

101 COURT CIRCLE · P.O. BOX 1000
WARSAW, VIRGINIA 22572-1000

(804)333-3415
Fax: (804)333-3408

www.co.richmond.va.us



HOPE D. MOTHERSHEAD
Director of Planning & Zoning

T. RICHARD ENGLISH
Environmental Compliance Officer

CLAYTON S. WOOLARD
Building Official

TO: Richmond County Planning Commission

FROM: Hope D. Mothershead, Director of Planning and Zoning

DATE: August 4, 2020

RE: August Planning Commission Meeting

Dear Planning Commission Members:

This memo is to remind you of the upcoming Planning Commission meeting, which is to be held on Monday, August 10, 2020, beginning at 7:00 P.M. in the **Public Meeting Room, 101 Court Circle, Warsaw, VA.**

As we continue to take precautions and aim to reduce the spread of COVID-19, the commissioners, staff members and the public will be asked to wear a cloth face covering as recommended by the CDC. The face coverings should be worn throughout the duration of the meeting and also social distancing should be maintained as best as possible with the space available. If needed, masks will be available near the entrance of the meeting room.

If you are not comfortable attending the meeting, other means of connections will be available through Zoom and You Tube. The Zoom connection can be achieved by phone or computer and will allow for speaking with the other commissioners. The connection information follows:

Richmond County Planning Commission Meeting – August 10, 2020

Join Zoom Meeting

<https://us02web.zoom.us/j/85619059432?pwd=cUNGVWxPc3RpSVBVRjkuUTZ6OVB5dz09>

Meeting ID: 856 1905 9432

Passcode: 766128

To connect by telephone, dial 1-888-788-0099, enter the zoom meeting ID and #, enter # for participant ID, enter password and #

The YouTube live stream of the meeting will be available at:

https://www.youtube.com/channel/UCAv_V3yu83Fm_R4bahGGA_g

Public hearings will be held for the following:

Eli I. and Elsie S. Hertzler propose to rezone approximately 2 acres (a portion of Tax Map No. 31-105) located at 1498 Sharps Road, Warsaw, VA, from Agricultural, General (A-1) to Business, General (B-1) for the purpose of a community variety store. - A staff recommendation and copy of application are enclosed with this memo for your review and consideration.

Application from Hemings Solar Partners, LLC to determine whether the project is in substantial accord with the Richmond County Comprehensive Plan. The property for which the substantial accord determination will be conducted is identified as Tax Map No. 15-26. – Mr. Quicke will share with the commissioners a summary of the Comprehensive Plan review for substantial accord.

Application from Hemings Solar Partners, LLC for a Special Exception Permit in order to allow for a Utility Scale Solar Facility to be located on Tax Map No. 15-26 (2201 Richmond Road, Warsaw, VA). – Draft conditions will be forwarded to you by email as soon as they are released by the County Attorney. A memo is included with your email that addresses the concern of impacts to soil and groundwater conditions at solar facilities.

After the public hearings, discussion on the Bookers Mill / Strata Solar project will continue. Enclosed with this memo are the revised conditions for your review.

For several months, per the request of multiple commissioners, the information packet has been emailed only and a hard copy has not been mailed to each commissioner. Please advise if you wish to return to a mailed version of the packet and I will adjust accordingly.

Also enclosed are a copy of the public notice, proposed agenda for the August 10th meeting and minutes from the prior meeting.

As usual, please contact me if there is anything you wish to discuss prior to the meeting. I can be reached at (804)333-3415.

**STAFF RECOMMENDATION FOR REZONING OF PARCEL
FROM AGRICULTURAL, GENERAL (A-1) TO BUSINESS, GENERAL (B-1)
TAX MAP NO. 31-105 (PORTION OF)**

Background:

- Mr. & Mrs. Eli Hertzler own a parcel of land located at 1498 Sharps Road, Warsaw, VA, containing approximately 105 acres.
- Mr. and Mrs. Hertzler intend to construct a 40' x 60' building adjacent to the home to open a community variety store. Mr. Hertzler ran a dry goods/variety store very similar to this style in Wisconsin prior to moving to Virginia.
- The entrance to the residence/store has been approved through VDOT as a low-volume commercial entrance.
- Mr. & Mrs. Hertzler intend to subdivide the portion of property necessary to run such a business and has engaged the services of Michael A. Wind in Tappahannock, VA to prepare such a survey. Currently, a rough sketch is enclosed with the application that will set forth the approximate boundaries.
- The parcel of real estate is currently zoned Agricultural, General (A-1) therefore, not allowing for a business of this nature.
- Mr. & Mrs. Hertzler has applied for a re-zoning to Business, General (B-1), which would ultimately allow him to use the parcel for a community variety store

Staff recommends granting the re-zoning request based on the following:

- The rezoning will allow Mr. & Mrs. Hertzler to construct and operate a business that will benefit the community, all while not substantially changing the look of the agricultural area.
- Mr. & Mrs. Hertzler have agreed to finalize and record a survey of the 1 acre, more or less, portion of land as a condition to the rezoning.
- Mr. & Mrs. Hertzler agree that all proper permits (state and local) will be obtained for the construction and operation of a small community variety store.
- Mr. & Mrs. Hertzler agree that the rezoning will be conditional for the operation of a community variety store only – any additional operations at the location will need to come back before the Planning Commission / Board of Supervisors for approval.
- All adjoining property owners have received notice of this rezoning and a sign was posted on the lawn of the subject property.
- Attached to this recommendation are responses from individuals in favor or opposed to the project. (Reference is hereby made to the minutes from the June meeting as one member of the public spoke in favor of the project.)

Hope Mothershead,
Director of Planning & Zoning

RICHMOND COUNTY

APPLICATION FOR REZONING/ZONING ORDINANCE AMENDMENT

Project Number: 11680
Date Received: 6/19/20
Fee Amount: \$ 650.00
Date Paid: 6/19/20

TO BE COMPLETED BY APPLICANT:

Eli I. Hertzler + Elsie S. Hertzler

Applicant Name

1498 Sharps Rd. Warsaw VA 22572
Address City State Zip

Property Location for Rezoning/Amendment (if different than applicant's address)

Primary Contact Number Email Address

Property Owner (if same as applicant, leave blank)

Address City State Zip

Primary Contact Number Email Address

Type of Request:

Rezoning () Zoning Ordinance Amendment

Give a brief description of request: Rezoning TM 31-105^(portion) from A-1 to B-1
for the purpose of operating a small community variety store

Property owner; () Agent for the property owner; () Planning Commission; () Staff

If you are the property owner and/or agent for the property owner, you must provide evidence of consent.

