



TO: Richmond County Planning Commission

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

DATE: September 28, 2020

RE: October 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, October 5, 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 PC meeting – October 5, 2020

Join Zoom Meeting

<https://us02web.zoom.us/j/84693697493?pwd=VGRla3BXTHhDOGRyOW9mYlFlc05BQT09>

Meeting ID: 846 9369 7493

Passcode: 698529

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](https://www.youtube.com/channel/UCAv_V3yu83Fm_R4bahGGA_g)

A public hearing will be held for the following:

**Cecil J. Sills, Jr. proposes to rezone a portion of Tax Map No. 43(5)11 located at 2170 Simonson Road, Farnham, VA, from Residential, Limited (R-1) to Residential, Mixed Use (R-3) for the construction of a multi-family dwelling.**

A copy of the application and applicable attachments are included for your review.

Following the public hearing as noted above, we will continue discussion on the Hemings Solar/EDF project. As a result of last month's meeting, a small change was made in paragraph 33 of the conditions. I have included a copy of the most recent conditions for your review prior to the meeting. In addition, concern has been raised as to the fixed knot fencing that was proposed at this site. After communication with Chris Gordon at EDF, it has been decided that the fencing will be adjusted to a chain link style as a precaution for animal safety.

Also enclosed are a copy of the public notice, proposed agenda for the October 5<sup>th</sup> 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.

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

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

[www.co.richmond.va.us](http://www.co.richmond.va.us)



HOPE D. MOTHERSHEAD  
Director of Planning & Zoning

T. RICHARD ENGLISH  
Environmental Compliance Officer

CLAYTON S. WOOLARD  
Building Official

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## PUBLIC NOTICE – PLANNING COMMISSION

In accordance with Section 15.2-2204 of the Code of Virginia, 1950 as amended and pursuant to Section 15.2-2310 of the Code of Virginia, 1950 as amended, the Richmond County Planning Commission hereby gives notice that a Public Hearing will be held starting at 7:00 p.m., Monday, October 5, 2020 in the Richmond County Public Meeting, 101 Court Circle, Warsaw, Virginia 22572 for the following:

- Cecil J. Sills, Jr. proposes to rezone a portion of Tax Map No. 43(5)11 located at 2170 Simonson Road, Farnham, VA, from Residential, Limited (R-1) to Residential, Mixed Use (R-3) for the construction of a multi-family dwelling.

The complete re-zoning application may be viewed at the Richmond County Administrator's Office at 101 Court Circle, Warsaw, VA 22572 between 9:00 a.m. and 5:00 p.m.

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Hope D. Mothershead,  
Director of Planning and Zoning



## Richmond County Planning Commission

October 5, 2020 - 7:00 P.M.

### Agenda

1. Call to Order, Invocation, and Pledge of Allegiance

2. Public Comment

3. Approval of Minutes – September 8, 2020

4. Public Hearings:

**Cecil J. Sills, Jr. proposes to rezone a portion of Tax Map No. 43(5)11 located at 2170 Simonson Road, Farnham, VA, from Residential, Limited (R-1) to Residential, Mixed Use (R-3) for the construction of a multi-family dwelling.**

5. Hemings Solar Partners, LLC – EDF Solar Discussion

6. Other Business

7. Adjourn

**REZONING OF PARCEL FROM RESIDENTIAL, LIMITED (R-1) TO  
RESIDENTIAL, MIXED USE (R-3)  
TAX MAP NO. 43(5)11 (PORTION OF) – Project No. 11769**

- Mr. Cecil J. Sills, Jr. owns a parcel of land located at 2170 Simonson Road, Warsaw, VA, containing approximately 2.26 acres.
- Mr. Sills wishes to subdivide the parcel and reserve a portion in the rear of the property for the construction of a multi-family, 3-unit dwelling. Mr. Sills has built and maintained other similar structures within the County.
- The entrance to the multi-family dwelling is already in existence.
- The parcel of real estate is currently zoned Residential, Limited (R-1) therefore, only allowing for single family dwellings.
- Mr. Sills has applied for a re-zoning to Residential, Mixed Use (R-3), which would ultimately allow him to use the parcel for a Multi-Family, Three Unit Dwelling.

