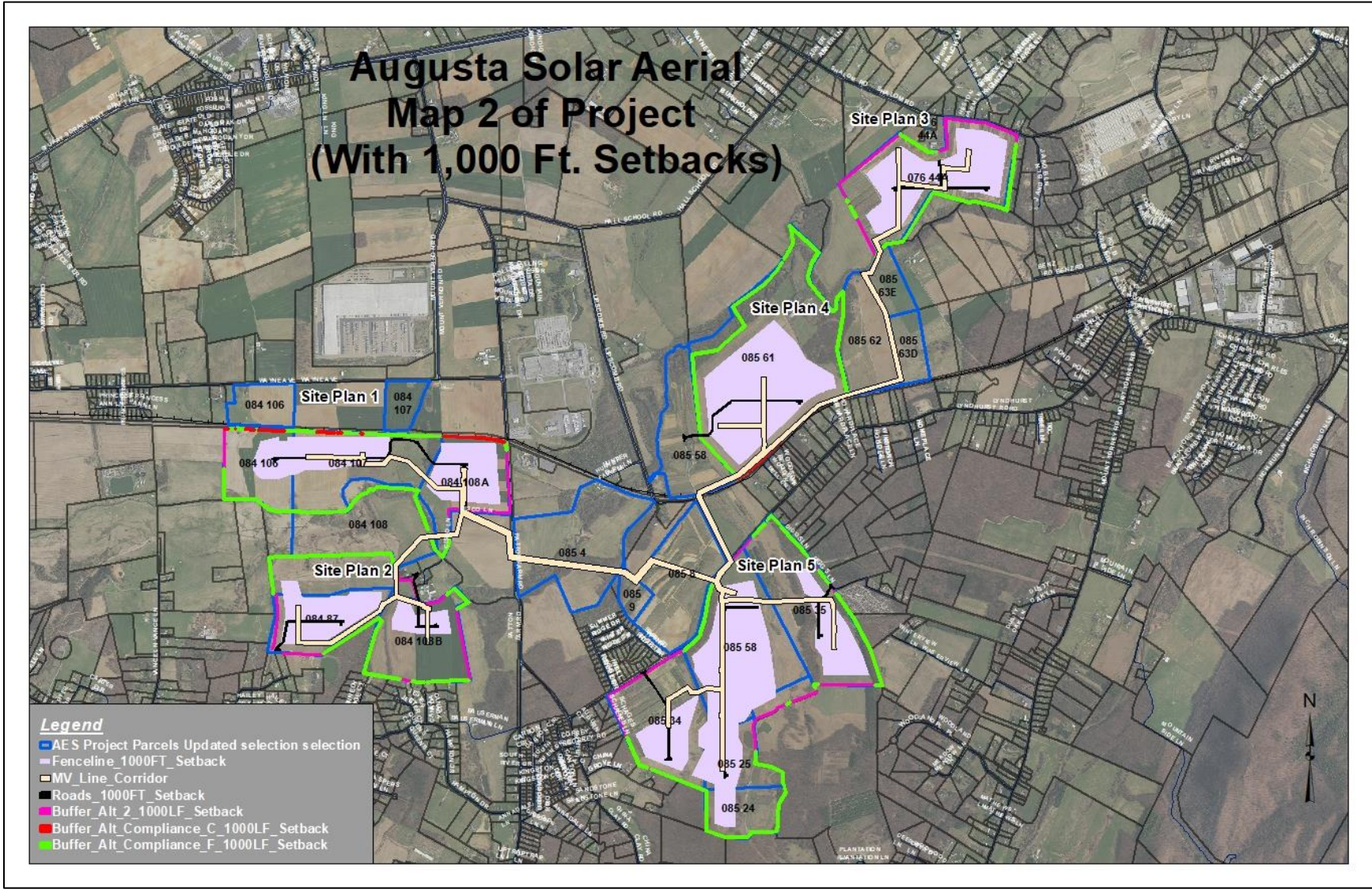


Table 3: Zoning, Land Use, and Planning Policy Area

TMP	CURRENT ZONING	Vicinity Zoning	Future Land Use Map (FLUM)	Planning Policy Area (PPA)
76 44A	General Agriculture	General Agriculture to the north, south, east, and west.	Planned Residential	Urban Service Area (USA)
84 106	General Agriculture	General Agriculture to the north, south, east, and west. Single family and rural residential to the west.	Industrial	Urban Service Area (USA)
84 107	General Agriculture	General Agriculture to the north, south, east, and west. General Industrial to the north and east.	Industrial	Urban Service Area (USA)
84 108A	General Agriculture	General Agriculture to the north, south, and west. General Industrial to the north and east.	Industrial	Urban Service Area (USA)
84 108B	General Agriculture	General Agriculture to the north, south, east, and west. Single family Residential to the south.	Low Density Residential	Community Development Area (CDA)
84 108E	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)
84 87	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)
85 24	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)
85 25	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)
85 34	General Agriculture	General Agriculture to the north, south, east, and west. Single family residential to the north.	Medium Density Residential	Urban Service Area (USA)
85 35	General Agriculture	General Agriculture to the north, south, east, and west. Rural residential to the south.	Low Density Residential	Community Development Area (CDA)
85 58	General Agriculture	General Agriculture to the north, south, east, and west. General Industrial to the west. Single family Residential to the west.	Low Density Residential	Community Development Area (CDA)
85 58A	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)
85 61	General Agriculture	General Agriculture to the north, south, east, and west. Rural Residential to the southeast.	Low Density Residential	Community Development Area (CDA)
84 108*	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)
084 108J*	General Agriculture	General Agriculture to the north, south, east, and west. General Industrial to the northeast.	Industrial	Urban Service Area (USA)
85 4*	General Agriculture	General Industrial to the north; General Agriculture to the north, south, east, and west; Single Family Residential to the south.	0Industrial and Medium Density Residential	Urban Service Area (USA)
85 8*	General Agriculture	General Agriculture to the north, south, east, and west. Single Family Residential to the west.	Medium Density Residential	Urban Service Area (USA)
85 9*	General Agriculture	General Agriculture to the north, south, east, and west. Single Family Residential to the south.	Medium Density Residential	Urban Service Area (USA)

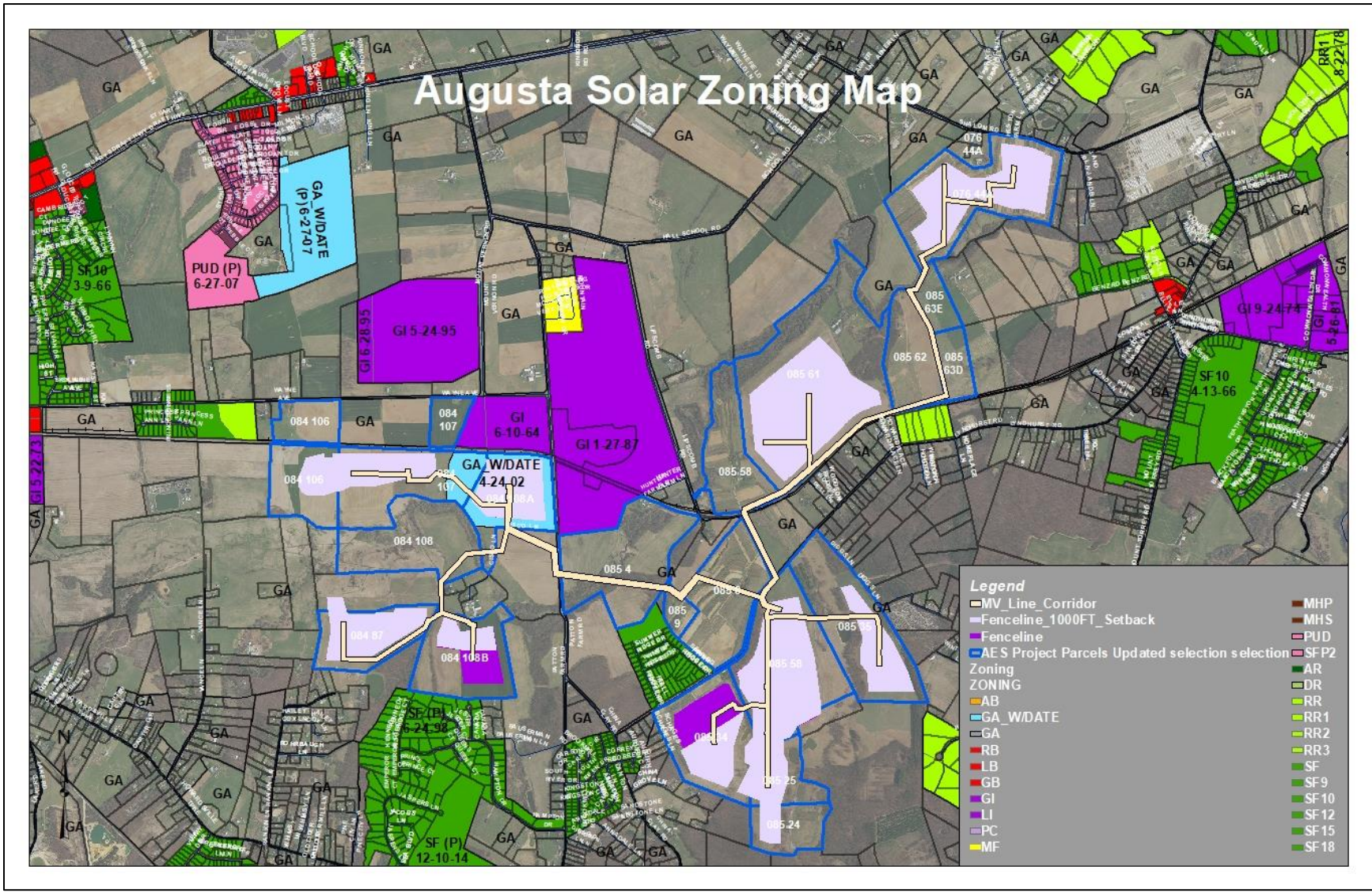
85 62*	General Agriculture	General Agriculture to the north, south, east, and west. Rural Residential to the south.	Low Density Residential	Community Development Area (CDA)
85 63D*	General Agriculture	General Agriculture to the north, south, east, and west. Rural Residential to the southwest,	Low Density Residential	Community Development Area (CDA)
85 63E*	General Agriculture	General Agriculture to the north, south, east, and west.	Low Density Residential	Community Development Area (CDA)

Land Use Maps

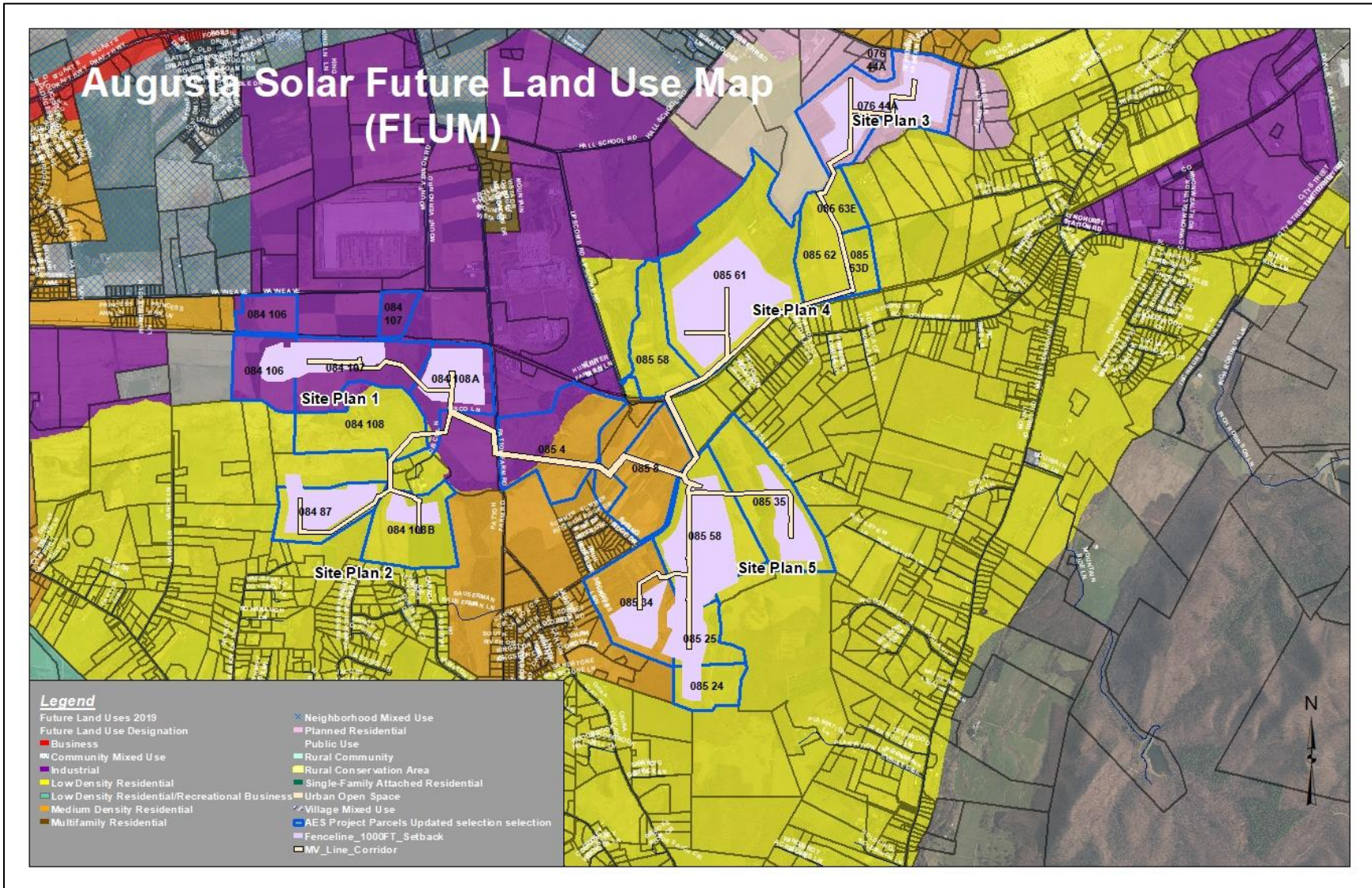
The proposed project parcels lie within Urban Service and Community Development Areas of the Comprehensive Plan, and are planned for Industrial, Low Density Residential, Medium Density Residential, and Planned Residential. All of the project parcels are currently zoned General Agriculture, and surrounded by parcels currently zoned Single-Family Residential, Rural Residential, General Agriculture, or General Industrial.

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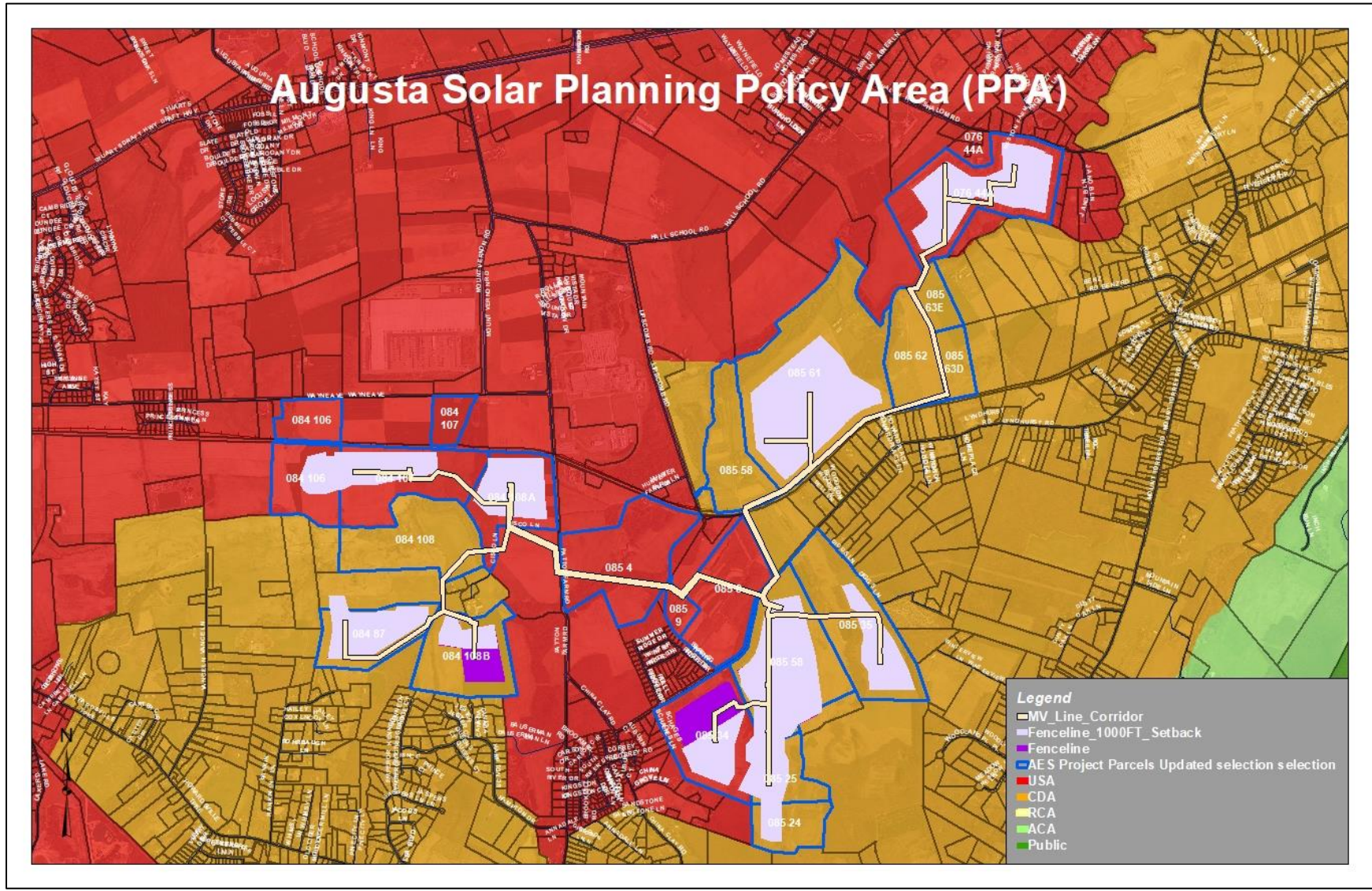
Current Zoning Map for Augusta Solar



Comprehensive Plan Future Land Use Map (FLUM) for Augusta Solar



Comprehensive Plan Planning Policy Area (PPA) Map for Augusta Solar



AGENCY COMMENTS

Table 4: Soil Classes

TMP	Approximate Fenced in Acreage	C-I	C-II	C-III	C-IV	C-V	C-VI	C-VII	For-G
76 44A	74	12.000	54.000	2.000	6.000				
84 106	14		2.000	10.000	2.000				
84 107	26		18.000	8.000					
84 108A	34		24.000	4.000	6.000				
84 108B	29		23.000	6.000					
84 108E	2		2.000						
84 87	36		36.000						
85 24	4		1.000	3.000					
85 25	19		12.000	7.000					
85 34	52		34.000	18.000					
85 35	37	3.000	8.000	25.000	21.000				
85 58	69		60.000	5.000	4.000				
85 58A	2		2.000						
85 61	70		16.000	26.000	28.000				
Total acreage	468	15.000	292.00	114.00	67.00	0.000	0.00	0.000	0.00

Note - MV Feeder Lines do not cover the whole parcel but rather will utilize a 50-foot wide easement.

The applicant states, “*Section 25-70.9B. of the Zoning Ordinance...states that ‘the owner or operator shall install all electrical wires associated with the large solar energy system underground unless the applicant can demonstrate the necessity for aboveground installations as determined by the Board of Supervisors’, the Applicant will make commercially reasonable efforts to trench or directionally bore medium voltage feeder lines, unless site conditions or regulatory agency recommendations require overhead installation. Site conditions that may restrict the ability to trench or directional bore underground include the presence of existing development, wetlands, streams, cultural resources, shallow bedrock, and/or karst topography. Overhead installation locations are subject to change based on information acquired by the Applicant through various surveys and coordination with regulatory agencies.*”³

The applicant will need to demonstrate where the wires will be placed overhead and underground for the Board of Supervisors’ review of the site plan.

VDOT COMMENTS:

VDOT Site Specific Comments:

Any new proposed entrance locations will be discussed in greater detail at the site plan stage. In general, a solar facility may generate an initial peak of construction traffic but is expected to generate very little traffic once in operation.

³ Feeder Line Fact Sheet

VDOT General Comments:

Should the safety, use, or maintenance level of any existing or proposed entrance to a VDOT maintained highway change in the future, VDOT reserves the right to require additional modifications as warranted by the site-specific conditions. If any work is required on VDOT right-of-way, a VDOT Land Use Permit is required. The permit is issued through the Harrisonburg Residency office.

Traffic Data:

NOTE: *Based on access roads to each site*

- **Rte. 340 (Stuarts Draft Hwy) from Rte. 608 (Tinkling Spring Rd) to Rte. 632 (Shalom Rd)**
 - ADT: 15,000 (2021)
 - Speed Limit: 45-55 MPH
 - K-factor: 0.093, Dir. Factor: 0.513
 - Functional Classification: Minor Arterial

- **Rte. 635 (Mt. Vernon Rd) from Rte. 340 (Stuarts Draft Hwy) to Rte. 639 (Wayne Ave)**
 - ADT: 6,400 (2021)
 - Speed Limit: 40 MPH
 - K-factor: 0.106, Dir. Factor: 0.504
 - Functional Classification: Major Collector

- **Rte. 970 (Hall School Rd) from Rte. 635 (Mt. Vernon Rd) to Rte. 971 (Lipscomb Rd)**
 - ADT: 830 (2021)
 - Speed Limit: 45 MPH
 - K-factor: 0.113, Dir. Factor: 0.762
 - Functional Classification: Major Collector/Local

- **Rte. 634 (Patton Farm Rd) from Rte. 633 (China Clay Rd) to Rte. 639 (Wayne Ave)**
 - ADT: 2,600 (2021)
 - Speed Limit: 45 MPH
 - K-factor: 0.110, Dir. Factor: 0.615
 - Functional Classification: Major Collector

- **Rte. 848 (Rankin Ln) from Rte. 610 (Howardsville Tpke) to End State Maintenance**
 - ADT: 430 (2017)
 - Speed Limit: 25 MPH
 - K-factor: N/A, Dir. Factor: N/A
 - Functional Classification: Local

- **Rte. 632 (Shalom Rd) from Rte. 970 (Hall School Rd) to Rte. 664 (Lyndhurst Rd)**
 - ADT: 1,200 (2021)
 - Speed Limit: 45 MPH
 - K-factor: 0.104, Dir. Factor: 0.579
 - Functional Classification: Minor Collector

- **Rte. 971 (Lipscomb Rd) from Rte. 970 (Hall School Rd) to Rte. 624 (Lyndhurst Rd)**
 - ADT: 350 (2019)
 - Speed Limit: 55 MPH (Unposted)
 - K-factor: N/A, Dir. Factor: N/A
 - Functional Classification: Local

- **Rte. 624 (Lyndhurst Rd) from Rte. 634 (China Clay Rd) to Rte. 971 (Lipscomb Rd)**
 - ADT: 1,100 (2021)
 - Speed Limit: 45 MPH
 - K-factor: 0.103, Dir. Factor: 0.601
 - Functional Classification: Minor Collector

- **Rte. 624 (Lyndhurst Rd) from Rte. 971 (Lipscomb Rd) to Rte. 664 (Nursery Rd)**
 - ADT: 1,400 (2021)
 - Speed Limit: 35 MPH
 - K-factor: 0.099, Dir. Factor: 0.608
 - Functional Classification: Minor Collector

HEALTH DEPARTMENT COMMENTS:

The Health Department advises the applicant to research any sewage disposal systems or private well approvals on the parcels and ensure they are not encroached upon or damaged. Solar panels should not be placed over existing drainfields or reserve areas.

For questions or for additional information, the applicant should contact the Central Shenandoah Health District at cshdinfo@vdh.virginia.gov.

SCHOOL BOARD STAFF COMMENTS:

The request for a change of approximately 647 acres from General Agriculture to Special Use Permit for a large energy system would have no impact on these three (3) schools.

The table below indicates the enrollment as of May 18, 2023

School	Enrollment	Capacity
Stuarts Draft Elem SDES	593	834
Stuarts Draft Middle SDMS	495	960
Stuart Draft High SDHS	692	940

FIRE-RESCUE COMMENTS:

- Prior to activating the site, all Augusta County Fire and Rescue Departments shall be provided emergency response training by the owner or operator. This training and education must include documentation of onsite material and equipment, proper firefighting and lifesaving procedures, and material handling procedures.
- Solar sites should have adequate methods for system shutdown of the electrical equipment to be reviewed by the Fire Chief or his designee. All main power disconnects, as well as all system components that require special attention during an emergency, shall be clearly and consistently labeled on the preliminary site plan submitted with the SUP application and all subsequent site plans.
- A Knox box or key box shall be provided at all access gates shown on the site plan to be reviewed by the Fire Chief or his designee.
- All tracking rows must be a minimum of 15' apart at highest tilt for emergency vehicles and responders to have access.
- A Site Maintenance Plan must be provided including the following: weed control methods, routine mowing and trimming, and other general site maintenance.

AUGUSTA WATER COMMENTS:

NOTE: The below comments do not include any analysis concerning Augusta County's Comprehensive Plan or the potential economic impact to Augusta Water. Additional comments will be provided to the Augusta County Board of Supervisors under separate cover prior to this application being considered.

- **TMP 85-61, Alphonso P. Boxley, III & Dale S. Boxley, Trustees**

Requested Conditions:

- 1) Ground surface elevations shall not be changed and no water shall be impounded over any existing water/sewer infrastructure without written consent of Augusta Water.
- 2) Where public water/sewer utilities are located on the same parcel as the proposed project, Augusta Water shall have the right to utilize access roads constructed for the project or be provided with reasonable access to the utilities by truck.
- 3) All properties are included in Urban Service Area (USA) or Community Development Areas (CDA) in the Augusta County Comprehensive Plan. There are adjacent and nearby parcels that share the same designations, intended for growth that utilize public water and sewer. As a result, Augusta Water requests that no panels and/or appurtenances (including fences and landscaping) be installed within 40 feet of road/railroad right of way to provide space for potential water/sewer infrastructure installation.
- 4) The applicant needs to disclose if any corrosion control systems will be part of this project.

Parcel Specific Responses:

- 1) There are no public water/sewer lines on this property. The closest water mains are located at the end of Benz Lane (8") approximately 4,200 feet east of the property and Lyndhurst Road (8") approximately 1,00 feet south of the property across the railroad track.

- **TMP 84-87, Robert E. East, Jr.:**

- 1) There are no public water/sewer lines on this property. The closest water mains are located at the end of Rankin Lane (6") approximately 600 feet south of the property and Kennedy Ridge Court (8") approximately 1,400 feet south of the property.

Requested Conditions:

- 1) Ground surface elevations shall not be changed and no water shall be impounded over any existing water/sewer infrastructure without written consent of Augusta Water.
- 2) Where public water/sewer utilities are located on the same parcel as the proposed project, Augusta Water shall have the right to utilize access roads constructed for the project or be provided with reasonable access to the utilities by truck.

- 3) All properties are included in Urban Service Area (USA) or Community Development Areas (CDA) in the Augusta County Comprehensive Plan. There are adjacent and nearby parcels that share the same designations, intended for growth that utilize public water and sewer. As a result, Augusta Water requests that no panels and/or appurtenances (including fences and landscaping) be installed within 40 feet of road/railroad right of way to provide space for potential water/sewer infrastructure installation.
- 4) The applicant needs to disclose if any corrosion control systems will be part of this project.

- **Gary E. Martin & Dale L. Martin:**

Requested Conditions for all listed parcels:

- 1) Ground surface elevations shall not be changed and no water shall be impounded over any existing water/sewer infrastructure without written consent of Augusta Water.
- 2) Where public water/sewer utilities are located on the same parcel as the proposed project, Augusta Water shall have the right to utilize access roads constructed for the project or be provided with reasonable access to the utilities by truck.
- 3) All properties are included in Urban Service Area (USA) or Community Development Areas (CDA) in the Augusta County Comprehensive Plan. There are adjacent and nearby parcels that share the same designations, intended for growth that utilize public water and sewer. As a result, Augusta Water requests that no panels and/or appurtenances (including fences and landscaping) be installed within 40 feet of road/railroad right of way to provide space for potential water/sewer infrastructure installation.
- 4) The applicant needs to disclose if any corrosion control systems will be part of this project.

Parcel Specific Responses:

- 1) **84-106:** There is an existing 21" public sewer main located on this property. The closest, larger diameter water main (12") to the property is located approximately 4,500 feet east.
- 2) **84-107:** There is existing 12", 15", and 21" public sewer mains located on this property. The closest, larger diameter water main (12") to the property is located approximately 1,500 feet east.

- 3) **84-108A:** There is an existing 12" public sewer main located on this property. The closest water main (12") is located along the frontage of the property on Patton Farm Road.
- 4) **84-108B:** There are no public water/sewer lines on this property. The closest water main (12") to the property is located approximately 1,200 feet east.
- 5) **84-108E:** There are no public water/sewer lines on this property. The closest water main (12") to the property is located approximately 2,500 feet east.

- **Waynesboro Nurseries, Inc.:**

Requested Conditions for all listed parcels:

- 1) Ground surface elevations shall not be changed and no water shall be impounded over any existing water/sewer infrastructure without written consent of Augusta Water.
- 2) Where public water/sewer utilities are located on the same parcel as the proposed project, Augusta Water shall have the right to utilize access roads constructed for the project or be provided with reasonable access to the utilities by truck.
- 3) All properties are included in Urban Service Area (USA) or Community Development Areas (CDA) in the Augusta County Comprehensive Plan. There are adjacent and nearby parcels that share the same designations, intended for growth that utilize public water sewer. As a result, Augusta Water requests that no panels and/or appurtenances (including fences and landscaping) be installed within 40 feet of road/railroad right of way to provide space for potential water/sewer infrastructure installation.
- 4) The applicant needs to disclose if any corrosion control systems will be part of this project.

Parcel Specific Responses:

- 1) **76-44A:** There are no public water/sewer lines on this property. Augusta Water's long-term system master planning for this area shows a potential (unbudgeted) future water main extending along Shalom Rd. across the frontage of TM 76-44A. Augusta Water also owns a well approximately 150 feet away at the closest point. The well is not in the near-term plan for development but over the next 35 years, it is possible this source could be more seriously considered for development. The exact location of water main infrastructure and installation timing are typically based on growth/system demands.

- 2) **85-24:** There are no public water/sewer lines on this property. The closest public water mains are located approximately 3,000 feet north at the Seasons Ridge Subdivision.
- 3) **85-25:** There are no public water/sewer lines on this property. The closest public water mains are located approximately 2,000 feet north at the Seasons Ridge Subdivision.
- 4) **85-34:** There are no public water/sewer lines on this property. There is an existing public water main located along the frontage of the property. There are public sewer mains located in the Seasons Ridge Subdivision across from the property.
- 5) **85-35:** There are no public water/sewer lines on this property. There is an existing public water main located along the frontage of the property.
- 6) **85-58:** There are no public water/sewer lines on this property. There are existing public water mains located just east (8" main) and west (12" main) of the frontage on Lyndhurst Road. Augusta Water's long-term system master planning for this area shows a potential (unbudgeted) future water main extending along Lyndhurst Rd. across the frontage of TM Nos. 85-8, 85-58, and 85-35. The master planning also shows a potential main along the east side of TM 85-35 that would connect Lyndhurst Rd. with Mt. Torrey Rd. and continue along Lipscomb Rd. to Hall School Rd. The main along Lyndhurst Rd. is a likely need that would also eliminate dead ends. The need for the other mains would be dependent on the rate and location of growth/system demands.
- 7) **85-58A:** There are no public water/sewer lines on this property. The closest public water mains are located approximately 2,600 feet north and west of the property at the Seasons Ridge Subdivision.

- **TMP'S WITH Solar-MV feeder line inside easements:**

Requested Conditions for all listed parcels:

- 1) Ground surface elevations shall not be changed and no water shall be impounded over any existing water/sewer infrastructure without written consent of Augusta Water.
- 2) Where public water/sewer utilities are located on the same parcel as the proposed project, Augusta Water shall have the right to utilize access roads constructed for the project or be provided with reasonable access to the utilities by truck.
- 3) All properties are included in Urban Service Area (USA) or Community Development Areas (CDA) in the Augusta County Comprehensive Plan. There

are adjacent and nearby parcels that share the same designations, intended for growth that utilize public water and sewer. As a result, Augusta Water requests that no panels and/or appurtenances (including fences and landscaping) be installed within 40 feet of road/railroad right of way to provide space for potential water/sewer infrastructure installation.

- 4) The applicant needs to disclose if any corrosion control systems will be part of this project.

Owner: Dale L. Martin & Gary E. Martin

- 1) **84-108** – There are no public water/sewer lines on this property. There is an existing 21” sewer line just north of the northern property line.
- 2) **84-108J** – There are no public water/sewer lines on this property. There is an existing 12” waterline and 4” sewer force main located immediately adjacent to the property, on the opposite side of Patton Farm Road.

Owner: Walter Hunter Lyle

- 1) **85-4** – There is an existing water main located along Patton Farm Road west side property line of the parcel. There are existing sewer gravity mains approximately 1,400’± north of the subject parcel on Patton Farm Road.

Owner: Orvin J. Kiser Jr.

- 1) **85-62** – There are no public water/sewer lines on this property. The closest public water main is located approximately 800 feet south, across the railroad tracks. The closest watermain on the same side of the railroad tracks is located on Benz Lane approximately 3,000 feet to the east.

Owner: James & Magdalene Brenneman

- 1) **85-63D** – There are no public water/sewer lines on this property. The closest public water main is located approximately 800 feet south, across the railroad tracks. The closest watermain on the same side of the railroad tracks is located on Benz Lane approximately 2,400 feet to the east.
- 2) **85-63E** – There are no public water/sewer lines on this property. The closest public water main is located approximately 2,200 feet south, across the railroad tracks. The closest watermain on the same side of the railroad tracks is located on Benz Lane approximately 2,400 feet to the east

Owner: Waynesboro Nurseries, Inc.

- 1) **85-8** – There are no public water/sewer lines on this property. There is an existing 8” waterline along Lyndhurst Road east of the property and a 12” main along Lyndhurst Road west of the property. Augusta Water’s long-term master planning for this area shows a future water main (currently unbudgeted) extending along Lyndhurst Road across the frontage area of TM 85-8 to connect the two existing mains, eliminating dead end, and providing improved flow to the area.

There are existing public water and sewer mains in the immediately adjacent Season’s Ridge Subdivision.

- 2) **85-9** – There are no public water/sewer lines on this property. There are existing public water and sewer mains in the immediately adjacent Season’s Ridge Subdivision.

ENGINEERING COMMENTS:

Environment Ordinance Considerations

Stormwater management must be addressed per the provisions of the Augusta County Stormwater Ordinance. Use of water quality measures listed in either the Virginia Stormwater Management Handbook or through the Virginia Stormwater Management BMP Clearinghouse will be required. The county will consider all areas of panel to be impervious.