Respectfully request that a determination be made by the Richmond County Planning Commission and the Board of Supervisors on the following request for a Rezoning/Amendment for the property described below.

1. Location of property: 1498 Sharps Rd, Warsaw, VA 22572
2. Election District: District 1
3. Tax Map Number: 31-105

4. Current Zoning Classification: A-1
5. Current land use and condition of site: Agricultural with residence
6. Zoning of surrounding land/property: A-1
7. What is the applicant's interest in the premises affected? The applicant intends to add onto existing home to create a small community variety store.
8. What purpose will the property be served by granting this rezoning? The granting of this rezoning will allow business operation of the subject lot.

The following documents and/or information are required to be submitted with the application:

An application fee of \$ 650.⁰⁰

Make payable to the Treasurer of Richmond County. This fee is non-refundable and is required at the time of submittal.

A Site Plan

Your site plan should show the property boundaries, existing or proposed structures(s), adjacent roads, and any other pertinent information which would help outline your proposed use. The site plan must include the existing and proposed zoning district lines. A recent survey with the proposed uses/structures located on it will serve as a site plan for the purpose of this application. The Administrator and/or the Planning Commission reserve the right to ask for an engineered site plan, if they deem it necessary for evaluation of the proposed rezoning.

A copy of the deed to the property verifying the current ownership

A copy may be obtained at the Richmond County Courthouse, Circuit Clerk's Office.

A statement verifying the real estate taxes have been paid

This may be obtained from the Treasurer's Office located in the Richmond County Administration Building.

A Statement of Justification

This printed or typed statement is to be addressed to the Richmond County Planning Commission. It is to summarize your proposed use and highlight any aspects of the request which are not addressed in the application form. If possible, the statement should be typed on standard paper (8.5 x 11) so that we may copy it.

Proffer Statements

All proffers will be submitted to the County Attorney for review. **No application package will be considered until the proffers have been reviewed by the County Attorney.** The proffered conditions shall be set forth with clarity and specificity in a proffer statement, which will be in the following format:

I hereby proffer that the use and development of this property shall be in strict accordance with

the following conditions:

1. _____
2. _____
3. _____

Location Map

A map clearly legible, showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties. County staff can assist in obtaining this information.

Directions to your property from the Richmond County Administration Complex

Rt. 3 towards Faunham
Right onto Sharps Rd
1498 Sharps Rd. is on the right just before
Ebenezer Baptist Church

The undersigned applicant hereby affirms that all information contained herein is accurate to the best of his/her knowledge and confirms that he/she has read the application and its instructions and has paid all fees currently due and is aware of costs which may be assessed to the applicant related to this application process and/or expenses incurred in securing professional assistance in connection with the review of this application for a rezoning/amendment, shall be charged to the applicant.

The undersigned applicant (and landowner, if applicable) also authorize entry onto the subject property by the Zoning Administrator, Planning Director, members of the Planning Commission, and/or members of the Board of Supervisors, during the normal discharge of their duties regarding the above applicant.

Additionally, the undersigned agree to comply with any conditions required by the Planning Commission of Richmond County, Virginia.

Eli S Hertzler 6-19-2020
Applicant Signature Date

Eli S Hertzler 6-19-2020
Property Owner Signature Date

Accepted by: Hop Mornusheed Date: 6/19/20

PLEASE NOTE: If the required documents are not provided and/or the application is incomplete, your application will not be placed on the Planning Commission Agenda.

TO BE COMPLETED BY STAFF:

Tax Map No.: 31-105

Present Zoning: A-1

Section: _____

Election District: 1

Block: _____

Property Area (acres): Approx. 1 acre

Lots: _____

Property Frontage (feet): 175 ft. ±

Subdivision: _____

Property Depth (feet): 240 ft. ±

List any prior variance, proffers and/or conditions currently associated with this property.

A location map showing the location of the proposed project in relation to surrounding publicly maintained roads and showing the use of surrounding properties.

Date Authorized for Advertisement: 6/19/20

Advertising Deadline: _____

Building Department Review/Comments: _____

Planning/Zoning Department Review/Comments: _____

Date of Public Hearing for the Planning Commission: _____

Date of Public Hearing for the Board of Supervisors: _____

Planning Commission Vote: Approve: _____ Vote: _____ Disapprove: _____ Vote: _____

Board of Supervisors Vote: Approve: _____ Vote: _____ Disapprove: _____ Vote: _____

Conditions: _____

NOTES

ADJOINING OWNERS

<u>TM#</u>	<u>Zoning</u>	<u>Name</u>	<u>Address</u>	<u>City/State</u>
36-143	A-1	Francis W. Mullin	1361 Sharps Road	Warsaw, VA 22572
31-107	A-1	Ida N. Vaughan	4725 8th St., NE	Washington, DC 20017
31-106	A-1	Glen G. Vaughn	1704 Forest Road	Warsaw, VA 22572
31-103	A-1	Richard E. Thomas, Sr.	678 Sharps Road	Warsaw, VA 22572
31-104	A-1	Herbert J. Garner, III	4286 Oldhams Road	Hague, VA 22469
31-102	A-1	Frances Ann Veney	1337 Lakeside Drive	Virginia Beach, VA 23455
31-100	A-1	Robert Barrett	798 Forest Road	Warsaw, VA 22572
31-100A	A-1	Helen Longest / Ino Assoc.	P. O. Box 296	Callao, VA 22435
31-99	A-1	Lonnie S. Peterson	1058 Forest Road	Warsaw, VA 22572
36-28	A-1	Valentina Veney	P. O. Box 970	Warsaw, VA 22572
36-30	A-1	Ebenezer Church	1768 Sharps Road	Warsaw, VA 22572
36-140	A-1	Ernest D. Veney	982 Allandale Drive	Chambersburg, PA 17202
36-141	A-1	Valentina Veney	P. O. Box 970	Warsaw, VA 22572
36-29	A-1	Ellen T. Burton	1610 Sharps Road	Warsaw, VA 22572
36-142	A-1	Valentina Veney	P. O. Box 970	Warsaw, VA 22572
36-142C	A-1	David Veney	1589 Sharps Road	Warsaw, VA 22572
36-142B	A-1	Vinson Russell Veney	1573 Sharps Road	Warsaw, VA 22572
36-142A	A-1	Latisha Lee	1557 Sharps Road	Warsaw, VA 22572
31-105	A-1	(Parcel with consideration of rezoning) Eli Hertzler	1498 Sharps Road	Warsaw, VA 22572