The primary uses of a R-3 District are residential in nature. This proposal from Mr. Sills only includes the aspect of residential development. However, the district also lends itself to a planned community environment wherein there would be a mix of family life, shopping and job opportunities. As a result of this possible mix of development, the R-3 District is set up for approval in phases. In the past, the Board has waived the “phasing” of this type of project and allowed for administrative approval of the final site plan.

**RICHMOND COUNTY**  
**APPLICATION FOR REZONING/ZONING ORDINANCE AMENDMENT**

Project Number: 11769  
 Date Received: \_\_\_\_\_  
 Fee Amount: \$ 545.00  
 Date Paid: 9-18-20

**TO BE COMPLETED BY APPLICANT:**

C. J. SILLS, JR.

*Applicant Name*

4260 HALES POINT ROAD FARNHAM VIRGINIA 22460  
*Address City State Zip*

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

804-761-0360

*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: REZONE PARCEL FROM R-1 TO R-3 FOR CONSTRUCTION OF A 3 UNIT DWELLING

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: FARNHAM, VIRGINIA
2. Election District: FARNHAM
3. Tax Map Number: 43((5)) PARCEL 11

4. Current Zoning Classification: R1
5. Current land use and condition of site: RESIDENTAL
6. Zoning of surrounding land/property: RESIDENTAL AND AGRICULTURAL
7. What is the applicant's interest in the premises affected? OWNER
8. What purpose will the property be served by granting this rezoning? MULTI-FAMILY RESIDENTAL

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

**An application fee of \$** \_\_\_\_\_

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** WAIVED

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** SEE ATTACHED PLANS

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**

FROM RICHMOND COUNTY ADMINISTRATION COMPLEX TURN RIGHT ONTO VA-3 EAST, DRIVE 11.7 +/- MILES THEN TURN RIGHT ONTO STATE ROUTE 608, DRIVE 0.9 +/- MILES THEN TURN LEFT ONTO STATE ROUTE 608, DESTINATION WILL BE 2.2 +/- MILES ON THE RIGHT FROM ROUTE 608

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.

*Cecil J. Sells Jr.* 8-21-20  
Applicant Signature Date

*Cecil J. Sells Jr.* 8-21-20  
Property Owner Signature Date

Accepted by: *Hope M. Mansfield*

Date: *9/18/2020*

**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.: 43(5)11

Present Zoning: R-1

Section: \_\_\_\_\_

Election District: 4

Block: \_\_\_\_\_

Property Area (acres): 2.26

Lots: \_\_\_\_\_

Property Frontage (feet): \_\_\_\_\_

Subdivision: \_\_\_\_\_

Property Depth (feet): \_\_\_\_\_

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: 9-18-20

Advertising Deadline: 9-18-20

Building Department Review/Comments: \_\_\_\_\_

Planning/Zoning Department Review/Comments: \_\_\_\_\_

Date of Public Hearing for the Planning Commission: 10-5-20

Date of Public Hearing for the Board of Supervisors: \_\_\_\_\_

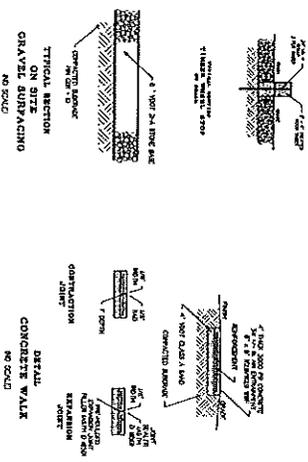
Planning Commission Vote: Approve: \_\_\_\_\_ Vote: \_\_\_\_\_ Disapprove: \_\_\_\_\_ Vote: \_\_\_\_\_

Board of Supervisors Vote: Approve: \_\_\_\_\_ Vote: \_\_\_\_\_ Disapprove: \_\_\_\_\_ Vote: \_\_\_\_\_