The applicant is advised to contact the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality for any requirements related to proposed work in wetland areas or adjacent to any streams.

Karst areas may exist in the project area. The applicant is advised to consult a geologist to determine the extent of karst and a determination of the suitability of the sites for development. Drainage calculations for karst areas must conform to DCR SWM Technical Bulletin #2, “Hydrological Modeling and Design in Karst”.

This property drains to South River which is listed on the Virginia DEQ 2022 Impaired Waters List. This impaired segment extends from its confluence with Stony Run downstream to its confluence with the Back Creek. The impaired use is recreation, the specific impairment is E. coli., The sources of the impairment are: On-site Treatment Systems (Septic Systems and Similar Decentralized Systems), Wildlife Other than Waterfowl, Non-Point Source, Livestock (Grazing or Feeding Operations), and Agriculture. Numerous TMDLs have been approved for this segment for each of the impairments and must be considered by the applicant.

Additionally, the Augusta County Comprehensive Plan lists the South River – Canada Run watershed as a Priority Watershed for Groundwater Protection due to the presence of karst features and the location of Source Water Assessment Program zones. While infiltration BMPs may not be advised due to the prevalence of karst, it is recommended that water quality treatment be provided onsite vs. purchasing offsite credits.

The county will consider all areas under panel to be impervious, though we will consider site specific calculations demonstrating some level of infiltration and/or treatment of runoff in the area underneath of the panels and surrounding areas.

Overlay Ordinance Considerations

Portions of the project lie within Area 2 of the Source Water Protection Overlay (SWPO) District. All provisions of the Source Water Protection Ordinance (SWPO) must be satisfied. Additionally, for Source Water & Recharge Areas, the Comprehensive Plan recommends restriction of land uses that pose a contaminant threat. Additionally, stormwater practices that infiltrate or can contaminate groundwater should be avoided. Water quality treatment and revegetation are recommended.

This property lies outside of the Airport Overlay District (APO).

Portions of this project lie within Zone AE on the FEMA FIRM. Any development on this portion of the property must meet the provisions of the Floodplain Overlay (FPO) Ordinance. Placement of fill in this area is discouraged. Any fill placed in this area could impact other properties and will require a detailed flood study and a Letter of Map Revision (LOMR) from FEMA. New lots must contain a “Buildable Area” outside of the floodplain.

Portions of the project lie within of the Urban Service Overlay District (USO) and are therefore subject to the limitations on access to public streets contained in that ordinance.

Subdivision Ordinance Considerations

§21-9.1 Subsection B of the County Subdivision Ordinance addresses street layout and access to adjacent property. Development is required to connect to existing or planned streets and must also provide for access to adjacent property that is located with areas designated in the Comprehensive Plan as Urban Service or Community Development Areas. Given that this project is located in Urban Service and Community Development Areas, desirable community interconnections and future development patterns are likely to be disrupted. This is particularly evident for the most southern and eastern parcels (TM 84-87, TM 84-108B, TM 85-34, TM 85-24, TM 85-25, TM 85-58, and TM 76-44A.

Natural Resource Recommendations from the Comprehensive Plan

In Urban Service Areas

The 2007 Augusta County Comprehensive Plan recommends performance standards to protect natural resources. For Urban Service Areas, a riparian buffer of 35 feet on either side of a stream is encouraged, and where feasible, stormwater should not be piped through in a manner to short-cut the buffer. Additionally, floodplain areas should have no habitable structures, but should instead be utilized for greenways & recreation areas.

For Flood Control Dam Inundation Zones in the Urban Service Area, the Comprehensive Plan recommends allowing expansions to existing development with education and possible mitigation measures. For new residential development, habitable structures should be located outside of the zone if reasonable alternatives exist.

For Wetland areas in the Urban Service Area, the Comprehensive Plan recommends provision of a 35 foot buffer from the edge of wetlands.

For unique natural features such as caves, major karst features, critical habitats, etc., the Comprehensive Plan recommends to tie these features in with greenways, active and passive recreation areas and flood plain preservation areas.

In Community Development Areas

The 2007 Augusta County Comprehensive Plan recommends performance standards to protect natural resources. For Community Development Areas, a riparian buffer of 35 feet on either side of a stream is encouraged, and stormwater should not be piped through in a manner to short-cut the buffer. Additionally, floodplain areas should have no habitable structures, but should instead be utilized for greenways & recreation areas.

For Flood Control Dam Inundation Zones in Community Development Areas, the Comprehensive Plan recommends allowing expansions to existing development with education and possible mitigation measures. For new residential development, habitable structures should be located outside of the zone if reasonable alternatives exist.

For Source Water & Recharge Areas, the Comprehensive Plan recommends preservation of open space to the extent feasible and restriction of land uses that pose a contaminant threat. Additionally, stormwater practices that infiltrate or can contaminate groundwater should be avoided, water quality treatment and revegetation are recommended, and enhanced onsite sewage disposal systems should be utilized.

For Wetland areas, the Comprehensive Plan recommends provision of a 35 foot buffer from the edge of wetlands.

For unique natural features such as caves, major karst features, critical habitats, etc., the Comprehensive Plan recommends to tie these features in with greenways, active and passive recreation areas and flood plain preservation areas.

ZONING ADMINISTRATOR’S COMMENTS:

Installing solar panels on approximately four hundred and seventy acres (470) acres on multiple properties adjoining Single Family Residential, Rural Residential and General Agriculture containing single family residences could have a negative visual impact. Staff does not feel the adjoining General Industrial zoned properties will be negatively impacted.

A Special Use Permit meeting the ordinance requirements outlined in **Section 25-70.6** is required prior to development of a large scale energy project.

The Zoning Ordinance requires a buffer yard to be provided and maintained and landscaped adjacent to any property line. A site plan meeting submittal requirements of Article LXVII “Site Plan Review” including supplemental plans shall be submitted for review prior to Special Use Permit approval.

COMPREHENSIVE PLAN CONSIDERATIONS: Augusta County amended its Comprehensive Plan in 2021 to reflect the growing demand for renewable energy by way of solar energy systems. The twelve policies below are a guide for the County to determine if a solar energy system is appropriate in the desired location. The analysis below from County Staff gives consideration to the twelve policies and outlines the issues and recommendations for Augusta Solar, LLC.

OBJECTIVE C: Encourage distributed solar and carefully sited utility scale solar as a means of achieving renewable energy goals.

Policy 1: Economy. Recognize the employment opportunities, especially for distributed solar, and economic diversification opportunities that utility scale solar provide.

STAFF ANALYSIS:

Augusta Solar, LLC has provided an Economic & Fiscal Impact Analysis prepared by Mangum Economics. The report analyzes how the County will benefit economically through the construction of the project, the contributions to the County during the operational phase of the facility, and the increase in land value compared to the current zoning of the land. This project would be in line with this policy by providing economic diversification for the County throughout the one-time construction phase and economic contributions during the operational phase of the project. The applicant has explained that during the construction phase, 179 local and non-local full-time equivalent construction jobs would be created. Out of the 179 jobs, approximately 57 would be supported by local workers. Two (2) full time jobs would be created during the operational phase of the project, which would include on-site maintenance and repair support to the system.

The applicant clarified that the geographical area the IMPLAN method used to evaluate the economic impact was Augusta County, Virginia. The applicant has

explained that an advantage to using the IMPLAN model is that it uses regional and national production and trade data in combination with county-level economic data which results in precise data regarding the economic benefits that would occur during the construction and operational phases of the energy system. The project is projected to bring in a one-time pulse of economic activity during the construction phase amounting to \$4.7 million in wages and benefits for construction workers. It is also projected to bring in an estimated \$0.3 million in wages and benefits during the operational phase of the energy system. During the operational phase, it is projected to bring \$6.9 million in County revenue for the 30-year operational life of the project. This figure includes the reassessment of property in the County, a proposed siting agreement with the County, and the taxation of the associated capital investments in the County. The applicant has provided an estimated breakdown of construction costs, as well as decommissioning costs, which staff do note will not be finalized until the final review of the decommissioning plan during the pre-conditions stage of a special use permit.

Not only will the County receive machinery and tools taxes generated from the project, the County will also receive an increase in land taxation for each parcel taken out of the Land Use Program. According to the fiscal impact analysis, the to the land assessed at a solar use assessment value would be approximately \$10,000 an acre after it is removed from the land use program. It is noted in the report that this figure is an estimate based on comparable solar projects in Virginia. Some of the project parcels are planned for industrial and residential development in the Future Land Use Map. Staff finds that these planned uses, particularly industrial development, would create more long-term and higher-paying local jobs than a solar energy facility, making those planned uses higher and better uses of those parcels if the landowner desires to take them out of the current agricultural use. However, staff do take into consideration that some of the parcels are not developable or congruent with the planned land use planned. Please see Policy 6: Balance Land Use, for a detailed analysis of each parcel.

Policy 2: Rural Viewsheds. Desire to maintain rural viewsheds and agriculture as a predominant component of our economy, but sees synergy among agricultural and rural land development and utility scale solar development so long as the clustering, size, or fragmentation of such facilities does not have undue adverse impact on the surrounding neighborhoods.

STAFF ANALYSIS:

Rural viewsheds are foundational to Augusta County's character. While solar as a renewable energy source is something the County strives to attain, rural viewshed is a predominate factor in consideration for these projects. The applicant has proposed buffering along some of the boundaries of each project footprint, along with fencing. Where vegetative buffers are not proposed, the applicant has proposed alternative compliance to utilize existing vegetation on the parcels in order to mitigate any impacts to the rural viewshed. After a site

visit, staff are of the opinion that the topography of the site and design do not present significant challenges to maintain and protect rural viewsheds. Sufficient buffering and setbacks as required in the County Ordinance Section 25-70.8 will help mitigate any adverse visual impacts to residential uses, adjacent public rights-of-way, and rural viewsheds from the project.

The size of this particular project, being approximately 470 fenced acres, could potentially alter the rural landscape Augusta County currently has. However, from the site tour, staff saw that the majority of the proposed project parcels are well hidden and away from developed areas. While this project is reviewed as one large energy system, clustering and fragmentation are an issue in this project as it encompasses a portion of Stuarts Draft and the Lyndhurst area. Staff find that the fragmentation of this project could be a hinderance to the agricultural character of the County, especially along Wayne Ave, where two small scale projects have been approved. The majority of the parcels bordering the project are also General Agriculture as well as General Industrial. Two of the parcels are adjacent to single family residential zoned neighborhoods, the Hamptons and Seasons Ridge Neighborhood. See Policy 5 for a visual impact analysis.

Below is a detailed analysis of all parcels included in the project regarding the impact, if any, this project could have on rural viewshed. The analysis looks at whether or not the proposed sites negatively affect the surrounding environment and peoples' well-being. This policy will not go into setbacks or buffering since Policy 5 provides a detailed analysis on visual impact and the applicant's plan to mitigate impacts. The parcels to be used for MV feeder lines are not listed below as the majority will be underground in a 50-foot-wide easement.

- **Site Plan 1 - Includes TMP 084 106 (martin Gary e 50% & Dale I 50%), 084 107 (Martin Gary E 1/2martin Esther I 1/2*), 084 108A (Martin Gary E 25% etal)**

Out of all the sites, the proposed solar array pod on Site Plan 1 has the most impact to rural viewshed on a large scale, being that it is parallel to Wayne Avenue and runs along Patton Farm Road south of the Norfolk Southern railroad. Rte. 634, Patton Farm Road, and Rte. 639, Wayne Avenue, are classified as Major Collector roads averaging 2,600 daily trips. With approximately 30 fenced acres with 10.22 acres under panel on TMPs 084 106 and TMP 084 107, and approximately 34 fenced with 8.33 acres under panel along Patton Farm Road (TMP 084 108A), the solar arrays will be visible due to the flat topography of 084 106 and 084 107 and the rolling hill on 084 108A. Wayne Avenue and Patton Farm Road meet at a crossroad where many industrial buildings are located and is in the heart of the Urban Service Area. Even though the fenced in area would be located on the southside of the railroad, from the site visit, staff felt like the array would be clearly seen. As mentioned above, Wayne Avenue has two previously approved sites planning to begin construction in the next year or so. Staff feel that adding an additional two fenced in areas along Wayne Avenue would constitute as clustering. Staff recommend removing Site Plan 1 from the

project in order to limit impacts on two heavily traveled roads and to avoid causing fragmentation along Wayne Avenue.

- **Site Plan 2 - Includes TMP 084 87 (East Robert E Jrrevocable Trust), 084 108B (Martin Gary E or Dale L), 084 108E (Martin Dale L 1/2 & Gary E 1/2)**

The fenced in area where a solar array pod is proposed on TMP 084 108B is located directly behind the Hampton subdivision. The fenced in area is approximately 29 acres, with approximately 6.05 acres under panel.

While the Solar array on TMP 084 108B would not be seen from Patton Farm Road, staff are concerned that the project parcel abuts directly behind the single-family residential neighborhood. Refer to Policy 5 for staff's recommendations on buffering and setbacks for this parcel in relation to the Hamptons Neighborhood.

The proposed approximately 36-acre fenced in area with 8.01 acres under panel on TMP 084 87 does not impact rural viewshed as it is not visible from major roadways, and is tucked back in the Martin Family farm.

- **Site Plan 3 - Includes TMP 076 44A (Waynesboro Nurseries Inc.)**

Out of all the proposed sites, this is this largest fenced in area with 74 fenced acres and approximately 16.99 acres under panel. The solar array could be seen from Shalom Road at certain points. There are General Agriculture zoned properties directly across from the array which could be affected by the impact on the rural viewshed. Shalom Road is a minor collector road and daily trips average 1,200. From the site visit, if natural vegetation is kept, the rural viewshed would not be impacted off Shalom Road. Approximately 4.70 acres of existing vegetation is proposed to be preserved, and the required buffering is planted along the road. However, staff have concerns with this parcel in the project in terms of proximity to the other proposed solar arrays, and it is sited along a well-traveled road in Stuarts Draft. Staff recommend the applicant remove the parcel from the project. At the least, planting a dense buffer along with the existing vegetation or increasing the setback to 1,000 feet from the existing homes could help to mitigate the impacts on the neighbors across the road of Shalom.

- **Site Plan 4- TMP 085 61 (Boxley Alphonso P III Trustee & Dale S Bo)**

The applicant has proposed 70 fenced acres with approximately 17.32 acres under panel. From the site visit, the fenced in area is hidden within the Boxley Farm and would not be visible from roadways and therefore would have minimal impacts to the rural viewshed. The Norfolk Southern railroad also runs along the south of the property line.

- **Site Plan 5- Includes TMP 085 24; 085 25; 085 34; 085 35; 085 58; 085 58A Waynesboro Nurseries Inc.**

TMP 085 25 is 4 fenced acres with approximately 1.26 acres under panel and will not affect the rural viewshed as there is no surrounding development, and is surrounded by forested and agricultural land. TMP 085 25 is 19 fenced acres with approximately 5.43 acres under panel. After staff viewed the site, the two parcels cannot be seen from adjacent properties.

TMP 085 34 is located across from Seasons Ridge subdivision, which is zoned Single Family Residential. The proposed fenced in area is 52 acres with approximately 12.59 acres under panel. This site plan could affect the rural viewshed from the Seasons Ridge Neighborhood without adequate buffering and required setbacks (see Policy 5). TMP 085 58 is 69 fenced acres with approximately 20.83 acres under panel, which would be the largest area under panel of the project. It is surrounded by agricultural property and could be viewed a certain point on Lyndhurst road.

TMP 085 58A is 2 fenced acres with approximately 0.27 acres under panel. It is located behind the larger solar array on TMP 085 58. TMP 085 35 is 37 fenced acres with approximately 6.98 acres under panel. Staff feel that the panels on both of these parcels are located far enough away from Lyndhurst Road where visibility of the array would be minimal to none. TMP 085 35 is adjacent to a junkyard, and the array would not affect the ongoing operation.

Policy 3: Agricultural landscape and economy. Siting of projects should evaluate the agricultural landscape of the project area and surrounding area to assess the effects of a project on the agricultural economy.

STAFF ANALYSIS:

Agricultural production is one of the main drivers of the local economy, both specifically in Stuarts Draft and in Augusta County overall. Therefore, an evaluation of the impact of this project on the agricultural landscape and economy is critical to understanding its impact on the community. The parcels are located either within Urban Service or Community Development Areas. While these areas are geared toward development, there is still an agriculture component that contribute to the balance Augusta County has created between urban areas and rural areas. The applicant refers to Urban Service Areas as areas “targeted” by the Board of Supervisors for “the elimination of farming.” However, agriculture is a central pillar of Augusta County’s economic, historic, and cultural makeup which the County and the Board strive to preserve wherever and whenever possible. The County and the Board do not target any areas for the elimination of farming or for the elimination, or change, of any other use. The PPAs and FLUM designations simply guide decisions regarding development and growth when a change of use/zoning classification is desired by the landowners.

The applicant states that the project will have minimal impact on the local agricultural economy, and that the land owners have expressed interest in continuing to farm the remaining areas surrounding the project. The applicant has provided a breakdown of what part of each site will be fenced, including the area under panels. The applicant has also provided the acreage that will be utilized for the vegetative buffer, as well as the vegetation that will be preserved. See Table 2 on page 2 of this report for a breakdown of the acreages.

Parcels included within the project boundary, and parcels adjacent to the project, are actively farmed for a variety of agricultural and agricultural accessory uses, such as crops, hay, and accessory residential uses. The proposed facility would take 470 acres of General Agriculture-zoned land proposed to be located within the fenced project areas out of agricultural use. The applicant states that “a landowner-farmer may use the land outside the fenced area of the solar project to grow crops, if the landowner desires to do so” (pg. 14). Staff have concerns about the impacts of this proposed solar energy facility on soils that are ideal for agricultural production. Please see Policy 4 for staff analysis regarding soils. Below is a detailed analysis on the impacts of the proposed solar sites on the agricultural landscape and economy on these parcels and for Augusta County.

- **Site plan 1- Includes TMP 084 106 (Martin Gary e 50% & Dale I 50%), 084 107 (Martin Gary E 1/2 Martin Esther I 1/2*), 084 108A (Martin Gary E 25% etal)**

While currently zoned General Agriculture, these parcels are planned for Industrial in the Future Land Use Map (FLUM). Putting a solar facility on the parcel would take away the active agricultural operation on the land, but the parcels would also be taken out of the land use program if an industrial user were to site here.

- **Site Plan 2- Includes TMP 084 87 (East Robert E Irrevocable Trust), 084 108B (Martin Gary E or Dale L), 084 108E (Martin Dale L 1/2 & Gary E 1/2)**

These parcels are planned for low density residential which usually entails larger lots, therefore fewer houses. This project could impact the agricultural economy as farming operations could still take place on these parcels planned for low density residential.

- **Site Plan 3- Includes TMP 076 44A (Waynesboro Nurseries Inc.)**

This parcel is currently zoned General Agriculture and planned for Planned Residential in the Future Land Use Map (FLUM). If solar were constructed, it would take away a nursery operation, impacting the current use. However, the parcel is planned for a variety of residential types in the FLUM, which would also be taking the nursery out of operation in the future.

- **Site Plan 4- TMP 085 61 (Boxley Alphonso P III Trustee & Dale S Bo)**

This parcel is currently zoned General Agriculture and is planned for low density residential, which would allow for a dwelling and a farm. In this case the Boxley Farm is located here.

- **Site Plan 5- Includes TMP 085 24; 085 25; 085 34; 085 35; 085 58; 085 58A Waynesboro Nurseries Inc.**

These parcels are planned for medium and low-density residential development expected to create compact, interconnected development similar to the existing Seasons Ridge subdivision. Therefore, in the present, a solar array would affect the agricultural economy since these parcels are part of an active nursery. It could also affect the future land use of the property as these parcels are planned for residential development.

While a solar array would be a dual use on several of these parcels where the owners plan to continue to have farm operations, as a whole, the project would be taking 470 acres out of land use in the immediate future. The Future Land Use Map (FLUM), as a guide for growth, designates all of these parcels to be taken out of land use if developed to the classification of the FLUM. This project could potentially affect the agriculture economy of the County depending on how the parcels in the project contribute to the economy now.

Policy 4: Prime farmland and Agricultural and Forestal Districts. Siting of projects in Agricultural and Rural Planning Policy Areas should consider the presence of prime farmland producing soils and/or adjacent Agricultural and Forestal Districts.

STAFF ANALYSIS:

Agricultural and Forestal Districts

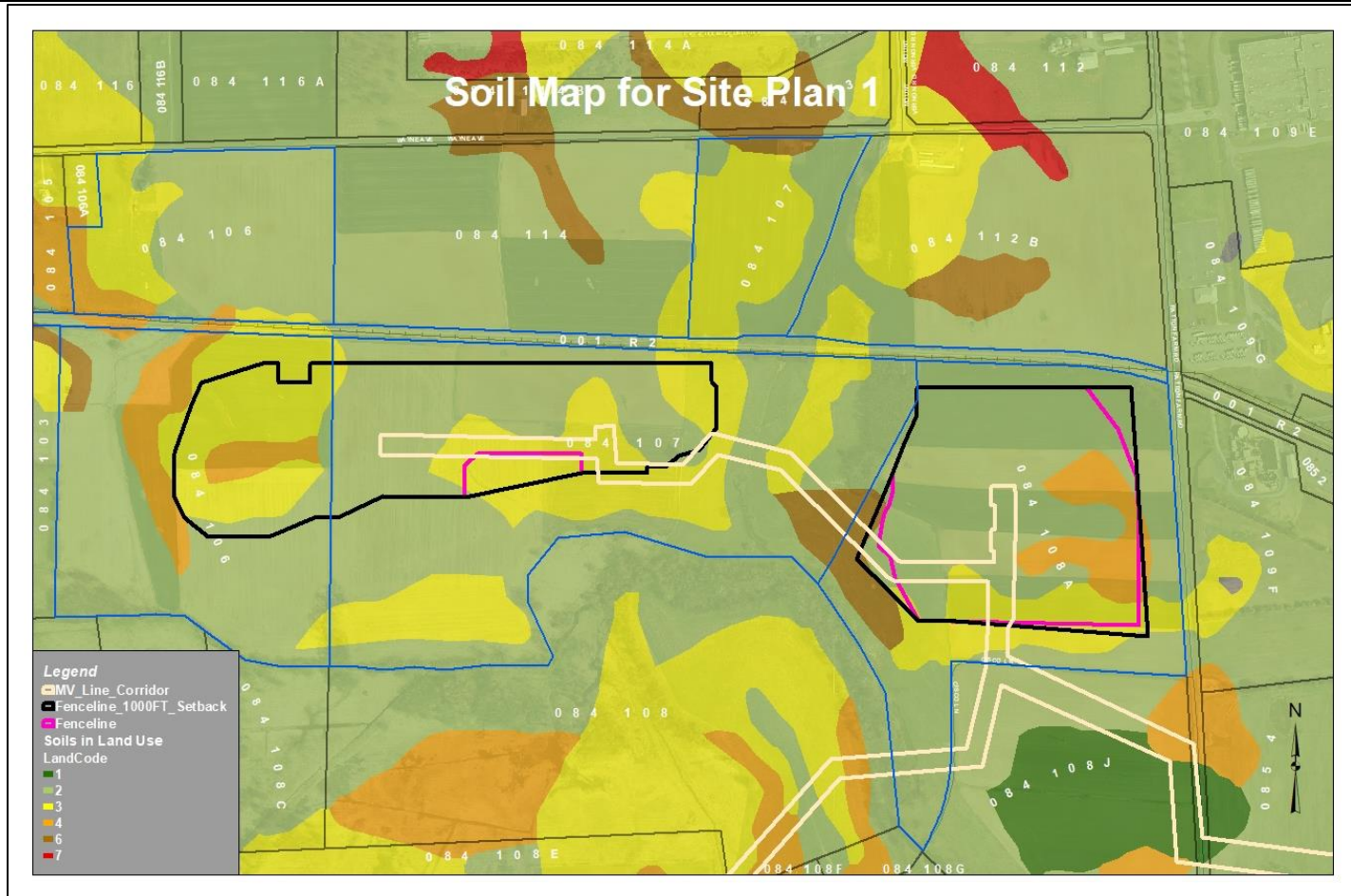
None of the parcels are sited in or near an Agricultural and Forestal District.

Soils

While these parcels are not located in Agricultural or Rural Planning Policy Areas, they are all currently zoned General Agriculture (GA). ~~Therefore, the impact of taking these parcels and their respective soils out of agricultural production must be considered.~~ Soils with Class I, II, III, and IV are considered for impacts on farm and agriculture land. The applicant intends to preserve all topsoil on site to preserve vital nutrients in the soil in order to support vegetation growth under panels. The applicant anticipates less than 10 acres of native deciduous and evergreen tree clearing. Of the approximately 470 acres included in the project area, all of the soils included are considered as either Class I, II, III, or IV, as shown in Table 4 on page 3 of this report. Below is a breakdown of the soils and a soils map for each of the project site plans. [Please see Adherence to Policy 4 for revised comments concerning applicability of this policy for this project.](#)

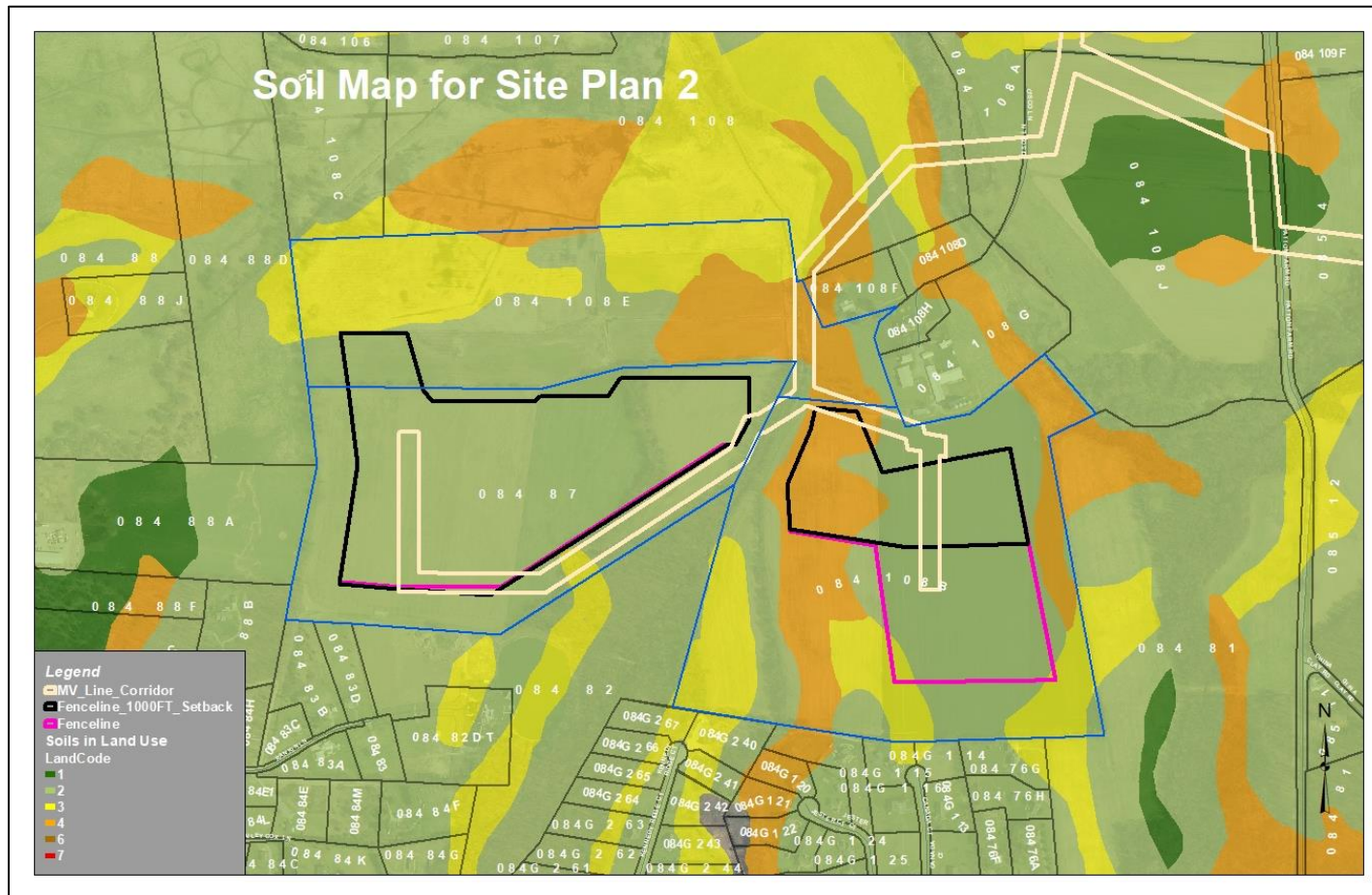
Site plan 1- Includes TMP 084 106 (martin Gary e 50% & Dale I 50%), 084 107 (Martin Gary E 1/2martin Esther I 1/2*), 084 108A (Martin Gary E 25% etal)

TMP #	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	FOR-G
084 106		2.0	10.0	2.0				
084 107		18.0	8.0					
084 108A		24.0	4.0	6.0				



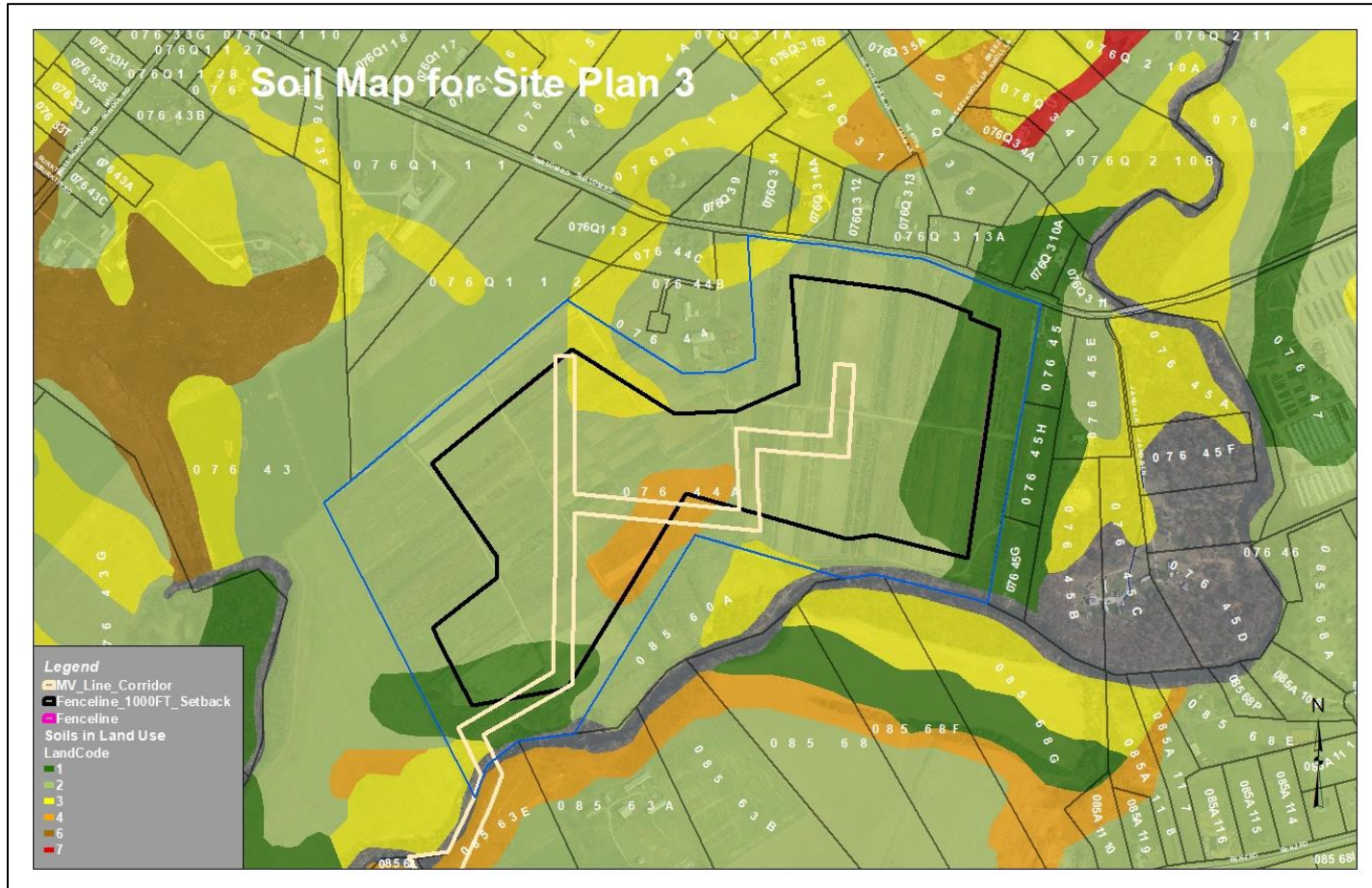
- **Site Plan 2- Includes TMP 084 87 (East Robert E Jrrevocable Trust), 084 108B (Martin Gary E or Dale L), 084 108E (Martin Dale L 1/2 & Gary E 1/2)**

TMP #	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	FOR-G
084 87		36.0						
084 108B		23.0	6.0					
084 108E		2.0						



- **Site Plan 3- Includes TMP 076 44A (Waynesboro Nurseries Inc.)**

TMP #	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	FOR-G
076 44A	12.0	54.0	2.0	6.0				



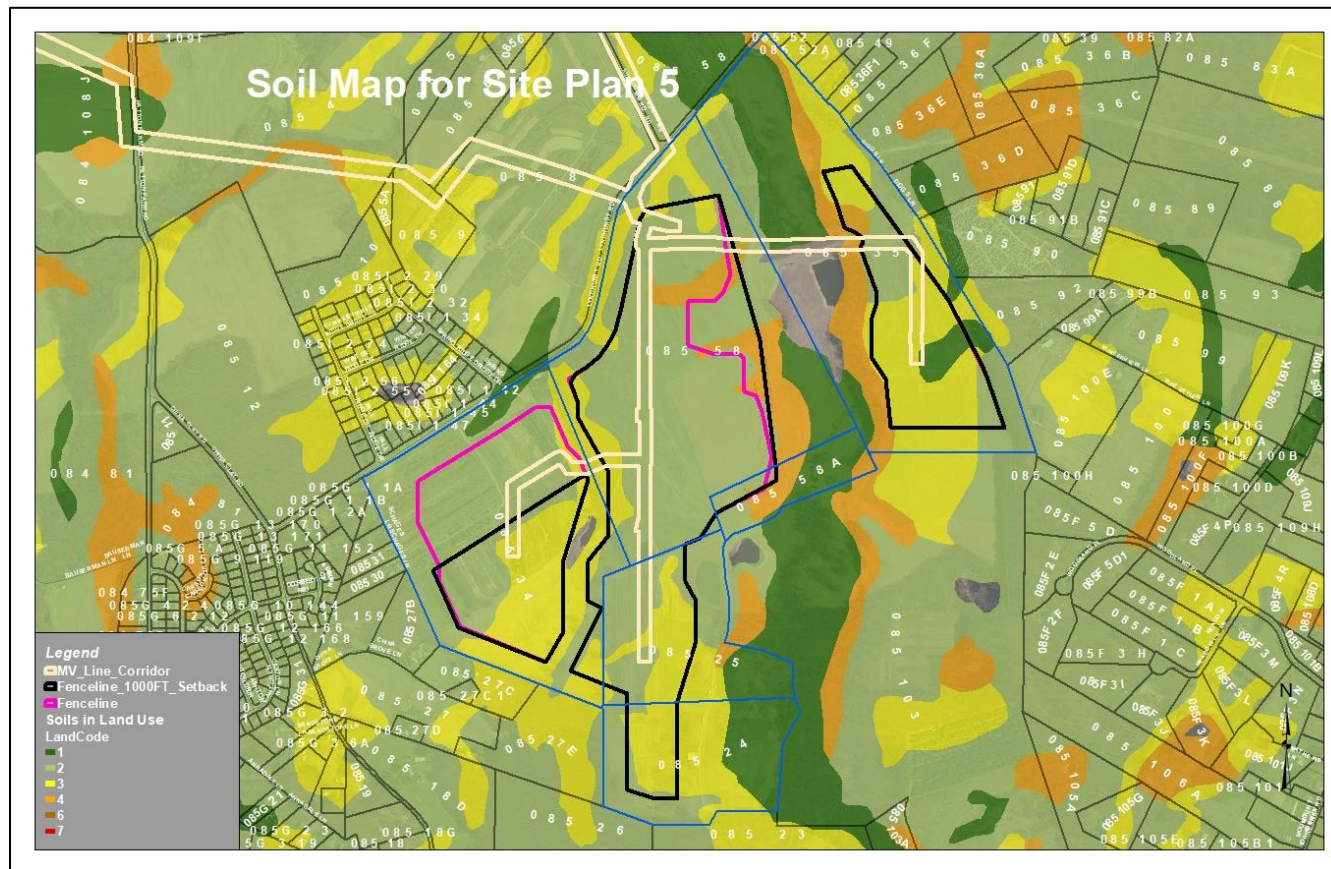
Site Plan 4- TMP 085 61 (Boxley Alphonso P III Trustee & Dale S Bo)

TMP #	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	FOR-G
085 61		16.0	26.0	28.0				



- **Site Plan 5- Includes TMP 085 24; 085 25; 085 34; 085 35; 085 58; 085 58A Waynesboro Nurseries Inc.**

TMP #	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII	FOR-G
085 24		1.0	3.0					
085 25		12.0	7.0					
085 34		34.0	18.0					
085 35	3.0	8.0	25.0	1.0				
085 58		60.0	5.0	4.0				
085 58A		2.0						



Policy 5: Visual impact. Siting of projects should take into consideration surrounding neighborhood developments and how visual impacts to those neighborhoods can be mitigated through appropriate buffers. Siting and design of projects should strive to utilize existing vegetation and buffers that exist naturally when adjacent to public rights of way or other adjacent property. In order to design and integrate buffers that succeed in mitigating the visual impact of a project on nearby development, projects should cover no more than 200 acres with photovoltaic panels.