Rose Valley Sales
1498 Harps Road
Warsaw Va 22572

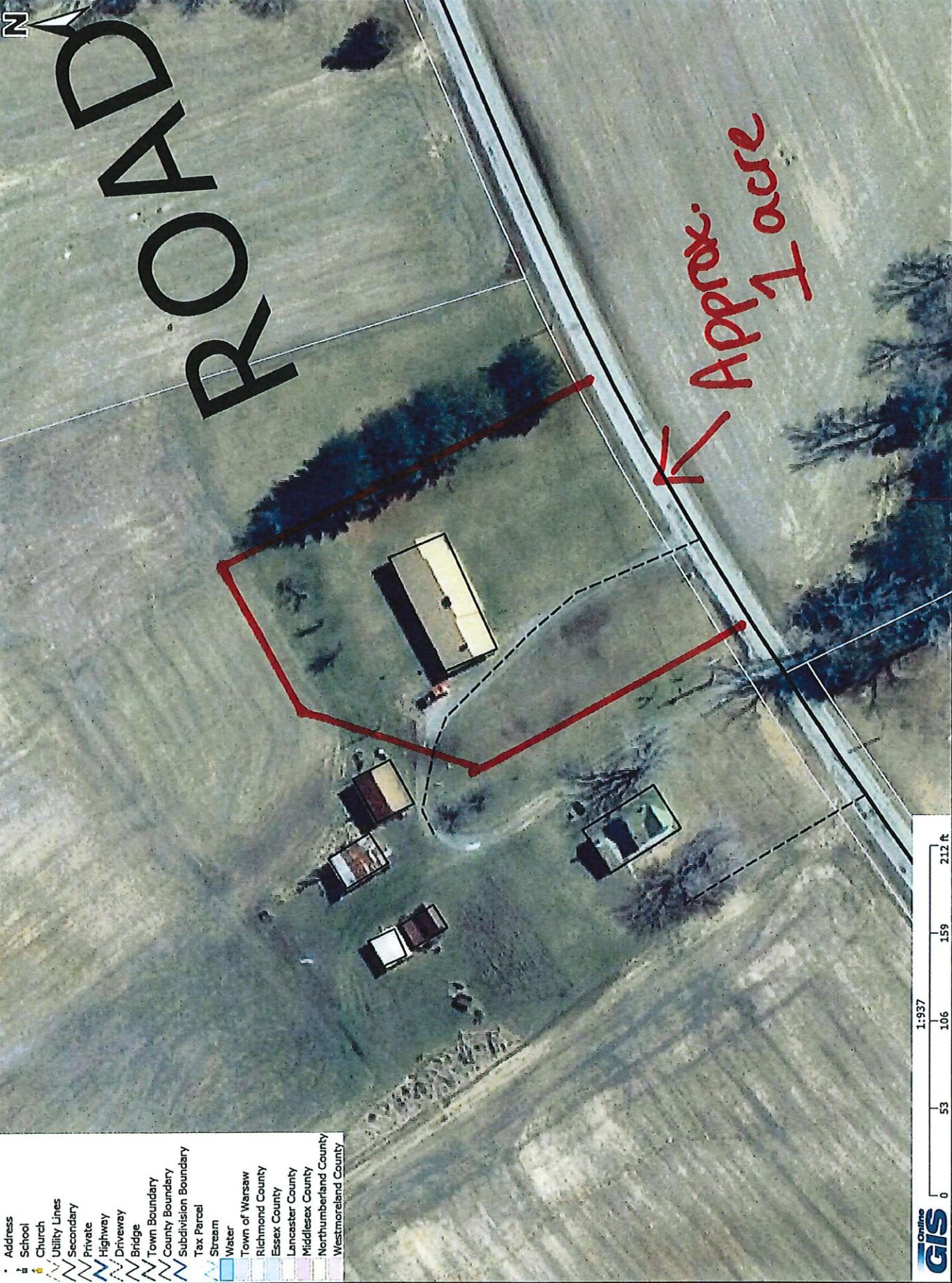
Bulk Foods

50 lb bags of flour sugar
oat meal brown sugar
A good line of groceries

We also want to have a cooler with
cold drink meat cheese eggs produce
etc

Fabrics shoes hats for the Amish
community and what ever is needed
for the Amish

It is also open to the public



- Address
- ⚓ School
- ⛪ Church
- ⚡ Utility Lines
- ⚡ Secondary
- ⚡ Private
- ⚡ Highway
- ⚡ Driveway
- ⚡ Bridge
- ⚡ Town Boundary
- ⚡ County Boundary
- ⚡ Subdivision Boundary
- ⚡ Tax Parcel
- ⚡ Stream
- ⚡ Water
- ⚡ Town of Warsaw
- ⚡ Richmond County
- ⚡ Essex County
- ⚡ Lancaster County
- ⚡ Middlesex County
- ⚡ Northumberland County
- ⚡ Westmoreland County

N

ROAD

Approx. 1 acre



Online GIS

2020000284.001

20/284
4-1-2020

Consideration \$380,000.00
Assessed Value: \$371,754.00
Tax Map No: 31-105
Grantee Address:
1085 Sharps Rd
Warsaw, VA 22572

Document Prepared By:
Elizabeth B. Hurd, Esq.
Dunton, Simmons & Dunton, L.L.P.
P.O. Box 5
White Stone, VA 22578
Virginia State Bar No. 45198
File No. 2020-105
Underwriter: Old Republic National Title Insurance Company

Slide 3-84B

THIS DEED, made this 26th day of March, 2020, by and between CHARLES H. BURTON, JR., MARY TAYLOR BURTON, ELLEN TROY BURTON, and CHARLOTTE LORRAINE MONROE, Grantors, and ELI I. HERTZLER and ELSIE S. HERTZLER, husband and wife, Grantees.