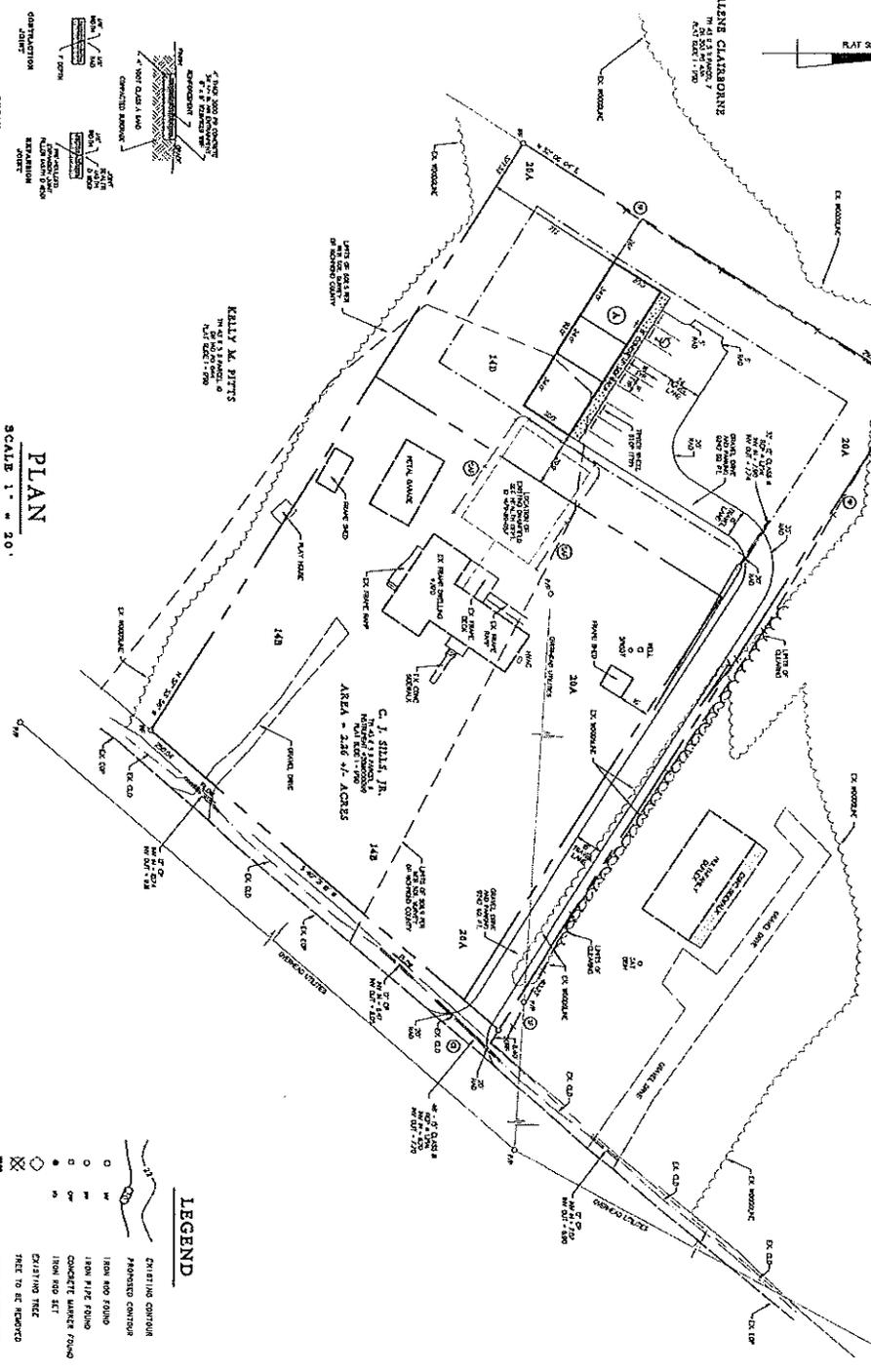
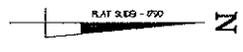
Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTES**

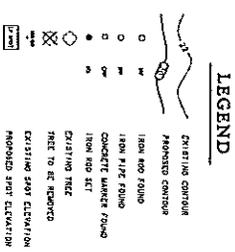
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PROPOSED  
 2,769 SQ. FT.  
 MULTI-FAMILY TRIPLEX  
 2 - 2 BEDROOM UNITS  
 1 - 1 BEDROOM UNIT  
 27 - 1,023



MISS UTILITY : 811



STORMWATER BEST MANAGEMENT PRACTICES PLAN  
**CECIL J. SILLS, JR.**  
 FARNHAM MAGISTERIAL DISTRICT  
 RICHMOND COUNTY, VIRGINIA



DATE	DESCRIPTION	APPD.

