



CUMBERLAND COUNTY BOARD OF SUPERVISORS

Regular Monthly Meeting
Circuit Courtroom, Cumberland Courthouse
17 Courthouse Circle, Cumberland, VA

Amended Agenda

November 15, 2022

7:00 p.m.

7:00 p.m. –

1. **Call to Order**
2. **Roll Call of Members**
3. **Welcome and Pledge of Allegiance**
4. **County Administrator Comments**
5. **Approval of Agenda** **Motion**
6. **State & Local Departments/Agencies/Community Service Provider Reports**
 - a. Cumberland County Public Schools **Information**
 - b. Cumberland County Public Library **Information**
 - c. Cumberland Fire and EMS **Information**
 - d. VDOT **Information**
 - e. Finance Report
 - i. Monthly Budget Report (pg. 1-10) **Information**
 - ii. Appropriation for CuCPS (pg. 11-15) **Motion**
 - f. Planning and Zoning Report
 - i. Planning Project Updates (pg. 16-20) **Information**
 - g. County Attorney's Report
7. **Consent Agenda** **Motion**
 - a. Approval of Bills
 - b. Approval of Minutes (October 11, 2022 and October 24, 2022) (pg. 21-39)
8. **Old Business**
9. **New Business**
 - a. Appointment of New Fire & EMS Chief (pg. 39.1) **Motion**

For questions or information, please contact info@cumberlandcounty.virginia.gov or call 804-492-3800.

10. **Public Hearing Notices/Request to Set Public Hearings**
 - a. REZ 22-03 Ground-Up Garage LLC (pg. 40) **Motion**
 - b. CP 22-01 Parks and Recreation Master Plan (pg. 41) **Motion**
 - c. CA 22-11 Convenience Stores in Business District (pg.42) **Motion**
 - d. CA 22-09 Subdivision Ordinance Budget (pg. 43) **Motion**

11. **Public Hearings**
 - a. Appropriation of American Rescue Plan Act Funds (pg. 44-45) **Motion**
 - b. CA 22-10 Fees (pg. 46) **Motion**
 - c. **Consideration of Sighting Agreement for Cumberland Solar (pg. 46.1-46.13)** **Motion**
 - d. CUP 22-12 SunTribe – Cumberland Solar (pg. 47-250) **Motion**
 - e. **Consideration of Sighting Agreement for Boston Hill Solar (pg. 250.1-250.13)** **Motion**
 - f. CUP 22-13 SunTribe – Boston Hill Solar (pg. 251-388) **Motion**

12. **Additional Information – (pg. 389-398)**
 - a. Treasurer’s Report
 - b. DMV Report
 - c. Monthly Building Inspections Report
 - d. Monthly Business License Report
 - e. Commonwealth Regional Council Report
 - f. Approved Planning Commission meeting minutes – N/A
 - g. Approved Economic Development Authority minutes – N/A
 - h. Approved BZA minutes – N/A

13. **Public Comment**

14. **Chairman and Board Member Comments**

15. **Adjourn – Regular Monthly Meeting December 13, 2022**



DATE: November 15, 2022
TO: Cumberland County Board of Supervisors
Mr. Derek Stamey, County Administrator
FROM: Jennifer Crews, Finance Director
RE: Monthly Budget Reports for October 2022

Summary of Information

The year-to-date budget reports for revenues and expenditures are presented on the following pages.

Board Action Requested

No Board action requested, for information only.

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
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FUND #-100 ** GENERAL FUND REVENUES**