- WITNESSETH -

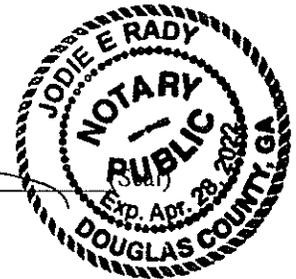
THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby grant, bargain, sell and convey, in fee simple, with GENERAL WARRANTY and English Covenants of title, unto the Grantees, as tenants by the entirety with right of survivorship as at common law, all the following-described lot or parcel of land together with improvements thereon, situate, lying and being in the County of Richmond, Commonwealth of Virginia:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

THIS CONVEYANCE is made expressly subject to and together with the easements, conditions, restrictions, and rights-of-way of record contained in the instruments forming the chain of title to the property conveyed herein and to matters visible upon inspection.

WITNESS the following signatures and seals.

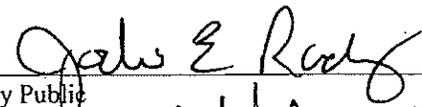

Charles H. Burton, Jr.



STATE OF GEORGIA }
CITY/COUNTY OF Douglas } ss

The foregoing deed was acknowledged before me on March 27, 2020 by Charles H. Burton, Jr..

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
Reg. Number: N/A.
My Commission Expires: April 28, 2022

Mary Taylor Burton (Seal)
Mary Taylor Burton

Ellen Troy Burton (Seal)
Ellen Troy Burton

Charlotte Lorraine Monroe (Seal)
Charlotte Lorraine Monroe

COMMONWEALTH OF VIRGINIA } ss
CITY/COUNTY OF Richmond

The foregoing deed was acknowledged before me on March 31, 2020 by Mary Taylor Burton, Ellen Troy Burton, and Charlotte Lorraine Monroe.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karen E Rock
Notary Public

Reg. Number: 7658499

My Commission Expires: 3-31-2023



SCHEDULE A

ALL that certain lot, piece or parcel of land, with improvements thereon and appurtenances thereto belonging, lying and being in Washington Magisterial District, County of Richmond, Virginia, containing 108.64 acres, by survey and more particularly shown and described on Plat of Survey dated July 5, 1995, made by Sterlin L. Headley, entitled "Plat of a Parcel of Land Located near Ebenezer Baptist Church, Washington District, Richmond County, Virginia", a copy of which plat is recorded in the Clerk's Office, Circuit Court, County of Richmond, Virginia, in Plat Slide 2-199A, reference to which plat is hereby made for a more accurate and particular description of the property hereby conveyed.

LESS and EXCEPT 1.0 acre conveyed by Deed dated December 18, 2001, recorded December 20, 2001, in the aforesaid Clerk's Office, in Deed Book 207, page 96 and .034 acre which was dedicated to the Commonwealth of Virginia for future road widening.

LESS and EXCEPT that parcel containing 2.35 acres, more or less, as shown by metes and bounds on a plat of survey by Michael A. Wind, Certified Land Surveyor, entitled "Subdivision Survey for Charlotte L. Monroe, et al...", dated March 4, 2020, a copy of which survey is attached hereto and made a part hereof and to which plat reference is hereby made for a more complete and accurate description of the property herein conveyed.

Being a portion of the same real estate conveyed to William S. Burton, by Deed from Colonna-Howard Lumber Company, dated April 12, 1919, recorded May 21, 1919, in the Clerk's Office, Circuit Court, Richmond County, Virginia, in Deed Book 46, page 447; and further being a portion of the same real estate conveyed to William Burton by Deed from W.W. Payne and Mattie E. Payne, his wife, dated August 2 1926, recorded February 8, 1927, in the aforesaid Clerk's Office, in Deed Book 51, page 33. The said William S. Burton, one and the same as William Simmel Burton, died intestate March 10, 1957, survived by his wife, Mamie E. Burton and his children, William E. Burton, Cora L. Tolson, Charles H. Burton, Alice Alma Carter, Irma Irene Burton, Richard Walter Burton, Virginia Mamie C. Burton, and Jean Nennia Burton; and his grandchildren, Verdene A. Dickson and Stanley E. Dickson, as his sole heirs at law as set forth by List of Heirs recorded in the aforesaid Clerk's Office, in Will Book 16, page 124. By Deed dated May 28, 1969, recorded in the aforesaid Clerk's Office in Deed Book 91, page 312, William E. Burton and Pauline J. Burton, his wife, Cora B. Tolson and Phillip R. Tolson, her husband, Alice B. Carter and Lewis M. Carter, her husband, Irma I. Burton, unmarried, Richard W. Burton and Elenor F. Burton, his wife, Virginia B. Vauls and Travis W. Vauls, her husband, Jean B. Cox and Samuel N. Cox, her husband, Verdine D. Lewis and Ralph D. Lewis, her husband, and Stanley E. Dickerson and Betty B. Dickerson, his wife, conveyed all of their undivided eight-ninth (8/9) right, title and interest, subject to the dower of Mamie E. Burton, widow of William S. Burton unto Charles H. Burton. The said Mamie E.

Burton died October 9, 1973, thereby extinguishing her dower interest in said property. The said Charles B. Burton, one and the same person as Charles Howard Burton, died testate March 28, 2013, and pursuant to Article II of his Last Will and Testament recorded in the aforesaid Clerk's Office in Will Book 35, page 70, gave, devised and bequeathed all of this estate of every kind and description unto his four children, Charles R Burton, Jr., Charlotte Lorraine Monroe, Ellen Troy Burton, and Bruce Burlington Burton, in equal shares. Bruce Burlington Burton died intestate July 15, 2019, and pursuant to list of heirs filed in the aforesaid Clerk's Office, as Will File 19-88, he left his wife, Mary Taylor Burton as his sole heir at law.

INSTRUMENT 200000284
RECORDED IN THE CLERK'S OFFICE OF
RICHMOND COUNTY CIRCUIT COURT ON
APRIL 1, 2020 AT 02:16 PM
\$380.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$190.00 LOCAL: \$190.00
CHERYL "SHERRY" B. PIERSON, CLERK
RECORDED BY: SHM

July 5, 2020

Hope,

This is in response to Ely and Elsie Hertzler's application to open store on Sharps Road. My wife and I support this and feel the Amish need a store like this. The products they sell or will sell cater to the Amish, this type of facility is what the community needs to support Amish.