**J. L. HOWETH, P.C.**  
 CONSULTING ENGINEERING • LAND SURVEYING •  
 www.jlhowethpc.com  
 2833 COPLER HIGHWAY • P. O. BOX 1684  
 MONTRUSS, VIRGINIA 22560 TAPPAHANNOCK, VA 22560  
 TELEPHONE : 804-693-1333 TELEPHONE : 804-443-6367

JOB NO.  
 SHEET | OR |

SCALE : AS NOTED | SEPTEMBER 9, 2019 | DRAWN BY: JLN  
 UNAUTHORIZED USE OF DOCUMENTS PROHIBITED

2018/099  
2-9-2018

TAX MAP 43 (5), PARCEL 11  
Assessment: \$86,000.00  
Consideration: \$86,000.00

Prepared by: Matson C. Terry, Esq., VSB #15296  
Return to: River Title & Escrow

Title insurance underwriter: Fidelity National Title Insurance Company

THIS DEED, Made as of the 1st day of February, 2018, by and between THOMAS O. DANEKER, IV, by TIMOTHY E. DANEKER, his attorney in fact pursuant to that certain Durable Power of Attorney, January 18, 2005, recorded in the Clerk's Office of the Circuit Court of Richmond County, Virginia, immediately preceding this deed, GRANTOR, and C. J. SILLS, JR., of 4260 Hales Point Road, Farnham, Virginia, 22460, GRANTEE.

WITNESSETH:

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, subject to the exceptions hereinafter set forth, unto the Grantee, in fee simple absolute, the real estate more particularly described on Schedule A, attached hereto, recorded herewith, and, by this reference, expressly made a part hereof.

WITNESS the following signature and seal:

THOMAS O. DANEKER, IV  
By: Timothy E. Daneker (A.A.)  
Timothy E. Daneker, Attorney in fact for  
Thomas O. Daneker, IV, under that certain power of  
of Attorney dated January 18, 2005, duly recorded in  
the Clerk's Office aforesaid simultaneously with these  
presents. Reference is hereby expressly made to that  
certain affidavit, attached hereto and made a part  
hereof by this reference.

LAW OFFICES  
HUBBARD, TERRY  
& BRITT  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
IRVINGTON, VIRGINIA 22480

COMMONWEALTH OF VIRGINIA,  
CITY/COUNTY OF ESSEX, to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, do certify that  
TIMOTHY E. DANEKER, attorney in fact for THOMAS O. DANEKER, IV, whose name as such  
is signed to the foregoing instrument bearing date the 1st day of February, 2018, has this day  
acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 8 day of February, 2018.

My commission expires: 10/31/19

Registration # 326964

Andrea Nicoletti  
Notary Public

AFFIX  
SEAL HERE



SCHEDULE A

All that certain lot or parcel of land, together with all improvements thereon, and all rights, ways, privileges and appurtenances thereunto appertaining, lying in Farnham Magisterial District, Richmond County, Virginia, designated as Lot 11, and shown as containing 2.21 acres, more or less, on a plat of the subdivision entitled "*WATERVIEW ESTATES*," prepared by Sterlin L. Headley, L. S., dated May 27, 1988, of record in Plat Book 3, at Pages 97 and 98, in the Clerk's Office of the Circuit Court of Richmond County, Virginia, to which plat reference is hereby made for a more complete and accurate description of the above described property.

Being the same real estate conveyed unto Thomas O. Daneker, IV, from Equity Trustees, LLC, a Virginia limited liability company, substitute trustees under a deed of trust from James E. Rollins, III, by substitute trustee's deed dated August 20, 2012, and recorded in the Clerk's Office of the Circuit Court of Richmond County, Virginia, in Deed Book 294, at Page 430.

This conveyance is made together with and subject to all easements, covenants, conditions and restrictions of record to the extent that they may be applicable to the property herein conveyed.