1101	** Real Estate Taxes **	6,889,007.00	6,889,007.00	3,779,362.34	2,024,620.90	4,864,386.10
1102	** Real/Personal Public Service *	950,000.00	950,000.00	194,372.94	194,372.94	755,627.06
1103	** Personal Property Taxes *	2,813,712.00	2,813,712.00	785,494.60	1,312,972.47	1,500,739.53
1104	** Machinery & Tools *	210,000.00	210,000.00	86,111.69	111,477.62	98,522.38
1106	** Penalties & Interest *	290,000.00	290,000.00	26,495.95	87,654.63	202,345.37
1201	** Local Sales & Use Taxes *	700,000.00	700,000.00	67,071.10	283,257.17	416,742.83
1202	** Consumer' Utility Taxes *	162,000.00	162,000.00	22,110.27	59,986.18	102,013.82
1203	** Business License Taxes *	109,000.00	109,000.00	4,419.34	13,951.16	95,048.84
1204	** Franchise License Taxes *	14,000.00	14,000.00	.00	.00	14,000.00
1205	** Motor Vehicle License Tax *	238,000.00	238,000.00	57,777.25	103,684.49	134,315.51
1207	** Taxes On Recordation & Wills *	102,000.00	102,000.00	22,523.22	54,290.84	47,709.16
1301	** Animal Licenses *	6,000.00	6,000.00	90.00	160.00	5,840.00
1303	** Permits & Other Licenses *	73,400.00	73,400.00	8,906.40	82,170.64	8,770.64
1401	** Court Fines & Forfeitures *	70,000.00	70,000.00	10,590.25	30,178.18	39,821.82
1501	** Revenue From Use Of Money *	18,000.00	18,000.00	14,776.10	52,368.79	34,368.79
1502	** Revenue From Use Of Property *	20,000.00	20,000.00	470.00	1,717.14	18,282.86
1601	** Court Costs *	30,360.00	30,360.00	6,916.08	18,031.34	12,328.66
1602	** Commonwealth's Attorney Fees *	500.00	500.00	52.20	187.72	312.28
1603	** Charges For Law Enforcement *	56,000.00	56,000.00	.00	4,500.00	51,500.00
1604	** Charges for Fire & Rescue Service *	200,000.00	200,000.00	23,206.93	93,591.77	106,408.23
1608	** Charges Sanitation & Removal *	500.00	500.00	222.00	725.00	225.00
1613	** Charges For Parks & Recreation *	18,800.00	18,800.00	4,953.11	13,990.96	4,809.04
1616	** Charges For Planning / Com Dev *	2,000.00	2,000.00	425.00	4,775.00	2,775.00
1899	** Miscellaneous *	1,361,757.00	1,505,925.00	44,139.94	1,314,818.94	191,106.06
1902	** Recovered Costs *	400,000.00	400,000.00	.00	.00	400,000.00
2101	** Service Charges *	40,000.00	40,000.00	.00	62,954.53	22,954.53
2201	**NON-CATEGORICAL AID**	1,177,235.00	1,177,235.00	22,199.09	136,116.65	1,041,118.35
2301	** Commonwealth Attorney *	167,302.00	167,302.00	15,400.24	59,620.79	107,681.21
2302	** Sheriff *	769,508.00	769,508.00	64,100.89	229,919.15	539,588.85
2303	** Commissioner Of Revenue *	123,847.00	123,847.00	9,910.21	38,013.04	85,833.96
2304	** Treasurer *	106,580.00	106,580.00	10,063.66	32,918.87	73,661.13
2306	** Registrar/Electoral Boards *	36,910.00	36,910.00	.00	.00	36,910.00
2307	** Clerk Of The Circuit Court *	233,524.00	233,524.00	19,204.50	72,444.59	161,079.41
2308	** DMV License Agent *	36,000.00	36,000.00	3,487.45	14,391.76	21,608.24
2404	**GRANT FUNDS**	125,491.00	125,491.00	29,776.46	58,147.23	67,343.77
3301	**GRANT FUNDS**	86,333.00	86,333.00	41,627.13	53,915.63	32,417.37
	--FUND TOTAL--	17,637,766.00	17,781,934.00	3,378,256.34	6,621,926.12	11,160,007.88

FUND #-150 * Asset Forfeiture Revenue *

1501	INTEREST-STATE	.00	.00	.00	.00	8.59
2402	ASSET FORFEITURE REVENUE (STATE)	25,000.00	25,000.00	2,330.41	2,700.78	22,299.22
	--FUND TOTAL--	25,000.00	25,000.00	2,330.41	2,709.37	22,290.63

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	UNCOLLECTED
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FUND # -201 ** SOCIAL SERVICES FUND (REVENUE)**

1899	Miscellaneous Revenue *	.00	.00	.00	28,249.65	100.00-	
2401	Welfare *	683,557.00	683,557.00	36,550.08	148,962.50	78.20	
3305	Social Services *	921,944.00	921,944.00	66,492.28	264,193.12	71.34	
4105	Fund Transfers *	425,097.00	425,097.00	.00	368,201.20	86.61	
	--FUND TOTAL--	2,030,598.00	2,030,598.00	105,042.36	498,301.07	75.46	