Thanks
~~E.C.~~
Bliss Coates

Deane Coates
Nancy Coates

* This facility is not limited to Amish, all are welcome.

Hope D. Mothershead

From: R. Morgan Quicke
Sent: Friday, July 03, 2020 10:47 AM
To: Hope D. Mothershead
Subject: Fwd: Proposed convenience store on Sharps Rd

Follow Up Flag: Flag for follow up
Flag Status: Flagged

R. Morgan Quicke
County Administrator
Richmond County

Begin forwarded message:

From: samuel baker <shbake@icloud.com>
Date: July 3, 2020 at 10:28:04 AM EDT
To: "R. Morgan Quicke" <rmquicke@co.richmond.va.us>
Subject: Fwd: Proposed convenience store on Sharps Rd

Sent from my iPhone

Subject: Proposed convenience store on Sharps Rd

Morgan Quick, Richmond County Administrator:

My wife Barbara and I have a home at 1225 Riverdale Rd. in Richmond County. During the summer about 15 family members visit us on the weekends. In general there is a substantial increase in seasonal traffic on Sharps Rd. in the summer. We are already very concerned about the increasing carriage hazards along the narrow winding Sharps Rd. from Route 3. We are strongly opposed to the proposed convenience store in a brick rancher along the way to our place. That section of curving Sharps Rd. is not designed to accommodate with any degree of safety the combination of increased auto and carriage traffic that will result from a convenience store.

Thanks to you and the Board of Supervisors for your consideration in this matter. We hope your decision will stop this dangerous proposed rezoning.

Barbara and Sam Baker

Sent from my iPhone

Hope D. Mothershead

From: R. Morgan Quicke
Sent: Monday, July 13, 2020 8:38 AM
To: Hope D. Mothershead
Subject: FW: Proposed convenience store on Sharps Rd

From: Amy Pearsall <Amy.Pearsall@ppdi.com>
Sent: Monday, July 13, 2020 8:37 AM
To: R. Morgan Quicke <rmquicke@co.richmond.va.us>
Subject: Proposed convenience store on Sharps Rd

Dear Mr. Quick, Richmond County Administrator,

My husband and I have a home at 1207 Riverdale Rd. in Richmond County. We are strongly opposed to the proposed convenience store in a brick rancher on Sharps Road. The curves on the road are dangerous to both the carriages and the car traffic. Over the holiday weekend my daughter was driving towards route 3 and a runaway carriage with no driver came running in the opposite direction and almost ran head on. If she hadn't ready been going extremely slow due to the winding roads there could have been a significant accident. Adding a convenience store to an area that is already dangerous would create serious issues and I am concerned about the safety to all who travel on this road. Please do not allow the convenience store. There are other locations on the main road that would be more suitable.

Thank you for your consideration.

Amy Pearsall and Marv Sowers

This email transmission and any documents, files or previous email messages attached to it may contain information that is confidential or legally privileged. If you are not the intended recipient or a person responsible for delivering this transmission to the intended recipient, you are hereby notified that you must not read this transmission and that any disclosure, copying, printing, distribution or use of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify the sender by telephone or return email and delete the original transmission and its attachments without reading or saving in any manner.

Bookers Mill Solar, LLC
RICHMOND COUNTY, VIRGINIA
Special Exception Permit Conditions

Special Exception Permit Number _____

SECTION I. GENERAL PROVISIONS

1. This Special Exception Permit applies to the following properties for which a special exception permit application was submitted:
Tax Map Parcel Identification Numbers: _____

The Special Exception Permit application was submitted by Booker's Mill Solar, LLC (the "Applicant") on behalf of the owners of the said properties, and compliance with these conditions is the express duty of, and these conditions shall bind, the Applicant and any assignee of the Applicant who operates the Solar Facility (the "Operator").

2. The site shall be developed, constructed, operated, and decommissioned in substantial compliance with all of the following:
- a. All applicable federal, state, and local laws, statutes, ordinances, and regulations
 - b. All written agreements entered into between the Applicant and the County, including, but not limited to, a siting agreement entered into pursuant to Virginia Code § 15.2-2316.7.
 - c. The Site Plan approved by Richmond County.
 - d. The Decommissioning Plan approved by Richmond County.
 - e. The Emergency Response Plan approved by Richmond County.
 - f. The Construction Traffic Management Plan approved by Richmond County.

9. Unless approved in writing by the County, no signage shall be permitted on Site, except that signage containing notices, warnings, or other information, if required by law or deemed by the County to be in the interest of the safety and welfare of the community, shall be required.

SECTION II. BUFFERS, HEIGHTS, AND SETBACKS

10. Buffers throughout the Site shall include the following:
 - a. In areas where the solar panels will be visible from the public right of way, the Applicant agrees to establish a setback of no less than 100' from any portion of the solar panels or other equipment, including fencing, and implement a buffering plan (the "Buffering Plan") in areas mutually agreed to by the Applicant and the County during the Site Plan process.
 - b. As part of the Buffering Plan referenced above, all timber that exists at the time of SEP approval within 100' of the fence-line along public rights of way shall remain unless permission to remove the said timber is granted in writing by the county administrator, which permission shall not be unreasonably withheld.
 - c. Pursuant to the adopted Buffering Plan, all solar panels shall be setback at least 500' from any residential structure, including structures that are temporarily vacated or for sale but excluding structures that are uninhabitable or permanently vacated.
 - d. As mutually agreed by the Applicant and the County, additional setbacks may be defined in areas with topographical challenges as determined during the Special Exception Permit Application process.
 - e. All Buffer Areas, both natural and planted, shall be a part of the approved project and should be protected from harvest so long as the Site is operated as a solar facility.

- f. Buffer areas shall be managed to ensure health and preservation of the buffer.
- g. Any historical resources noted in the Virginia Department of Historic Resources Map would have to be identified, marked and preserved at a setback of at least 100', as reflected on the Site Plan.
- h. The maximum height of ground mounted systems, equipment and structures, as measured from the grade or base of the improvements to its highest point, shall not exceed eighteen (18) feet in height. Excluded from this height requirement are overhead electric distribution and transmission lines and poles, project substation, and utility switchyard.