STAFF ANALYSIS:

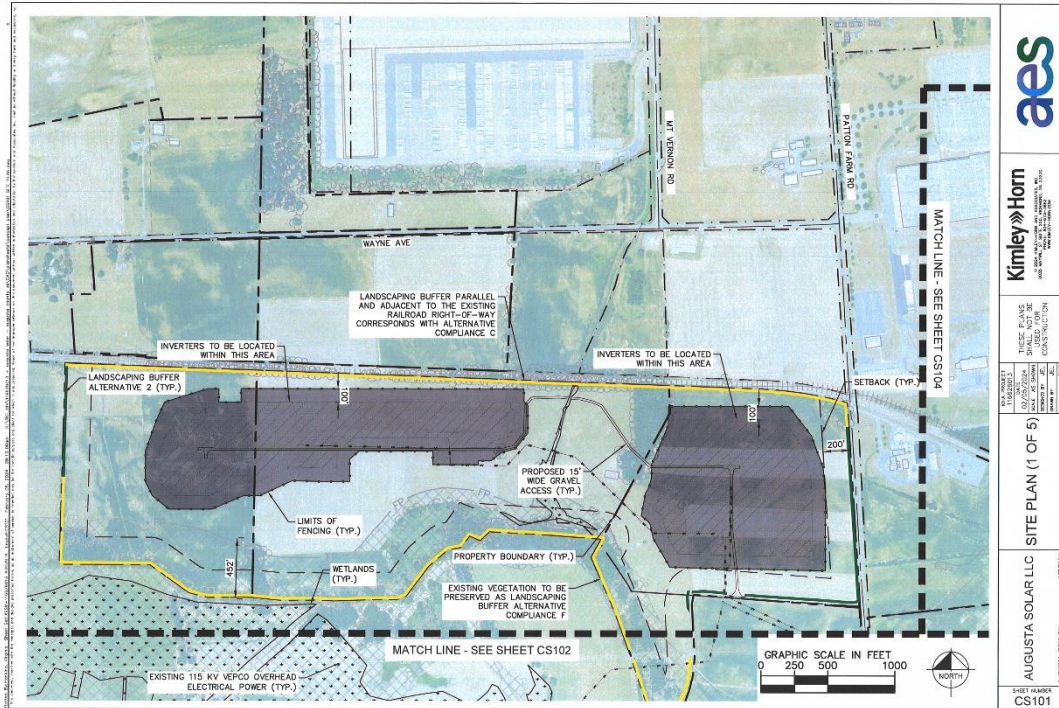
While not all the parcels are located near residential developments there are two parcels proposed with solar arrays pods abutting or directly across from two residentially-zoned neighborhoods, the Hamptons and Season Ridge subdivisions. The minimum setback for large solar energy systems from residentially-zoned properties is 1,000 feet as established by §25-70.8 of the Augusta County Code. The areas zoned residential would be most impacted by the project, especially without adequate buffering and setbacks in place. The applicant has chosen Alternative 2 for the buffering for this project. Alternative 2 requires a twenty foot (20') wide strip of land with 2 evergreen trees, 2 canopy trees, 2 understory trees and 24 shrubs planted per fifty linear feet (50') of buffer. The trees shall be a minimum of six feet (6') at the time of planting and the shrubs shall be a minimum of eighteen inches (18") at the time of planting. The applicant has also requested alternative compliance under Section 25-70.8F where existing vegetation is present or the buffer is parallel to a railroad right-of-way, asking that the Board of Supervisors waive the Alternative 2 buffering requirement if the Board determines that the alternative compliance is sufficient for mitigating any visual impacts.

The applicant has provided two (2) sets of Site Plans. The first shows the required setbacks (1,000 feet from residentially zoned properties), alternative 2 buffering, and where they are seeking alternative compliance. The second set shows setbacks that would require the Board of Supervisors to reduce to the minimum setback requirements.

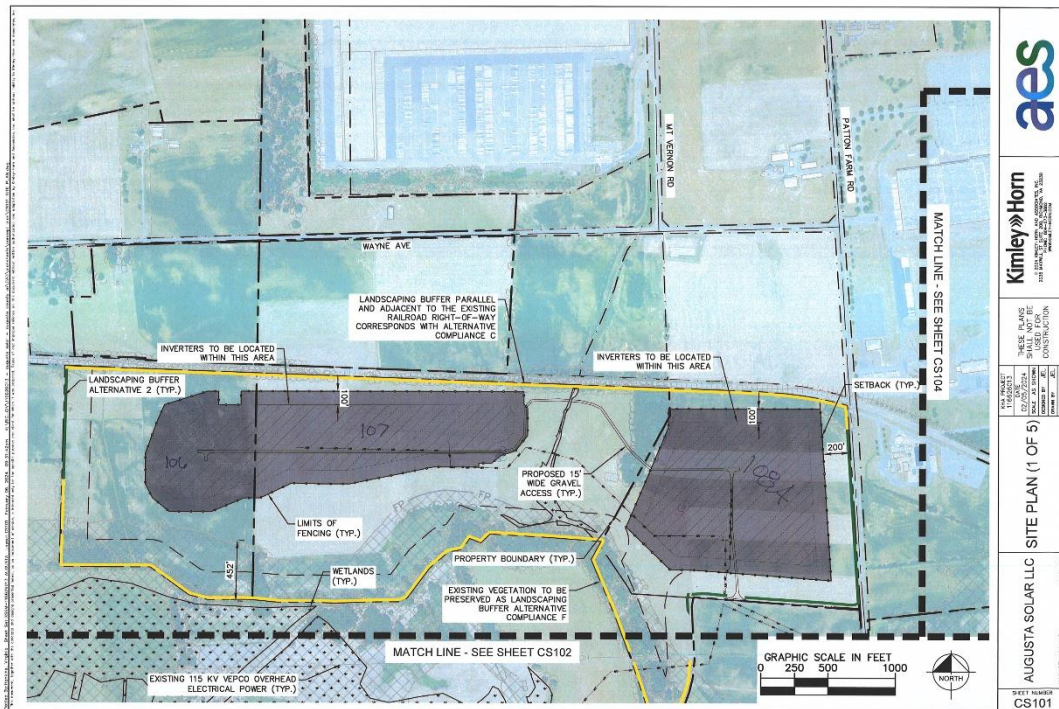
This policy also states that "projects should cover no more than 200 acres with photovoltaic panels" to mitigate the visual impacts of projects on adjacent development. This project is 470 fenced acres with 114 acres under photovoltaic panel within the fenced in area, which falls under the maximum suggested panel coverage area.

Below is a detailed analysis on the visual impact this project could have, along with recommendations for setbacks and buffering of every parcel included in the project that would be fenced in and/or under panel. The parcels to be used for MV feeder lines are not listed below, as they will only utilize small easements on associated parcels. Any MV feeder lines proposed above ground will be referred to below with an analysis of potential visual impact.

- **Site Plan 1- Includes TMP 084 106 (martin Gary e 50% & Dale I 50%), 084 107 (Martin Gary E 1/2martin Esther I 1/2*), 084 108A (Martin Gary E 25% etal) Site Plan with Proposed Setbacks:**



Site Plan 1 with Required Setbacks:



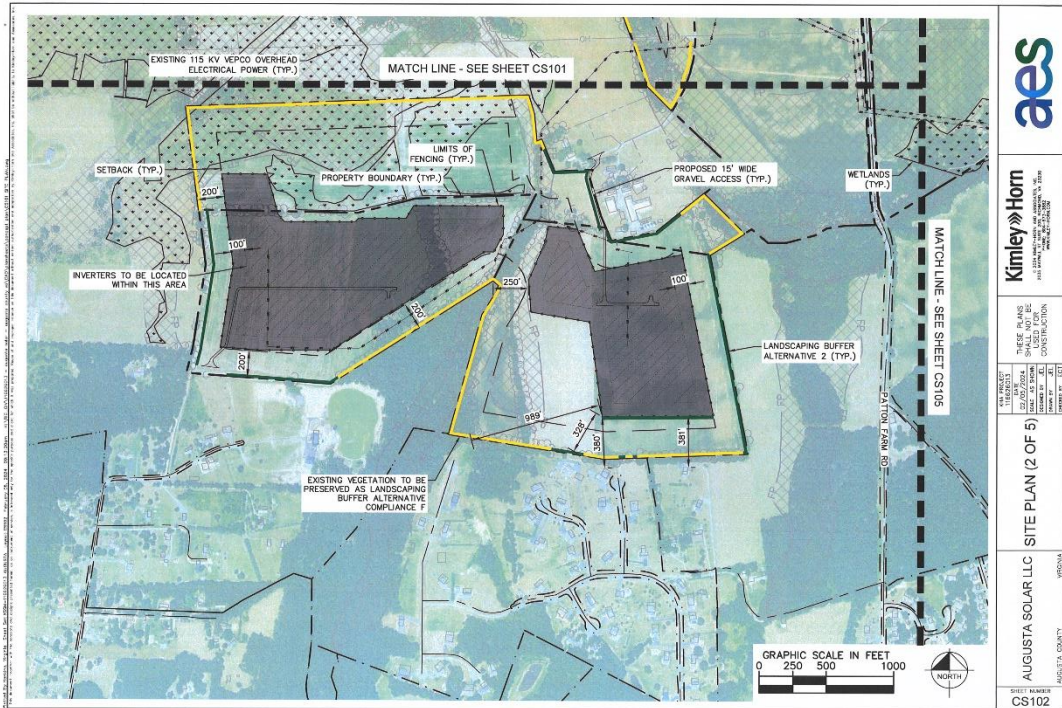
Staff Analysis for Site Plan 1:

The applicant has provided a 100-foot (100') setback from the Norfolk Southern railroad right of way. The panels would be on the southside of the railroad parallel to Wayne Ave. The solar array along Patton Farm Road has the required 200-foot (200') setback. The applicant has provided Alternative 2 buffering along the western property line and along Patton Farm Road. Buffering is required along all property lines. The applicant has asked for alternative compliance under item F of the ordinance shown in yellow. The Board of Supervisors will make the determination if the existing vegetation is sufficient to act as the buffer along these property lines.

Out of the five areas, staff have the most concerns with Site Plan 1. From a site visit, staff feel that the solar panels on the parcel closest to Patton Farm Road would be the most visible, especially along a busy road. Staff have taken the fact that this land is not developable due to access across the railroad into consideration, however, two (2) projects have already been approved to the west of these parcels. To construct more panels along Wayne Avenue would break up the land and therefore constitute as clustering. Staff feel that the panels could alter the rural viewshed of the community in a negative way. Staff would recommend removing Site Plan 1 from the project.

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- **Site Plan 2- Includes TMP 084 87 (East Robert E Irrevocable Trust), 084 108B (Martin Gary E or Dale L), 084 108E (Martin Dale L 1/2 & Gary E 1/2)**
Site Plan with Proposed Setbacks:



aes

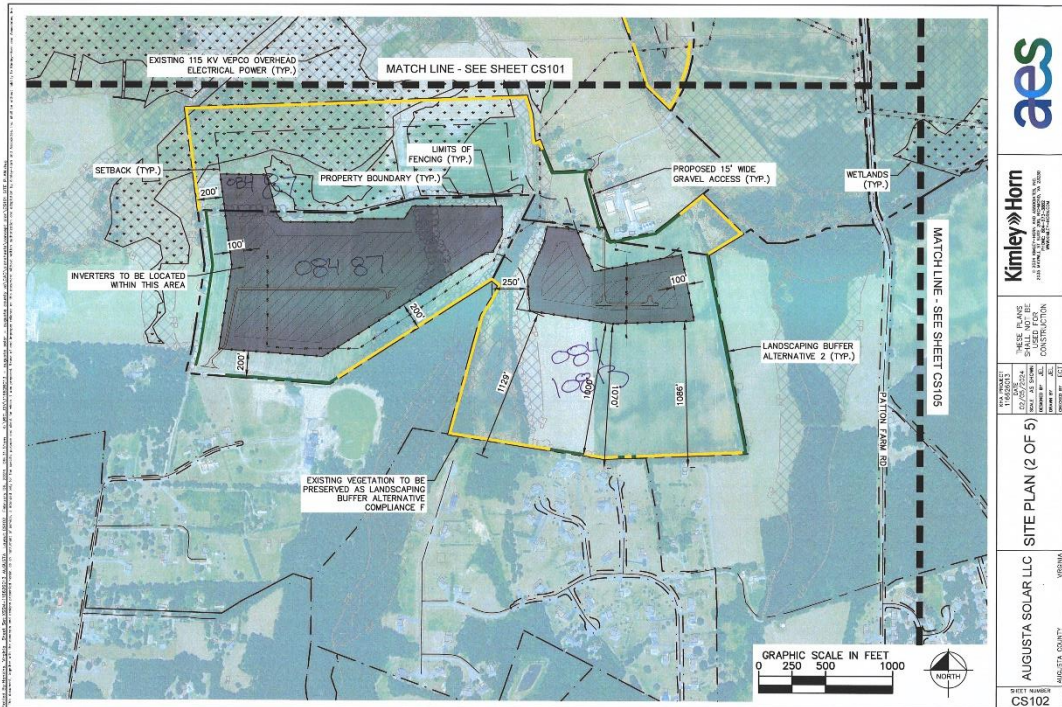
Kimley-Horn
 CONSULTING ENGINEERS, ARCHITECTS, PLANNERS
 1000 N. W. 10th St., Suite 200
 Gainesville, FL 32609
 Phone: 352.336.2200
 Fax: 352.336.2201
 www.kimley-horn.com

THESE PLANS SHALL BE USED FOR CONSTRUCTION PURPOSES ONLY.
 THE PROJECT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF KIMLEY-HORN.

AUGUSTA SOLAR LLC SITE PLAN (2 OF 5)
 AUGUSTA COUNTY, VIRGINIA

DATE: 10/20/2016
 SHEET NUMBER: CS102

Site Plan with Required Setbacks:



aes

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AUGUSTA SOLAR LLC SITE PLAN (2 OF 5)
 AUGUSTA COUNTY, VIRGINIA

DATE: 10/20/2016
 SHEET NUMBER: CS102

Staff Analysis:

The applicant has provided two sets of site plans. The first shows the setbacks as required under Section 25-70.8.5 Setbacks, and the second shows the lesser setback that the applicant is asking for the Board of Supervisors to reduce. The setbacks for the fenced in area on TMP 084 87 are 200 feet (200') from all property lines, and 100 feet (100') from the western property line. On TMP 084 108B, setbacks meet or exceed the 1,000-foot (1000') setback requirement where the panels are adjacent to residentially zoned properties. In this case, the fenced in area abuts the back of the Hamptons subdivision.

The applicant has proposed Alternative 2 for buffering, shown in green, and has asked for alternative compliance under item F, existing vegetation, shown in yellow. The fenced in area is sited on a farm which is fairly well hidden from view and along the back property line against the Hamptons. Staff recommend the 1,000-foot (1,000') setback from the residentially zoned neighborhood along with alternative 2 buffering along all property lines.

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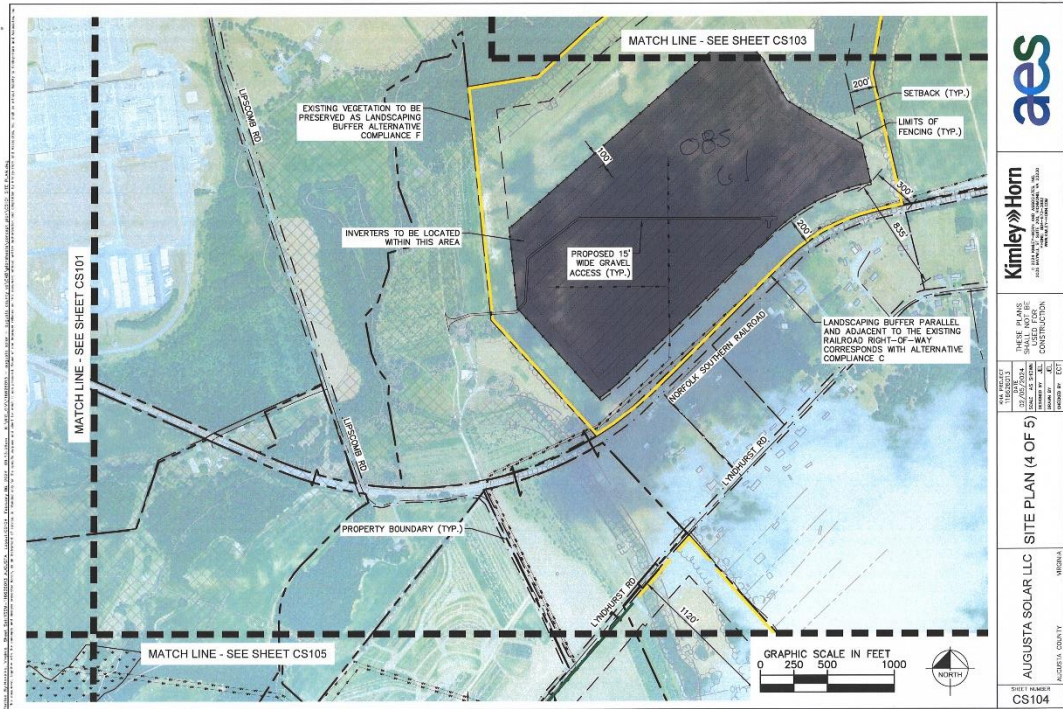
Staff Analysis:

The applicant has provided a 200-foot (200') setback along the project property line and Shalom Road. The applicant has asked for alternative compliance along the southern property line as well as a decrease from the 200-foot (200') requirement to 100 feet (100'). After viewing the site, staff recommend what the applicant has proposed for alternative compliance along the property line adjacent to the South River is sufficient. The area near the South River has an existing dense vegetative buffer and would be satisfactory in masking the fenced in area. Staff recommend the applicant use Alternative 2 buffering along the proposed yellow strip near the farm house that would be visible from Shalom Road. Implementing a 1,000-foot (1,000') setback along the property line that borders Shalom Road could mitigate visual impacts for the residents across the roadway.

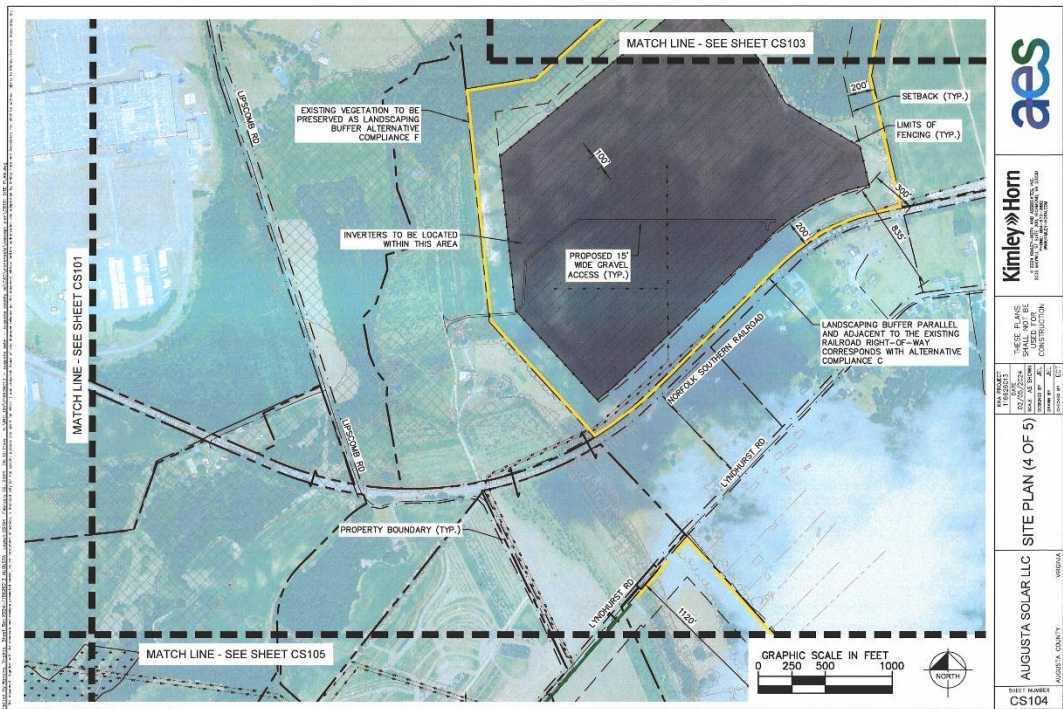
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- **Site Plan 4- Includes TMP 085 61 (Boxley Alphonso P III Trustee & Dale S Bo)**

Site Plan with Proposed Setbacks:



Site Plan with Required Setbacks:



Staff Analysis:

This fenced in area is well hidden with dense forest along the northern property line, as well as the south river, and the Norfolk Southern railroad to the southwest of the energy system. The applicant has proposed a fence and has asked for alternative compliance to use the existing vegetation as the buffer. The applicant has also proposed a 200-foot (200') setback from all property lines. Staff think that this site is well hidden and alternative compliance would be sufficient to buffer the energy system.

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Staff Analysis:

TMP 085 34, owned by Waynesboro Nurseries, Inc., is located across from the Seasons Ridge subdivision, which is zoned Single Family Residential. The applicant has provided a site plan showing how a 300-foot (300') setback would look and another showing the required 1,000-foot (1,000') setback from residentially zoned districts. Staff recommend upholding the 1,000-foot (1,000') setback along the property line closest to the Seasons Ridge subdivision. All other setbacks shall be a minimum of 200 feet (200').

The applicant has proposed a double row of Alternative 2 buffering and has asked for alternative compliance under item F. Staff would recommend a double buffer between Seasons Ridge and the array on TMP 085 34, and alternative compliance along TMP 085 58 as there is existing dense forested land. For TMP 085 35, the fenced in area would be well hidden by native vegetation surrounding the proposed site, and would be well hidden from view along Lyndhurst Road due to its adjacency to an existing junkyard.

Policy 6: Balanced land uses. Desire to balance the utility scale solar land use with other important and valuable land uses for our citizens. The size/extent of projects should be considered in proximity to other developed land uses so as not to have undue adverse impacts on the existence of nearby developed residential, commercial or mixed use communities. The County strongly discourages projects that have a photovoltaic panel coverage of more than 200 acres, and projects should not site on non-contiguous parcels or in close proximity to existing solar facilities. Consideration of existing Augusta County Service Authority infrastructure should be made.

STAFF ANALYSIS:

“Desire to balance the utility scale solar land use with other important and valuable land uses for our citizens.”

With a proposed facility of this scale, an evaluation of a balance of land uses must be considered from a countywide perspective as well as a community-centered perspective. This land is currently zoned General Agriculture (GA). Taking approximately 470 acres of agricultural land out of the land use program does need to be carefully considered, as the County is ranked second statewide for agricultural production. Because of this, agricultural uses are critically “important and valuable” land uses for citizens of Augusta County and beyond. Refer to Policy 3 for additional information regarding this project’s potential impact on the agricultural economy.

If the landowners of these parcels have decided to take this land out of agricultural use, the parcels’ Planning Policy Areas and Future Land Use Map designations become relevant as guides for future development. These parcels are located in Urban Service and Community Development Areas, which are slated by the Comprehensive Plan as primary growth areas of the County where residential,

commercial and industrial growth is encouraged. In the Future Land Use Map, these parcels are planned for industrial and a variety of residential development. By taking up 470 acres of potentially-developable land in Stuarts Draft, one of the main growth areas in the County, this project would prevent residential and industrial development on those parcels for a minimum of 30 years. These are important and valuable land uses for Augusta County, especially as the County continues to grow and develop. **(NOTE: The MV feeder lines are not included in the acreage for developable land because these parcels can still be developed.)**

“The size/extent of projects should be considered in proximity to other developed land uses so as not to have undue adverse impacts on the existence of nearby developed residential, commercial or mixed-use communities.”

The application states that solar energy facilities can buffer between residential and industrial uses (page 11). However, this policy in the Comprehensive Plan notes the potential undue adverse impacts which solar development can have on nearby residential communities. These impacts include adverse visual impacts, as well as impacts from the facility’s construction and operation such as lights, noise, dust, and glare as cited by the Zoning Administrator. The applicant has provided the following mitigating strategies to combat impacts to neighboring land uses, especially during the construction phase:

During construction, all lighting will be pointed inward toward the Project and downward. With limited exceptions, construction activities will be limited to the hours of 7:00 am to 8:00 pm, Monday through Saturday to minimize the impact on adjacent residentially zoned properties. With regard to dust, solar facilities do not produce air emissions with the exception of temporary emissions during the construction phase. The proposed project will mitigate for dust through best management practices throughout construction. Additionally, the County’s Ordinance requires that sound from the project not exceed 60 decibels (dBA), as measured at any adjacent non-participating landowner’s property line. The only significant sound produced by a solar project comes from the inverters, which are positioned well within the project area, at a minimum 300 feet from any property line. Given the Project setbacks and vegetative buffer providing additional sound insulation, this should provide more than adequate noise mitigation. The operational project will have minimal lighting for security purposes and in accordance with Uniform Statewide Building Codes. The Project uses no fossil fuel and produces no emissions of greenhouse gases and, therefore, will not negatively impact air quality and conversely, will reduce air pollutant emissions over time throughout the region. The Project panels will be coated in an anti-reflective coating and are designed to absorb as much sunlight as possible- a key feature of the solar technology. Glare is not an issue noted in other constructed projects adjacent to residential, commercial or industrial uses, including airports, which are sensitive to glare and light related issues. (Applicant’s responses 1-12-24, p. 8)

While the applicant has provided a robust strategic plan to mitigate impacts to

neighboring parcels, staff still have concerns for siting of this large-scale solar facility in close proximity to residential development.

When considering the size and extent for this project, it is important to note that this project is proposing to site in the heart of the Stuarts Draft community and part of Lyndhurst in the South River District. Stuarts Draft has successfully created harmony between industrial uses and the agricultural community. While solar is sited on general agriculture land, it is not considered an agriculture use under the land use program, as defined by the Code of Virginia §58.1-3237. Large energy systems could be considered an industrial use, but are not permitted in industrial zoned land in the County as stated in the Augusta County code. This project could not only alter the physical character of the land, but could also potentially change the community character that Stuarts Draft has set forth through the Stuarts Draft Small Area Plan.

“The County strongly discourages projects that have a photovoltaic panel coverage of more than 200 acres, and projects should not site on non-contiguous parcels or in close proximity to existing solar facilities.”

The proposed Project is approximately 470 acres fenced in and 114 acres under panel. The size of the project has been reduced immensely from the first project application, and the applicant has taken sites actively marketed in the Urban Service Area for Industrial into consideration by removing them from the project. The fenced in area per parcel ranges from 2.0 acres to 74 acres depending on the project area. Acreage under panel ranges from 0 to approximately 20.83 acres, averaging 12.6 acres under panel in each area. The size and extent of this project is under 200 acres under panel, which meets this aspect of Policy 6.

The Project consists of contiguous and noncontiguous parcels, with the mv feeder lines acting as the connection to each project area. While the mv feeder lines act as a connector between each project area, due to the fragmentation of the parcels with panels, staff have concerns that the project as whole is causing a clustering effect and separating parcels from like land uses. The project areas are located between 0.3 and 3.5 miles from Wayne Ave Solar I, LLC and Wayne Ave Solar II, LLC, two (2) approved small energy system. Therefore, this project is in direct conflict with this aspect of this Policy 6.

“Consideration of existing Augusta Water infrastructure should be made.”

The Comprehensive Plan Future Land Use Map designates these parcels for residential and industrial development. This project is also located entirely in Urban Service and Community Development Areas, where Augusta Water and Augusta County have made substantial investments in existing infrastructure to support future anticipated development as planned for in the Future Land Use Map. If the landowners desire to take these parcels out of the current agricultural use,

developing them in a manner which will not utilize this infrastructure and therefore not create returns on investment would result in a loss for Augusta Water and its ratepayers, and Augusta County and our tax-paying citizens. Five of the 13 parcels proposed to have panels within the fenced area are located in the Urban Service Area. Below is a breakdown of size, orientation to other Future Land Use designations, clustering impacts, and an analysis for public water and sewer as given by Augusta Water (See All of Augusta Water's Comments on pages 7-15 of this report for a full analysis).

Site Plan 1 - Includes TMP 084 106 (Martin Gary E 50% & Dale I 50%), 084 107 (Martin Gary E 1/2martin Esther I 1/2*), 084 108A (Martin Gary E 25% etal)

Size

084 106: 14 acres fenced in with 3.0 acres under panel.

084 107: 26 acres fenced in with 7 acres under panel.

084 108A: 34 acres fenced in with 8.03 acres under panel.

Total fenced in area of site plan 1 is 74 acres fenced in with 18.03 acres under panel.

Surrounding Land Uses

Site Plan 1 is surrounded by current industrial uses as well as parcels planned for Industrial. TMP 084 106, 084 107, and 084 108A are all planned for industrial use.

Clustering Impacts

Out of the five project areas being analyzed, staff have the most concerns with Site Plan 1 and clustering along Wayne Ave. Two (2) small energy systems were approved less than 0.5 miles away from the two proposed fenced in areas along Wayne Ave. This would cause fragmentation along Wayne Ave.

Public Water and Sewer

084 106: There is an existing 21" public sewer main located on this property. The closest larger diameter water main (12") to the property is located approximately 4,500 feet east.

084 107: There is existing 12", 15", and 21" public sewer mains located on this property. The closest, larger diameter water main (12") to the property is located approximately 1,500 feet east.

084 108A: There is an existing 12" public sewer main located on this property. The closest water main (12") is located along the frontage of the property on Patton Farm Road.

Planning Policy Area

All three parcels are located in the Urban Service Area.

- **Site Plan 2- Includes TMP 084 87 (East Robert E Jrrevocable Trust), 084 108B (Martin Gary E or Dale L), 084 108E (Martin Dale L 1/2 & Gary E 1/2)**

Size

084 87: 36 acres fenced in with 8.01 acres under panel.

084 108B: 29 acres fenced in with 7.0 acres under panel.

084 108E: 2 acres fenced in with 0 acres under panel.

Total fenced in area of Site Plan 2 is 67 acres fenced in and 15.01 acres under panel.

Surrounding Land Uses

Current single family residential to the south of TMP 108B. All three parcels are planned for low density residential and surrounding parcels are also planned for low density residential as well as medium density residential to the east of TMP 084 108B.

Clustering Impacts

The two solar arrays are sited on contiguous parcels of this site plan, but are sited on non-contiguous parcels from the rest of the project areas sited to the north and to the east.

Public Water and Sewer

084 108B: There are no public water/sewer lines on this property. The closest water main (12") to the property is located approximately 1,200 feet east.

084 108E: There are no public water/sewer lines on this property. The closest water main (12") to the property is located approximately 2,500 feet east.

084 87: There are no public water/sewer lines on this property. The closest water mains are located at the end of Rankin Lane (6") approximately 600 feet south of the property and Kennedy Ridge Court (8") approximately 1,400 feet south of the property.

Planning Policy Area

All three parcels are located in a Community Development Area.

- **Site Plan 3- Includes TMP 076 44A (Waynesboro Nurseries Inc.)**

Size

74 acres fenced in with 16.99 acres under panel.

Surrounding Land Uses

The parcel is planned for Planned Residential and is surrounded by Urban Open Space, Low density and Medium density residential future land use designations. The parcel is surrounded by General Agricultural zoned land.

Clustering Impacts

This parcel is located on the out edges of the project and is 3.1 miles away from the approved small energy systems on Wayne Ave. This parcel is sited on non-contiguous parcels from the other project areas.

Public Water and Sewer

076 44A: There are no public water/sewer lines on this property. Augusta Water's long-term system master planning for this area shows a potential (unbudgeted) future water main extending along Shalom Rd. across the frontage of TMP 76-44A. Augusta Water also owns a well approximately 150 feet away at the closest point.

Planning Policy Area

This parcel is located in an Urban Service Area.

- **Site Plan 4- TMP 085 61 (Boxley Alphonso P III Trustee & Dale S Bo)**

Size

70 acres within the fenced in are with 17.32 acres under panel.

Surrounding Land Uses

The surrounding parcels are currently General Agriculture and Rural Residential. The parcels are planned for Low Density Residential.

Clustering Impacts

The fenced in project area would be between 2.1 and 2.6 miles from the approved small energy systems on Wayne Ave.