FUND # -205 ** SCHOOL FUND (REVENUES) **

1803	Expenditure Refunds *	.00	.00	22,285.90	56,283.44	100.00-	
1899	Miscellaneous Revenue *	140,568.00	140,568.00	25,385.46	90,404.31	64.31	
2402	State Education *	14,751,874.00	14,766,874.00	1,060,994.47	10,984,073.45	74.38	
2403	State Education *	.00	.00	37,837.41	151,349.64	100.00-	
2404	State Education *	.00	.00	.00	2,639.00	100.00-	
3302	Education *	3,333,201.00	3,333,201.00	652,225.11	2,176,425.75	65.29	
4105	Fund Transfers *	4,881,738.00	4,881,738.00	.00	3,815,795.97	78.16	
	--FUND TOTAL--	23,107,381.00	23,122,381.00	1,798,728.35	16,856,427.40	72.90	

FUND # -207 ** GOVERNOR'S SCHOOL REVENUE **

1501	INTEREST ON BANK DEPOSITS **	.00	.00	834.12	2,519.23	100.00-	
1899	MISC REVENUE **	466,418.00	466,418.00	1,555.00	2,008.00	99.56	
1901	LOCAL CONTRIBUTIONS **	425,000.00	425,000.00	.00	3,504.72	.82-	
2404	STATE FUNDS **	647,852.00	647,852.00	62,065.70	146,091.40	77.44	
	--FUND TOTAL--	1,539,270.00	1,539,270.00	64,454.82	579,123.35	62.37	

FUND # -302 ** CAPITAL PROJECTS FUND REVENUE **

1501	Interest On Bank Deposits *	.00	.00	.00	164.59	100.00-	
4105	Fund Transfers *	30,100.00	174,268.00	.00	.00	100.00	
	--FUND TOTAL--	30,100.00	174,268.00	.00	164.59	99.90	

FUND # -401 * Debt Service Fund Revenues *

4105	Transfers **	3,095,731.00	3,095,731.00	.00	2,349,308.16	24.11	
	--FUND TOTAL--	3,095,731.00	3,095,731.00	.00	2,349,308.16	24.11	

FUND # -500 **CSA FUND REVENUE**

1899	MISCELLANEOUS REVENUE*	.00	.00	.00	13,384.15	100.00-	
2404	REVENUE FROM STATE*	575,000.00	575,000.00	47,231.47	58,217.22	89.87	
4105	*TRANSFERS*	200,000.00	200,000.00	.00	200,000.00	100.00	
	--FUND TOTAL--	775,000.00	775,000.00	47,231.47	703,398.63	90.76	

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE UNCOLLECTED
FUND # -501 **UTILITY FUND REVENUE**						
1501	**INTEREST REVENUE**	.00	.00	66.71	85.53	100.00-
1619	**CHARGES & FEES**	403,785.00	403,785.00	31,921.26	127,370.03	276,414.97 68.45
1620	SEWER LATE PAYMENT PENALTY	6,885.00	6,885.00	652.18	2,606.88	4,278.12 62.13
1630	**ADMIN FEES/CHARGES**	16,400.00	16,400.00	1,340.00	5,385.00	11,015.00 67.16
1803	MISCELLANEOUS	1,500.00	1,500.00	.00	714.00	786.00 52.40
4105	**TRANSFERS**	123,823.00	123,823.00	.00	123,823.00	.00
	-- FUND TOTAL--	552,393.00	552,393.00	33,980.15	259,984.44	292,408.56 52.93
FUND # -515 *SEWER RESERVE FUND REVENUE*						
1501	INTEREST SEWER RESERVE	.00	.00	.00	674.36	674.36- 100.00-
	-- FUND TOTAL--	.00	.00	.00	674.36	674.36- 100.00-
FUND # -540 *WATER RESERVE FUND REVENUE*						
1501	INTEREST WATER RESERVE	.00	.00	.00	98.39	98.39- 100.00-
	-- FUND TOTAL--	.00	.00	.00	98.39	98.39- 100.00-
FUND # -545 **WATERLINE EXT DSR REVENUE**						
1501	INTEREST	.00	.00	.00	145.58	145.58- 100.00-
	-- FUND TOTAL--	.00	.00	.00	145.58	145.58- 100.00-
FUND # -570 **ARP Fund Revenue**						
1501	*INTEREST*	.00	.00	1,896.04	5,945.97	5,945.97- 100.00-
	-- FUND TOTAL--	.00	.00	1,896.04	5,945.97	5,945.97- 100.00-
FUND # -580 * IPR REVENUE *						
1501	INTEREST REVENUE	.00	.00	1.31	4.87	4.87- 100.00-
	-- FUND TOTAL--	.00	.00	1.31	4.87	4.87- 100.00-
FUND # -715 ** IDA FUND REVENUE **						
1501	Interest	.00	.00	.00	2.43	2.43- 100.00-
1899	Rent of General Property	45,000.00	45,000.00	8,061.25	18,045.00	26,955.00 59.90
4105	Transfer from General Fund	91,624.00	91,624.00	.00	91,624.00	.00
	-- FUND TOTAL--	136,624.00	136,624.00	8,061.25	109,671.43	26,952.57 19.72