SECTION III. CONSTRUCTION, TRAFFIC, and ROAD REPAIRS

- 11. The County Administrator, building official, zoning administrator, or environmental codes and compliance officer, or any party or parties designated by any one or more of those county officials, including other federal, state, or local government officials, shall be allowed to enter the Property at any time during construction. Once the facility has commenced Commercial Operation, such entry onto the Site shall be had upon twenty-four hours advance notice to the Solar Facility Liaison.
- 12. All construction entrances for Site shall be in general conformance with the information and exhibits submitted with this Special Exception Permit application.
- 13. All construction activity shall be conducted during daylight hours Monday-Saturday. Activities allowed to be done on Sundays include: onsite planning, walking and riding the site by passenger vehicle (not heavy construction trucks or equipment), office work and other items that do not produce large quantities of traffic on the surrounding roads or loud construction noises within the site. The Applicant shall comply with the Noise Ordinance during operation but shall not be required to do so during construction.

14. The Applicant shall submit a Construction Traffic Management Plan (“CTMP”) as part of the Site Plan. The CTMP shall address traffic control measures, an evaluation of the condition of the public roads along the Delivery Routes prior to construction, and a description and an estimate of any anticipated repairs to public roads that may arise due to damages attributable to construction of the Solar Facilities to be reviewed by a third-party to be selected by the County and to be paid at the sole cost of the Applicant.
15. Dust containment measures shall be utilized at all times, as necessary, to contain dust to the greatest extent possible from constituting a nuisance to nearby residents.
16. The Solar Facilities shall be enclosed within security fencing not less than six (6) feet in height.
17. Permanent lighting on the project site (the “Site”) shall be limited to the minimum amount necessary for security purposes and all lighting shall be shielded and directed to prevent light trespass on surrounding properties. The Applicant shall submit a photometric analysis with the submission of the Site Plan.
18. Prior to Site Plan approval and commencement of construction, the Applicant shall provide the County, a bond equal to 100% of the cost of the anticipated repairs to be made to the public road along the Delivery Routes, to include the entire public right of way along the Delivery Routes. The bond may be in the form of a letter of credit, a surety bond, or a cash bond given to the County, to be held by the County without interest, but any surety bond must be approved by the County Administrator.
19. Subject to approval of the Construction Traffic Management Plan as part of the Site Plan, delivery routes to the Site shall include the following roads: (a) Maon Road (SR601) from the intersection of Route 3, to the intersection of Ridge Road (SR600); (b) Cedar Grove Road (SR602) from the northern most boundary of the project along this road, to the intersection of Maon Road (SR601); (c) Quinton Oak Lane (SR603) from

the northern most boundary of the project along this road, to the intersection of Maon Road (SR601); and (d) Ridge Road (SR600) from the intersection of Maon Road (SR601) east until the project boundaries.

20. The Solar Facilities shall be constructed and operational within three (3) years of approval. The Zoning Administrator may approve an extension of up to two (2) years upon written request from the Applicant detailing the need for an extension.
21. Solar Panels will be constructed, maintained, and operated in accordance with national industry standards and regulations including the National Electrical Code, International Fire Code of the International Code Council and the National Fire Protection Association Fire Code, as provided in Va. Code 15.2-2286. In the event of a conflict between the national industry standards and these Conditions, the national industry standards shall control so that as technology advances, updated technology may be used by the Applicant. Notwithstanding any of the foregoing, the use of any of the following materials is expressly prohibited: cadmium telluride, cadmium, tellurium, GEN X, _____ other materials prohibited by federal or state agencies.
22. Storage on the Site of power generated by the Facility is prohibited.
23. No panels, inverters, pyranometers, substations, or any other component of the Solar Facility, except fencing, shall be located in a floodplain.
24. Upon completion of the construction of the Solar Facilities, the Applicant shall submit a post-construction evaluation of the condition of the roads along the Delivery Routes to the County Administrator for approval. The post-construction evaluation shall include a plan for repairing any damage caused to the public roads along the Delivery Route directly attributable to the Applicant. The Applicant shall be responsible for causing such repairs to be completed and shall be responsible for coordination repairs with VDOT. All roadway repairs along the Delivery Routes shall be made at the sole expense of the Applicant.

SECTION IV. ENVIRONMENTAL

25. The Applicant shall submit a Stormwater Management Plan and an Erosion and Sediment Control Plan as part of the Site Plan. The Applicant shall reimburse the County for all costs related to retaining such third-party inspectors, plan reviewers, and advisors as deemed necessary by the County for project review and inspections. All such payments shall be remitted to the County within thirty (30) days of invoicing. The County shall retain the right to inspect the Site to verify the findings of the third-party inspectors. The phasing of land disturbance shall be detailed in the Erosion and Sediment Control plan and accompanying project narrative.
26. The Applicant agrees to maintain the Site at all times in compliance with DEQ standards, rules, requirements, and regulations. The Applicant shall notify the County within twenty-four (24) hours of receiving any DEQ notice of less than full compliance and shall, within forty-eight (48) hours of receipt, provide the County with a copy of the notice. Thereafter, the Applicant shall provide to the County within forty-eight (48) hours of transmission or receipt copies of all correspondence with DEQ regarding the noncompliance issue until such time as the matter is fully resolved to the satisfaction of DEQ. The Applicant agrees that no more than 50 percent of the land disturbance areas as reflected on the Site Plan shall be disturbed at any one time.
27. The Applicant shall drill test wells on the Site at locations set forth on the approved site plan to annually monitor the water quality within the project for contaminants listed in the National Primary Drinking Water Regulations (“contaminants”) as compiled by the U.S. Environmental Protection Agency. Testing results shall be submitted to the County no less frequently than annually, beginning one year after the facility is fully operational and until the facility is decommissioned. Should test results indicate increased levels of contaminants directly attributable to the Solar Project, Applicant shall be required to test all wells located within 1,000 feet of the boundaries of the Site. Should test results indicate unsafe levels of contaminants directly attributable to the Solar Project, the Applicant shall be responsible for submitting a written plan to the Zoning Administrator to take necessary actions in order to provide safe and adequate drinking water to any adjacent property owners affected by the Project. The Applicant, prior to construction, shall make reasonable

attempts to work with property owners within 1,000 feet of the Site to test the current conditions of the drinking water as to create a baseline for future testing as may be required, provided that this condition is not applicable if an adjacent property owner declines to allow the Applicant to perform a test on their property.