Public Water and Sewer

There are no public water/sewer lines on this property. The closest water mains are located at the end of Benz Lane (8") approximately 4,200 feet east of the property and Lyndhurst Road (8") approximately 1,000 feet south of the property across the railroad track.

Planning Policy Area

This parcel is located in a Community Development Area.

- **Site Plan 5- Includes TMP 085 24; 085 25; 085 34; 085 35; 085 58; 085 58A Waynesboro Nurseries Inc.**

Size

085 24: 4 acres fenced in with 1.26 acres under panel.
085 25: 19 acres fenced in with 5.43 acres under panel.
085 34: 52 acres fenced in with 12.59 acres under panel.
085 35: 37 acres fenced in with 6.98 acres under panel.
085 58: 69 acres fenced in and 20.83 acres under panel.
085 58A: 2 acres in fenced in and 0.27 acres under panel.

Surrounding Land Uses

The parcels surrounding the parcels in Site Plan 5 include Single-Family Residential and General Agriculture. The parcels are planned for low and medium density residential.

Clustering Impacts

This site plan sites on contiguous parcels.

Public Water and Sewer:

085 24: There are no public water/sewer lines on this property. The closest public water mains are located approximately 3,000 feet north at the Seasons Ridge Subdivision.

085 25: There are no public water/sewer lines on this property. The closest public water mains are located approximately 2,000 feet north at the Seasons Ridge Subdivision.

085 34: There are no public water/sewer lines on this property. There is an existing public water main located along the frontage of the property. There are public sewer mains located in the Seasons Ridge Subdivision across from the property.

085 35: There are no public water/sewer lines on this property. There is an existing public water main located along the frontage of the property.

085 58: There are no public water/sewer lines on this property. There are existing public water mains located just east (8" main) and west (12" main) of the frontage on Lyndhurst Road. Augusta Water's long-term system master planning for this area shows a potential (unbudgeted) future water main extending along Lyndhurst Rd. across the frontage of TM Nos. 85-8, 85-58, and 85-35. The master planning also shows a potential main along the east side of TM 85-35 that would connect Lyndhurst Rd. with Mt. Torrey Rd. and continue along Lipscomb Rd. to Hall School Rd. The main along Lyndhurst Rd. is a likely need that would also eliminate dead ends. The need for the other mains would be dependent on the rate and location of growth/system demands.

085 58A: There are no public water/sewer lines on this property. The closest public water mains are located approximately 2,600 feet north and west of the property at the Seasons Ridge Subdivision.

Planning Policy Area: TMPs 085 24, 085 25, 085 35, 085 58, and 085 58A are located in a Community Development Area, while 085 34 is located in an Urban Service Area.

The size and extent of each project area, totaling approximately 114 acres under panel, is relatively small compared to the approximately 470 fenced acres that would be taken out of land use. While the size of each fenced area is small, the placement of each fragments the project as if they were five different solar projects. The majority of the project areas are surrounded by General Agriculture zoned properties that are planned for low density, medium density or planned residential. Site Plan 1 is the only area surrounded by Industrial uses and planned for Industrial. The project as a whole is fragmented, but the individual site plan areas are located on contiguous parcels. Besides the parcels located in Urban Service Areas, the other parcels do not have public water or sewer access; although that does not impact whether or not there a plan to extend water and sewer to those parcels in the future. Please see Policy 7 for more analysis of the project parcels in Planning Policy Areas.

Policy 7: Compact, interconnected development. Projects are strongly discouraged from siting partially or fully within Urban Service or Community Development areas in order to recognize the County’s vision for compact, interconnected, and pedestrian-oriented residential and commercial development in these areas.

STAFF ANALYSIS:

The project areas are located in Urban Service and Community Development Areas of the Comprehensive Plan. On page 8 of the application, the applicant states that the Comprehensive Plan encourages locating “new growth” in the Urban Service Areas. However, the Comprehensive Plan specifically encourages the siting of new residential, commercial, and industrial growth in the Urban Service Area and does not specifically encourage solar energy facility development. Contrarily, **the Comprehensive Plan “strongly discourages” solar facilities from siting within the Urban Service or Community Development Areas** as stated in this policy. Of the approximately 470 acres fenced in, approximately 200 fenced acres are located within an Urban Service Area. That does not include the MV feeder line easements. Therefore, this project is in direct conflict with this policy. Refer to Policy 9 for an analysis of this project’s impact on compact, interconnected and pedestrian-oriented development. Below is the breakdown of the size of each area either in an Urban Service Area or a Community Development Area.

[The applicant has stated that they would be supportive of a greenway developed outside of their project fence line. The applicant has added additional notes to their concept plans identifying areas where landscaping for the required buffer would](#)

need to be setback to accommodate the greenway. The applicant would also be willing to facilitate further discussions between the County and property owners regarding the greenway.

- **Site Plan 1 - Includes TMP 084 106 (Martin Gary e 50% & Dale I 50%), 084 107 (Martin Gary E 1/2 Martin Esther I 1/2*), 084 108A (Martin Gary E 25% etal)**
74 fenced acres are located in the Urban Service Area.
- **Site Plan 2 - Includes TMP 084 87 (East Robert E Jrrevocable Trust), 084 108B (Martin Gary E or Dale L), 084 108E (Martin Dale L 1/2 & Gary E 1/2)**
67 fenced acres are located in the Community Development Area
- **Site Plan 3- Includes TMP 076 44A (Waynesboro Nurseries Inc.)**
74 fenced acres are located in the Urban Service Area.
- **Site Plan 4- TMP 085 61 (Boxley Alphonso P III Trustee & Dale S Bo)**
70 fenced acres are located in the Community Development Area.
- **Site Plan 5- Includes TMP 085 24; 085 25; 085 34; 085 35; 085 58; 085 58A Waynesboro Nurseries Inc.**
52 fenced acres are located in the Urban Service Area and 131 fenced acres are located in the Community Development Area.

Policy 8: Open space. Support projects that seek to actively create opportunities and partnerships that provide for natural open spaces and outdoor recreational activities such as pedestrian corridors, wildlife watching areas, and fishing areas, especially in publicly accessible land and rights-of-way.

STAFF ANALYSIS:

The applicant expressed openness to discussing the possibility of incorporating multi-use (or shared use) trails. ~~Staff note that further discussion has not been made with the applicant.~~ Please see Policy 7 for more information on the partnership with the County to help create opportunities for a greenway.

Policy 9: Interconnectivity. For projects that are adjacent to public spaces or other planned developments, encourage projects that provide for trails and linkages to adjacent land planned for or already developed.

STAFF ANALYSIS:

The Project does not directly provide access or linkages to adjacent land. The applicant is willing and interested in discussing development of an interconnecting greenway by utilizing the MV easement parcels and land outside of the fenced project area. [Please see Policy 7 for more detail.](#)

Policy 10: Resource considerations. Projects should be designed, sited, and constructed in a way that protects and preserves the County's natural, scenic, and cultural resources including:

STAFF ANALYSIS:**Streams, rivers, wetlands**

The South River flows throughout the Stuarts Draft area, cutting through parcels considered in this project as well as following boundary lines. This causes some of the parcels to be in the floodplain as well as parts of the parcels in the Water Quality Improvements Category from ConserveVirginia v3.0 on the Virginia DCR's Virginia Natural Heritage Data Explorer.

Fertile soils

Fertile Soils are present in majority of the areas, but not all areas of the project. Please see Policy 4.

Habitats

There seems to be a non-negligible overlap with the ConserveVirginia Map, incl. the Natural Habitat & Ecosystem Diversity Category over a few of the parcels included in the project: 085 24, 085 25, 084 108, 084 108E, and 084 87.

Native vegetation

See above.

Forests

The VA NHDE reflects a couple of small portions as moderate to high values throughout the project layer for priority for forest conservation.

Historic and archaeological resources

The Historic Stuarts Draft main street downtown is less than a mile from this project. VA NHDE also shows an area on TMP 084 108B and 084 108 E that could be of cultural and historic significance to the area. Further research would need to be conducted by the applicant. Staff recommend reaching out to the Augusta County Historical Society to inquire if known historic resources are to be known on the parcels.

Policy 11: Natural resource benefits. The County sees value in projects that create additional natural resource benefits through the use of native vegetation, the creation of wildlife corridors, and the use of pollinator species in buffer areas and underneath panels.

STAFF ANALYSIS:

The applicant states that they will use low-growing native plantings underneath panels to the extent practicable based on-site conditions.

Policy 12: Clustering and Colocation. Support projects that site on contiguous parcels. Strong consideration should also be given to siting projects a reasonable distance away from existing solar facilities so as not to significantly alter existing community character or create undue impact on nearby neighborhood development. Solar facilities that are sited on the same parcel or contiguous parcels, but are constructed in distinct phases, should be considered to be separate facilities for purposes of fully and accurately evaluating the potential impact on the surrounding community.

STAFF ANALYSIS:

“Support projects that site on contiguous parcels.”

This policy encourages projects to site on contiguous parcels. While this project is sited on several contiguous parcels within each Site Plan, siting of parcels as well as design make this project fragmented due to the entirety of the project not siting on contiguous parcels. [The applicant states that the “fragmentation” of the Project is a positive design attribute that contributes to the Project’s ability to maintain existing trees, provide buffer area, and allow farming to continue on the landowner’s properties. The applicant also states that having a few small areas along Wayne Avenue promotes compatibility.](#)⁴

The applicant states that the design, which incorporates open space around the fenced in areas, is not a negative. The applicant further states that the project design protects rural viewsheds and rural character rather than detracting from them. The applicant also states that the entire project is contiguous as each solar array is connected by the MV feeder lines on easement parcels.

“Strong consideration should also be given to siting projects a reasonable distance away from existing solar facilities so as not to significantly alter existing community character or create undue impact on nearby neighborhood development.”

This project is proposing to locate between 0.3 miles and 3.5 miles, depending on the parcel, from the approved Wayne Ave Solar I and Wayne Ave Solar II small energy solar systems. For this reason, staff feels that certain Site Plans in this project are not “a reasonable distance away” from existing solar facilities. If

⁴ [AES Response to Final Report 4-10-24](#)

approved, this project could set a precedent for the clustering of solar facilities and have an associated negative impact on the community character of Stuarts Draft.

The applicant has commented on this issue by stating, “No negative land use impact results from the fact that portions of a utility scale project are located within 0.3 and 0.5 miles of an approved small project.”

“Solar facilities that are sited on the same parcel or contiguous parcels, but are constructed in distinct phases, should be considered to be separate facilities for purposes of fully and accurately evaluating the potential impact on the surrounding community.”

This line is not applicable to this project, as this request is for one solar facility to be constructed in one phase.

For the above cited reasons, staff find that this project is in conflict with this policy.

STUARTS DRAFT SMALL AREA PLAN CONSIDERATIONS:

While not explicitly related to guiding future solar development in the County, the Stuarts Draft Small Area Plan (SAP) is an extension of the Comprehensive Plan and therefore must also be taken into consideration during review of this project. The Stuarts Draft SAP specifically details future investment and growth in the Stuarts Draft area.

As described in the vision statement, the Stuarts Draft community is born of agriculture. Agriculture is still a predominant land use within the community. This SAP, a continuation of the Augusta County Comprehensive Plan, also recognizes the Stuarts Draft community as an area designated for business, industrial, and residential growth. However, there are areas within the SAP that are designated as Agricultural Conservation and Rural Conservation Planning Policy Areas. While screening is proposed, staff find that the topography of some areas the project’s siting and design present significant challenges to maintain and protect rural viewsheds, and to sufficiently mitigate adverse visual impacts to surrounding residential uses, adjacent public rights-of-way, and rural viewsheds from the project. Specific siting and design issues are associated with the fragmentation of the project as well as the close proximity to several more heavily traveled roads.

The Stuarts Draft SAP cites a wealth of unique natural resources that the plan aims to protect and in the context of future development. Furthermore, as the vision statement intends, natural resources provide a benefit to those living in the community and visitors alike. The community and such resources should be linked to the various types of future development through multi-use paths and sidewalk infrastructure.

In addition, perhaps the most important and wide-reaching natural resource within the Stuarts Draft small area is the South River which runs east to west through the community. Development projects along the South River should complement the river,

using it as an asset in low impact design. A greenway along the South River, for example, would aid in the establishment of desired buffer areas.

A copy of the Small Area Plan can be found on the Planning page of the Community Development section on the County Website. A link is also provided: [Stuarts Draft Small Area Plan](#).

ISSUES THAT HAVE BEEN ADDRESSED:

Adherence to Policy 1, Economy

The applicant has provided an estimate on the number of workers during the construction phase as well as full time positions the project will provide during the operational phase, how many will be from the local workforce. The applicant has explained why the IMPLAN method was used to evaluate economic impact and that Augusta County was used as the regional study area.

Adherence to Policy 2 and 5, Rural Viewsheds and Visual Impacts

The applicant has provided two sets of site plans showing setbacks required by the ordinance, along with the setbacks the applicant is asking the Board of Supervisors to reduce to. The applicant has provided Alternative 2 for buffering and have shown on the site plans where they are asking for alternative compliance as well as explaining the justification as outlined in the list of criteria in Section 25-70.8 F.

Adherence to Policy 3: Agricultural landscape and economy

The applicant has explained that the landowners have interest in continuing to farm outside the fenced in area. The applicant has provided a breakdown of what part of the site will be the fenced, as well as the area under panels. The applicant has also provided the average acreage for vegetative buffers as well as existing vegetation that will be preserved.

Adherence to Policy 4: Prime Farmland and Agricultural and Forestal Districts

This request is located in an Urban Service Area and Community Development Area of the Comprehensive Plan and not a Rural or Agricultural Conservation Area. In addition, the proposed project parcels are not located within an existing Agricultural and Forestal District. Therefore, staff has determined this policy to be not applicable to this application or this analysis.
~~The applicant has addressed how the soils will be preserved and has provided an approximation for the number of acres of trees that will be cleared.~~

Adherence to Policy 7: Compact, interconnected development

The Stuarts Draft Small Area Transportation Plan designates an area for a future shared greenway as a plan of action to implement the area's vision for interconnectivity. The greenway is proposed to encompass parcels along the railroad, including 084 106, 084 107, 084 108A, and 084 108J. The applicant has indicated support for a greenway outside of the project fence line, and would be willing to help facilitate conversations between the County and the landowners.

Adherence to Policy 11, Natural resource benefits

The applicant has specified that they will be using native plantings underneath the panels where site conditions permit.

Additional items

The applicant has provided approximate acreage for total parcel area, fenced project area, and acreage under panel that reflects the definition for a large energy system as defined in the Augusta County Code, **§25-70.1 Definitions**. This includes the approximate acreage for the landscape buffer, preserved vegetation, and access roads.

The Applicant has provided an accurate list of parcels included in the project.

[Additional items- The applicant has provided updated information in Table 2: Description of Project Table, located on pages 2 and 3 of the staff report, with the approximate acreage for landscaping and preserved vegetation.](#)

Adherence to Augusta County Zoning Ordinance- Completeness and Compliance

[Site Plan Requirements- The applicant has demonstrated the proposed location of both overhead and underground lines.](#)

Project Description

The applicant has provided the expected footprint of solar equipment to be constructed the acreage of solar panel coverage (approximately ~~144.29~~131 acres) and total parcel acreage (approximately ~~1,764.12~~693.10 acres). The applicant has described the plan for interconnection of the noncontiguous portions of the Project by way of the medium voltage lines. The medium voltage feeder lines will connect each solar pod to the interconnection point of the project's substation.

Article LXVII "Site Plan Review" of the Augusta County Code- The applicant has provided two sets of site plans showing the required setbacks as well as the setbacks the applicant would like the Board of Supervisors to reduce to.

While the Site Plan submitted with the application is a concept plan and reflects 5% of the completed project, the applicant has provided the location of all proposed equipment. This includes: the location of planned inverters or the dimension and location of proposed structures and equipment associated with the substation and point of interconnection; the location of electrical cabling from the solar arrays to the substation or the location of inverters and associated structures.

[Adherence to Augusta Water's Conditions](#)

[For each parcel in this project, Augusta Water has outlined conditions that would need to be retained in order to pursue the project. Augusta Water has also requested that panels and landscaping not be placed within 40 feet of either the railroad right of way or](#)

the public road right of way. The applicant has confirmed that the fence line and panel area are at least 40 feet from all roadway and railroad rights-of-way. The applicant anticipates the fence line to be approximately 60 feet from all road and railroad rights-of-way. The applicant has added notes to the concept plan identifying areas where landscaping may need to be set further back in order to accommodate the recommendations of Augusta Water.⁵

ISSUES THAT NEED TO BE ADDRESSED:

Staff encourages the applicant to address these prior or during the public hearing.

~~Adherence to Policy 4, Prime Farmland and Agricultural and Forestal Districts~~

~~According to land use calculations for soils for Augusta County, eighty-one percent (81%) are categorized within the proposed AOI designated as either Prime Farmland or farmland of statewide importance.~~

~~Adherence to Policy 7: Compact, interconnected development~~

~~The project is located within both an Urban Service and Community Development Area of the Comprehensive Plan, in which the County strongly discourages siting of solar energy systems. The Stuarts Draft Small Area Transportation Plan designates an area for a future shared greenway as a plan of action to implement the area's vision for interconnectivity. The greenway is proposed to encompass parcels along the railroad, including 084 106, 084 107, 084 108A, and 084 108J. While the proposed greenway is presently a concept, solar development could alter the location of the proposed greenway and prevent construction.~~

~~Adherence to Policy 12: Clustering and Colocation~~

~~The size and fragmentation of the project causes a clustering effect around the Stuarts Draft area, and is located between 0.3 and 3.5 miles from an approved small energy system located on Wayne Avenue.~~

~~Adherence to Augusta Water's Conditions~~

~~Augusta Water has outlined conditions for each project parcel that would need to be met in order to pursue this project. Augusta Water has also requested that the panels or landscaping not be placed within 40 feet of the road/railroad right of way. The applicant has not addressed this in their responses dated 1-12-24.~~

~~Adherence to Augusta County Zoning Ordinance-Completeness and Compliance~~

~~Site Plan Requirements~~

~~The applicant will need to demonstrate where any overhead and underground wires will be placed prior to the Board of Supervisors' review of the site plan(s).~~

⁵ [AES Response to Final Report 4-10-24](#)

~~**Additional items-** In Table 2: Description of Project Table, located on pages 2 and 3 of the staff report, many of the parcels have “0” under preserved acreage. When looking at the Aerial Views of the map, staff note that the applicant has asked for Alternative Compliance F with the justification that there is enough existing vegetation to utilize as the buffer for the project. Staff would recommend the applicant providing the acreage they are wanting to preserve under Alternative Compliance F in the areas shaded in light blue on the aerial view maps. In addition, Every parcel with photovoltaic panels is required to be buffered/landscaped (see Acreage for Landscaping column). Parcels [084 107](#), [085 24](#), and [085 61](#) are highlighted showing 0 acres for landscaping under the “Acreage for Landscaping” column in Table 2. While the applicant has provided acreage for preserved vegetation, any parcel that will have panels on them must be buffered using Alternative 1 or 2 buffering outlined in the County Code. Alternative compliance for the use of existing vegetation may be approved by the Board of Supervisors but the applicant must show compliance for buffering on all parcels planned to have panels.~~

COMMUNITY DEVELOPMENT STAFF RECOMMENDATION:

In review, Augusta Solar LLC has proposed a 90 MWac solar energy facility on approximately 470 fenced acres of land located in Stuarts Draft and Lyndhurst in the South River District.

A large solar energy system is a use permitted in the Augusta County Code via Special Use Permit to be granted by the Board of Supervisors in either General Agriculture or General Business districts. An evaluation of this project’s conformance with the twelve policies in the Comprehensive Plan and its overall location, character, and extent are both crucial in determining whether this project is in substantial accord with the vision for land use on these properties as identified by the Augusta County Comprehensive Plan. As required under Virginia State Code Section 15.2-2232, the **location, character, and extent** of the project were considered in the review process:

LOCATION

The Comprehensive Plan does not specifically reference renewable energy generation as a contemplated primary future land use, but rather encourages carefully sited utility scale solar as a means of achieving renewable energy goals. Each parcel in the proposed request is located within an Urban Service Area or a Community Development Area of the Comprehensive Plan. The expected growth pattern envisioned in the Urban Service Areas of the County is “compact, interconnected, and pedestrian-oriented while remaining sensitive to the context of the surrounding development as well as the surrounding natural features” (pg. 9). Furthermore, the Comprehensive Plan envisions development in the Urban Service Areas to be on public water and sewer, including residential, commercial and industrial development. Although residential uses require public services and the proposed request does not, Urban Service Areas have received investment so as to expect such demand, while other areas of the county have not and would likely be more appropriate for a large solar generating use.

Of the fourteen (14) parcels included in this project proposed to have photovoltaic panels, five (5) are located within Urban Service Areas and the remainder are located in Community Development Areas. Community Development Areas either have water or sewer and are planned to accommodate 10% of future residential growth in the County. While not all of the parcels in the request are designated for future residential development, the proposed facility would remove the possibility for residential development for at least the next 35 years. Staff is of the opinion that the proposed request does not reflect the type or density of development envisioned in the Urban Service Area. However, the location of several of the solar array pods could be compatible with the area with appropriate setbacks and adequate buffering, especially those located in the Community Development Area.

CHARACTER

The project lies within either an Urban Service or Community Development Area, which have received significant infrastructure investments due to being designated as prime growth areas. The Comprehensive Plan envisions residential, commercial, and industrial development to occur in growth areas. The project is sited on fertile soils and would be taking approximately 470 acres of agriculture land out of land use. However, many of the parcels are designated for more intense uses in the Future Land Use Map, and could potentially be developed during the lifespan of the project. The County also encourages carefully sited utility scale solar to achieve renewable energy goals. Staff are of the opinion that the applicant has done due diligence to try to avoid altering the character of the area with a large energy system. Staff find that some of the parcels would be suitable for a solar energy system as the parcels are well hidden and are currently not visible from view, and therefore would not affect the character of the area. Some of the parcels are not in substantial accord with the Comprehensive Plan as they would alter the character of the area. These parcels, in particular, are in the heart of the Urban Service Area and could prevent a walkable, interconnected pattern of development.

EXTENT

The Comprehensive Plan discourages facilities larger than 200 acres under photovoltaic panel. The proposed facility will be placed on approximately 470 fenced acres with approximately ~~131~~⁴⁴⁴ acres under panel. While the solar array is under 200 acres, the fragmentation of the parcels throughout the Stuarts Draft and Lyndhurst areas make the extent of this request not in substantial accord with the Comprehensive Plan. However, staff acknowledge that this fragmentation may have less of a visual impact than if the project consisted of 470 contiguous fenced acreage.

In staff's view, several parcels in the proposal are in substantial accord with the Comprehensive Plan, while some of the parcels are not in substantial accord with the Comprehensive Plan. ~~The project lies within either an Urban Service Area or Community Development Area, where the County has invested in existing infrastructure and have been designated for future growth.~~ The parcels that are not in substantial accord are in close proximity to two previously approved solar projects, causing

clustering within the Urban Service Area. ~~The Project is sited on fertile soils and would be taking approximately 470 acres of agriculture land out of land use. However, many of the parcels are designated for more intense uses in the Future Land Use Map.~~ It is staff's opinion that a solar energy facility of this size could alter the character Stuarts Draft has established as well negate the guiding vision of the Stuarts Draft Small Area Plan. However, this energy system has been carefully and thoughtfully designed to mitigate visual impacts of rural viewsheds. The County encourages carefully sited utility scale solar to achieve renewable energy goals, and staff thinks this has been carefully sited with respect to the community. If the Board of Supervisors are inclined to approve this project, then, staff recommend taking out the parcels cited in Site Plan 1 (TMPs 084 106, 084 107, and 084 108A) and Site Plan 3 (TMP 076 44A) of the project as they would have the greatest impact on the area's character of all the proposed sites.

If the Board of Supervisors desires to approve the project, staff would also recommend the following conditions:

Pre-Conditions:

1. A full site plan in accordance with Section 25-673 "Site Plan Contents" and Section 25-70.7 "Applications and Procedures" of the Augusta County Code shall be submitted prior to the issuance of any building permits.
2. The Applicant must obtain site plan approval within 36 months of the issuance of the Special Use Permit, building permits within 12 months of site plan approval, and shall substantially complete construction within 24 months of the issuance of final building permits. Notwithstanding the foregoing, the Board of Supervisors may approve an extension on any deadline herein for good cause, which approval shall not be unreasonably withheld.
3. The Solar energy system shall not obtain final site plan approval until evidence, including but not limited to a copy of the final interconnection agreement and copies of all interconnection studies, has been given to the County showing that the permittee has obtained an interconnection approval by a regional transmission organization or electric company.
4. The Solar energy system, including, but not limited to, all areas covered by photovoltaic panel, and all landscape or fencing buffer areas, and all setback areas, any and all support equipment, and any and all access roads, shall be removed from Land Use Assessment and therefore subject to a rollback tax paid to the County for the difference between land use tax and the fair market value for each of the five most recent complete tax years. The remainder of the property not included in the Solar energy system shall continue to meet current requirements for the County's Land Use Assessment program in order to remain included in the program, as

determined by the Commissioner of the Revenue upon approval of the Special Use Permit.

5. The Solar energy system, including but not limited to, fence line, access roads (unless otherwise required by VDOT and not to include access roads internal to the fence line boundary), buffering type and details, and setbacks (unless otherwise determined by the Board of Supervisors), shall be constructed and operated in substantial conformance with the approved Concept Site Plan prepared by _____, dated [_____] (the "Concept Site Plan").
6. The Applicant shall not add additional panel areas, change the entrance locations of access roads (unless required by VDOT, or unless such change applies to an access road internal to the fence line), or revise the height of buffer trees without approval by the County Administrator and/or his designee.
7. Setbacks, either as shown on the Concept Site Plan, or set by the Board during their review, shall be measured from the property line and/or VDOT Right of Way to the fence line of the Solar energy system.
8. All solar panels shall use anti-reflective coatings.
9. In consultation with the Site Plan Review, wetlands shall be inventoried and delineated, and all operations and infrastructure of the Solar energy system shall additionally maintain a 35 ft. riparian buffer from all streams. No construction of panels or access roads shall be permitted within 35 ft. of the delineated wetland or streams, except that construction for culverts. ***In Agriculture and Rural Conservation Areas, no construction of panels or access roads shall be permitted within 100 ft. of the delineated wetland.*** Access roads and wire crossings shall only be allowed pursuant to regulations or permits issued by the US Army Corps of Engineers and Virginia Department of Environmental Protection, as applicable.
10. Vegetation Management Plan. The Applicant shall submit a proposed vegetation management plan for ground cover within the fence lines of the Facility to the County Administrator and/or his designee for review and approval as part of the full site plan, which the vegetation management shall be implemented and bonded, and which shall also:
 - a. Describe in detail the design of the ground cover, including, proposed species, mix, application rates, timing, and method of planting, and within new landscape buffers adopt best management practices to increase pollinator activity during operation of the Facility.

- b. Be designed to achieve a minimum score of 80 points on the Virginia Department of Conservation and Recreation's Virginia Pollinator-Smart/Bird Habitat Scorecard" version 2.0a.
 - c. Include a general plan and schedule for managing growth of the vegetation including an overall plan that will be adopted for best management practices to increase pollinator activity over the operation life of the Facility.
 - d. Include an invasive species/weed management plan describing measures to survey existing conditions, and to prevent and control noxious weeds and invasive species.
 - e. Emphasize mowing and other mechanical means as primary method of managing vegetation growth.
 - f. If livestock or other grazing animals will be utilized for the maintenance of vegetation, submit a management plan or other documentation detailing management practices.
 - g. Identify any class of herbicide to be use and provide that use of any such herbicide will be in accordance with its approved label.
 - h. Include considerations for the planting of desired grasses and pollinators in buffer areas and a mowing schedule that will provide wildlife benefits and some aesthetic benefit, especially within buffer areas.
 - i. Provide for the review by the County Administrator and/or his designee of any proposed significant changes to the vegetation management plan during the operational life of the Facility.
11. The Applicant shall preserve and maintain existing forest/vegetation where it serves as a natural buffer of the Solar energy system from adjacent property and public right of ways, and is not in conflict with the solar panels, as indicated on the Concept Plan. Compliance shall be demonstrated on the final site plan with a Tree Preservation Plan, which shall show all trees that are to be preserved. ***Burning of woody debris is not permitted. (Delete if not applicable.)***
12. Landscaping Plan. The applicant shall submit a proposed landscaping plan for each perimeter of the Solar energy system (outside all fenced areas) to the County Administrator and/or his designee for review and approval as part of the full site plan, which shall be in general conformance with the landscaping plan submitted with the Concept Site Plan. The following conditions shall govern the installation of landscaping in accordance with the landscaping plan:

- a. All landscaping shown on the landscaping plan shall be installed at the heights specified on the Concept Site Plan and shall be in good condition prior to issuance of Special Use Permit.
- b. In the event that the Applicant requires a minor deviation from the approved landscaping plan or full site plan, such deviation shall be provided on a revised plan sheet for review and approval by the County Administrator and/or his designee. Minor deviations shall not include changes to the proposed install heights.
- c. In areas where there is an existing timber buffer remaining on the Solar energy system that provides at least the equivalent buffer benefits as the buffer proposes on the Concept Site Plan, then the existing timber buffer shall be retained as the perimeter landscaping. All existing timber buffer consists of a relatively thick block of trees or lacks significant understory, are subject to review and approval by the County Administrator and/or his designee. The use of existing timber and natural screening is preferable.
- d. In areas where sufficient existing timber does not remain, the landscaping requirements shall conform to the Concept Site Plan. The trees shall be planted during the appropriate time of year, subsequent to the completion of construction.
- e. A surety agreement for landscape maintenance in a form acceptable to the County Attorney shall be submitted and approved prior to the issuance of any building permits. The amount of the surety shall be determined by an independent landscape architect selected and reasonably compensated by the Applicant and approved by the County Administrator and/or his designee. The amount of the surety shall be equal to a reasonable estimate of the amount needed to maintain the landscaping required by the approved landscaping plan for two (2) years after initial installation. Once the landscaping has been successfully established, the surety amount will be reduced to that amount required for two (2) years of maintenance thereafter. The surety will be released by Augusta County when the landscaping buffer has met the requirements of Section 25-70.8 Location, Appearance, and Operation of a Project Site as determined by the County Administrator and/or his designee.
- f. The use of herbicides for perimeter landscaping shall be minimized to the greatest extent reasonably practicable.

13. A construction phasing plan shall be submitted for review with the full site plan, and shall propose a protocol developed in coordination with the County Administrator and/or his designee. The plan shall specify the phases of construction with designated units of land so that the total area of disturbed land, at any one time, is

appropriately limited given the nature of the construction activities, the site of the Solar energy system, topography and water resources of and in the Solar energy system area, and the erosion and sediment controls to be employed. The protocol will be designed to ensure that ground cover is expeditiously established, and appropriate site stabilization achieved throughout construction. The approved construction phasing plan shall be implemented during construction.

14. Decommissioning Plan. Concurrent with the submittal of the final site plan, the owner of the Solar energy system shall produce to the County a Decommissioning Plan as outlined in the Augusta County Code Section 25-70.10, as amend. Any structure or equipment associated with the Solar energy system that is not operated for a continuous period of 12 consecutive months shall be deemed abandoned and subject to decommissioning, per Augusta County Code Section 25-70.10, as amended. Within 365 days of the date of abandonment or discontinuation, the owner or operator shall complete the physical removal of the solar energy system and site restoration. This period may be extended at the request of the owner or operator, upon approval of the Board of Supervisors.
15. A letter of acceptance from a landfill shall be provided with the submittal of the Decommissioning Plan.
16. Decommissioning Estimate. Concurrent with the submittal of the final site plan, the owner of the Solar energy system shall produce to the County an estimate of the decommissioning costs as outlined in the Augusta County Code Section 25-70.11, as amended, and/or detailed below (the more stringent shall apply), by line item and the surety guaranteeing the payment of those costs and the decommissioning work. The estimate shall be signed and sealed by a third-party engineer licensed in Virginia. The decommissioning cost estimate shall include, at least, the following delineated by line item:
 - a. Total cost related to complying with all the decommissioning work required by this Special Use Permit.
 - b. Costs related to creating, maintaining, and re-stabilizing all construction entrances identified on the Property, with a separate line item for each such construction entrance, unless written waiver to the Board of Supervisors is requested by the landowner.
 - c. Cost for mobilization.
 - d. Costs for removal and disposal of all materials, line itemed by category of facility. For example, "cost to remove conduit," "cost to remove panel support structure," "cost to remove inverters," ect.

- e. Costs of landfill fees associated with the disposal of commercial and industrial waste.
- f. Costs to de-compact soils.
- g. Costs to stabilize land disturbed by the decommissioning work.
- h. Costs of trucking, hauling, and equipment use.
- i. Costs for groundwater monitoring as required by Section 25-70.9 of the Augusta County Code.
- j. Costs of all labor and estimated man hours to perform the decommissioning work.
- k. Costs must assume an increase in labor and equipment costs of two percent (2%) a year, every year, until the completion of the decommissioning and must assume commencement of decommissioning after year thirty-five (35) of operation.
- l. Costs must include a 25% contingency of the total estimate.
- m. The certification of a third-party engineer licensed in Virginia affirming that the owner/operators' cost estimate is sufficient to satisfy the decommissioning required herein. The estimated amount for the salvaged materials shall not be part of the consideration in the decommissioning cost estimate.

17. Panel Specification and Composition. At the time of construction, the Applicant shall provide to the County Administrator, a written panel specification disclosure document that includes the composition, toxicological information, and the physical and chemical properties of all of the solar panels, including coatings, being utilized for the Solar energy system. The Applicant shall utilize crystalline solar panels for the Solar energy system. The applicant shall not utilize any panels manufactured with or coated using the GenX chemical, amorphous silicon (a-Si), cadmium telluride (CdTe), copper indium gallium selenide (CIS/CIGS), or organic photovoltaic cells (OPCZ) panels. Moreover, to the extent any panel utilized has a Safety Data Sheet associated therewith under 29 CFR 1910.100 (g) and its Appendix D, the Safety Data shall be disclosed, as well.

18. All construction activities shall be limited to the hours of 7:00 am to 8:00 pm., Monday through Saturday, and will be prohibited on Sundays. These conditions shall apply to noise generated during the construction of the Solar energy system.