Exhibit

AFFIDAVIT

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Essex, to-wit:

The undersigned, **TIMOTHY E. DANEKER**, being first duly sworn, deposes as follows:

1. That he is the attorney in fact **THOMAS O. DANEKER, IV**, the principal, pursuant to that certain power of attorney dated January 18, 2005, duly recorded in the Clerk's Office of the Circuit Court of Richmond County, Virginia, simultaneously herewith.

2. That he is without actual knowledge or actual notice of the revocation or termination of the power of attorney by death, disability or otherwise, or notice of any facts indicating the same.

3. That the principals are alive and well as of the date hereof.

4. That this affidavit is made pursuant to Code of Virginia, 1950, as amended, §64.2-1617.

And further this affiant saith not.

Witness my hand and seal this 8 day of February, 2018.

*Timothy E. Daneker* (POA)  
(SEAL)  
Timothy E. Daneker

Subscribed, sworn to and acknowledged before me in my jurisdiction aforesaid by

TIMOTHY E. DANEKER, this 8 day of February, 2018.

My commission expires: 12/31/19  
Registration # 326964

*[Signature]*  
Notary Public



NOTARY AFFIX  
SEAL HERE!

INSTRUMENT 18000099  
RECORDED IN THE CLERK'S OFFICE OF  
RICHMOND COUNTY CIRCUIT COURT ON  
February 9, 2018 AT 03:39 PM  
\$86.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$43.00 LOCAL: \$43.00  
CHERYL B. PIERSON, CLERK  
RECORDED BY: SMW

MAIL TO: SILLS CECIL J JR  
 4260 HALES POINT ROAD  
 FARNHAM, VA 22460-0000

TICKEY #: 5556  
 2019 REAL ESTATE TAXES  
 Office of the Treasurer  
 Kristie S. Brann, Treasurer  
 Richmond County  
 P.O. Box 400  
 Warsaw, Virginia 22572

13272

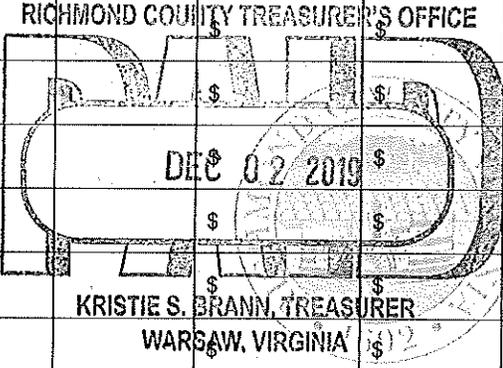
SILLS C J JR

DEEDED OWNER:

Parcel: 43(5)11 County levy per \$100 of Total Tax Value is \$0.70  
 District: 1 If paid after Dec. 5, levy plus 10% penalty is due: \$662.20  
 Acres: 2.26 10% interest will be applied from January 1st to date of payment.

Land Value: 26,780  
 Improvements Value: + 59,220  
 Fair Market Value: 86,000  
 Land Use Deferred: - 0  
 Total Tax Value: 86,000  
 Tax Due: \$602.00  
 Advance Payments: - \$0.00  
 Tax Credits: - \$0.00  
 Pay This Amount By December 5 → \$602.00

Brought Forward	Date	Tax	Penalty	Interest	Total
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$



OFFICE COPY

*BSneed CK*





Hemings Solar Partners, 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 Hemings Solar Partners, LLC 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.

2. The site shall be developed, constructed, operated, and decommissioned in 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, if any.
  - 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.
  - g. The Erosion and Sediment Control Plan approved by Richmond County.
  - h. The Stormwater Management Plan approved by DEQ.