28. Soil testing shall be conducted on the Site as follows:
- a. Testing shall be conducted in no less than six locations on the Site, at least one site being within proximity to panels of each different type or manufacturer.
 - b. Testing shall be conducted prior to the issuance of a land disturbance permit and every five years thereafter. Testing also shall be conducted immediately prior to Decommissioning and immediately following the termination of Decommissioning.
 - c. Samples shall be analyzed for type, acidity, and nutrient levels, including nitrogen, phosphorous, potassium, magnesium, sulfur, zinc, and calcium. Samples also shall be analyzed for heavy metals and other toxins in accordance with test parameters established by DEQ.
 - d. Testing shall be performed by a service provider retained by the Operator but approved by the County.
 - e. A test report for each testing event, including an executive summary, shall be provided to the Richmond County zoning administrator within ten (10) days of the completion of such report.
 - f. No costs shall be incurred by Richmond County relating to soil testing or reports of soil testing provided to Richmond County.

SECTION V. DECOMMISSIONING

29. Decommissioning shall be conducted as set forth in the Siting Agreement and in accordance with the Decommissioning Plan approved by Richmond County.

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SECTION 4. CLOSURE AND DECOMMISSIONING

4.1 Notice of Decommission.

Booker's Mill shall provide a Notice of Decommission to the County Solar Facility Liaison within thirty days of a determination to cease Operation of the Solar Facility.

4.2 Decommissioning Plan and Activities

4.2.1 Prior to the commencement of Construction, Bookers Mill shall submit to the County and receive County approval of a Decommissioning Plan. Bookers Mill shall comply with all terms and conditions of the Decommissioning Plan as approved by the County. The Decommissioning Plan at a minimum shall include provisions regarding the following:

4.2.1.1 Specifications for the removal of all solar equipment, buildings, cabling, electrical components, foundations, pilings, and fencing to a depth of thirty-six (36) inches.

4.2.1.2 A requirement that all Site real property must be restored to the condition of the property as of the date Construction commences.

4.2.1.3 A requirement that the property must be stabilized so as to adequately control, prevent, and minimize any and all erosion or sediment runoff, consistent with the approved Erosion and Sediment Control Plan.

4.2.1.4 A requirement that prior to stabilization, all soils compacted by the Decommissioning work or by Construction or Operation of the facility, except gravel roads and paths established for the Operation of the facility, shall be de-compacted, scarified, and restored six (6) inches in depth.

4.2.2 Decommissioning shall begin immediately after the Facility has, for a period of six (6) months, ceased operating as a solar energy facility collecting and storing energy and then transferring and distributing it to the electrical grid and shall be diligently pursued, as determined by the County in its sole discretion, and completed within eighteen (18) months from the Decommissioning Commencement Date. Prior to its expiration, the County may extend this one year Decommissioning period by six (6) months if the County finds that the Operator commenced Decommissioning the Solar Facility diligently and continuously worked to Decommission the Facility throughout the Decommissioning period, and is reasonably expected to complete the Decommissioning within the additional six month period.

- 4.2.3** Periods during which the Facility is not operational for maintenance, repair, or due to catastrophic events beyond Bookers Mill's control, during which Bookers Mill works diligently to return the Facility to full Operating status, shall not trigger the Decommissioning requirements herein. Bookers Mill must provide written notice and evidence of the above to the County Administrator during the period in which the Solar Facility is not fully operational. Such notice shall identify the last day on which the Facility was fully operational. Regardless of the efforts of Bookers Mill to return the Solar Facility to full operational status, if the Solar Facility does not operate as a solar energy facility collecting and storing energy and then transferring and distributing it to the electrical grid after the catastrophic event, for a period of two (2) years the Special Exception Permit shall be void and Bookers Mill shall commence Decommissioning no later than the 730th day after the last day the Facility was fully operational.
- 4.2.4** Any change of ownership, lessee, or party responsible for Decommissioning of the facility, or change in any part of the contact information, shall be reported to the County Administrator within sixty (60) days of the change(s).

4.3 Costs of Decommissioning

- 4.3.1** If Decommissioning Activities are not completed within the allotted time, or if the Project is Abandoned, the County may complete or have completed at its expense the Decommissioning Activities required under the terms of the Decommissioning Plan and may recover all costs of completing those Decommissioning Activities from the surety provided as set forth herein.
- 4.3.2** To secure the costs of Decommissioning, Bookers Mill shall at all times, beginning at Commercial Operation and until the termination of Decommissioning, provide financial surety in a form and in an amount approved by the County, except that if the Booker's Mill Solar Facility be transferred to an Investor Owned Utility Company (e.g., Dominion Energy), the surety required of the applicant may be cancelled at the time of the transfer and no further surety will be required.
- 4.3.3** The amount of the surety required shall be 100% of the estimated Decommissioning costs estimated at each Surety Review Date. The estimated costs and surety to meet the above requirements shall be reviewed by the County Administrator on each Surety Review Date, at which time the County Administrator shall determine if the estimates adequately reflect the Decommissioning costs and that the surety will guarantee performance. Should the County Administrator determine that estimated costs and surety are insufficient, the County Administrator shall determine

adequate surety and communicate the deficiencies to Bookers Mill who shall then provide the adequate surety within one hundred eighty (180) days following the Surety Review Date.

4.3.4 Surety must be provided in the form of a cash bond deposited with the County; by an irrevocable letter of credit provided for the County's benefit; or by a surety bond listing the County as the obligee, as otherwise provided in Section 15.2-2241.2 of the Code of Virginia.

4.3.4.1 A cash bond shall be in the form of a cashier's check or certified check deposited with the County which has cleared all issuing institutions. Any interest accruing on such funds shall be added to the total amount and retained by the County for Decommissioning. The deposit shall be accompanied by a letter agreement, acceptable to, and issued by, the County Administrator, confirming that the cash deposit is to be held by the County to guarantee the performance of the Decommissioning work required herein, and should the facility be abandoned or should the Decommissioning work not be diligently undertaken or performed according to the requirements herein, or should the Special Exception Permit be revoked, lapse, expire, or be voided, the County may expend the deposited funds to undertake the Decommissioning work required herein, without more, after providing written notice to the person identified as owner of the property in the land records of Richmond County as of the date of the notice. Within six (6) months of the completion of the Decommissioning work required herein by a person or entity other than the County or a contractor engaged by the County, as confirmed by the County Administrator, the cash bond and accrued interest, less any amounts expended by the County as allowed herein, shall be released and paid to the person identified as owner of the property in land records of Richmond County as of the date of the completed Decommissioning or as otherwise directed by that owner of the property.