Operating Conditions:

1. The Special Use Permit (“Permit”) is granted solely for the subject property for operation of a large solar energy system. This Permit shall be binding on Augusta Solar, LLC and any successor-in-interest, including but not limited to any current or future owner, lessee, sub-lessee, and permitted assignee (“Applicant”).
2. The Permit shall not be assignable by Augusta Solar, LLC to a third party absent the written consent of the Board of Supervisors of Augusta County, which consent may not be unreasonably withheld. Notwithstanding the foregoing, if a public utility company that is operating in the Commonwealth of Virginia and has an investment grade credit rating with Moody’s and/or Standard and Poor’s, enters into an agreement to acquire and/or lease the Facility, no such consent to assignment shall be required.
3. Any document memorializing or relating to the establishment of any successor-in-interest, e.g., lessee, sub-lessee, future owner, permitted assignee, ect., between Augusta Solar, LLC and any such individual or business entity, shall include a recital as to the existence of the Permit, and the duties and obligations of the third party and now successor-in-interest thereunder the Permit, to ensure that successors-in-interest are on written notice of the Permit and its terms and conditions.
4. The Solar energy system shall not be lit during ongoing operations, unless as required by the Uniform Statewide Building Code. Lighting used during construction shall be downward facing and shall be located at least 500 feet from any residentially zoned adjacent property.
5. The Applicant shall fund, for the period of construction and until the site has been revegetated, a certified third-party erosion and sediment control and stormwater inspector, to be selected and directed by the County Administrator and/or his designee. Such erosion and sediment control and stormwater inspection shall provide e-reporting to a central File Transfer Protocol (FTP) site to which the County’s Program Administrator shall be granted access. Reports will be submitted no later than next day following any inspection and shall include the inspection report for each disturbed area of development. Site inspection and reports shall be conducted and reported at a minimum as required by the Virginia Stormwater Management Program (“VSMP”) permit. Any corrective actions done in the field shall be emailed to the County’s Program Administration within 24 hours of completion.
6. No topsoil shall be removed from the site.
7. The applicant shall implement the following additional measure during construction:
 - a. Maintain all construction-related vehicles in good working order.

- b. Designate a specific individual and provide that individual's name and contact information to the County Administrator and/or his designee, to which questions, complaints, or concerns during construction may be directed.
 - c. Prior to the initiation of construction, mail a notice of construction activity to all property owners whose properties are adjacent to areas on which the Solar energy system will be constructed. The notice shall summarize upcoming construction activities, describe the areas in which construction will occur, including the main routes of delivery, and provide the name and contact information of the Solar energy system representative to whom any complaints, concerns, or comments may be addressed.
 - d. Provide adequate portable sanitation facilities that are located in a manner that facilitates ease of disposal but that are not within one hundred and fifty (150) feet of any property boundary lines of a parcel on which a home is located and whose owner is not participating in the Solar energy system.
 - e. Prohibit any personnel associated with the Construction of the Facility from overnight lodging at the site.
8. In the event that there is damage to adjoining properties as a result of ingress/egress of construction vehicles, the Applicant shall repair all damage in full prior to the issuance of a Special Use Permit.
9. All landscaping will be reviewed by the County Administrator and/or his designee following installation, at one-year following installation, and as necessary thereafter to ensure the landscaping is being maintained.
10. All non-operational, non-electrical site features along the perimeter of the Solar energy system, such as landscaping and fencing, shall be properly maintained throughout the life of the Permit. Fencing shall be maintained in good repair and landscaping shall be maintained so as to provide the desired buffer benefits. Maintenance of such features shall be guaranteed by the surety agreement and surety as provided below. If the County Administrator and/or his designee determines that site features identified are not being properly maintained, as described herein, then the Applicant shall be given a notice to remedy as is the standard zoning violation policy of Augusta County.
11. Any electrical wiring used in the system shall be underground except where wiring is brought together for the inter-connection to system components and/or at the project substation and switchyard for interconnection the local utility power grid. Electrical distribution lines between the inverters and the point of interconnection shall be underground except where crossing creeks, floodplains, wetlands, and at the point

of interconnection. Nothing in this condition shall prevent ability to utilize underground boring technology.

12. Existing Augusta Water Infrastructure.

- a. Use of the public water system for construction shall be coordinated with and approved by Augusta Water. Rate of withdrawal and total daily volume information is required for evaluation. A suitable location for access to the system must be evaluated and approved and/or a temporary connection will need to be installed. The same evaluation will apply for a permanent connection if ongoing water service is needed for the project. Cost will be in accordance with the Augusta Water Rate Schedule and Policies.
- b. Ground surface elevations shall not be changed, and no water shall be impounded over any existing water/sewer infrastructure without written consent of Augusta Water.
- c. No panels and/or appurtenances, including fences and landscaping shall be installed within 20 feet each way of the centerline of any existing water or sewer main to ensure adequate space for future operations and maintenance.
- d. Where public water/sewer utilities are located on the same property as the Solar energy system, Augusta Water shall have the right to utilize access roads constructed for the project or be provided with reasonable access to the utilities by truck.

13. No corrosion control systems shall be part of the Facility.

14. The County Administrator, Building Official, Zoning Administrator, or any other parties designated by those County officials shall be allowed to enter the property at any reasonable time to check for compliance with the provisions of this Permit, with reasonable advanced notice and subject to the security, health and safety standards and regulations that apply to the Solar energy system.

15. All construction and decommissioning activities shall be limited to the hours of 7:00 am to 8:00 pm., Monday through Saturday, and will be prohibited on Sundays. These conditions shall apply to noise generated during the construction of the Solar energy system and to any construction needed during replacement, repair, or maintenance activities during the ongoing operation of the Solar energy system. Replacement, repair, and maintenance activities conducted at nighttime and not involving construction, shall comply with all applicable noise standards.

16. Corporate Structure Associations, and Information.

- a. Augusta Solar, LLC, upon issuance of the Permit, shall provide written contact information/relational charts to the County Administrator, with a copy to the County Attorney, regarding its business structure and its affiliations, including but not limited to its affiliations, members, parent company, and subsidiaries.
- b. The Applicant and all successors-in-interest, including current and future owners, lessees, sub-lessees, and permitted assignees shall provide the County Administrator, with a copy to the County Attorney, written notice of changes of ownership within thirty (30) days thereof.

17. Any substantial upgrades or changes made to the design or operation of the Solar energy system that are planned, shall be disclosed to the County Administrator and/or his designee at least ninety (90) days before the intended implementation of the upgrades or changes – except as provided herein. Any substantial upgrades and/or changes resulting solely from a bona fide emergency and force majeure event shall be disclosed no later than sixty (60) days thereafter.

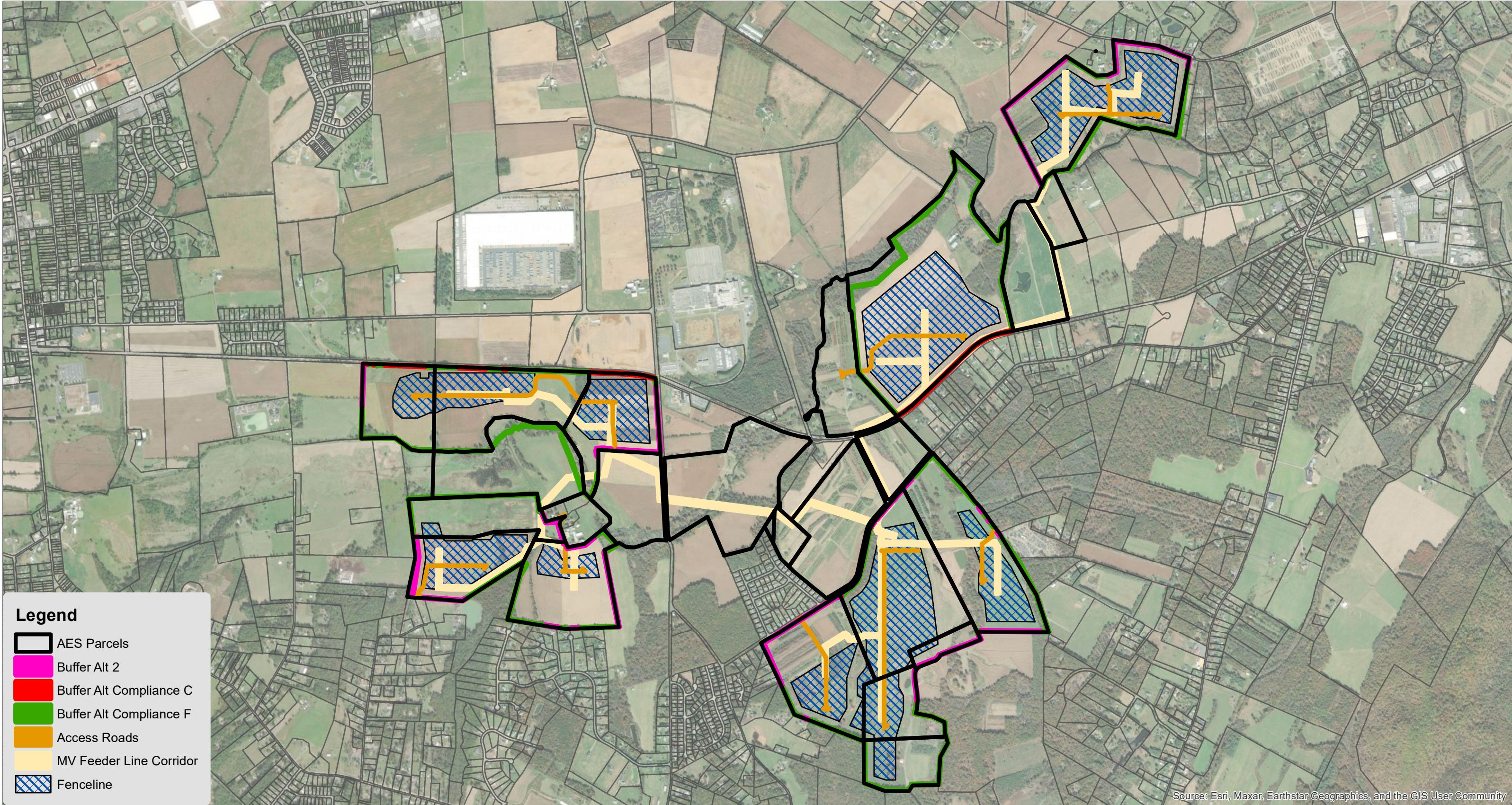
18. Prior to the activation of the Solar energy system, AES, shall provide training to the Augusta County Fire Rescue and Augusta County Sheriff's Office. This training and education shall include documentation of onsite material and equipment, proper firefighting and lifesaving procedures, and material handling procedures.

19. Any infraction of the above-mentioned conditions, or any Zoning Ordinance regulations, may lead to a stop work order and revocation of the Special Use Permit.

BE IT FINALLY RESOLVED that the Augusta County Board of Supervisors' decision to approve this Permit is predicated on the Augusta County Board of Supervisors' understanding that the above conditions the Augusta County Board of Supervisors hereby imposes upon this Permit are valid, lawful, and shall apply to the approved use for the life of the use, provided, however, that if any provision of these conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of these conditions and this Permit shall nonetheless remain in full force and effect.



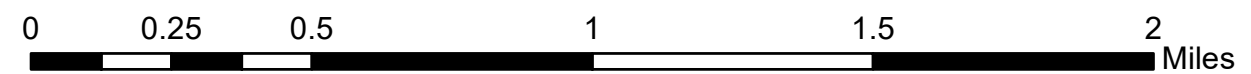
Augusta Solar LLC 2024 Required 1,000 ft Setbacks Aerial Map



Legend

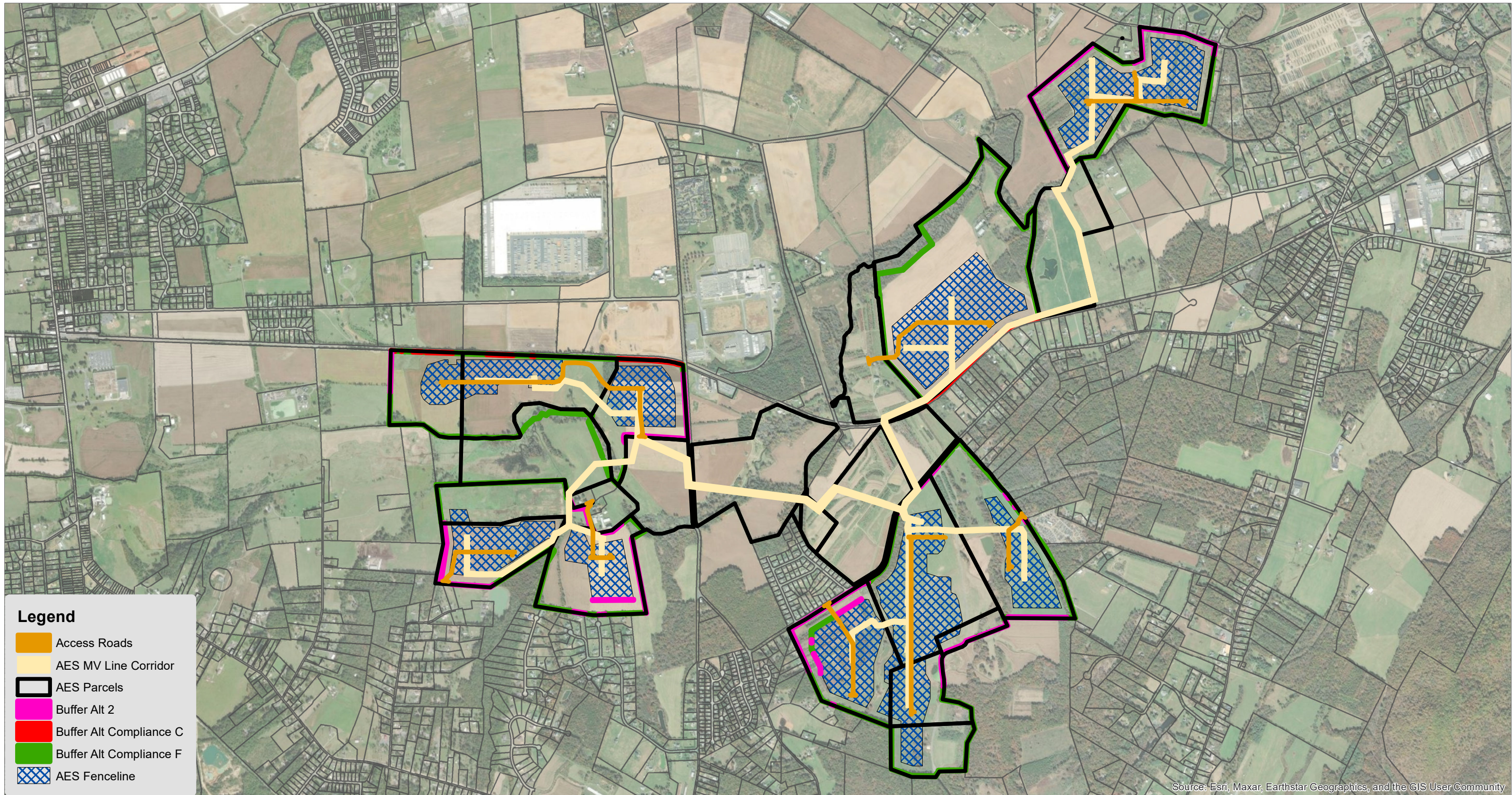
- AES Parcels
- Buffer Alt 2
- Buffer Alt Compliance C
- Buffer Alt Compliance F
- Access Roads
- MV Feeder Line Corridor
- Fenceline

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





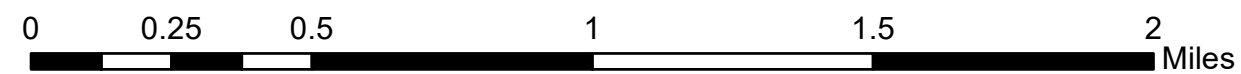
Augusta Solar LLC 2024 Requested Reduced Setbacks Aerial Map



Legend

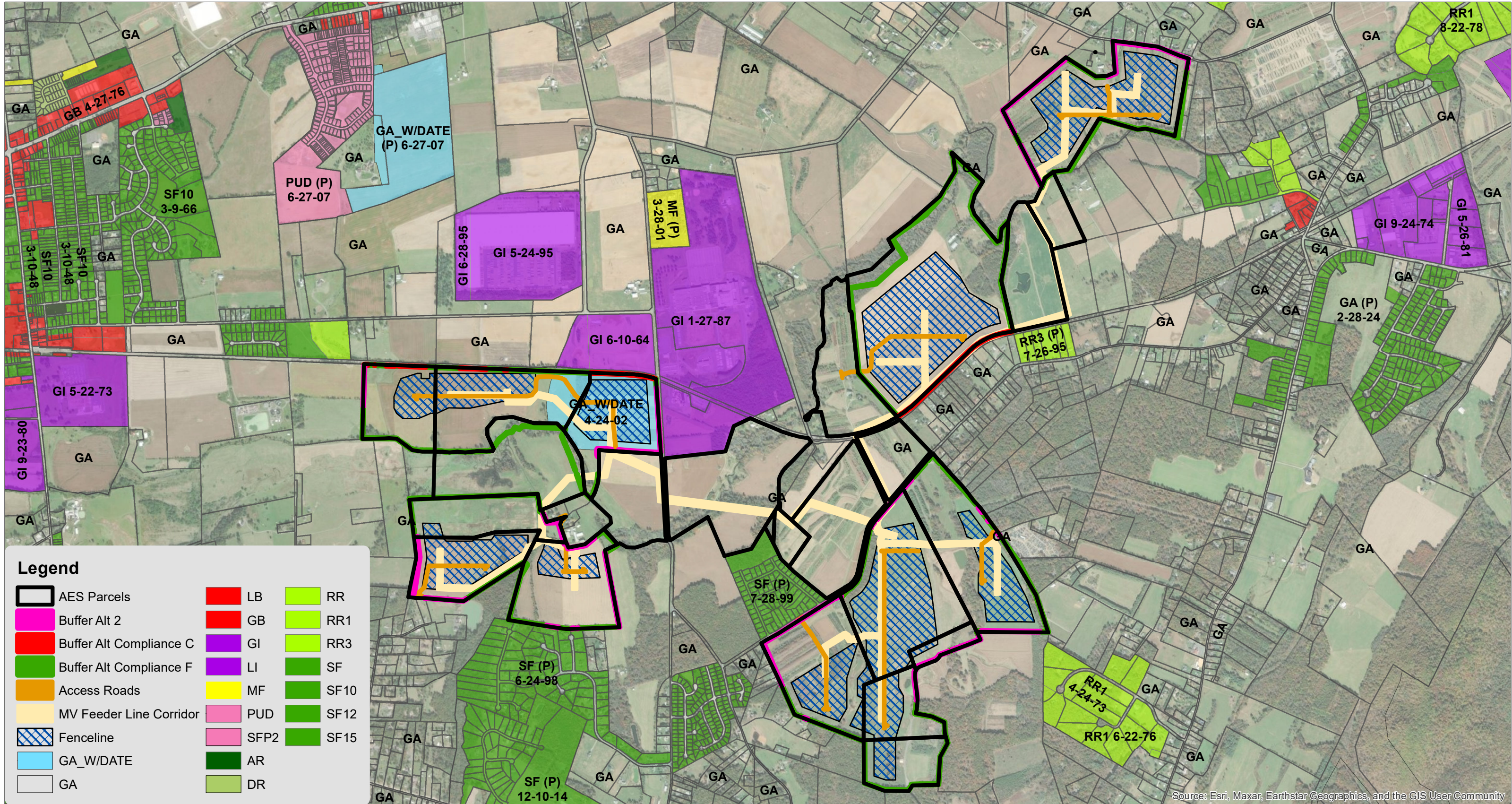
- Access Roads
- AES MV Line Corridor
- AES Parcels
- Buffer Alt 2
- Buffer Alt Compliance C
- Buffer Alt Compliance F
- AES Fenceline

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

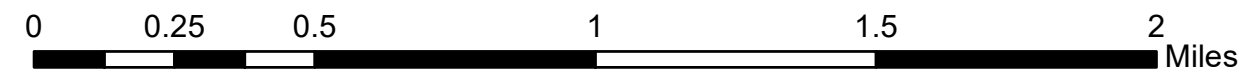




Augusta Solar LLC 2024 Required 1,000 ft Setbacks Zoning Map

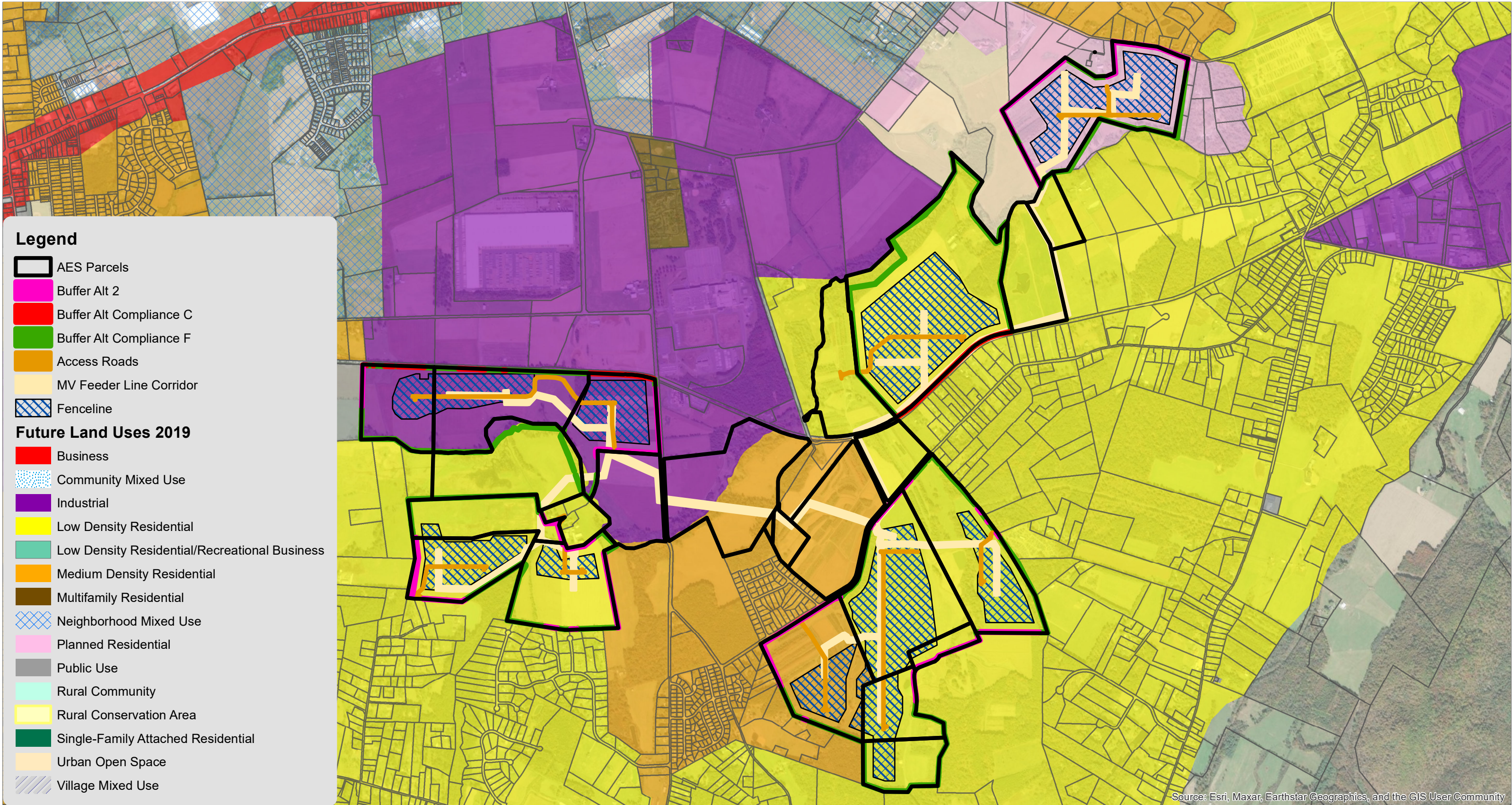


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

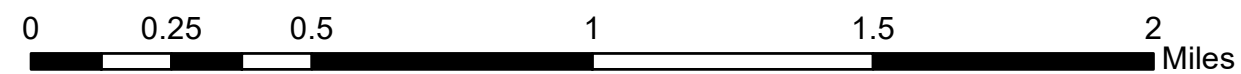




Augusta Solar LLC 2024 Required 1,000 ft Setbacks Future Land Use Map

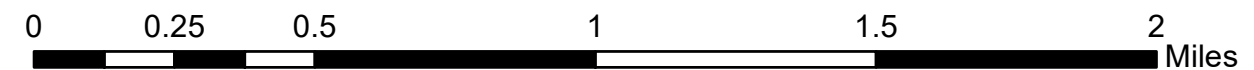
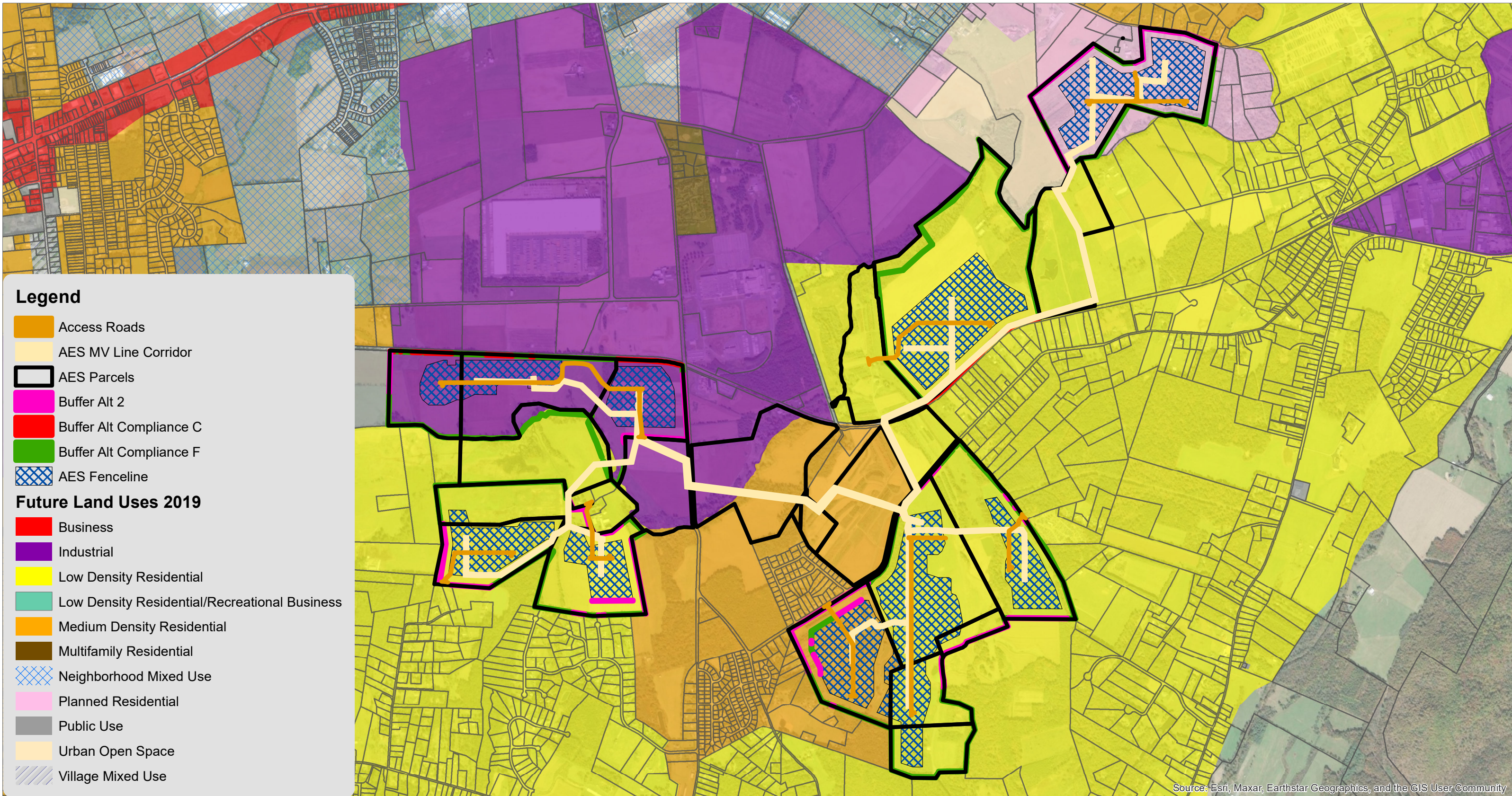


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



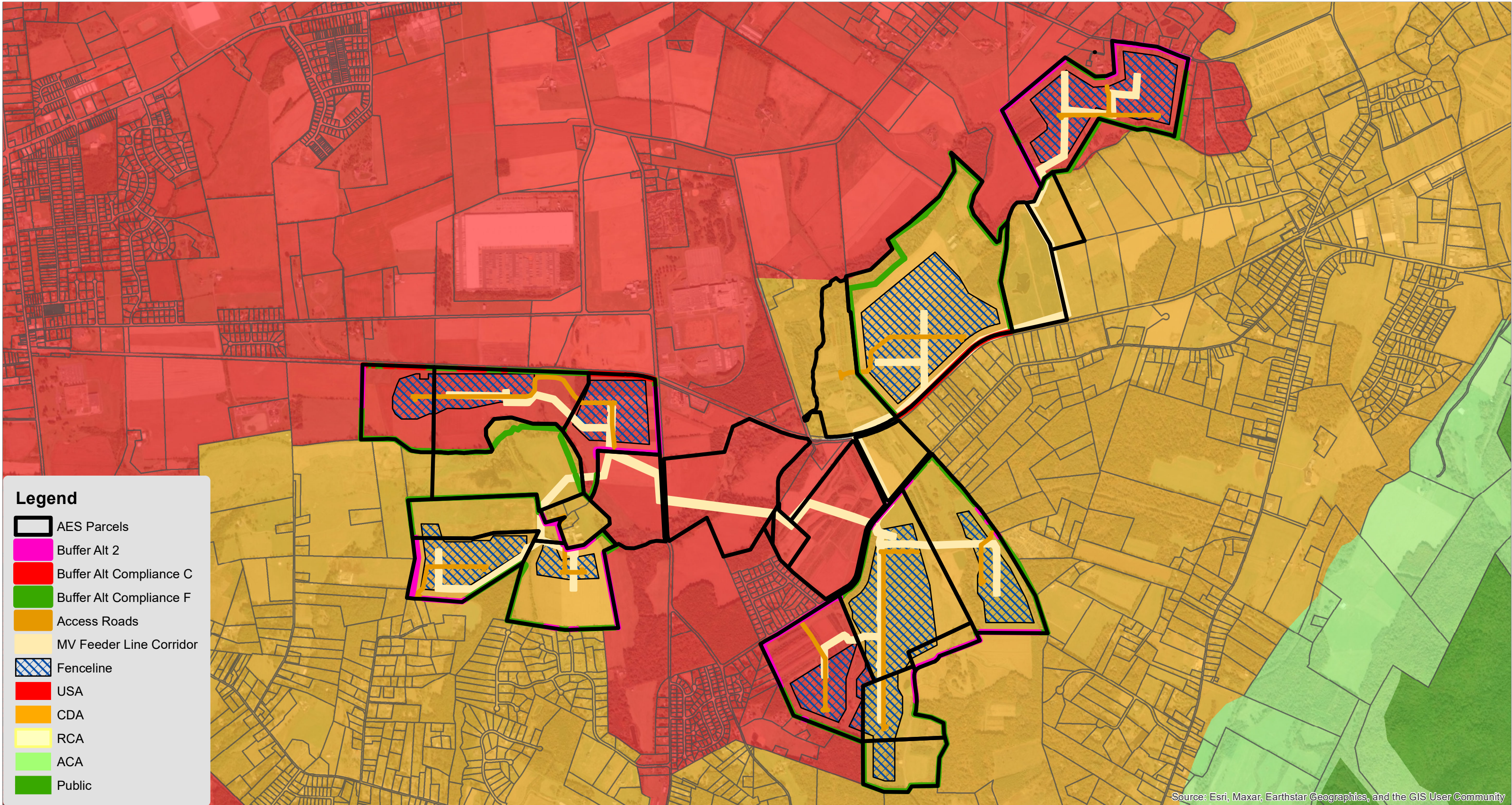


Augusta Solar LLC 2024 Requested Reduced Setbacks Future Land Use Map

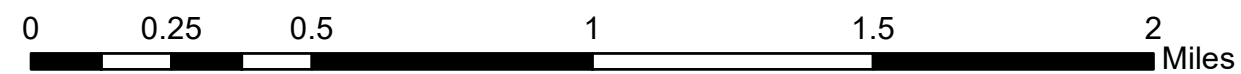




Augusta Solar LLC 2024 Required 1,000 ft Setbacks Planning Policy Area Map

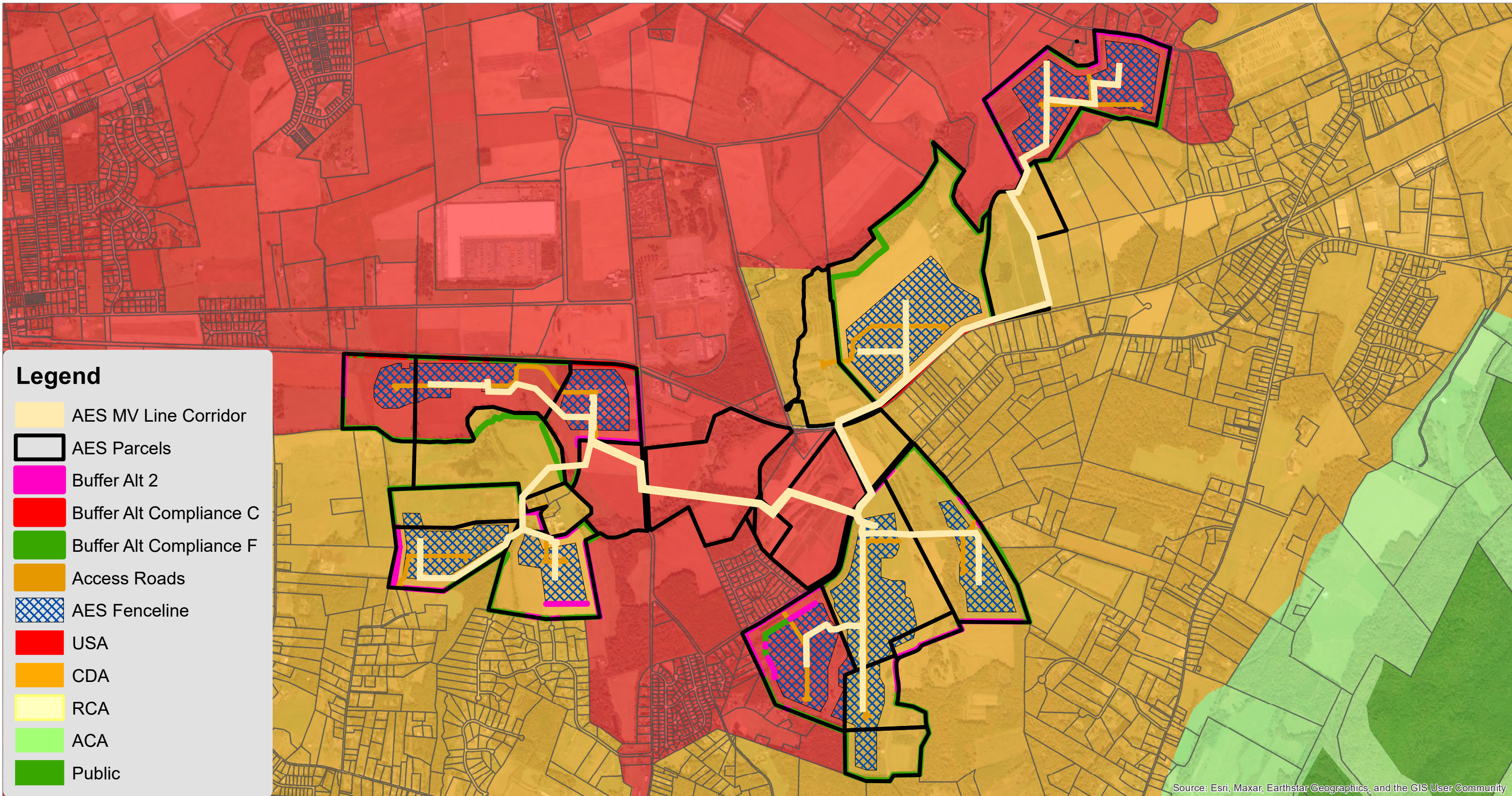


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

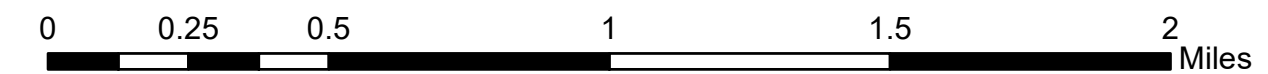




Augusta Solar LLC 2024 Requested Reduced Setbacks Planning Policy Area Map



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Finance

STAFF MEMBER:

DATE OF REQUEST: July 17, 2024

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:
Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Claims Paid June 2024.pdf](#)

DATE	CHECK#	PAYEE	DESCRIPTION	TOTAL	GENERAL	CENTRAL	MISC
20240607	16521	ADVANCED TELEPHONE & DATA	CONTRACT SERVICES	1,141.50	1,141.50	-	-
20240607	16522	CAMPUS FORD	APPARATUS/EQUIP.-MAINT. & REPAIRS	55.02	55.02	-	-
20240607	16523	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	630,182.41	-	-	630,182.41
20240607	16524	DEMCO INC	LIBRARY MATERIALS & SUPPLIES	638.30	638.30	-	-
20240607	16525	FISHER AUTO PARTS, INC.	POWER EQUIPMENT MAINT & SUPPLIES	190.96	190.96	-	-
20240607	16526	GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	562.68	562.68	-	-
20240607	16527	KPD, INC. PORT-A-JOHNS	RENT	890.00	890.00	-	-
20240607	16528	LANTZ CONSTRUCTION	GOVERNMENT CENTER RENOVATIONS	35,796.71	-	-	35,796.71
20240607	16529	MIDWEST TAPE, LLC	AUDIOVISUAL MATERIALS	371.90	371.90	-	-
20240607	16530	OFFICE DEPOT	PRIMARY ELECTIONS	352.92	352.92	-	-
20240607	16531	OVERDRIVE INC	ELECTRONIC MATERIALS	3,968.12	3,968.12	-	-
20240607	16532	ROBERTS OXYGEN CO.,INC.	OXYGEN	117.12	117.12	-	-
20240607	16533	ROCKINGHAM COOPERATIVE	BUILDING REPAIR & MAINTENANCE SUPP.	366.42	366.42	-	-
20240607	16534	SHEN.VALLEY ELECTRIC COOP	ELECTRIC	3,512.13	3,409.57	-	102.56
20240607	16535	SWOOPE VOL. FIRE DEPT.	CONTRIBUTION	62,962.00	82,962.00	-	(20,000.00)
20240607	16536	THE BERKLEY GROUP, LLC	PROFESSIONAL SERVICES	1,070.40	-	-	1,070.40
20240607	16537	VERIZON WIRELESS	TELEPHONE SERVICE	6,057.33	5,815.71	-	241.62
20240607	16538	BLAUCH BROTHERS INC	REPAIRS & MAINTENANCE- CONTRACTUAL	896.50	-	-	896.50
20240607	16539	GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	377.38	-	-	377.38
20240607	16540	ROTO-ROOTER SEWER &	MAINT & UPKEEP OF SITES	442.35	-	-	442.35
20240607	16541	SHEN.VALLEY ELECTRIC COOP	ELECTRIC	833.14	-	-	833.14
20240607	16542	VIRGINIA DEPT OF TAXATION	SALES TAX	2,150.71	-	-	2,150.71
20240613	16543	ADVANCED TELEPHONE & DATA	CONTRACTED REPAIRS AND MAINTENANCE	207.50	207.50	-	-
20240613	16544	BCT	OFFICE SUPPLIES	67.00	67.00	-	-
20240613	16545	BOBBY'S TOWING SERVICE	TOWING SERVICE	95.00	95.00	-	-
20240613	16546	BRANCH BUILDS INC	COUNTY COURTHOUSE	455,499.02	-	-	455,499.02
20240613	16547	CAMPUS FORD	MOTOR VEHICLE MAINT. & SUPPLIES	572.07	572.07	-	-
20240613	16548	CARD CONNECT LLC	EQUIPMENT RENTAL	100.00	100.00	-	-
20240613	16549	COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	383,274.64	-	-	383,274.64
20240613	16550	DEMCO INC	LIBRARY MATERIALS & SUPPLIES	815.84	815.84	-	-
20240613	16551	ELDON JAMES & ASSOC. INC.	LEGISLATIVE SERVICES	2,683.20	2,683.20	-	-
20240613	16552	FISERV	MAINTENANCE SERVICE CONTRACTS	912.12	912.12	-	-
20240613	16553	FISHER AUTO PARTS, INC.	VEH MAINT & SUPPLIES- FLEET VEHICLES	189.68	189.68	-	-
20240613	16554	FLEXIBLE BENEFIT ADMINIST	COBRA FEES	121.10	121.10	-	-
20240613	16555	GALLS, LLC	WEARING APPAREL- UNIFORMS	1,046.34	1,046.34	-	-
20240613	16556	H & R CONTRACTORS INC	RECYCLING CONTRACTUAL	300.00	300.00	-	-
20240613	16557	JENKINS SECURITY SERVICE	POLICE SUPPLIES	2,391.75	32.20	-	2,359.55
20240613	16558	KORMAN SIGNS	INFRASTRUCTURE- RIVERHEADS	271.78	58.18	-	213.60
20240613	16559	LEAF	OFFICE SUPPLIES	4,440.90	3,853.10	587.80	-
20240613	16560	LINEAGE ARCHITECTS PC	PROFESSIONAL SERVICE	3,255.00	-	-	3,255.00

20240613	16561 MID VALLEY PRESS	OFFICE SUPPLIES	2,689.00	2,689.00	-	-
20240613	16562 MIDWEST TAPE, LLC	AUDIOVISUAL MATERIALS	25.49	25.49	-	-
20240613	16563 MOSELEY ARCHITECTS	COURTHOUSE PROJECT	60,450.97	-	-	60,450.97
20240613	16564 OFFICE DEPOT	OFFICE SUPPLIES	61.49	61.49	-	-
20240613	16565 RICE TIRE	APPARATUS/EQUIP.-MAINT. & REPAIRS	983.43	983.43	-	-
20240613	16566 ROBERTS OXYGEN CO.,INC.	OXYGEN	205.00	205.00	-	-
20240613	16567 ROCKINGHAM COOPERATIVE	SPECIAL OLYMPICS CAR WASH	399.23	399.23	-	-
20240613	16568 ROTO-ROOTER SEWER &	MAINT & UPKEEP OF SITES	1,829.00	1,829.00	-	-
20240613	16569 SAFETY-KLEEN SYSTEMS,INC.	MAINTENANCE SERVICE CONTRACTS	2,237.45	2,237.45	-	-
20240613	16570 SOUTHERN ELEVATOR	BUILDING MAINTENANCE SERVICE CONTRACTS	257.60	257.60	-	-
20240613	16571 THE GUN SHOP	AMMO RANGE SUPPLIES	1,920.50	1,920.50	-	-
20240613	16572 VECTOR SECURITY	MAINTENANCE SERVICE CONTRACT	81.83	81.83	-	-
20240613	16573 VERIZON WIRELESS	TELEPHONE SERVICES	6,454.74	6,431.44	23.30	-
20240613	16574 WASH J & L, INC	MOTOR VEHICLE MAINT. & SUPPLIES	414.00	414.00	-	-
20240613	16575 WASTE MANAGEMENT OF VA.	REFUSE COLLECTION	825.95	825.95	-	-
20240613	16576 WILLIAMS SCOTSMAN INC	MOBILE OFFICE	1,030.20	-	-	1,030.20
20240613	16577 WITMER PUBLIC SAFETY	WEARING APPAREL	34.00	34.00	-	-
20240613	16578 GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	400.08	-	-	400.08
20240613	16579 LEAF	OFFICE SUPPLIES	115.00	-	-	115.00
20240621	16580 BOBBY'S TOWING SERVICE	TRASH SERVICE	990.00	990.00	-	-
20240621	16581 COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	819,738.70	-	-	819,738.70
20240621	16582 FISHER AUTO PARTS, INC.	BUILDING REPAIR & MAINTENANCE SUPP.	38.65	38.65	-	-
20240621	16583 GALLS, LLC	WEARING APPAREL- UNIFORMS	1,177.39	1,177.39	-	-
20240621	16584 GENERAL SALES OF VA INC	JANITORIAL SUPPLIES	1,402.48	1,402.48	-	-
20240621	16585 HATHAWAY INC.	JANITORIAL SUPPLIES	2,226.76	2,226.76	-	-
20240621	16586 KPD, INC. PORT-A-JOHNS	RENT	780.00	780.00	-	-
20240621	16587 LEAF	OFFICE SUPPLIES	397.00	194.00	203.00	-
20240621	16588 LINEAGE ARCHITECTS PC	PROFESSIONAL SERVICE	1,595.00	-	-	1,595.00
20240621	16589 MAINMICRO TECHNOLOGIES CO	P&R RENOVATION	1,697.00	-	-	1,697.00
20240621	16590 MIDWEST TAPE, LLC	AUDIOVISUAL MATERIALS	18,107.13	18,107.13	-	-
20240621	16591 OFFICE DEPOT	OFFICE SUPPLIES	126.80	126.80	-	-
20240621	16592 ROCKINGHAM COOPERATIVE	PEST CONTROL	4.97	4.97	-	-
20240621	16593 SWOOPE VOL. FIRE DEPT.	REIMBURSEMENT	88.06	88.06	-	-
20240621	16594 THE BERKLEY GROUP, LLC	PROFESSIONAL SERVICES	3,320.40	-	-	3,320.40
20240621	16595 THE PENWORTHY COMPANY	BOOKS	1,280.15	1,280.15	-	-
20240621	16596 TIMMONS	TOURIST INFORMATION CENTER	46,145.66	-	-	46,145.66
20240621	16597 WASH J & L, INC	MOTOR VEHICLE MAINT. & SUPPLIES	9.00	9.00	-	-
20240621	16598 SHEN.VALLEY ELECTRIC COOP	ELECTRIC	1,015.22	-	-	1,015.22
20240628	16599 ADVANCED TELEPHONE & DATA	LIBRARY MATERIALS & SUPPLIES	2,697.83	48.83	-	2,649.00
20240628	16600 BATTERIES PLUS LLC	POLICE SUPPLIES	602.03	602.03	-	-
20240628	16601 BOBBY'S TOWING SERVICE	TOWING SERVICE	350.00	350.00	-	-

20240628	16602 C & S DISPOSAL INC	TRASH SERVICE	93.00	93.00	-	-
20240628	16603 CAMPUS FORD	APPARATUS/EQUIP.-MAINT. & REPAIRS	2,500.51	2,500.51	-	-
20240628	16604 CENTRAL VIRGINIA ELECTRIC	ELECTRIC SERVICE	221.69	221.69	-	-
20240628	16605 COUNTY OF AUGUSTA HEALTH	SELF INSURANCE	527,095.14	-	-	527,095.14
20240628	16606 FISERV	CREDIT CARD FEES	2,307.67	2,307.67	-	-
20240628	16607 FISHER AUTO PARTS, INC.	APPARATUS/EQUIP.-MAINT. & REPAIRS	569.73	569.73	-	-
20240628	16608 GALLS, LLC	WEARING APPAREL- UNIFORMS	731.23	731.23	-	-
20240628	16609 GOODMAN SPECIALIZED VEHIC	APPARATUS/EQUIP.- MAINT. & REPAIRS	662.50	662.50	-	-
20240628	16610 JENNIFER WHETZEL	REIMBURSEMENT	959.88	959.88	-	-
20240628	16611 LANGUAGE LINE SERVICES	TELEPHONE SERVICE	626.80	626.80	-	-
20240628	16612 LINEAGE ARCHITECTS PC	GOVERNMENT CENTER EXPANSION	39,465.00	-	-	39,465.00
20240628	16613 MAINMICRO TECHNOLOGIES CO	INFORMATION TECHNOLOGY	5,063.00	113.00	-	4,950.00
20240628	16614 MID VALLEY PRESS	OFFICE SUPPLIES	1,790.00	1,790.00	-	-
20240628	16615 OFFICE DEPOT	OFFICE SUPPLIES	68.28	68.28	-	-
20240628	16616 ROBERTS OXYGEN CO.,INC.	SMOKE & NITROGEN- BURNING BUILDING	643.78	643.78	-	-
20240628	16617 ROCKINGHAM COOPERATIVE	REPAIRS & MAINT. SUPPLIES-BLDGS.	683.94	683.94	-	-
20240628	16618 TREASURER, VA TECH	SALARY	35,377.13	35,377.13	-	-
20240628	16619 VECTOR SECURITY	FURNITURE & FIXTURES	3,185.00	3,185.00	-	-
20240628	16620 WITMER PUBLIC SAFETY	APPARATUS/EQUIP.-MAINT. & REPAIRS	164.10	164.10	-	-
20240628	16621 CASEY TUCKER	CONTRACTUAL PAYROLL	40.00	40.00	-	-
20240607	650414 ALEX DAVIS	REIMBURSEMENT	23.25	23.25	-	-
20240607	650415 AMAZON CAPITAL SERVICES	FIRE PREVENTION	2,597.06	2,597.06	-	-
20240607	650416 AMERICAN BUSINESS FORMS,	POSTAGE & OFFICE SUPPLIES	3,502.92	3,502.92	-	-
20240607	650417 AT&T	TELEPHONE SERVICE	3.04	3.04	-	-
20240607	650418 ATLANTIC EMERGENCY	EQUIPMENT	9,714.05	9,714.05	-	-
20240607	650419 AUGUSTA COUNTY SERVICE	JANITORIAL SUPPLIES	3,205.74	2,182.33	1,023.41	-
20240607	650420 AUGUSTA PETRO COOP INC	FUEL PURCHASE	864.44	864.44	-	-
20240607	650421 BETSY CURRY	REIMBURSEMENT	64.86	64.86	-	-
20240607	650422 BOUND TREE MEDICAL, LLC	EMS SUPPLIES	586.12	586.12	-	-
20240607	650423 BRANCH BUILDS INC	COUNTY COURTHOUSE	1,062,380.95	-	-	1,062,380.95
20240607	650424 CAPITAL ELECTRIC	BUILDING REPAIR & MAINTENANCE SUPP.	474.61	474.61	-	-
20240607	650425 CAROL TURRENTINE	REIMBURSEMENT	85.43	85.43	-	-
20240607	650426 CAROLYN COOP	REIMBURSEMENT	6.37	6.37	-	-
20240607	650427 CENGAGE LEARNING INC / GA	BOOKS	59.18	59.18	-	-
20240607	650428 CINTAS CORPORATION #394	MAINTENANCE SERVICE CONTRACTS	825.87	825.87	-	-
20240607	650429 CRYSTAL SPRINGS	OFFICE SUPPLIES	21.11	21.11	-	-
20240607	650430 DEERFIELD VOL.FIRE DEPT.	CONTRIBUTION	36,836.00	56,836.00	-	(20,000.00)
20240607	650431 DIANA DECKER	REIMBURSEMENT	25.39	25.39	-	-
20240607	650432 DOMINION ENERGY VIRGINIA	ELECTRIC	28,434.43	20,613.11	7,821.32	-
20240607	650433 DORAN STEGURA	REIMBURSEMENT	23.99	23.99	-	-
20240607	650434 EGS & ASSOCIATES INC	PROFESSIONAL SERVICES	410.00	-	-	410.00

20240607	650435	ELECTION SERVICES ONLINE	PRIMARY ELECTIONS	10,585.40	10,585.40	-	-
20240607	650436	EVERVET WAYNESBORO JV, LL	VETERINARY SERVICES	484.40	484.40	-	-
20240607	650437	FIRE & SAFETY EQUIPMENT	SCBA REPAIRS AND MAINTENANCE	173.00	173.00	-	-
20240607	650438	FIRE LINE EQUIPMENT LLC	APPARATUS/EQUIP.-MAINT. & REPAIRS	393.34	393.34	-	-
20240607	650439	HALL AUTOMOTIVE, LLC	NEW VEHICLE PURCHASE-FLEET	79,092.39	-	79,092.39	-
20240607	650440	HANEBERG HURLBERT PLC	FEES	55,000.00	-	-	55,000.00
20240607	650441	HAWK SECURITY SYSTEMS INC	MAINTENANCE SERVICE CONTRACTS	295.00	295.00	-	-
20240607	650442	IDIEHL TIRE	APPARATUS/EQUIP.-MAINT. & REPAIRS	1,375.04	1,375.04	-	-
20240607	650443	IMS ALLIANCE	EQUIPMENT	51.05	51.05	-	-
20240607	650444	INGRAM LIBRARY SERVICES	BOOKS	5,312.98	5,312.98	-	-
20240607	650445	INTAB LLC	PRIMARY ELECTIONS	1,292.49	1,292.49	-	-
20240607	650446	JAMES STEWART	REIMBURSEMENT	1.68	1.68	-	-
20240607	650447	JENNIFER SCOTT BROWN	REIMBURSEMENT	76.65	76.65	-	-
20240607	650448	LAWSON PRODUCTS INC	REPAIR & MAINT.-SHOP/GENERAL	191.34	191.34	-	-
20240607	650449	LINGO NETWORKS	TELEPHONE SERVICE	414.51	414.51	-	-
20240607	650450	MARSH & MCLENNAN AGENCY	RETAINER SERVICE	1,083.33	1,083.33	-	-
20240607	650451	MELODY REYNOLDS	REIMBURSEMENT	9.25	9.25	-	-
20240607	650452	MG-W TELEPHONE	TELEPHONE SERVICE	728.69	728.69	-	-
20240607	650453	MUNICIPAL EMERGENCY SVCS	FIRE FIGHTING SUPPLIES	292.51	292.51	-	-
20240607	650454	NATIONAL POOLS	REPAIR & MAINT.-POOLS	2,564.25	2,564.25	-	-
20240607	650455	NEW HOPE VOL.FIRE DEPT.	CONTRIBUTION	56,203.51	56,203.51	-	-
20240607	650456	NICHOLAS BETTS	PUBLIC DEFENDER	-	-	-	-
20240607	650457	OUTDOOR ENTERPRISES	GROUNDS MAINTENANCE SERVICE CONTR.	2,255.70	2,255.70	-	-
20240607	650458	PINE KNOT PROJECTS	PROFESSIONAL SERVICE	688.75	688.75	-	-
20240607	650459	PURNELL,MCKENNETT & MENKE	CONTRACT SERVICES	510.00	510.00	-	-
20240607	650460	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	187.47	187.47	-	-
20240607	650461	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	3,322.07	1,770.00	-	1,552.07
20240607	650462	SIDECAR PUBLICATIONS LLC	MAINT SVC CONTRACT	708.00	708.00	-	-
20240607	650463	SPEC RESCUE INTERNATIONAL	EMERGENCY SEARCH/RESCUE SUPPLIES	415.21	415.21	-	-
20240607	650464	STANLEY STEEMER	JANITORIAL SERVICES- CONTRACTUAL	7,087.10	7,087.10	-	-
20240607	650465	STAPLES	OFFICE SUPPLIES	786.81	786.81	-	-
20240607	650466	STAUNTON VETERINARY CLINI	VETERINARY SERVICE	122.36	122.36	-	-
20240607	650467	STU-COMM, INC.	EVENT SUPPLIES	250.00	250.00	-	-
20240607	650468	SUSAN THACKER	REIMBURSEMENT	26.00	26.00	-	-
20240607	650469	TYLER TECHNOLOGIES, INC.	FINANCIAL SOFTWARE	13,831.18	-	-	13,831.18
20240607	650470	VALLEY POOL & SPA	REPAIR & MAINT.-POOLS	71.38	71.38	-	-
20240607	650471	VERATHON INC	EMS SUPPLIES	872.57	872.57	-	-
20240607	650472	VERIZON	TELEPHONE SERVICE	136.11	136.11	-	-
20240607	650473	VERONA VOL. FIRE DEPT.	CONTRIBUTION	94,962.00	94,962.00	-	-
20240607	650474	VERTICAL BRIDGE S3 ASSETS	TOWER RENTAL	4,040.14	4,040.14	-	-
20240607	650475	WACO INC	COUNTY COURTHOUSE	16,506.84	-	-	16,506.84

20240607	650476	WALMART COMMUNITY CARD	CREDIT CARD CHARGES	528.72	528.72	-	-
20240607	650477	WAMPLER-EANES APPRAISAL G	MARKETING & COMMUNICATIONS	3,000.00	3,000.00	-	-
20240607	650478	COLUMBIA GAS	GAS CONSUMPTION	51.69	51.69	-	-
20240607	650479	COLUMBIA GAS	GAS CONSUMPTION	521.04	521.04	-	-
20240607	650480	COMCAST	INTERNET	279.18	279.18	-	-
20240607	650481	COMCAST	INTERNET	309.15	309.15	-	-
20240607	650482	STERICYCLE, INC.	SHREDDING SERVICE	127.99	127.99	-	-
20240607	650483	STERICYCLE, INC.	SHREDDING SERVICE	42.80	42.80	-	-
20240607	650484	STERICYCLE, INC.	SHREDDING SERVICE	80.25	64.20	16.05	-
20240607	650485	AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	140.87	-	-	140.87
20240607	650486	COMCAST	INTERNET	154.11	-	-	154.11
20240607	650487	EVERVET WAYNESBORO JV, LL	VETERINARY SERVICE	2,023.35	-	-	2,023.35
20240607	650488	HILL'S PET NUTRITION SALE	PET FOOD	1,798.03	-	-	1,798.03
20240607	650489	JOHNSONS LANDSCAPING	REPAIRS & MAINTENANCE- CONTRACTUAL	300.00	-	-	300.00
20240607	650490	PAULA AIELLO	REIMBURSEMENT	11.19	-	-	11.19
20240612	650603	ALYSSA I. ROBERTS	JUROR	50.00	-	-	50.00
20240612	650604	BARBARA B. ROWE	JUROR	100.00	-	-	100.00
20240612	650605	BRADLEY A. MONGER	JUROR	100.00	-	-	100.00
20240612	650606	BRENDA A. PEARCE	JUROR	50.00	-	-	50.00
20240612	650607	BRIAN P. PLESKOWICZ	JUROR	50.00	-	-	50.00
20240612	650608	CARYN D. HIRTRITER	JUROR	50.00	-	-	50.00
20240612	650609	CHARLES S. CRUMMETT	JUROR	50.00	-	-	50.00
20240612	650610	COLLEEN R. FITZGERALD	JUROR	50.00	-	-	50.00
20240612	650611	DANIEL MORELL	JUROR	100.00	-	-	100.00
20240612	650612	DANIEL T. MARTIN	JUROR	50.00	-	-	50.00
20240612	650613	DAVID R. GRAHAM	JUROR	100.00	-	-	100.00
20240612	650614	DIANNA L. SUNDANCE	JUROR	50.00	-	-	50.00
20240612	650615	DONNA M. WELLS PUFFENBARG	JUROR	50.00	-	-	50.00
20240612	650616	DRAKE E. RICHMOND	JUROR	100.00	-	-	100.00
20240612	650617	ELIZABETH B. HUFFER	JUROR	50.00	-	-	50.00
20240612	650618	EMILY S. HINKLE	JUROR	50.00	-	-	50.00
20240612	650619	JAMES S. NEWLEN	JUROR	50.00	-	-	50.00
20240612	650620	JASMINE V. JOHNSON	JUROR	100.00	-	-	100.00
20240612	650621	JEFFREY A. FRETWELL	JUROR	50.00	-	-	50.00
20240612	650622	JEFFREY P. LUM	JUROR	50.00	-	-	50.00
20240612	650623	JONATHAN M. DOOLEY	JUROR	50.00	-	-	50.00
20240612	650624	JOSHUA C. PULLIN	JUROR	50.00	-	-	50.00
20240612	650625	JOSHUA L. SHOVER	JUROR	100.00	-	-	100.00
20240612	650626	JULIAN D. ROTHGEB	JUROR	50.00	-	-	50.00
20240612	650627	KAREN S. NAPIER	JUROR	50.00	-	-	50.00
20240612	650628	KATHLEEN P. MARCUM	JUROR	50.00	-	-	50.00

20240612	650629	KRISTOPHER G. MARION	JUROR	50.00	-	-	50.00
20240612	650630	LINNEA J. SPRADLIN	JUROR	50.00	-	-	50.00
20240612	650631	LISA S. GILLESPIE	JUROR	50.00	-	-	50.00
20240612	650632	MEGAN E. ANGEL	JUROR	50.00	-	-	50.00
20240612	650633	MICHELLE L. WOOD	JUROR	50.00	-	-	50.00
20240612	650634	PATRICIA A. KITTLE	JUROR	100.00	-	-	100.00
20240612	650635	PAUL D. GOINS	JUROR	100.00	-	-	100.00
20240612	650636	RICHARD M. EVERS	JUROR	50.00	-	-	50.00
20240612	650637	ROBERT D. COLGAN	JUROR	100.00	-	-	100.00
20240612	650638	RUFUS D. FISHER II	JUROR	50.00	-	-	50.00
20240612	650639	SEBASTIAN G. FANNAN	JUROR	100.00	-	-	100.00
20240612	650640	SHANNON E. WILFONG	JUROR	100.00	-	-	100.00
20240612	650641	SHARELLE A. MICHIELLI	JUROR	50.00	-	-	50.00
20240612	650642	SHARON J. NUCKOLLS	JUROR	50.00	-	-	50.00
20240612	650643	STEPHANIE M. MAWYER	JUROR	50.00	-	-	50.00
20240612	650644	THOMAS M. CHILDRESS	JUROR	50.00	-	-	50.00
20240612	650645	KATHLEEN SUE FITZGERALD	JUROR	50.00	50.00	-	-
20240612	650646	MAKEBA DAVELL CARTER	JUROR	50.00	50.00	-	-
20240612	650647	RHONDA LYNNE WINFIELD	JUROR	50.00	50.00	-	-
20240612	650648	STACEY KENYON SMITH	JUROR	50.00	50.00	-	-
20240612	650649	STEPHANIE RENEE WHITMER	JUROR	50.00	50.00	-	-
20240612	650650	STEVEN TAYLOR EASTER	JUROR	50.00	50.00	-	-
20240612	650651	TRACY LYNN ARGABRIGHT	JUROR	50.00	50.00	-	-
20240613	650679	ALEXANDRA M MEADOR	REIMBURSEMENT	540.02	-	-	540.02
20240613	650680	ALLIANCE VEHICLE SOLUTION	VEHICLE SINKING FUND	7,369.72	-	-	7,369.72
20240613	650681	AMAZON CAPITAL SERVICES	RECONGINITION & TRAINING EXPENSES	2,851.61	2,851.61	-	-
20240613	650682	AMERICAN BUSINESS FORMS,	POSTAGE & OFFICE SUPPLIES	45,946.83	45,946.83	-	-
20240613	650683	ANDY WELLS,PETTY CASH	PETTY CASH	410.00	410.00	-	-
20240613	650684	AT&T	TELEPHONE SERVICE	10,618.63	10,618.63	-	-
20240613	650685	AUGUSTA COUNTY EDA	VATI GRANT 2021	28,583.29	-	-	28,583.29
20240613	650686	AUGUSTA COUNTY F&R	CONTRIBUTION	13,614.00	13,614.00	-	-
20240613	650687	AUGUSTA COUNTY GENERAL	PUBLIC DEFENDER	480.00	480.00	-	-
20240613	650688	AUGUSTA COUNTY SERVICE	JANITORIAL SUPPLIES	172.00	172.00	-	-
20240613	650689	AUGUSTA PETRO COOP INC	FUEL PURCHASE	312.55	312.55	-	-
20240613	650690	BAAM INDUSTRIAL CLEANING	BUILDING MAINT. SERVICE CONTRACTS	1,335.50	1,335.50	-	-
20240613	650692	BOBBY'S TOWING SERVICE	TRASH SERVICE	1,959.00	1,423.23	535.77	-
20240613	650694	BOUND TREE MEDICAL, LLC	EMS SUPPLIES	458.05	458.05	-	-
20240613	650695	BRIDGEWATER VO. FIRE DEPT	CONTRIBUTION	31,300.00	31,300.00	-	-
20240613	650697	CALEB HAYS POE	EVENT SUPPLIES	375.00	375.00	-	-
20240613	650698	CALEB S KRAMER	REIMBURSEMENT	563.92	-	-	563.92
20240613	650699	CANON FINANCIAL SERVICES	OFFICE SUPPLIES	93.00	93.00	-	-

20240613	650700 CAPITAL ELECTRIC	BUILDING REPAIR & MAINTENANCE SUPP.	63.62	63.62	-	-
20240613	650701 CARL LEE MARTIN LOYA	EVENT SUPPLIES	200.00	200.00	-	-
20240613	650702 CAS SEVERN INC	CONTRACT SERVICES	423.50	423.50	-	-
20240613	650703 CENGAGE LEARNING INC / GA	BOOKS	406.26	406.26	-	-
20240613	650704 CHRISTOPHER ROSEMEIER	REIMBURSEMENT	148.56	148.56	-	-
20240613	650705 CINTAS CORPORATION #394	WEARING APPAREL- UNIFORMS	819.55	819.55	-	-
20240613	650707 COMM.OF REVENUE ASSOC. OF	TRAVEL EXPENSES	1,500.00	1,500.00	-	-
20240613	650709 D.R. HORTON INC.	TAX REFUND	157.50	157.50	-	-
20240613	650710 DEBORAH ZIMMERMAN	TAX REFUND	835.56	835.56	-	-
20240613	650711 DEERFIELD RURITAN CLUB	MOWING	600.00	600.00	-	-
20240613	650712 DEERFIELD VOL.FIRE DEPT.	APPARATUS/EQUIP.-MAINT. & REPAIRS	2,362.26	2,362.26	-	-
20240613	650713 DEREK HARTMAN	MOTOR VEHICLE MAINT. & SUPPLIES	61.56	61.56	-	-
20240613	650714 DIVERSIFIED ENVIRONMENTAL	CONTRACTED REPAIRS AND MAINTENANCE	1,150.00	1,150.00	-	-
20240613	650715 DOMINION ENERGY VIRGINIA	ELECTRIC	11,751.56	10,044.04	1,707.52	-
20240613	650716 DOMINION OUTDOORS INC	AMMO RANGE SUPPLIES	53.01	53.01	-	-
20240613	650719 EAST COAST EMERGENCY	VEHICLE DEPRECIATION ACCOUNT	19,044.66	-	-	19,044.66
20240613	650720 EMMALEE EDWARDS	REIMBURSEMENT	33.23	33.23	-	-
20240613	650723 FRIENDS OF AUGUSTA COUNTY	REIMBURSEMENT	421.71	421.71	-	-
20240613	650724 FUN ENTERPRISES INC.	EVENT SUPPLIES	750.00	750.00	-	-
20240613	650725 GARRY HOLMBERG	REIMBURSEMENT	421.75	421.75	-	-
20240613	650726 GENSERV LLC	CONTRACTED REPAIRS AND MAINTENANCE	400.00	400.00	-	-
20240613	650727 GEORGE PRICE	REIMBURSEMENT	26.00	26.00	-	-
20240613	650728 GRUVER CONSTRUCTION LLC	MOWING	300.00	300.00	-	-
20240613	650729 HARRISONBURG HONDA, HYUNDA	MOTOR VEHICLE MAINT. & SUPPLIES	17,500.00	17,500.00	-	-
20240613	650730 HOLLY M RASHEED	REIMBURSEMENT	570.69	-	-	570.69
20240613	650731 INGRAM LIBRARY SERVICES	BOOKS	437.19	437.19	-	-
20240613	650732 JOHN BENNER	REIMBURSEMENT	278.99	278.99	-	-
20240613	650734 KYLE POWERS	REIMBURSEMENT	529.20	-	-	529.20
20240613	650735 LABORATORY CORPORATION OF	PHYSICALS	31.50	31.50	-	-
20240613	650736 LENOVO	EQUIPMENT	2,387.40	2,387.40	-	-
20240613	650737 LINDE GAS & EQUIPMENT INC	BUILDING MAINT. SERVICE CONTRACTS	30.80	30.80	-	-
20240613	650738 LOWES COMPANIES, INC.	BUILDING REPAIR & MAINTENANCE SUPP.	2,700.04	2,700.04	-	-
20240613	650739 MAINMICRO TECHNOLOGIES CO	EMERGENCY COMMUNICATIONS	2,600.00	-	-	2,600.00
20240613	650740 MANSFIELD OIL COMPANY	FUEL PURCHASE	22,636.84	22,561.85	-	74.99
20240613	650741 MAY SUPPLY	BUILDING REPAIRS & MAINTENANCE SUPP.	191.11	191.11	-	-
20240613	650742 MG-W TELEPHONE	TELEPHONE SERVICE	1,018.00	1,018.00	-	-
20240613	650744 MICHELLE FIX	REIMBURSEMENT	194.09	194.09	-	-
20240613	650745 MOTOROLA SOLUTIONS INC	TELEPHONE	1,947.75	1,947.75	-	-
20240613	650746 OUTDOOR ENTERPRISES	GROUNDS MAINTENANCE SERVICE CONTR.	2,255.70	2,255.70	-	-
20240613	650747 PAUL OBAUGH FORD INC	MOTOR VEHICLE MAINT. & SUPPLIES	118.45	118.45	-	-
20240613	650748 PBMARES LLP	TREASURER TURNOVER AUDIT	6,200.00	6,200.00	-	-