3. The following terms shall have the following meanings if or when used in these Conditions:
- a. **"Abandoned"** means the discontinuation of power generation by the Solar Facility for a period of at least 180 consecutive days, except in the event of a force majeure event requiring reconstruction.
  - b. **"Applicant"** means Hemings Solar Partners, LLC.
  - c. **"Approved Site Plan"** means the detailed drawing showing all equipment, excavation, landscaping, and other changes or improvements to be made to the real property or properties for the development of the Project following approval of the Special Exception Application by the Richmond County Planning Commission, and the Richmond County Board of Supervisors and administrative review and approval by Richmond County Staff.
  - d. **"Board"** means the Board of Supervisors of Richmond County, Virginia.
  - e. **"Commercial Operation"** means the period beginning on the date that the sale of electricity generated from the Solar Facilities to a third party through the Grid commences pursuant to a Power Purchase Agreement and terminating contemporaneously with the commencement of Decommissioning.
  - f. **"County Administrator"** means the county administrator of Richmond County, Virginia.
  - g. **"Decommission" or "Decommissioning" or "Decommissioning Activities"** means the work on the Solar Facility to remove improvements on the real property and to otherwise comply with the Decommissioning Plan.
  - h. **"Decommissioning Plan"** means the plan for Decommissioning Activities submitted by Hemings Solar and approved by the County.
  - i. **"Grid"** means the interconnected network for delivering electricity from producers to consumers (consisting of generating stations, electrical substations, high voltage transmission lines, and distribution lines that connect individual customers) to which the Project is connected and provides power.

- j. **"Investor Owned Utility Company"** means an electric utility as defined in Section 56-576 of the Code of Virginia.
- k. **"Operator"** means any party which undertakes the management, maintenance, and operation of the Solar Facility, including, but perhaps not limited to, as assignee of the Applicant.
- l. **"Power Purchase Agreement"** means the written agreement pursuant to which electricity generated from the Solar Facilities is sold to a third party.
- m. **"Project"** means the Solar Facility on the Site, including the following: (i) the development, design, procurement, construction, installation, commissioning, testing, interconnection, and start-up of the Solar Facility on the Site; (ii) the operation, repair, replacement, and maintenance of the Solar Facility on the Site; and (iii) the decommissioning and removal of the Solar Facility from the Site.
- n. **"Related Entity"** or **"Related Entities"** means any two or more entities described in I.R.C. § 267(b).
- o. **"Site"** or **"Solar Facility Site"** means all properties to be leased or purchased by the Applicant or any Related Entity for development in connection with the Project, identified as follows: Richmond County Tax Map Identification Numbers
- 
- p. **"Site Plan"** means the detailed drawing showing all equipment, landscaping, roads, retention facilities, fencing, buffers, and other changes or improvements to be made to the real property or properties for the development of the Project.
- q. **"Solar Facility"** or **"Solar Facilities"** means the Site together with all equipment, apparatus, or other items of personal property used for the Construction, Operation, or Decommissioning of the Project.
- r. **"Surety Review Date"** means the date by which the Applicant will update the cost estimate in the Decommissioning Plan every seven (7) years and reimburse the County for the actual and reasonable, out-of-pocket costs of each such independent review and analysis by a licensed engineer of each decommissioning cost estimate revision.

4. The Site shall be developed in general conformance with the information and exhibits submitted with the Special Exception Permit application (the “SEP” Application), except as modified by associated conditions, the Approved Site Plan, and as required by the land development ordinances of Richmond County.
5. This Special Exception Permit (SEP) is issued to the owners of the properties for which the special exception permit application was submitted (the Properties) and shall run with the land unless and until this SEP is revoked, expires, or is voided.
6. An approved site plan (the “Approved Site Plan”) shall be required for this use.
7. The Applicant shall submit an Emergency Response Plan (the “ER Plan”) with the submission of the Site Plan. The ER Plan shall include fire suppression methods that can be deployed during both the construction and operation of the project. The ER Plan shall also include a program of education and training to be provided for County emergency response staff covering onsite emergency response.
8. 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 by applicable codes and standards, or deemed by the County to be in the interest of the safety and welfare of the community, shall be required.
9. Hemings Solar Partners, LLC will reimburse to the County for all reasonable, out-of-pocket 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, legal fees and consulting fees; however legal fees shall not be assessed to Hemings Solar Partners, LLC after construction is completed. The purpose of the reimbursement payments is to defray the costs and expenses incurred by the County in connection with (i) the zoning and permitting processes

related to the approval of the Solar Facility, (ii) the permitting process with federal and state agencies, as applicable, and (iii) the construction of the Solar Facility. Should the special exception permit application submitted by Hemings Solar Partners, LLC for the Project not be approved by the County, no reimbursement under this paragraph will be owed by Hemings Solar Partners, LLC to the County.