REVENUE SUMMARY
7/01/2022 - 11/07/2022

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	BALANCE	% UNCOLLECTED
FUND #-733 ** SPECIAL WELFARE FUND REVENUE **							
1999	* Miscellaneous Revenue *	20,000.00	20,000.00	2,207.00	5,820.00	14,180.00	70.90
3305	*FEDERAL FUNDS*	3,500.00	3,500.00	.00	.00	3,500.00	100.00
	--FUND TOTAL--	23,500.00	23,500.00	2,207.00	5,820.00	17,680.00	75.23
	--FINNL TOTAL--	48,953,363.00	49,256,699.00	5,442,189.50	16,771,432.67	32,485,266.33	65.95

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ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
FUND #-100 ** General Fund **								
11010	* Board of Supervisors *	44,716.00	44,716.00	8,362.64	22,087.63	.00	22,628.37	50.60
12100	* County Administrator *	266,609.00	266,609.00	23,329.21	94,485.21	.00	172,123.79	64.56
12210	* Legal Services *	66,425.00	66,425.00	3,645.75	12,749.75	.00	53,675.25	80.80
12240	* Independent Auditor *	68,000.00	68,000.00	1,120.00	47,514.51	.00	20,485.49	30.12
12310	* Commissioner of Revenue *	291,965.00	291,965.00	21,671.47	88,150.20	.00	203,814.80	69.80
12320	* Assessor *	75,000.00	75,000.00	.00	.00	.00	75,000.00	100.00
12410	* Treasurer *	333,761.00	333,761.00	26,398.36	117,189.79	.00	216,571.21	64.88
12430	* Accounting *	250,254.00	250,254.00	20,818.45	94,118.10	.00	156,135.90	62.39
12510	* Data Processing *	318,714.00	318,714.00	20,187.88	91,807.00	.00	226,907.00	71.19
13100	* Electoral Board *	27,979.00	27,979.00	8,501.88	12,681.33	.00	15,297.67	54.67
13200	* Registrar *	122,557.00	122,557.00	8,556.76	35,133.38	.00	87,423.62	71.33
21100	* Circuit Court *	19,050.00	19,050.00	13,246.66	13,442.80	.00	5,607.20	29.43
21200	* General District Court *	5,080.00	5,080.00	168.54	387.08	.00	4,692.92	92.38
21300	* Magistrate *	625.00	625.00	.00	.00	.00	625.00	100.00
21600	* Clerk of Circuit Court *	345,679.00	345,679.00	31,630.90	116,384.23	.00	229,294.77	66.33
21800	* Law Library *	1,200.00	1,200.00	758.46	758.46	.00	441.54	36.79
21910	* Victim and Witness Assistance *	65,726.00	65,726.00	4,385.55	17,945.03	.00	47,780.97	72.69
22100	* Commonwealth's Attorney *	253,546.00	253,546.00	19,070.05	77,662.02	.00	175,883.98	69.36
31200	* Sheriff *	1,887,090.00	1,887,090.00	161,436.13	705,419.58	.00	1,181,670.42	62.61
31250	* School Resource Officer *	89,082.00	89,082.00	7,836.54	32,052.10	.00	57,029.90	64.01
31400	* E911 *	107,350.00	107,350.00	214.08	46,844.19	.00	60,505.81	56.36
32306	* Chesterfield Med-Flight Program*	700.00	700.00	.00	700.00	.00	.00	100.00
32400	* Forestry Service *	8,804.00	8,804.00	8,803.53	8,803.53	.00	.47	.00
32500	* CUMBERLAND FIRE & EMS *	1,185,092.00	1,185,092.00	90,918.66	344,586.05	.00	840,505.95	70.92
33300	* Probation Office *	1,400.00	1,400.00	.00	.00	.00	1,400.00	100.00
33400	* Correction & Detention *	377,000.00	377,000.00	80,787.87	199,546.19	.00	177,453.81	47.06
34100	* Building Inspections *	142,916.00	142,916.00	13,241.59	50,250.74	.00	92,665.26	64.83
35100	* Animal Control *	131,428.00	131,428.00	11,782.94	62,843.16	.00	68,584.84	52.18
35300	* Medical Examiner *	200.00	200.00	.00	40.00	.00	160.00	80.00
42400	* Refuse Disposal *	833,871.00	833,871.00	71,499.05	240,695.84	.00	593,175.16	71.13
43200	* General Properties *	777,577.00	777,577.00	99,079.35	303,040.54	.00	474,536.46	61.02
51200	* Supplement of Local Health Dept	125,440.00	125,440.00	31,360.00	62,720.00	.00	62,720.00	50.00
51405	* Piedmont Senior Resources*	11,523.00	11,523.00	.00	11,523.00	.00	.00	100.00
52500	* Chapter 10 Board - Crossroads *	37,000.00	37,000.00	.00	18,500.00	.00	18,500.00	50.00
61230	* CSA Management *	57,251.00	57,251.00	580.79	8,837.36	.00	48,413.64	84.56
68000	* Community Colleges *	4,743.00	4,743.00	.00	4,743.00	.00	.00	100.00
71500	* Recreation *	76,836.00	76,836.00	12,036.49	43,780.29	.00	33,045.71	43.00
73100	* Local Library *	118,354.00	118,354.00	9,880.00	59,177.00	.00	59,177.00	50.00
81100	* Planning/Zoning Commission *	9,880.00	9,880.00	1,656.82	3,335.86	.00	6,544.14	66.23
81110	* Planning/Zoning Dept. *	93,964.00	93,964.00	6,996.18	33,649.40	.00	60,314.60	64.18
81200	* Community & Economic Development	3,000.00	3,000.00	.00	200.00	.00	2,800.00	93.33
81400	* Board of Zoning Appeals *	1,270.00	1,270.00	.00	.00	.00	1,270.00	100.00
81514	*Steps*	14,495.00	14,495.00	.00	7,247.50	.00	7,247.50	50.00
81516	*Commonwealth Regional Council*	19,000.00	19,000.00	.00	19,000.00	.00	.00	100.00
81530	* Piedmont Area Veterans Council*	5,000.00	5,000.00	.00	5,000.00	.00	.00	100.00
81535	* Farmville Area Chamber of Commer	1,500.00	1,500.00	.00	.00	.00	1,500.00	100.00
81541	* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	.00	3,000.00	.00	.00	100.00