20240613	650749 PINE KNOT PROJECTS	PROFESSIONAL SERVICE	495.19	-	-	495.19
20240613	650750 POSTMASTER	PO BOX RENTAL	410.00	410.00	-	-
20240613	650751 PRINTER CONNECTION, INC	MAINT SVC CONTRACTS	995.00	995.00	-	-
20240613	650752 PRO QUALITY CLEANING	CLEANING SERVICE	2,335.00	2,335.00	-	-
20240613	650753 RAM SOFTWARE SYSTEMS INC	COMPUTER SOFTWARE	721.00	-	-	721.00
20240613	650754 RAPHINE VOL. FIRE DEPT	CONTRIBUTION	58,420.00	58,420.00	-	-
20240613	650755 RAY E KISAMORE	RESALE ITEMS	350.00	350.00	-	-
20240613	650756 REBEKAH CASTLE	REIMBURSEMENT	209.13	209.13	-	-
20240613	650757 RIVER HILL GARDENS FLORIS	PROFESSIONAL SERVICE	85.00	85.00	-	-
20240613	650758 ROCIC	DUES	300.00	300.00	-	-
20240613	650759 SECURITY INNOVATIONS, INC	GOVERNMENT CENTER SECURITY	120.00	-	-	120.00
20240613	650760 SHADED BY J WINDOW TINTIN	MOTOR VEHICLE MAINT. & SUPPLIES	675.00	675.00	-	-
20240613	650761 SHAMROCK TIRE & AUTO	MOTOR VEHICLE MAINT. & SUPPLIES	1,599.30	1,599.30	-	-
20240613	650762 SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	1,294.55	1,294.55	-	-
20240613	650763 SHENANDOAH AWARDS	WEARING APPAREL	525.85	525.85	-	-
20240613	650764 SHENANDOAH SIGN CO	RECOGNITION & TRAINING EXPENSES	280.00	280.00	-	-
20240613	650765 SHENANDOAH VALLEY ANIMAL	DMV PLATES FUND FY23	2,651.75	2,651.75	-	-
20240613	650766 SHENANDOAH VALLEY ELECTRI	RENT	11,668.71	11,668.71	-	-
20240613	650767 SHENTEL	TELEPHONE SERVICES	1,256.68	1,256.68	-	-
20240613	650768 SHI INTERNATIONAL CORP	ECC/P&R RENOVATION PROJECT	300.86	-	-	300.86
20240613	650769 SKANSKA USA BUILDINGS INC	COUNTY COURTHOUSE	50,000.00	-	-	50,000.00
20240613	650770 SMILEY'S ICE CREAM, LLC	EVENT SUPPLIES	345.00	345.00	-	-
20240613	650771 SMOOTH ATHLETICS LTD	CRIME PREVENTION SUPPLIES	11,294.00	11,294.00	-	-
20240613	650773 SUSAN KILLINGSWORTH	REIMBURSEMENT	124.62	124.62	-	-
20240613	650774 TIMOTHY BYRD	REIMBURSEMENT	15.28	15.28	-	-
20240613	650775 TIMOTHY MARTIN	REIMBURSEMENT	3,246.05	-	-	3,246.05
20240613	650776 TREASURER OF VA	STORMWATER FEES	2,968.00	2,968.00	-	-
20240613	650777 TREASURER OF VIRGINIA	TELEPHONE SERVICE	231.46	230.71	0.75	-
20240613	650779 ULINE	FURNITURE & FIXTURES	5,926.08	5,926.08	-	-
20240613	650780 VALLEY POOL & SPA	REPAIR & MAIN.-POOLS	40.77	40.77	-	-
20240613	650781 VERIZON	TELEPHONE SERVICES	14,572.51	14,349.02	223.49	-
20240613	650782 VERONA CAR CARE INC	TOWING SERVICE	275.00	275.00	-	-
20240613	650783 VESTIS GROUP, INC.	OFFICE SUPPLIES	61.80	61.80	-	-
20240613	650784 VET. EMERGENCY SERV. INC.	VETERINARY SERVICES	785.41	785.41	-	-
20240613	650785 VIRGINIA DEPARTMENT OF	VETERINARY SERVICE	686.50	686.50	-	-
20240613	650786 WILLIAM SUKOVICH	REIMBURSEMENT	899.35	-	-	899.35
20240613	650787 COMCAST	INTERNET	240.47	240.47	-	-
20240613	650788 COMCAST	INTERNET	113.35	113.35	-	-
20240613	650789 LUMOS	TELEPHONE SERVICE	73.04	73.04	-	-
20240613	650790 LUMOS	TELEPHONE SERVICE	79.19	79.19	-	-
20240613	650791 LUMOS	TELEPHONE SERVICE	983.13	983.13	-	-

20240613	650792 LUMOS	TELEPHONE SERVICE	47.06	-	47.06	-
20240613	650793 COMCAST	INTERNET	40.00	40.00	-	-
20240613	650794 AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	224.27	-	-	224.27
20240613	650795 AUGUSTA COUNTY SERVICE	SEWAGE DISPOSAL	175.73	-	-	175.73
20240613	650796 AUGUSTA REGIONAL SPCA, IN	VETERINARY SERVICES	1,770.00	-	-	1,770.00
20240613	650797 COX CONSTRUCTION & PLUMBI	REPAIRS & MAINTENANCE	352.50	-	-	352.50
20240613	650798 EVERVET WAYNESBORO JV, LL	VETERINARY SERVICES	404.43	-	-	404.43
20240613	650799 HILL'S PET NUTRITION SALE	PET FOOD	554.43	-	-	554.43
20240613	650800 LUMOS	TELEPHONE SERVICE	153.66	-	-	153.66
20240621	651770 ALLIANCE VEHICLE SOLUTION	VEHICLE DEPRECIATION ACCOUNT	13,925.88	723.05	-	13,202.83
20240621	651772 AMAZON CAPITAL SERVICES	BUILDING REPAIR & MAINTENANCE SUPP.	2,177.41	2,177.41	-	-
20240621	651773 AMERICAN BUSINESS FORMS,	POSTAGE & OFFICE SUPPLIES	325.49	325.49	-	-
20240621	651775 AMY THORNTON	BROADBAND COM MEMBER	150.00	150.00	-	-
20240621	651776 ANNE GORDON	P&R COMMISSION MEMBER	250.00	250.00	-	-
20240621	651777 APPRAISAL GROUP, INC	PROFESSIONAL SERVICE	812.50	812.50	-	-
20240621	651779 ATKINS AUTOMOTIVE CO.,INC	BUILDING REPAIR & MAINTENANCE SUPP.	18.19	18.19	-	-
20240621	651780 AUGUSTA CO-OP FARM BUREAU	REPAIR & MAINT.-SHOP/EASEMENT	241.92	241.92	-	-
20240621	651781 AUGUSTA COUNTY GENERAL	PUBLIC DEFENDER	290.00	290.00	-	-
20240621	651782 AUGUSTA COUNTY SERVICE	WATER & SEWER	141.22	141.22	-	-
20240621	651783 AUGUSTA PETRO COOP INC	FUEL PURCHASE	333.27	333.27	-	-
20240621	651786 BEVERAGE TRACTOR &	POWER EQUIPMENT MAINT & SUPPLIES	35.99	35.99	-	-
20240621	651788 CALEB S KRAMER	REIMBURSEMENT	32.54	32.54	-	-
20240621	651790 CANDY HENSLEY	GOVERNMENT CENTER EXPANSION	87.66	-	-	87.66
20240621	651793 CENGAGE LEARNING INC / GA	BOOKS	20.79	20.79	-	-
20240621	651794 CENTRAL SHEN.EMS COUNCIL	PROGRAM SUPPLIES	85.00	85.00	-	-
20240621	651795 CHRISTOPHER ROSEMEIER	REIMBURSEMENT	75.92	75.92	-	-
20240621	651796 CINTAS CORPORATION #394	MAINTENANCE SERVICE CONTRACTS	395.22	395.22	-	-
20240621	651798 COBB TECHNOLOGIES	MAINTENANCE SERVICE CONTRACT	1,155.25	1,155.25	-	-
20240621	651799 COLONIAL AUTO CENTER	APPARATUS/EQUIP.-MAINT. & REPAIRS	368.43	368.43	-	-
20240621	651800 COMM.OF REVENUE ASSOC. OF	DUES	525.00	525.00	-	-
20240621	651801 COMPLETE CARE OF VA	CONTRACTED REPAIRS AND MAINTENANCE	115.00	115.00	-	-
20240621	651807 CURE, INC	ADVERTISING	1,458.00	1,458.00	-	-
20240621	651808 CUSTOM DELIVERIES OF VA	COURIER SERVICE	1,265.00	1,265.00	-	-
20240621	651810 DAVID KIRBY	BROADBAND COM MEMBER	100.00	100.00	-	-
20240621	651814 DMV	FEE ON DMV STOPS FOR DEL. PER. PROP.	1,150.00	1,150.00	-	-
20240621	651815 DOMINION ENERGY VIRGINIA	ELECTRIC	3,684.53	225.99	3,458.54	-
20240621	651816 ECS MID-ATLANTIC, LLC	COUNTY COURTHOUSE	9,342.00	-	-	9,342.00
20240621	651818 FERGUS HUGHES	REIMBURSEMENT	142.76	142.76	-	-
20240621	651821 FRANCIS A PYANOE, III	VCSB BOARD COMMISSIONS	250.00	250.00	-	-
20240621	651822 GANNETT MEDIA CORP	ADVERTISING	1,769.68	1,769.68	-	-
20240621	651824 GEORGE A. COYNER, II	BZA MEMBER	400.00	400.00	-	-

20240621	651825	GEORGE PRICE	REIMBURSEMENT	48.45	48.45	-	-
20240621	651827	GRANITE TELECOMMUNICATION	TELEPHONE SERVICE	528.66	528.66	-	-
20240621	651829	GTP ACQUISITION PARTNERS	TOWER RENT	4,569.32	4,569.32	-	-
20240621	651840	IDIEHL TIRE	APPARATUS/EQUIP.-MAINT. & REPAIRS	105.58	105.58	-	-
20240621	651841	INGRAM LIBRARY SERVICES	BOOKS	5,532.27	5,532.27	-	-
20240621	651842	INTERNATIONAL CODE	OFFICE SUPPLIES	572.25	572.25	-	-
20240621	651843	JANICE OAKLEY	REIMBURSEMENT	94.32	94.32	-	-
20240621	651844	JOHNSON CONTROLS FIRE	CONTRACTED REPAIRS AND MAINTENANCE	1,259.06	1,259.06	-	-
20240621	651850	KNOW INK	PRIMARY ELECTIONS	270.00	270.00	-	-
20240621	651851	KYLE LEONARD	PLAN COM MEMBER	375.00	375.00	-	-
20240621	651852	LARRY E POWELL	BROADBAND COM MEMBER	100.00	100.00	-	-
20240621	651853	LARRY HOWDYSHELL	PLAN COM MEMBER	375.00	375.00	-	-
20240621	651856	LEONARD ALUMINUM	MOTOR VEHICLE MAINT. & SUPPLIES	20.00	20.00	-	-
20240621	651857	LETTIE STICKLEY	REIMBURSEMENT	13.35	13.35	-	-
20240621	651858	LEXIS NEXIS MATTHEW	LAW BOOKS	357.80	357.80	-	-
20240621	651859	LOUIE MILLER	BROADBAND COM MEMBER	150.00	150.00	-	-
20240621	651860	MARK LEWIS GLOVER	BZA MEMBER	600.00	600.00	-	-
20240621	651865	MERRY MAIDS	CLEANING SERVICE	250.00	250.00	-	-
20240621	651866	MONICA RUTLEDGE	BZA MEMBER	400.00	400.00	-	-
20240621	651868	NOLAND COMPANY	BUILDING REPAIR & MAINTENANCE SUPP.	126.36	126.36	-	-
20240621	651869	OFFICE PRODUCTS	FURNITURE & FIXTURES	4,770.00	2,640.00	-	2,130.00
20240621	651877	PINE KNOT PROJECTS	PROFESSIONAL SERVICE	1,431.37	855.00	-	576.37
20240621	651879	QUICK-LIVICK, INC.	PROGRAM SUPPLIES	1,550.00	1,550.00	-	-
20240621	651881	RANDALL HARRIS	PLAN COM MEMBER	375.00	375.00	-	-
20240621	651882	REDDY ICE	RESALE ITEMS	443.52	443.52	-	-
20240621	651884	RELX INC. DBA LEXISNEXIS	DUES & SUBSCRIPTIONS	351.75	351.75	-	-
20240621	651886	ROBERT L THOMAS III	PLAN COM MEMBER	375.00	375.00	-	-
20240621	651890	SHAMROCK TIRE & AUTO	MOTOR VEHICLE MAINT. & SUPPLIES	3,561.07	3,561.07	-	-
20240621	651892	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	1,012.21	1,012.21	-	-
20240621	651893	SHENANDOAH SIGN CO	PRIMARY ELECTIONS	730.00	730.00	-	-
20240621	651894	SHENTEL	TELEPHONE SERVICE	333.21	333.21	-	-
20240621	651895	SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	710.20	409.34	-	300.86
20240621	651898	SKY PICS, LLC	VTC ARPA FUNDS (CFDA 21.027)	1,000.00	-	-	1,000.00
20240621	651900	SOSCIA & CO. INC.	CONTRACT SERVICES	210.00	210.00	-	-
20240621	651901	STAPLES	OFFICE SUPPLIES	2,546.01	2,546.01	-	-
20240621	651902	STAUNTON VETERINARY CLINI	VETERINARY SERVICE	131.31	131.31	-	-
20240621	651903	SUMMERTIME TRADITIONS	GROUND MAINT SVC CONTRACTS	14,800.00	14,800.00	-	-
20240621	651904	THE NEWS VIRGINIAN	ADVERTISING	1,389.95	1,389.95	-	-
20240621	651905	THE POLICE & SHERIFFS PRE	OFFICE SUPPLIES	17.60	17.60	-	-
20240621	651906	THOMAS V THACKER	BZA MEMBER	600.00	600.00	-	-
20240621	651907	THOMAS W BAILEY JR	BZA MEMBER	600.00	600.00	-	-

20240621	651908	TIMBERLAKE, SMITH, THOMAS	PROFESSIONAL SERVICES	9,900.90	9,900.90	-	-
20240621	651909	TIMOTHY K FITZGERALD,	PETTY CASH	45.00	45.00	-	-
20240621	651910	TRANSUNION RISK &	DUES	355.60	355.60	-	-
20240621	651911	TRAVIS BECKMAN	REIMBURSEMENT	50.00	50.00	-	-
20240621	651912	TREASURER OF VA	STORMWATER FEE	448.00	448.00	-	-
20240621	651913	TREASURER OF VIRGINIA	CORONER SERVICE	20.00	20.00	-	-
20240621	651914	TRIZETTO PROVIDER SOLUTIO	REVENUE RECOVERY	223.80	-	-	223.80
20240621	651916	U.S. BANK	BONDS	2,475.00	-	-	2,475.00
20240621	651917	ULINE	FURNITURE & FIXTURES	545.46	545.46	-	-
20240621	651918	UNIVERSITY OF VIRGINIA	DUES & SUBSCRIPTIONS	175.00	175.00	-	-
20240621	651919	VALLEY POOL & SPA	REPAIR & MAINT.- POOLS	76.48	76.48	-	-
20240621	651920	VERIZON	TELEPHONE SERVICE	4,718.34	4,718.34	-	-
20240621	651921	VESTIS GROUP, INC.	OFFICE SUPPLIES	61.80	61.80	-	-
20240621	651923	VIRGINIA WEMMERUS	REIMBURSEMENT	398.78	398.78	-	-
20240621	651928	WILLIAM SCHINDLER	PLAN COM MEMBER	375.00	375.00	-	-
20240621	651930	YOUNG'S MECHANICAL SOLUTI	BUILDING SINKING FUND	15,155.00	-	-	15,155.00
20240621	651931	COLUMBIA GAS	GAS CONSUMPTION	33.29	33.29	-	-
20240621	651932	COMCAST	INTERNET	2,598.73	2,598.73	-	-
20240621	651933	COLOSSEUM REMODELING, LLC	REFUND	963.75	963.75	-	-
20240621	651934	LORI THOMASON	REFUND	108.21	108.21	-	-
20240621	651935	AUGUSTA COUNTY SERVICE	SEWAGE DISPOSAL	162.20	-	-	162.20
20240621	651936	EVERVET WAYNESBORO JV, LL	VETERINARY SERVICE	2,505.23	-	-	2,505.23
20240621	651937	HILL'S PET NUTRITION SALE	PET FOOD	889.14	-	-	889.14
20240621	651938	REPUBLIC SERVICES #410	WASTE COLLECTION	731.31	-	-	731.31
20240621	651939	SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	165.98	-	-	165.98
20240621	651940	SMOOTH ATHLETICS LTD	WEARING APPAREL	465.00	-	-	465.00
20240628	651992	BUSINESS CARD	CREDIT CARD CHARGES	20,634.14	20,619.14	15.00	-
20240628	651993	ADT SECURITY CORPORATION	REPAIRS & MAINT. SUPPLIES- BLDGS.	85.49	85.49	-	-
20240628	651994	ALLIANCE VEHICLE SOLUTION	VEHICLE SINKING FUND	9,895.62	-	-	9,895.62
20240628	651995	AMAZON CAPITAL SERVICES	LIBRARY MATERIALS & SUPPLIES	5,336.36	5,336.36	-	-
20240628	651996	AMERICAN BUSINESS FORMS,	POSTAGE & OFFICE SUPPLIES	16,045.19	16,045.19	-	-
20240628	651997	AMERICAN PEST MANAGEMENT	PEST CONTROL	28.95	28.95	-	-
20240628	651998	AT&T	TELEPHONE SERVICE	96.02	96.02	-	-
20240628	651999	ATKINS AUTOMOTIVE CO.,INC	APPARATUS/EQUIP.-MAINT. & REPAIRS	20.02	20.02	-	-
20240628	652000	ATLANTIC EMERGENCY	EQUIPMENT	2,385.95	2,385.95	-	-
20240628	652001	AUGUSTA CO-OP FARM BUREAU	GROUNDS REPAIR & MAINT. SUPPLIES	29.85	29.85	-	-
20240628	652002	AUGUSTA COUNTY FIRE DEPT.	CONTRIBUTION	23,791.00	23,791.00	-	-
20240628	652004	AUGUSTA COUNTY SCH.BOARD	BUILDING REPAIR & MAINT. SUPPLIES	134.24	100.08	-	34.16
20240628	652005	AUGUSTA COUNTY SERVICE	WATER & SEWER	43.32	43.32	-	-
20240628	652006	AUGUSTA HEALTH	PHYSICALS	1,794.00	1,794.00	-	-
20240628	652007	AUGUSTA HEALTH FOUNDATION	SANE GRANT SALARY REIMBURSEMENT	10,140.00	10,140.00	-	-

20240628	652010 BEVERAGE TRACTOR &	POWER EQUIPMENT MAINT & SUPPLIES	78.13	78.13	-	-
20240628	652011 BOUND TREE MEDICAL, LLC	EMS SUPPLIES	2,427.05	2,427.05	-	-
20240628	652012 BUILDERS FIRSTSOURCE	BUILDING REPAIR & MAINTENANCE SUPP.	33.38	33.38	-	-
20240628	652015 CENTRAL SHEN.EMS COUNCIL	TRAINING MATERIALS	30.00	30.00	-	-
20240628	652016 CHURCHVILLE VOL.FIRE DEPT	CONTRIBUTION	63,268.00	83,268.00	-	(20,000.00)
20240628	652017 CINTAS CORPORATION #394	JANITORIAL SUPPLIES	571.49	571.49	-	-
20240628	652018 CITY OF STAUNTON	WATER & SEWER	188.10	188.10	-	-
20240628	652021 DOMINION ENERGY VIRGINIA	ELECTRIC	6,291.00	5,552.70	738.30	-
20240628	652022 DOMINION OUTDOORS INC	AMMO RANGE SUPPLIES	11,460.00	11,460.00	-	-
20240628	652023 ENNIS INC./MAJOR BUSINESS	POLICE SUPPLIES	184.72	184.72	-	-
20240628	652026 ERIN GNIDZIEJKO-SMITH	GART	600.00	600.00	-	-
20240628	652029 HARRISONBURG HONDA, HYUNDA	MOTOR VEHICLE MAINT. & SUPPLIES	438.95	438.95	-	-
20240628	652035 IDIEHL TIRE	APPARATUS/EQUIP.- MAINT. & REPAIRS	52.79	52.79	-	-
20240628	652036 INGRAM LIBRARY SERVICES	BOOKS	561.84	561.84	-	-
20240628	652037 INTERSTATE ALL-BATTERY	FIRE PREVENTION	106.80	106.80	-	-
20240628	652038 JAIME MARSHALL	REIMBURSEMENT	25.00	25.00	-	-
20240628	652044 LAWSON PRODUCTS INC	BUILDING REPAIR & MAINTENANCE SUPP.	76.94	76.94	-	-
20240628	652045 LEICA GEOSYSTEMS, INC.	DUES & SUBSCRIPTIONS	2,600.00	2,600.00	-	-
20240628	652047 MANSFIELD OIL COMPANY	FUEL PURCHASE	21,695.25	21,645.56	-	49.69
20240628	652051 MILLER MACHINE & TOOL CO.	EQUIPMENT	8,250.00	8,250.00	-	-
20240628	652053 NATIONAL POOLS	REPAIR & MAINT.-POOLS	1,673.00	1,673.00	-	-
20240628	652056 OFFICE PRODUCTS	OFFICE SUPPLIES	250.00	250.00	-	-
20240628	652057 PLATINUM EDUCATIONAL GRP	TRAINING MATERIALS	500.00	500.00	-	-
20240628	652063 RICHARD VICTOR	REIMBURSEMENT	14.99	-	-	14.99
20240628	652064 ROBERT BRIGHT	REIMBURSEMENT	129.97	129.97	-	-
20240628	652066 S & W HOME APPLIANCE CORP	FURNITURE & FIXTURES	1,300.00	1,300.00	-	-
20240628	652067 SELECT SPECIALTY PRODUCTS	JANITORIAL SUPPLIES	358.20	358.20	-	-
20240628	652068 SHAMROCK TIRE & AUTO	MOTOR VEHICLE MAINT. & SUPPLIES	10,363.17	10,363.17	-	-
20240628	652070 SHEN.VALLEY OFFICE EQUIP.	OFFICE SUPPLIES	541.98	541.98	-	-
20240628	652071 SHERANDO LYNDHURST	INFRASTRUCTURE- SOUTH RIVER	7,397.00	-	-	7,397.00
20240628	652072 SHI INTERNATIONAL CORP	INFORMATION TECHNOLOGY	409.34	-	-	409.34
20240628	652073 SMOOTH ATHLETICS LTD	WEARING APPAREL	1,585.00	1,585.00	-	-
20240628	652074 SRG INC ENGINEERING SOLUT	MAINTENANCE SERVICE CONTRACTS	7,222.50	7,222.50	-	-
20240628	652076 STAUNTON VETERINARY CLINI	VETERINARY SERVICES	238.22	238.22	-	-
20240628	652079 TAMMY SEAY	REIMBURSEMENT	25.00	25.00	-	-
20240628	652081 TIMECLOCK PLUS	MAINTENANCE CONTRACTS	5,057.92	5,057.92	-	-
20240628	652082 TULSA O'SHEA	SANE GRANT SALARY REIMBURSEMENT	275.00	275.00	-	-
20240628	652083 TYLER TECHNOLOGIES, INC.	FINANCIAL SOFTWARE	101,140.95	-	-	101,140.95
20240628	652084 UNITED PARCEL SERVICE	POSTAGE	55.85	-	55.85	-
20240628	652085 VALLEY POOL & SPA	REPAIR & MAINT.-POOLS	206.51	206.51	-	-
20240628	652086 VERIZON	TELEPHONE SERVICE	146.58	146.58	-	-

20240628	652087	VERONA CAR CARE	ADMIN. VEHICLE MAINT. & REPAIRS	139.48	139.48	-	-
20240628	652088	VESTIS GROUP, INC.	JANITORIAL SUPPLIES	123.60	123.60	-	-
20240628	652089	VET. EMERGENCY SERV. INC.	VETERINARY SERVICE	254.49	254.49	-	-
20240628	652091	WALKERS CREEK VOL. FIRE	CONTRIBUTION	17,576.08	17,576.08	-	-
20240628	652092	WEYERS CAVE VOL.FIRE DEPT	CONTRIBUTION	71,376.40	91,376.40	-	(20,000.00)
20240628	652095	XEROX FINANCIAL SERVICES	OFFICE SUPPLIES	1,086.00	1,086.00	-	-
20240628	652096	YOUNG'S MECHANICAL SOLUTI	CONTRACTED REPAIRS AND MAINTENANCE	6,121.44	1,138.75	-	4,982.69
20240628	652098	COLUMBIA GAS	GAS CONSUMPTION	124.70	124.70	-	-
20240628	652099	COLUMBIA GAS	GAS CONSUMPTION	42.80	42.80	-	-
20240628	652100	COLUMBIA GAS	GAS CONSUMPTION	1,494.62	1,375.05	119.57	-
20240628	652101	COLUMBIA GAS	GAS CONSUMPTION	124.18	32.29	91.89	-
20240628	652102	COLUMBIA GAS	GAS CONSUMPTION	83.11	83.11	-	-
20240628	652103	COLUMBIA GAS	GAS CONSUMPTION	60.32	60.32	-	-
20240628	652104	COLUMBIA GAS	GAS CONSUMPTION	33.79	33.79	-	-
20240628	652105	COLUMBIA GAS	GAS CONSUMPTION	193.35	193.35	-	-
20240628	652106	COLUMBIA GAS	GAS CONSUMPTION	88.15	88.15	-	-
20240628	652108	COMCAST	INTERNET	104.85	104.85	-	-
20240628	652109	COMCAST	INTERNET	113.35	113.35	-	-
20240628	652110	COMCAST	INTERNET	105.64	105.64	-	-
20240628	652111	COMCAST	INTERNET	104.85	104.85	-	-
20240628	652112	COMCAST	INTERNET	249.07	249.07	-	-
20240628	652113	COMCAST	INTERNET	205.70	205.70	-	-
20240628	652114	COMCAST	INTERNET	106.85	106.85	-	-
20240628	652115	COMCAST	INTERNET	106.85	106.85	-	-
20240628	652116	COMCAST	INTERNET	94.85	94.85	-	-
20240628	652117	COMCAST	INTERNET	109.85	109.85	-	-
20240628	652118	COMCAST	INTERNET	89.90	89.90	-	-
20240628	652119	STERICYCLE, INC.	SHREDDING SERVICE	66.22	66.22	-	-
20240628	652120	AMAZON CAPITAL SERVICES	OFFICE USPLIES	100.98	-	-	100.98
20240628	652121	AUGUSTA COUNTY SERVICE	WATER SERVICE	404.57	-	-	404.57
20240628	652122	EVERVET WAYNESBORO JV, LL	VETERINARY SERVICE	97.48	-	-	97.48
20240628	652123	FIRST CITIZENS BANK	CREDIT CARD CHARGES	4,092.09	-	-	4,092.09
20240628	652124	HILL'S PET NUTRITION SALE	PET FOOD	505.06	-	-	505.06
20240628	652125	JOHNSONS LANDSCAPING	MOWING	600.00	-	-	600.00
20240628	652126	WESTWOOD ANIMAL HOSPITAL	VETERINARY SERVICE	388.35	-	-	388.35
TOTALS				5,764,830.52	1,267,078.65	95,761.01	4,401,990.86



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Administrator's Office

STAFF MEMBER: Jennifer Whetzel

DATE OF REQUEST: July 15, 2024

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

Virginia has elected to participate in the national opioid settlements with Kroger. The County may participate in each settlement in which Virginia has elected to participate. The County participated in the national opioid settlements with Johnson & Johnson/Janssen or the three Distributors (Cardinal, AmerisourceBergen, and McKesson), Teva, Allergan, CVS, Walgreens, and Walmart. The County will need to "opt in" to participate in the new settlement by August 12, 2024. Staff recommends inclusion in the settlement.

ATTACHMENTS:

[National Opioid Settlement Notice - Kroger.pdf](#)

[Opioid Resolution with Kroger.pdf](#)

Jennifer Whetzel

From: National Opioid Settlements Implementation Administrator
<opioidsparticipation@rubris.com>
Sent: Thursday, May 30, 2024 3:44 PM
To: Jennifer Whetzel
Cc: James Benkahla
Subject: [EXTERNAL]NEW NATIONAL OPIOID SETTLEMENT NOTICE - Kroger Co. - RefNum CL-798673
Attachments: national_opioid_settlement_notice_settlement_overview.pdf

*** CAUTION ***

This message came from an EXTERNAL address. DO NOT click on links or attachments unless you know the sender and the content is safe.

To: Augusta County, VA
Rubris Reference Number: CL-798673

**NOTICE OF NEW NATIONAL OPIOID SETTLEMENT
AND UPCOMING ACTION NEEDED TO PARTICIPATE**

A new national opioid settlement has been reached with **Kroger Co.** This is the formal notice required by the settlement and authorized by the parties.

Please read this email and the attached document carefully.

You are receiving this notice because your state has elected to participate in the national opioid settlement with **Kroger Co.** The list of states participating in the settlement can be found at <https://nationalopioidsettlement.com>.

Your subdivision might have participated in the national opioid settlements with Johnson & Johnson/Janssen, the three Distributors (Cardinal, AmerisourceBergen (Cencora), and McKesson), Teva, Allergan, CVS, Walgreens, and Walmart.

This notice concerns the opportunity to participate in the **new** settlement with the **new** Settling Defendant (**Kroger Co.**). Your subdivision or special district may participate in the new settlement whether or not it sued Kroger Co.

In the next few weeks, you will receive additional information and documentation to sign and return if you wish to join the new national opioid settlement with **Kroger Co.**. Please review the list of individuals on this email and contact the Implementation Administrator at opioidsparticipation@rubris.com if someone else at your subdivision or special district should receive communications about this settlement.

Your subdivision or special district must "opt in" to participate in the new settlements. To do so, you must sign and return the documentation that you will be receiving in the next few weeks.

The deadline to return the required documentation is August 12, 2024. *Documentation submitted for prior national settlements is not applicable to the new settlement.*

The attached document provides additional information concerning the new national opioid settlement involving **Kroger Co.**

Questions about this notice or the process for receiving and submitting the required Settlement Participation Forms may be directed to your attorney, the Implementation Administrator at opioidsparticipation@rubris.com, or your Attorney General's Office

If your subdivision or special district is represented by an attorney with respect to opioid claims and they are not copied on this message, please immediately contact them concerning this notice.

Thank you,

National Opioid Settlements Implementation Administrator
National Kroger Settlement

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.





RESOLUTION

A RESOLUTION OF THE AUGUSTA COUNTY BOARD OF SUPERVISORS APPROVING OF THE COUNTY'S PARTICIPATION IN THE PROPOSED SETTLEMENT OF OPIOID-RELATED CLAIMS AGAINST KROGER AND ITS RELATED CORPORATE ENTITIES, AND DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE SETTLEMENT

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts the Commonwealth of Virginia and its counties and cities, including the County of Augusta, by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Augusta County's various departments and agencies; and

WHEREAS, the Commonwealth of Virginia and its counties and cities, including Augusta County, have been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of the Commonwealth and Augusta County; and

WHEREAS, a settlement proposal has been negotiated that will cause Kroger to pay over a billion dollars nationwide to resolve opioid-related claims against it; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with Kroger shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen, opioid manufacturers Janssen Pharmaceuticals, Teva Pharmaceuticals, and Allergan, and retail pharmacy chains CVS, Walgreens, and Walmart;

WHEREAS, the County Attorney outside counsel] has reviewed the available information about the proposed settlement and has recommended that the County participate in the settlement in order to recover its share of the funds that the settlement would provide;

NOW THEREFORE BE IT RESOLVED that the Augusta County Board of Supervisors, this 24th day of July, 2024, approves of the County's participation in the proposed settlement of opioid-related claims against Kroger and its related corporate entities, and directs the County Attorney and/or the County's outside counsel to execute the documents necessary to effectuate the County's participation in the settlement, including the required release of claims against Kroger.

Adopted: July 24, 2024

Jeffrey Slaven, Chairman
Augusta County Board of Supervisor



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Crozet Tunnel Smart Scale Resolution.pdf](#)



A RESOLUTION OF SUPPORT FOR A SMART SCALE APPLICATION FOR CROZET TUNNEL TRAIL IN WAYNESBORO, VIRGINIA

WHEREAS, the City of Waynesboro has submitted a SMART SCALE application for a 1.3 mile shared use path running roughly parallel to US-250 from 1800 East Main Street, including a pedestrian tunnel underneath the Buckingham Branch rail line, to the western trail of the Blue Ridge Tunnel Phase III project; and,

WHEREAS, in conjunction with the previously funded East Main Street Shared Use Path, this project is intended to address Regional Network and Corridor of Statewide Significance needs by creating a continuous bike and pedestrian connection from Downtown Waynesboro to Route 6 in Afton, providing an alternative route to US-250 for non-motorized traffic; and,

WHEREAS, the Commonwealth of Virginia has adopted a project prioritization program under the SMART SCALE Program whereby transportation projects are selected for funding based on the cost-effectiveness of those projects to meet performance goals; and,

WHEREAS, a significant portion of this trail will be located in the jurisdiction of Augusta County and the trail will be a major recreational and economic development asset for properties in Augusta County;

NOW THEREFORE be it resolved that the Augusta County Board of Supervisors does hereby support the application by the City of Waynesboro, to compete for state and federal funding under the Smart Scale program.

Adopted: July 24, 2024

Jeffrey Slaven, Chairman
Augusta County Board of Supervisor



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Drought 2024.pdf](#)



Virginia Cooperative Extension
Augusta Extension Office
13 Government Center Lane
P.O. Box 590
Verona, VA 24482
540-245-5750 Fax: 540-245-5752
email: benner89@vt.edu

July 17, 2024

TO: Augusta County Board of Supervisors
FROM: John Benner and Doug Horn, Extension Agents
SUBJECT: Statement of Drought Conditions in Augusta County

The purpose of this letter is to provide information with regard to drought conditions on agricultural producers in Augusta County in 2024.

Augusta County has remained behind normal precipitation levels since the drought of 2023. Although the county did receive adequate moisture during the late winter and early spring, dry conditions returned in late May. According to the US Drought Monitor, over 98% of Augusta County has been rated D0 (abnormally dry conditions) for five straight weeks, and 100% of the county has been rated D1 (moderate drought) for three straight weeks, beginning June 25, 2024. As of July 9th, 100% of the county is now rated D2 (extreme drought). With no significant rainfall in the short-term forecast, conditions are expected to continue to worsen. Crop conditions for corn and soybeans indicate yields will be below average. Current pasture conditions across the county show at least a 30% reduction in forage production.

At this time, we believe the conditions have deteriorated to an extent that warrants action and request the Board of Supervisors adopt a resolution asking the Virginia Farm Service Agency Director to designate Augusta County as a drought disaster area. A disaster declaration may provide a means for those affected to qualify for some relief assistance.

Thank you very much for your attention to this matter. If you have any questions or require more information, please do not hesitate to contact us at the Augusta Extension office, 540-245-5750.

Sincerely,

A handwritten signature in black ink that reads 'John Benner'.

John Benner – Unit Coordinator, Extension Agent, Animal Science

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Extension is a joint program of Virginia Tech, Virginia State University, the U.S. Department of Agriculture, and state and local governments.

Virginia Cooperative Extension programs and employment are open to all, regardless of age, color, disability, gender, gender identity, gender expression, national origin, political affiliation, race, religion, sexual orientation, genetic information, veteran status, or any other basis protected by law. An equal opportunity/affirmative action employer.