## **SECTION II. BUFFERS, HEIGHTS, AND SETBACKS**

10. Buffers throughout the Site shall include the following:
  - a. All setbacks shall be no less than those shown on the site plan approved by Richmond County.
  - b. The Site Plan will identify a Maximum Extent of Project Area, outside of which solar panels or other equipment will not be located. The solar panels or other equipment of the Solar Facility will not be located within the standard setbacks established by Section 157.041 of the County Ordinance.
  - c. The Site Plan will include a vegetative buffering plan (the "Vegetative Buffer Plan") that will limit the visibility of the Solar Facility from the public rights-of-way adjacent to the Site. For purposes of this Condition, "Solar Facility" does not include the perimeter security fencing, gravel access road, or interconnection equipment. Also, the "Solar Facility" is not an objectionable feature, within the meaning of County Ordinance Section 157.101(C)(8). All vegetative buffering areas, as shown on the Vegetative Buffer Plan, shall enable insolation of the Solar Facility and may be 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.
  - d. Vegetative buffering areas shall be installed and, as necessary, managed to ensure health and preservation of the vegetation. Any vegetative buffering that is dead during the operating period shall

be removed and replaced in conformance with the approved site plan. The type and height of replacement vegetation shall be similar to that of which was originally planted during construction. In the event that the vegetative buffering is severely damaged due to an unusual weather occurrence or natural catastrophe, the Project shall have one year or one growing season, whichever is sooner, to replace or replant.

- e. 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.
- f. 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. Subject to compliance with applicable site safety requirements and upon reasonable prior notice, 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, Subject to compliance with applicable site safety requirements, County officials may enter the Site upon at least one week's 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 Use 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. All heavy construction traffic to include dump trucks, tractor and trailer, suppliers, trucks carrying equipment shall enter the site at the designated private driveway on the north side of Route 360 (Richmond Road).
15. 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.
16. Dust containment measures shall be utilized at all times, as necessary, to contain dust from constituting a nuisance to nearby residents.
17. The Solar Facilities shall be enclosed within security fencing not less than six (6) feet in height.
18. The Project will not utilize permanent lighting. If installed at a later date, lighting will be downward facing, motion activated security lighting located at the Project entrance gate or at the control panels near the equipment pad.
19. Prior to 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 the form of any surety bond

must be approved by the County Administrator. The County will release, return, and terminate the roadway surety upon completion of construction and Commercial Operation of the Project.

20. Delivery routes to the site shall include Route 360 East Bound and West Bound to the private driveway into the Hemings Solar Partners, LLC Site.
21. The Solar Facilities shall be constructed and operational within two (2) years of approval. The Zoning Administrator may approve an extension of up to one (1) year upon written request from the Applicant detailing the need for an extension.
22. 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 or other materials prohibited by federal or state agencies.
23. Storage on the Site of power generated by the Facility is prohibited.
24. No panels, inverters, pyranometers, substations, or any other component of the Solar Facility, except fencing, shall be located in a floodplain.
25. 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**

26. 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 reasonable, out-of-pocket costs incurred by the County related to retaining such third-party inspectors, plan reviewers, and advisors as reasonably necessary 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 upon reasonable, prior notice and subject compliance with Site safety requirements. The phasing of land disturbance shall be detailed in the Erosion and Sediment Control plan and accompanying project narrative.
  
27. The Applicant agrees to maintain stabilization of the Site at all times in compliance with Virginia Department of Environmental Quality (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. In order to ensure orderly development of the Solar Facility and to protect the stabilization and environmental integrity and quality of the Site, no more than fifty percent (50%) of the total site development area shown on the Approved Site Plan may be disturbed at any point in time. For purposes of this condition number 27, an area that for which any one or more of the following is true is not considered to be disturbed: the area has established ground cover, the County has determined that the area is not disturbed, an area where temporary stabilization measures have been implemented, gravel driveways, or laydown areas.