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	% REMAINING
81542	* Southside Violence Prevention *	8,348.00	8,348.00	.00	8,348.00	.00	.00	.00
81565	* Piedmont Habitat for Humanity*	5,000.00	5,000.00	.00	5,000.00	.00	.00	.00
82401	* Peter Francisco SWD*	12,000.00	12,000.00	.00	.00	.00	12,000.00	100.00
83500	* Extension Agents *	62,153.00	62,153.00	506.65	897.92	.00	61,255.08	98.55
90000	* NONDEPARTMENTAL *	20,500.00	20,500.00	2,744.21	3,807.00	.00	16,693.00	81.42
93100	**TRANSFERS**	8,848,113.00	8,992,281.00	.00	3,687,592.99	.00	5,304,688.01	58.99
	--FUND TOTAL--	17,637,766.00	17,781,934.00	813,333.43	6,823,687.76	.00	10,958,246.24	61.62
FUND #-150	* ASSET FORFEITURE FUND *							
22100	COMMONWEALTH'S ATTORNEY	8,000.00	8,000.00	.00	.00	.00	8,000.00	100.00
31200	SHERIFF	17,000.00	17,000.00	.00	3,600.00	.00	13,400.00	78.82
	--FUND TOTAL--	25,000.00	25,000.00	.00	3,600.00	.00	21,400.00	85.60
FUND #-201	** SOCIAL SERVICES FUND EXPEND **							
53100	* Administration *	2,030,598.00	2,030,598.00	136,897.68	527,710.25	.00	1,502,887.75	74.01
	--FUND TOTAL--	2,030,598.00	2,030,598.00	136,897.68	527,710.25	.00	1,502,887.75	74.01
FUND #-205	** SCHOOL FUND EXPENDITURES **							
61100		23,107,381.00	23,122,381.00	2,059,990.75	6,527,216.00	.00	16,595,165.00	71.77
	--FUND TOTAL--	23,107,381.00	23,122,381.00	2,059,990.75	6,527,216.00	.00	16,595,165.00	71.77
FUND #-207	** GOVERNOR'S SCHOOL EXPENSES **							
61100	GOVERNOR'S SCHOOL EXPENDITURES	1,539,270.00	1,539,270.00	86,944.61	386,092.14	.00	1,153,177.86	74.91
	--FUND TOTAL--	1,539,270.00	1,539,270.00	86,944.61	386,092.14	.00	1,153,177.86	74.91
FUND #-302	*Capital Projects*							
94325	* MAINTENANCE - GENERAL PROPERTIES	.00	25,775.00	.00	.00	.00	25,775.00	100.00
94326	*Building Inspections*	.00	33,894.00	.00	33,893.95	.00	.05	.00
94327	* Sheriff's Office *	30,100.00	30,100.00	.00	.00	.00	30,100.00	100.00
94550	**COUNTY BLDGS-ACCESS CONTROL**	.00	84,499.00	.00	.00	.00	84,499.00	100.00
	--FUND TOTAL--	30,100.00	174,268.00	.00	33,893.95	.00	140,374.05	80.55
FUND #-401	*Debt Service*							
67200	* Elementary School-Trust Loan *	191,667.00	191,667.00	.00	44,252.90	.00	147,414.10	76.91
67500	* High/Middle School - WPSA Loan *	833,400.00	833,400.00	.00	743,683.76	.00	89,716.24	10.76
67600	* HS/MS-WPSA LOAN #2 *	1,284,383.00	1,284,383.00	.00	1,046,715.00	.00	237,668.00	18.50