DECLARATION OF A LOCAL EMERGENCY DROUGHT 2024

WHEREAS, there continue to be extremely dry conditions coupled with high temperatures throughout Augusta County, Virginia. Which have caused widespread agricultural issues and have the potential to affect private and municipal water supply, and;

WHEREAS, the conditions of the drought due to low precipitation and high temperatures necessitate the declaration of a local emergency pursuant to the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, codified at Code §§ 44-146.13 through 44-146.28.1.; and

WHEREAS, the potential of such an emergency necessitates the Declaration of a Local Emergency by the Director of Emergency Management, effective July 24, 2024; and it is

FURTHER DECLARED, that the Augusta County Emergency Operations Plan is now in effect along with Chapter 24-13 Drought Management of the Augusta County Code and that the powers, functions, and duties of the Emergency Management Coordinator and Emergency Services organization of Augusta County shall be those set forth in the laws of the Commonwealth of Virginia and the ordinances, resolutions, and approved plans of Augusta County to mitigate the effects of this emergency.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Augusta County

1. Confirms the declaration of a Local Emergency dated July 24, 2024; and
2. Approves and consents to all actions taken by the Emergency Management Coordinator and County staff pursuant to the Declaration of Local Emergency and the Augusta County Emergency Operations Plan; and
3. That the Augusta County Board of Supervisors hereby petitions Ronald M. Howell, Jr. Ed. D., State Executive Director, Virginia Farm Service Agency - USDA, to declare Augusta County a disaster area in order to provide the means for those affected to qualify for some relief assistance.

Adopted: July 24, 2024

Jeffrey Slaven, Chairman
Augusta County Board of Supervisor



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:


ATTACHMENTS:

[RH Infrastructure_Middlebrook Ruritans_stone.pdf](#)



Vulcan Construction Materials, LLC
 AUGUSTA
 327 LUCK STONE RD
 540-886-6758
 STAUNTON, VA 24401
 5408866942
 QC Contact: Heather Good

DANGER



PELIGRO

Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424


RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 7/15/2024	TIME 3:11PM	PLANT 2519-111 AUGUSTA	Ticket No 10343419
Note: When initialized below the aggregate shipped under this certificate has been tested and conforms to the requirements of VDOT except for crushed concrete and other non-specification products not listed in the VDOT standard specifications. Public weighmaster license State VA MIRANDA PAYNE			Expires Heather Good Vulcan Materials Company Invalid unless signed or initialed

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 95385 CK# CC4817		CUSTOMER PURCHASE ORDER: CASH		GOVT CONTRACT:		
CASH SALE - AUGUSTA		Cash Sales Nontaxable Augusta		PICKED UP		
ORDER: 1037519		RURITAN NATIONAL -PARKING LOT				
DESTINATION: CASH		JERRY JARVIS 540-480-8723				ZONE/MILES
PRODUCT: 14401 VA #21A						
COMMENTS:						
TRUCK SINGLE	SINGLE AXLE DUMP	CARRIER E999	CUSTOMER FOB - TRUCK			
LICENSE	Single Axle Dump	TRAILER ID NO	TRAILER ID NO			
FREIGHT TYPE A	AXLES 2	TARE DATE 07/15/2024	TARE EXPIRE 08/15/2024			
GROSS LBS (Scale 1)	TARE LBS (Scale 1)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
26,860	15,960	10,900	5.45	12.68	2	40,000
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT
12,183	7,239	4,944	4.94	11.50	3:06 pm	3:11PM
CASH SALE PER TON	MATERIAL 25.10	HAUL 0.00	OTHER CHARGES			
TOTAL	MATERIAL 136.80	HAUL 0.00	TAX 0.00	OTHER CHARGES 0.00	COD TOTAL 136.80	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

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Vulcan Materials Company

Vulcan Construction Materials, LLC
 AUGUSTA
 327 LUCK STONE RD
 540-886-6758
 STAUNTON, VA 24401
 5408866942
 QC Contact: Heather Good

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 7/18/2024	TIME 8:56AM	PLANT 2519-111 AUGUSTA	Ticket No 10343715
Note: When initialized below the aggregate shipped under this certificate has been tested and conforms to the requirements of VDOT except for crushed concrete and other non-specification products not listed in the VDOT standard specifications:		Heather Good	
Public weighmaster license State VA TRACEY WOOD		Expres Vulcan Materials Company	
Invalid unless signed or initialed			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 95385 CK# CC4817		CUSTOMER PURCHASE ORDER: JARVIS		GOVT CONTRACT:	
CASH SALE - AUGUSTA		Cash Sales Nontaxable Augusta		PICKED UP	
ORDER: 1037519	JARVIS	JARVIS		ZONE/MILES	
DESTINATION: JARVIS	JARVIS	JARVIS			
PRODUCT: 14401	VA #21A				
COMMENTS:					
TRUCK LICENSE FREIGHT TYPE A	SINGLE2 SINGLE2 Single Axle Dump AXLES 2	CARRIER TRAILER ID NO TARE DATE	E999 CUSTOMER FOB - TRUCK TRAILER ID NO TARE EXPIRE	08/18/2024	
GROSS LBS (Scale 1) 28,340	TARE LBS (Scale 1) 15,920	NET LBS 12,420	TONS 6.21	TONS TODAY 6.21	LOADS TODAY 1
GROSS KG 12,855	TARE KG 7,221	NET KG 5,634	NET MG 5.63	MG TODAY 5.63	IN PLANT 8:43 am
CASH SALE PER TON	MATERIAL 25.10	HAUL 0.00	OTHER CHARGES		
TOTAL	MATERIAL 155.87	HAUL 0.00	TAX 0.00	OTHER CHARGES 0.00	COD TOTAL 155.87
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.



Vulcan Construction Materials, LLC
 AUGUSTA
 327 LUCK STONE RD
 540-886-6758
 STAUNTON, VA 24401
 5408866942
 QC Contact: Heather Good

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 7/15/2024	TIME 2:02PM	PLANT 2519-111 AUGUSTA	Ticket No 10343410
Note: When initialized below the aggregate shipped under this certificate has been tested and conforms to the requirements of VDOT except for crushed concrete and other non-specification products not listed in the VDOT standard specifications: Public weighmaster license State VA MIRANDA PAYNE		Expires Heather Good Vulcan Materials Company	
Invalid unless signed or initialed			

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 95385 CK# CC4817		CUSTOMER PURCHASE ORDER: CASH		GOVT CONTRACT:	
CASH SALE - AUGUSTA		Cash Sales Nontaxable Augusta		PICKED UP	
ORDER: 1037519		RURITAN NATIONAL -PARKING LOT			
DESTINATION: CASH		JERRY JARVIS 540-480-8723			
PRODUCT: 14401 VA #21A					
COMMENTS:					
TRUCK SINGLE		SINGLE AXLE DUMP		CARRIER E999	
LICENSE		Single Axle Dump		CUSTOMER FOB - TRUCK	
FREIGHT TYPE A		AXLES 2		TRAILER ID NO	
				TRAILER ID NO	
				TARE DATE 07/15/2024	
				TARE EXPIRE 08/15/2024	
GROSS LBS (Scale 1)	TARE LBS (Scale 1)	NET LBS	TONS	TONS TODAY	LOADS TODAY
30,220	15,760	14,460	7.23	7.23	1
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT
13,708	7,149	6,559	6.56	6.56	1:59 pm
CASH SALE PER TON	MATERIAL 25.10	HAUL 0.00	OTHER CHARGES 0.00		
TOTAL	MATERIAL 181.47	HAUL 0.00			
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME
					COD TOTAL 181.47

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Vulcan Materials Company

Vulcan Construction Materials, LLC
 AUGUSTA
 327 LUCK STONE RD
 540-886-6758
 STAUNTON, VA 24401
 5408866942
 QC Contact: Heather Good

DANGER



PELIGRO

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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 7/15/2024	TIME 10:15AM	PLANT 2519-111 AUGUSTA	Ticket No 10343360
Note: When initialized below the aggregate shipped under this certificate has been tested and conforms to the requirements of VDOT except for crushed concrete and other non-specification products not listed in the VDOT standard specifications.		Heather Good	
Public weighmaster license State VA MIRANDA PAYNE		Expires Vulcan Materials Company	
Invalid unless signed or initialed			

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE


CUSTOMER: 95385 CK# CC4817		CUSTOMER PURCHASE ORDER: CASH		GOVT CONTRACT:		
CASH SALE - AUGUSTA		Cash Sales Nontaxable Augusta		PICKED UP		
ORDER: 1037519	DESTINATION: RURITAN NATIONAL -PARKING LOT CASH JERRY JARVIS 540-480-8723			ZONE/MILES		
PRODUCT: 25291	VA #57					
COMMENTS:						
TRUCK LICENSE FREIGHT TYPE A	SINGLE SINGLE AXLE DUMP Single Axle Dump AXLES 2	CARRIER E999	CUSTOMER FOB - TRUCK TRAILER ID NO	TRUCK TRAILER ID NO		
		TARE DATE	07/15/2024	TARE EXPIRE 08/15/2024		
GROSS LBS (Scale 1)	TARE LBS (Scale 1)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
28,100	15,800	12,300	6.15	6.15	1	40,000
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT
12,746	7,167	5,579	5.58	5.58	9:57 am	10:15AM
CASH SALE PER TON	MATERIAL 30.55	HAUL 0.00	OTHER CHARGES			
TOTAL	MATERIAL 187.88	HAUL 0.00	TAX 0.00	OTHER CHARGES 0.00	COD TOTAL 187.88	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

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Vulcan Construction Materials, LLC
 AUGUSTA
 327 LUCK STONE RD
 540-886-6758
 STAUNTON, VA 24401
 5408866942
 QC Contact: Heather Good

DANGER



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RECEIVED BY: X DRIVER		CUSTOMER/CONSIGNEE	
DATE 7/15/2024	TIME 11:44AM	PLANT 2519-111 AUGUSTA	Ticket No 10343386
Note: When initialized below the aggregate shipped under this certificate has been tested and conforms to the requirements of VDOT except for crushed concrete and other non-specification products not listed in the VDOT standard specifications. Public weighmaster license State VA MIRANDA PAYNE			Expires Heather Good Vulcan Materials Company Invalid unless signed or initialed

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TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 95385 CK# CC4817		CUSTOMER PURCHASE ORDER: CASH		GOVT CONTRACT:		
CASH SALE - AUGUSTA		Cash Sales Nontaxable Augusta		PICKED UP		
ORDER: 1037519		RURITAN NATIONAL - PARKING LOT		ZONE/MILES		
DESTINATION: CASH		JERRY JARVIS 540-480-8723				
PRODUCT: 25291 VA #57						
COMMENTS:						
TRUCK LICENSE	SINGLE	SINGLE AXLE DUMP	CARRIER	E999	CUSTOMER FOB - TRUCK	
FREIGHT TYPE	A	AXLES 2	TRAILER ID NO		TRAILER ID NO	
			TARE DATE	07/15/2024	TARE EXPIRE 08/15/2024	
GROSS LBS (Scale 1)	TARE LBS (Scale 1)	NET LBS	TONS	TONS TODAY	LOADS TODAY	GROSS LEGAL WT
28,320	15,800	12,520	6.26	12.41	2	40,000
GROSS KG	TARE KG	NET KG	NET MG	MG TODAY	IN PLANT	OUT OF PLANT
12,846	7,167	5,679	5.68	11.26	11:42 am	11:44AM
CASH SALE PER TON	MATERIAL 30.55	HAUL 0.00	OTHER CHARGES		COD TOTAL	
TOTAL	MATERIAL 191.24	HAUL 0.00	TAX 0.00	OTHER CHARGES 0.00	191.24	
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME	DELAY TIME	

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**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[RH Infrastructure_RHVFD_Prestige Plumbing LLC Estimate - E240310983.pdf](#)



Estimate

Prestige Plumbing LLC
 100 Gentle Hills Lane
 Fishersville, VA 22939
 Office Phone: 540-932-0022
 Mobile Phone: 540-649-3462
 prestigeplumber@icloud.com

Estimate Number: E240310983
Estimate Date: 03/09/2024
Payment Terms: Due On Receipt
Estimate Amount: 15,479.00
Created By: Todd Campbell

Billing Address

Riverheads Volunteer Fire Department
 49SR 694
 Staunton, VA 24401
 Mobile Phone: (540) 569-6579
 srcconstruct@gmail.com

Shipping Address

Riverheads Volunteer Fire Department
 Mobile Phone: (540) 569-6579
 srcconstruct@gmail.com

Item #	Item Name	Quantity	Unit Price	Total
4292	<p>Estimate For Plumbing System This estimate includes Saw cutting the concrete floor installing a sewage/sump pump basin underneath of the concrete slab install discharge rough plumbing for the laundry drain through washer, box and discharge into the/sump pump basin Backfill the trench concrete the area that we removed Install 115 V pump for the discharge of the washing machine Install the water supply line that is already in the back of the building for the new laundry washing machine install 80 gallon commercial electric water heater with thermal expansion tank, main cold water inlet valve Run a vent line from the sewage pump and the washer box stack, connect together and terminate through the roof Install pressure PVC discharge line from the pump basin through the firehouse, garage area into the drop ceiling area of the living, quarters terminate the discharge line into the main sewer that is exiting the building with adequate slope and bracing Price includes all supplies and materials. Also includes installing a alarm system for the pump basin also include permits and inspection from the county any additional work will be extra</p>	1.00	15,479.00	15,479.00

Subtotal: \$ 15,479.00
Estimate Amount \$ 15,479.00

Terms & Conditions:

I, We the Property Owner(s) or Agent(s) understand and accept that performing electrical repairs, replacements or installations, on, in, or behind ceilings, walls, floors, flooring, tile, wood, stone, attics, countertops, landscaping, turf, drives, walkways, patios, slabs, ples, awnings, furniture and furnishes such as paint, texturing wallpaper, clothe wall coverings, wood, glass, metal, formica, and mirrors can and may cause damage to the same.

I, We further understand that reasonable protection of the surfaces is my, our, responsibility and that any repairs requested on the above mentioned items will be covered by the owner(s) or Agent(s) at their expense.

Any and all disputes will be resolved through Arbitration, in accordance with the American Arbitration Association, at the site to be determined by PRESTIGE PLUMBING LLC.

I, We the Property Owner(s) Agent(s) further agree to limit any and all liability for any and all work performed by PRESTIGE PLUMBING LLC to the actual cost of the work performed, and in No Case will include any incidental damages of any kind, nor will any liability be assumed for any legal representation.

TERMS AND CONDITIONS

RESPONSIBILITIES OF CUSTOMER

Customers represents that Plumbing systems are in good repair and condition and agrees to hold Company harmless for the discovery of any of the following defective conditions:

1. Improper or faulty Plumbing
2. Rusted or defective pipes
3. Acids in the drain system
4. Lines that are settled or broken
5. Existing illegal conditions
6. Defective roofing

Customer is required at his expense to do all work and other acts to meet all conditions necessary to allow Company to complete work as provided in this agreement.

EXCLUSIONS AND LIMITATIONS: CUSTOMER'S RIGHT TO REPAIR AND REPLACEMENT ARE THE EXCLUSIVE REMEDIES AND COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE MATERIALS PROVIDED FOR IN THIS CONTRACT.

PRESTIGE PLUMBING LLC is not responsible for the following which are excluded from the coverage of this limited warranty:

1. Defective conditions listed under the above "responsibilities of customer."
2. Work performed by or materials installed by others not in this agreement.
3. Defects and failures from mistreatment or neglect.

This limited warranty is the only express warranty Company gives. IMPLIED WARRANTIES, included, but not limited to, warranties of merchantability and fitness for a particular purpose, are limited to a duration of one year from the date of completion.

PROTECTION OF CUSTOMER'S PROPERTY

Customer agrees to remove or to protect any personal property, inside and out including, but not limited to, carpets, rugs, furniture, shrubs, and plantings, and PRESTIGE PLUMBING LLC shall not be responsible for said items. Nor shall PRESTIGE PLUMBING LLC be held responsible for the natural consequences of Company's work which may cause damage to improvements to real property including, but not limited to curbs, sidewalks, walks, driveways, garages, patios, lawns, shrubs, sprinkler systems, and other appurtenances to the residence of other real property.

Also, PRESTIGE PLUMBING LLC shall not be held responsible for damage to personal property, real property, or any improvements to real property, caused by persons delivering materials or equipment or keeping gates and doors closed for children and or animals.

ENTIRE AGREEMENT

This is the entire agreement. the parties are not bound by any oral expression or representation by any agent purporting to act for or on their behalf or by any commitment or arrangement not set forth herein. The agreement binds jointly and severally all signing as customer, their heirs, representatives, successors, and assigns.

PRESTIGE PLUMBING LLC will NOT provide an itemized breakdown of materials and labor for flat priced work



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

ATTACHMENTS:

[Request for funds for netting system. request.pdf](#)



☎ 540-245-5727
☎ 540-245-5732
🌐 augustarec.com
✉ parksrec@co.augusta.va.us
📦 PO Box 590 Verona, VA 24482

DATE: Friday, July 12, 2024
TO: Jennifer Whetzel, Deputy County Administrator
RE: Request for funding for safety net system @ Edgewood Field in Stuarts Draft Park
FROM: Andy Wells, Director

With the recent improvements made to Edgewood Field in Stuarts Draft Park, and the resulting increased use by older aged youth, foul balls have become a significantly greater hazard for the adjacent property owner just across Edgewood Avenue along with the vehicles traveling through the park on Edgewood Avenue.

In the past 9 months, there have been 2 instances where a foul ball hit a car traveling along Edgewood Drive and there have been more than 2 dozen occurrences of batted balls hitting the neighbor's house or vehicles and then typically someone 'trespassing' onto that private property to retrieve those balls. Fortunately, any damage to his property has been nil to extremely minor but there have been some very close calls. The neighbor has been patient and extended us grace multiple times as we've worked to come up with a solution that is cost efficient but doesn't take away from the field improvements and will also reduce potential hazards.

In the process to come up with a solution, staff had conversations with the coaches of the teams using the field, conversations with the neighbor, and conversations with safety net manufacturers. Staff also consulted and deliberated with park maintenance staff on site trying to account for angles and bounces, etc. and sought advice from County engineering staff for assurances on the quality/durability and code compliance of the safety net systems themselves.

The solution is to install a safety net system along the 'first-base line' of Edgewood field, running parallel to Edgewood Drive. This system would work in conjunction with the existing fence to ideally eliminate this hazard but at the very least, to greatly reduce the frequency. In the off-season of the field (Nov – Feb/March), this netting system can be lowered on the poles and even stored to reduce the weathering. The anticipated budget for the project is as follows:

Total =\$12,470

Retractable 60' long x 25' tall safety net system (includes shipping)	= \$10,770
Additional installation supplies and project expenses	= \$ 1,700

Included with this memo is an aerial photo of the park showing Edgewood ballfield, Edgewood Drive, and the neighbor's house. Also included is the sales quote for the preferred system based on staff consultation, research, and cost comparison. The last

Augusta County Parks and Recreation

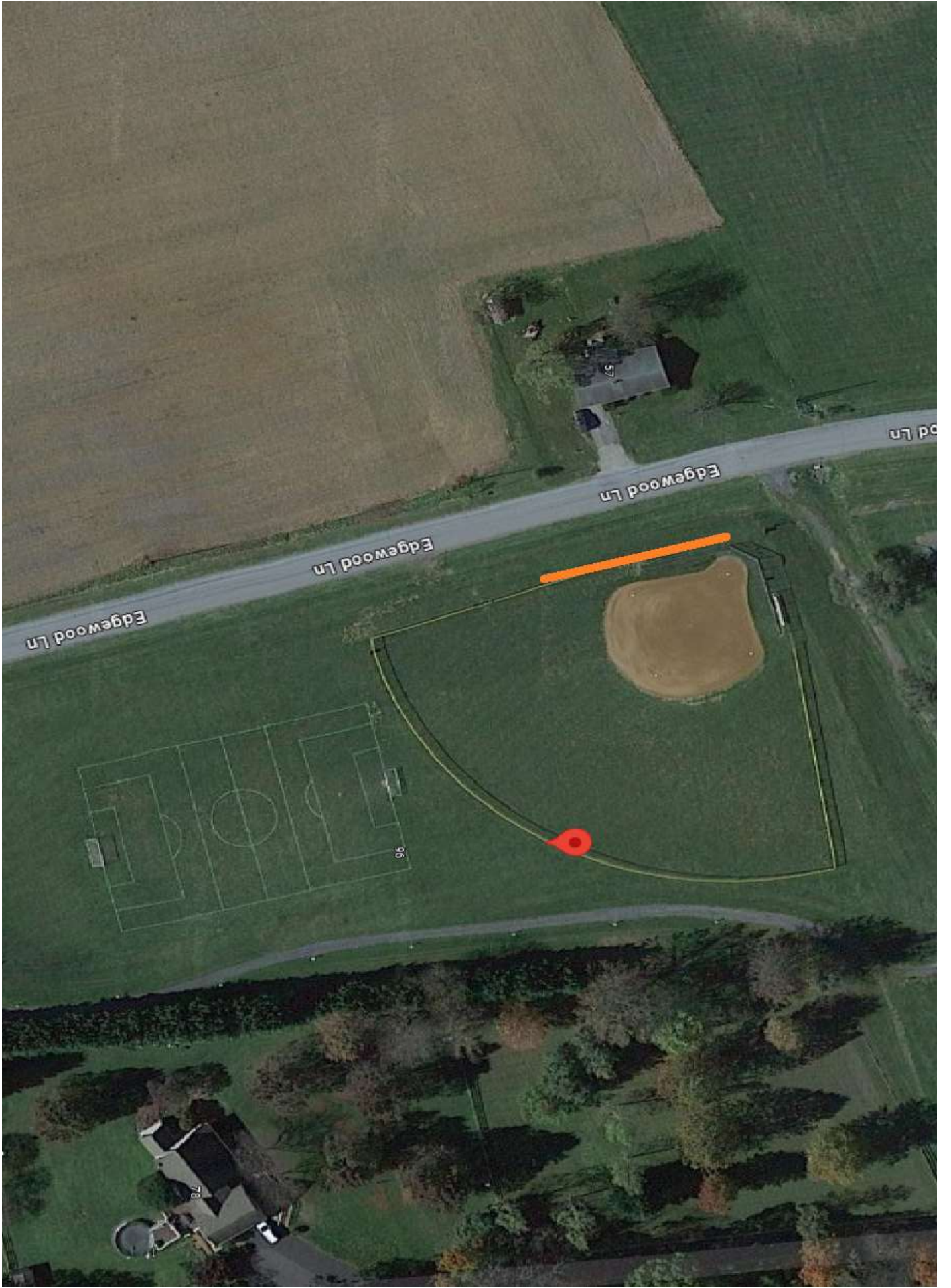
QUALITY RECREATION & LEISURE OPPORTUNITIES

attachment is a spreadsheet/table that was compiled as staff compared netting systems.

We have temporarily closed that ballfield for use until we can eliminate this hazard so there is a sense of urgency involved with installing this system.

I cannot relay an expectation for the funding source nor a funding formula. This solution did not emerge at a time for us to include on our annual budget request either as part of operational budget nor capital budget. While the facility is physically located in the Riverheads District, I also know that this park and facility serves other districts, most notably the South River District but also Beverly Manor and Wayne.

I will gladly make myself and any other staff involved in this process available to address any questions there are or to gather more information.



Sales Quote

Q24-1325

AAE Aluminum Athletic Equipment Co.
1000 Enterprise Drive
Royersford, PA 19468

Date : June 28, 2024

Expires : July 28, 2024

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BILL TO

55688
Augusta County Parks and Recreation
18 Government Center Ln
Verona, VA 24482
USA

SHIP TO

55688
Augusta County Parks and Recreation
18 Government Center Ln
Verona, VA 24482
USA

Prepared By

Ben Miller

Job Name

Parks & Rec Dept in Augusta,
VA

Payment Terms

Net 30

Shipping Method

Estimated Delivery*

07/31/24

Item/Description	Qty/Unit	List Price	Your Price	Discount	Line Total
MBS-25 25'H MULTI BALLSTOPPER SYSTEM, STRAIGHT ONE SECTIONS OF 60' STRAIGHT LINE	60 Linear Ft.	105.00	105.00	0.00	6,300.00
MBS-25-PC POWDER-COATED 25' UPRIGHT, BLACK	4 Each	650.00	650.00	0.00	2,600.00
FREIGHT - CUSTOMER	1	1,150.00	1,150.00	0.00	1,150.00
SS STAINLESS STEEL MBS CLEAT	4 Each	95.00	95.00	0.00	380.00
SS STAINLESS STEEL MBS-PULLEY	4 Each	85.00	85.00	0.00	340.00
				Subtotal	10,770.00
				Total Tax	0.00
				TOTAL	\$10,770.00

Comments:

PLEASE NOTE: This quote does not include assembly or installation. If shipment incurs inside delivery or special lift requirement charges, this cost would be added to your invoice. Any order over \$1,000 paid by credit card will incur a *Credit Card Convenience Fee* – 1% for Visa/Mastercard/Discover and 1.5% for American Express.

*Estimated Delivery will be calculated from confirmed order date and is not guaranteed. Please order early to facilitate your requested delivery date.

WARNING: Some products may contain chemicals known to the state of California to cause cancer, birth defects, or other reproductive harm. www.P65Warnings.ca.gov

Visit Us:

www.aesports.com

Call Us:

800.523.5471

Email Us:

info@aesports.com

Stuarts Draft Edgewood ballfield protective screen quotes							
Vendor & estimate #	Net Size	Netting & post costs	Shipping	Total Price	Poles, above grade	Poles, below gradee	Notes
AAE #1	70x25	\$12450 for net, hardware & 5 posts	\$1,150.00	\$13,600.00	25'8"	57"	Good equipment at reasonable cost, 25' height better than 20' and more likely to accomplish mission of keeping foul balls out of street/neighborhood. 70' length not most cost-effective as they system designed around 20' increments. 60 or 80 ft lengths better choice financially. AAE says we can pick up instead of delivery if desired. And, must double check that all needed hardware is included.
AAE #2	60x25	\$8900 for net, hardware & 4 posts	\$1,150.00	\$10,050.00	25'8"	57"	Good equipment at reasonable cost, 25' height better than 20' and more likely to accomplish mission of keeping foul balls out of street/neighborhood. Is 60' long enough?
AAE #3	80x25	\$11650 for net, hardware & 5 posts	\$1,150.00	\$12,800.00	25'8"	57"	Good equipment at reasonable cost, 25' height better than 20' and more likely to accomplish mission of keeping foul balls out of street/neighborhood. Is 80' too long?
AAE #4	60x30	\$13860 for net, hardware & posts	\$1,150.00	\$15,010.00	30'8"	60"	Good equipment, reasonable cost. Is 30' height necessary as it adds substantially to price, weight and wind susceptibility?
Anthem Sport	80x20	\$4999.95 for net, hardware & posts	\$763.44	\$5,763.39	20'6"	49"	Only 20' tall, will that be sufficient? Seems less well made than other options. Concerns about wind too
Beacon athletics #1	80x30	\$17900 for net and net hoist system alone, w/o posts	\$3,700.00	\$40,000+	30'8"	unknown	Professional grade, very expensive, will take at least 3 months for job as they will not send net until posts are installed as they make net to order.
Beacon athletics #2	60x25	\$12400 for net and net hoist system alone, w/o posts	\$3,700.00	\$40,000+	25'8"	unknown	Professional grade, very expensive, will take at least 3 months for job as they will not send net until posts are installed as they make net to order.
Midwest Netting Solutions	80x30	\$44850 is non-itemized quote for 80 x 30 unit. Too pricey, and non-responsive when itemized quote requested	?	\$44,850.00	31'	unknown	High quality, very expensive, not very responsive during quotation process



**COUNTY OF AUGUSTA
STAFF REPORT**

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT:

STAFF MEMBER:

DATE OF REQUEST:

REQUESTED ACTION FOR THE BOARD OF SUPERVISORS:

Consider

EXECUTIVE SUMMARY:

VDOT will need right of way noted for the improvement project on Rt. 612 in Verona. The County will need to donate right of way off Mill Place Parkway. It is before the Board to consider the donation.

ATTACHMENTS:

[Mill Place Right-Of-Way to VDOT.pdf](#)

COUNTY OF AUGUSTA, VA.

BOARD OF SUPERVISORS

JEFFRY A. SLAVEN
North River

PAM CARTER
Pastures

MICHAEL L. SHULL
Riverheads

G. L. "BUTCH" WELLS
Beverley Manor

GERALD W. GARBER
Middle River

SCOTT SEATON
Wayne

CAROLYN BRAGG
South River



TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR

AUGUSTA COUNTY GOVERNMENT CENTER

P.O. BOX 590, VERONA, VA 24482-0590

(540) 245-5610 FAX (540) 245-5621

coadmin@co.augusta.va.us

24-028

April 26, 2024

Bradley S. Riggleman, PE
811 Commerce Road, Staunton, VA 24401
Project No. 901-007-979, P101, R201, C501
Augusta County

Subject: Mill Place Parkway Entrance
Right of Way

Dear Brad,

We are pleased to hear that the Central Office Infrastructure Investment Division is willing to fund the current project deficit with Carbon Reduction Funds.

This letter is to declare the County's intention to donate any Right of Way needed from County owned parcels that are adjacent to the project.

If you should need any additional information, please do not hesitate to contact our office.

Sincerely,

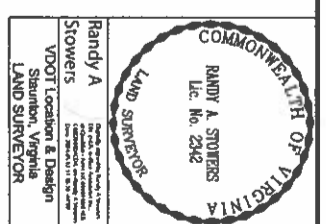
Timothy K. Fitzgerald ICMA-CM
County Administrator

PROJECT: MANAGER/RODNEY, S. RICHMOND, (540) 332-7887, Staunton District
 SURVEYED BY: DATE/RODNEY, S. RICHMOND, (540) 332-7887, Staunton District
 DESIGN BY: BROADIE, S. RICHMOND, (540) 332-7887, Staunton District
 SUBSURFACE UTILITY BY: DATE/RODNEY, S. RICHMOND, (540) 332-7887, Staunton District

LEGEND:

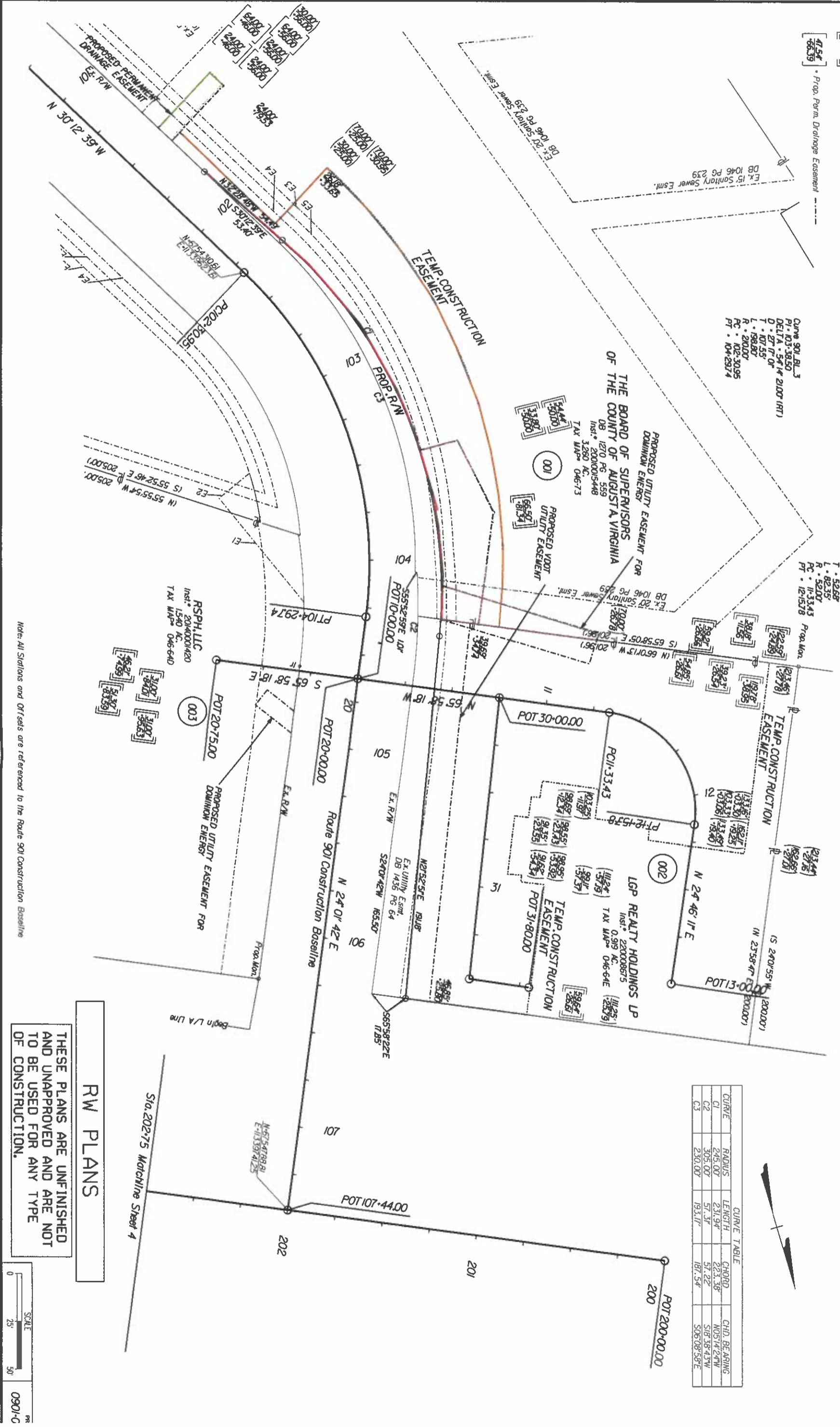
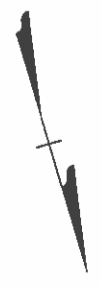
- Proposed Right of Way Monument (RM2)
- Proposed Right of Way
- Proposed Temporary Easement
- Proposed Utility Easement
- Prop. Perm. Drainage Easement

PARCEL NUMBER	FEE TAKE	UTILITY EASEMENTS					TOTAL	FEE TAKE		
		VDOT	DOMINION	VERIZON	TEMPORARY SLOPE EASEMENT	TEMPORARY ENTRANCE EASEMENT		PERMANENT DRAINAGE EASEMENT	NON-PRESCRIPTIVE R/W	PRESCRIPTIVE R/W
001	SO. FT.	SO. FT.	SO. FT.	SO. FT.	SO. FT.	SO. FT.	SO. FT.	SO. FT.	SO. FT.	SO. FT.
002	2842	2826	886	550	9776	22370	400	1810	2842	
003										



DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DETERMINED NECESSARY BY THE DEPARTMENT

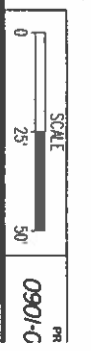
CURVE	RADIUS	LENGTH	CHORD	CHD. BEARING
C1	245.00'	231.94'	223.38'	N05°14'24"W
C2	305.00'	57.31'	57.22'	S18°38'43"W
C3	230.00'	193.17'	187.54'	S06°08'58"E



Note: All Stations and Offsets are referenced to the Route 901 Construction Baseline

RW PLANS

THESE PLANS ARE UNFINISHED AND UNAPPROVED AND ARE NOT TO BE USED FOR ANY TYPE OF CONSTRUCTION.



0901-C