28. Soil testing shall be conducted on the Site as follows:
- a. Testing shall be conducted in no less than three (3) locations on the Site, at least one location being within proximity to panels of each different type or manufacturer. Samples will be collected from a depth of six inches below ground surface.
  - 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 Priority Pollutant 13 Metals (arsenic, antimony, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, thallium, and zinc) in accordance with EPA methods SW 6020, SW 6020A, SW1312, and 200.8.
  - 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 for soil testing or reports of soil testing provided to Richmond County.

## **SECTION V. DECOMMISSIONING**

29. Decommissioning shall be conducted in accordance with the Decommissioning Plan approved by Richmond County.
30. The Applicant or the Operator shall provide a Notice of Decommission to the County Administrator of Richmond County within thirty days of a determination to cease Operation of the Solar Facility.

31. Prior to the commencement of Construction, the Applicant shall submit to the County and receive County approval of a Decommissioning Plan. The Applicant 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:
  - a. Specifications for the removal of all solar equipment, buildings, cabling, electrical components, foundations, pilings, and fencing.
  - b. A requirement that all Site real property must be restored to the condition of the property as of the date Construction commences (reasonable wear and tear excepted).
  - c. 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.
32. Decommissioning shall begin immediately after the Facility has, for a period of six (6) consecutive months, ceased operating as a solar energy facility distributing energy 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 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.
33. Periods during which the Facility is not operational for maintenance, repair, or due to catastrophic events beyond Hemings Solar's control, during which Hemings Solar works diligently to return the Facility to full Operating status, shall not trigger the Decommissioning requirements herein. Hemings Solar 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

Hemings Solar to return the Solar Facility to full operational status, if the Solar Facility does not operate as a solar energy facility distributing energy to the electrical grid after the catastrophic event, for a period of ~~two (2) years~~ eighteen (18) months, the Project shall be deemed Abandoned and Hemings Solar shall commence Decommissioning no later than the ~~730th~~ 548th day after the catastrophic event occurred.

34. Any change of 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).
35. 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.
36. To secure the costs of Decommissioning, Hemings Solar 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. If the Solar Facility is transferred to a public utility or an Investor or Member Owned Utility Company (e.g.,: Old Dominion Electric Cooperative or its successor entity), the surety required of the Applicant may be cancelled at the time of the transfer and no further surety will be required.
37. The amount of the surety required shall be 100% of the estimated Decommissioning costs estimated at each Surety Review Date, less the scrap or repurposing value of the Solar Facility. 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 any scrap or repurposing value and that the surety will guarantee performance. Should the County Administrator determine that estimated costs and surety are insufficient, the County Administrator and Hemings Solar shall mutually agree to determine the

correct surety amount; and Hemings Solar shall then provide the agreed, adequate surety within one hundred eighty (180) days following the Surety Review Date or, if later, within thirty (30) days after the County Administrator and Hemings Solar agree on the adequate surety amount.

38. 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, an hypothecated account, an escrow account, or a guaranty issued by a credit-worthy entity, or as otherwise provided in Section 15.2-2241.2 of the Code of Virginia.

a. 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 due to violation thereof by Hemings Solar, 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 Hemings Solar or, if the Project has been Abandoned, 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.

- b. 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 thirty (30) days 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 due to violation thereof by Hemings Solar, 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 Hemings Solar or, if the Project is Abandoned, 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 and any amounts drawn on the letter of credit, less any amounts expended by the County as

allowed herein, shall be released and paid to Hemings Solar or, if the Project has been Abandoned, 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.

- c. 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 thirty (30) days 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 due to violation thereof by Hemings Solar, 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 Hemings Solar, or, if the Project is Abandoned, 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, and the bond funds paid to the County less any amounts expended by the County as allowed

herein, shall be released and paid to Hemings Solar or, if the Project has been Abandoned, 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.

39. Should this Special Use Permit be revoked, lapse, expire, or be voided due to violation thereof by Hemings Solar, 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.
40. 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, Hemings Solar 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.
41. Should the Facility be Abandoned, or should the Special Exception Permit be revoked, lapse, expire, or be voided due to violation thereof by Hemings Solar, 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, Hemings Solar 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. The Applicant or the Operator 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.