ACCT#	DESCRIPTION	BUDGET AMOUNT	APPR. AMOUNT	CURRENT AMOUNT	Y-T-D AMOUNT	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	REMAINING &
67700	* PUBLIC FACILITY BOND 2020 *	363,008.00	363,008.00	181,541.10	181,541.10	.00	181,466.90	49.98
67800	* AMERESCO *	172,798.00	172,798.00	.00	172,797.00	.00	1.00	.00
69000	* Communications Equipment Loan *	.00	.00	.00	97,710.58	.00	97,710.58	100.00
95700	* Suntrust Loan - Courthouse *	250,475.00	250,475.00	.00	249,299.78	.00	1,175.22	.46
	-- FUND TOTAL--	3,095,731.00	3,095,731.00	181,541.10	2,536,000.12	.00	559,730.88	18.08
FUND # -500	**CSA FUND EXPENDITURES**							
53900		775,000.00	775,000.00	.00	38,085.42	.00	736,914.58	95.08
	-- FUND TOTAL--	775,000.00	775,000.00	.00	38,085.42	.00	736,914.58	95.08
FUND # -501	*Water/Sewer*							
94900	* SEWER FUND - Enterprise Fund *	303,928.00	303,928.00	14,272.39	143,916.15	.00	160,011.85	52.64
95900	* WATER FUND - ENTERPRISE FUND *	248,465.00	248,465.00	17,082.99	99,236.74	.00	149,228.26	60.06
	-- FUND TOTAL--	552,393.00	552,393.00	31,355.38	243,152.89	.00	309,240.11	55.98
FUND # -570	**ARP EXPENDITURES**							
64900	*WATER AND SEWER INFRASTRUCTURE*	.00	.00	4,160.15	26,099.31	.00	26,099.31	100.00
65000	**ROADBAND**	.00	.00	3,314.68	28,084.58	.00	28,084.58	100.00
65400	**SERVER REFRESH**	.00	.00	43,725.00	43,725.00	.00	43,725.00	100.00
65600	**FRANCOLEH FIRE DEPT. RENOVATIONS*	.00	.00	48,843.30	48,843.30	.00	48,843.30	100.00
65700	**MUSEUM FRONT PORCH RENOVATION**	.00	.00	.00	13,400.00	.00	13,400.00	100.00
	-- FUND TOTAL--	.00	.00	51,199.83	160,152.19	.00	160,152.19	100.00
FUND # -715	** EDA FUND EXPENDITURES **							
81610	COMMUNITY CENTER PURCHASE	136,624.00	136,624.00	8,234.82	110,227.77	.00	26,396.23	19.32
81640	*SHELL BUILDING*	.00	.00	4,000.00	4,000.00	.00	4,000.00	100.00
	-- FUND TOTAL--	136,624.00	136,624.00	12,234.82	114,227.77	.00	22,396.23	16.39
FUND # -733	** SPECIAL WELFARE FUND EXPENSES **							
53010		23,500.00	23,500.00	396.12	7,394.59	.00	16,105.41	68.53
	-- FUND TOTAL--	23,500.00	23,500.00	396.12	7,394.59	.00	16,105.41	68.53
	--FINAL TOTAL--	48,953,363.00	49,256,699.00	3,373,893.72	17,401,213.08	.00	31,855,485.92	64.67

