



TO: Richmond County Planning Commission

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

DATE: September 1, 2020

RE: September 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 **TUESDAY**, September 8, 2020, beginning at 7:00 P.M. in the **Public Meeting Room, 101 Court Circle, Warsaw, VA**. The meeting is being held on a Tuesday since Labor Day falls on our normal meeting date.

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 – September 8, 2020, 7:00 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/88940142972?pwd=VWV6a0Y2ajYwdHJPeFZ1eXJYVHhHZz09>

Meeting ID: 889 4014 2972

Passcode: 319543

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

There are no public hearings scheduled for the September meeting. However, we will circle back for discussion on the Hemings Solar project. Enclosed with this memo are revised conditions and site plan. The revisions were made based upon the comments from the August 10th Planning Commission meeting. EDF provided the following summary of changes:

Site Plan

- The site plan and all future figures and plans will indicate that the adjacent parcel to the west is owned by The United States of America, US Dept of Interior, Fish & Wildlife Service
- Vegetative screening has been added to include the side of the project area that is adjacent to the NWR

Conditions

- Addition of language to 10 (d.) to indicate that dead trees or shrubs in the vegetative screening will be replaced. (This was a request from the FWS & Friends of NWR)
- Addition of condition #28 to include soil sampling of the project site. (County Staff, County Attorney and EDF agreed that including soil sampling versus test well sites would be more beneficial.)
- Removal of the 36" depth in decommissioning language (31 (a.)) (Per the request of the Planning Commissioners)

EDF is also continuing to work with Friends of the NWR to incorporate additional species of native trees/plants to the vegetative screening areas. They intend to implement those details during the site plan approval process.

Another concern of the commissioners was equipment manufacturing locations. To address those questions, enclosed is a memo setting forth the origin of the panels proposed for the site.

Lastly, concerns were expressed by email on the caps for reimbursement to the County. After numerous conversations, County staff, County attorney and EDF suggested these limits in amounts to address reimbursements in legal fees and all third-party reviews. This project is not expected to have a large amount of fees incurred because of the size and location.

The proposed agenda for the September 8th meeting and minutes from the prior meeting have been attached hereto for your review.

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.

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
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- 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 ten (10) years and reimburse the County for up to seven thousand five hundred dollars (\$7,500) of 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 commences, and provided,

however, that the total amount of such reimbursement shall not exceed five thousand dollars (\$5,000). 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.

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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 provided, however, that the total amount of such reimbursement shall not exceed five thousand dollars (\$5,000). 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.
- 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

~~28.29.~~ Decommissioning shall be conducted in accordance with the Decommissioning Plan approved by Richmond County.

~~29.30.~~ 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.

~~30.31.~~ 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 ~~to a depth of thirty-six (36) inches.~~
- 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.

~~31.~~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.

~~32.~~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 the Project shall be deemed Abandoned and Hemings Solar shall commence Decommissioning no later than the 730th day after the catastrophic event occurred.

~~33.34.~~ 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).

~~34.35.~~ 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.

~~35.36.~~ 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.

~~36.37.~~ 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; provided that the total stated surety value shall not exceed \$125,000. 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.

~~37.~~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.

~~38.~~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.

~~39.~~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.

~~40.~~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.



MEMORANDUM

Date: August 27, 2020

To: Richmond County Planning and Zoning Department

From: EDF Renewables, Distributed Solutions on behalf of Hemings Solar Partners, LLC

Subject: **Manufacturing Locations for Proposed Solar Facility Equipment**

This memorandum is in response to questions from Planning Commissioner John Lewis regarding where the equipment to be used at the Hemings Solar Project (the "Project") is manufactured. The questions were raised during the Richmond County Planning Commission's special session held on July 13, 2020, and at a Planning Commission public hearing held on August 10, 2020; the Hemings Solar Project was presented at each meeting.

The Project anticipates utilizing Canadian Solar modules, Power-Electronics inverters, and Nextracker single-axis trackers as described in our previous memorandum and the attached specification sheets provided to the Commission on August 4th, 2020. Final equipment selection may vary and is subject to numerous factors outside of the Project's control.

- **Modules:** Modules will be manufactured in Canadian Solar's facilities in Thailand or Vietnam, although depending on market conditions and manufacturing production schedules at the time the equipment is procured, modules may instead come from manufacturing facilities in Brazil, Canada, China, Indonesia or the U.S.
- **Inverters:** Inverters will be manufactured in Power-Electronics' facilities in Valencia, Spain, although depending on market conditions and manufacturing production schedules at the time equipment is procured, inverters may instead come from manufacturing facilities in Germany, China or India.
- **Single-Axis Trackers & Racking Systems:** Trackers will be manufactured in China, Mexico, Spain or the U.S., with individual parts or components that draw on a diverse supply chain and facilities throughout the world.

Please contact Chris Gordon at chris.gordon@edf-re.com or (434) 996-7430 if the above information does not adequately address the questions raised or additional details are requested.

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Director of Planning & Zoning

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Environmental Compliance Officer

CLAYTON S. WOOLARD
Building Official

Richmond County Planning Commission

September 8, 2020 - 7:00 P.M.

Agenda

1. Call to Order, Invocation, and Pledge of Allegiance
2. Public Comment
3. Approval of Minutes – August 10, 2020
4. EDF – Hemings Solar Partners, LLC (Discussion)
5. Other Business
6. Adjourn