4.3.4.2 An irrevocable letter of credit shall mean an instrument provided by a lending institution guaranteeing payment to the County within seventy-two (72) hours of the County's written notice to the institution that the Solar Facility has been Abandoned or the Decommissioning Activities has not been diligently undertaken or performed according to the requirements herein and demand to the

institution for the funds, without more. The letter of credit shall have no expiration date or required renewal and shall remain in effect for the benefit of the County and shall under no circumstances be withdrawn before the Decommissioning Activities required herein is completed or the amount guaranteed has been fully drawn by the County. The letter of credit shall require that the County be notified six (6) months prior to any cancellation or alteration of the letter of credit. Should the County receive notice that the letter of credit will be cancelled or otherwise become unavailable or decrease, or should this Special Exception Permit be revoked, lapse, expire or be voided, the County may, immediately draw down the entirety of the letter of credit and convert the surety to a cash bond to be deposited with the County and subject to the terms herein; this shall be specifically reflected in the language of the irrevocable letter of credit. The County may expend the guaranteed funds, without more, to undertake the Decommissioning Activities required herein and required pursuant to the terms of the Decommissioning Plan after providing written notice to the person identified as the owner of the Property in the land records of Richmond County as of the date of the notice. Within six (6) months following the completion of the Decommissioning Activities required herein and required pursuant to the terms of the Decommissioning Plan by a person or entity other than the County or a contractor engaged by the County, as confirmed by the County Administrator, the letter of credit shall be released by the County.

4.3.4.3

A surety bond shall mean a bond issued by a company with an AM Best rating of A++, that is treasury listed, and that is licensed to do business in the Commonwealth of Virginia. The surety bond shall list the County as an obligee and shall remain in effect for the benefit of the County and shall under no circumstances be withdrawn or cancelled before the Decommissioning Activities required herein and required by the terms of the Decommissioning Plan are completed or the amount guaranteed has been fully paid to the County. The surety bond shall require that the County be notified six (6) months prior to any cancellation or alteration of the bond. Should the County receive notice that the surety bond will be cancelled or otherwise become unavailable or decrease below the limits required herein, or should the Special Exception Permit be revoked, lapse, expire or be voided, the County may, immediately

file a claim, for the entirety of the amount of the bond, the guarantor shall pay the amounts guaranteed and the County shall convert the surety to a cash bond to be deposited with the County and subject to the terms herein; this shall be specifically reflected in the language of the surety bond. The County may expend the guaranteed funds, without more, to undertake the Decommissioning Activities required herein and required pursuant to the terms of the Decommissioning Plan, after providing written notice to the person identified as the owner of the Property in the land records of Richmond County as of the date of the notice. Within six (6) months following the completion of the Decommissioning Activities required herein by a person or entity other than the County or a contractor engaged by the County, as confirmed by the County Administrator, the surety bond shall be released by the County.

4.3.4.4 Should this Special Use Permit be revoked, lapse, expire, or be voided, the County may immediately draw down all of the surety funds and convert them into a cash bond for purposes of Decommissioning as set forth hereunder and as set forth in the Decommissioning Plan. In such case, no contractual agreement shall be required for the cash bond. This shall be reflected in the surety provided.

4.3.4.5 Should the funds guaranteed for the Decommissioning Activities for any reason not be sufficient for the County to complete the Decommissioning Activities as allowed for herein and as set forth in the Decommissioning Plan, Bookers Mill shall be and shall remain liable to the County for the difference between the guaranteed funds and the amounts required to Decommission the Solar Facility and shall pay the difference to the County upon demand. The County shall not be liable to any party in any way for the funds drawn pursuant to the conditions set out herein and expended in relation to Decommissioning.

4.3.4.6 Should the Facility be Abandoned, or should the Special Exception Permit be revoked, lapse, expire, or be voided, or should the Decommissioning Activities not be diligently undertaken or performed, and should the County draw down the funds for the purpose of performing the Decommissioning Activities and

mobilize its contractors to perform the Decommissioning Activities or otherwise incur liability to its contractors for the performance of the Decommissioning Activities, Bookers Mill shall have no right to perform the Decommissioning Activities unless specifically authorized by the County in a writing that confirms that the County has incurred no liability to any contractors to perform the Activities or that any such liability is transferrable as deemed acceptable to the County.

4.3.4.7

Bookers Mill shall immediately, upon written demand by the County or any person or entity authorized to act on behalf of the County, without more, grant or release to the County, or any person or entity authorized to act on behalf of the County, under terms deemed acceptable by the County, all necessary real property rights, personal property rights, either or both, as determined solely by the County, other than fee simple ownership or a leasehold interest of the real property, so that the County or any person or entity authorized to act on behalf of the County may undertake any required Decommissioning Activities that have not otherwise been performed as required. This shall include, but may not be limited to, releasing any interest in the personal property, facilities, fixtures, and structures which are to be removed and recycled, disposed of, or otherwise demolished.



Richmond County Planning Commission

August 10, 2020 - 7:00 P.M.

Agenda

1. Call to Order, Invocation, and Pledge of Allegiance
2. Public Comment
3. Approval of Minutes – July 6, 2020 / July 13, 2020
4. Public Hearings:

Eli I. and Elsie S. Hertzler propose to rezone approximately 2 acres (a portion of Tax Map No. 31-105) located at 1498 Sharps Road, Warsaw, VA, from Agricultural, General (A-1) to Business, General (B-1) for the purpose of a community variety store.

Application from Hemings Solar Partners, LLC to determine whether the project is in substantial accord with the Richmond County Comprehensive Plan. The property for which the substantial accord determination will be conducted is identified as Tax Map No. 15-26.

Application from Hemings Solar Partners, LLC for a Special Exception Permit in order to allow for a Utility Scale Solar Facility to be located on Tax Map No. 15-26 (2201 Richmond Road, Warsaw, VA).

5. Bookers Mill Solar – Strata Solar Discussion
6. Other Business
7. Adjourn