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For November 2022

	Estimated 2022/2023 Budget to Date	Actual 2022/2023 Budget to Date	(Over) or Under Budget to Date
	-----	-----	-----
Revenue			
Balance Forward		8,917,974.71	
Fund Revenue	49,256,699.00	16,771,432.67	32,485,266.33
Total Revenue	49,256,699.00	25,689,407.38	23,567,291.62
Expenditures			
* Board of Supervisors *	44,716.00	22,087.63	22,628.37
* County Administrator *	266,609.00	94,485.21	172,123.79
* Legal Services *	66,425.00	12,749.75	53,675.25
* Independent Auditor *	68,000.00	47,514.51	20,485.49
* Commissioner of Revenue *	291,965.00	88,150.20	203,814.80
* Assessor *	75,000.00		75,000.00
* Treasurer *	333,761.00	117,189.79	216,571.21
* Accounting *	250,254.00	94,118.10	156,135.90
* Data Processing *	318,714.00	91,807.00	226,907.00
* Electoral Board *	27,979.00	12,681.33	15,297.67
* Registrar *	122,557.00	35,133.38	87,423.62
* Circuit Court *	19,050.00	13,442.80	5,607.20
* General District Court *	5,080.00	387.08	4,692.92
* Magistrate *	625.00		625.00
* Clerk of Circuit Court *	345,679.00	116,384.23	229,294.77
* Law Library *	1,200.00	758.46	441.54
* Victim and Witness Assistance *	65,726.00	17,945.03	47,780.97
* Commonwealth's Attorney *	253,546.00	77,662.02	175,883.98
* Sheriff *	1,887,090.00	705,419.58	1,181,670.42
* School Resource Officer *	89,082.00	32,052.10	57,029.90
* E911 *	107,350.00	46,844.19	60,505.81
Chesterfield Med-Flight Program	700.00	700.00	
* Forestry Service *	8,804.00	8,803.53	.47
* CUMBERLAND FIRE & EMS *	1,185,092.00	344,586.05	840,505.95
* Probation Office *	1,400.00		1,400.00
* Correction & Detention *	377,000.00	199,546.19	177,453.81
* Building Inspections *	142,916.00	50,250.74	92,665.26
* Animal Control *	131,428.00	62,843.16	68,584.84
* Medical Examiner *	200.00	40.00	160.00
* Refuse Disposal *	833,871.00	240,695.84	593,175.16
* General Properties *	777,577.00	303,040.54	474,536.46
* Supplement of Local Health Dept *	125,440.00	62,720.00	62,720.00
Piedmont Senior Resources	11,523.00	11,523.00	
* Chapter 10 Board - Crossroads *	37,000.00	18,500.00	18,500.00
* CSA Management *	57,251.00	8,837.36	48,413.64
* Community Colleges *	4,743.00	4,743.00	
* Recreation *	76,836.00	43,790.29	33,045.71
* Local Library *	118,354.00	59,177.00	59,177.00
* Planning Commission *	9,880.00	3,335.86	6,544.14
* Planning/Zoning Dept. *	93,964.00	33,649.40	60,314.60
* Community & Economic Developmnt *	3,000.00	200.00	2,800.00
* Board of Zoning Appeals *	1,270.00		1,270.00

** GENERAL FUND REVENUES**

Monthly Financial Report To Council For November 2022

	Estimated 2022/2023 Budget to Date	Actual 2022/2023 Budget to Date	(Over) or Under Budget to Date
	-----	-----	-----
Expenditures			
Steps	14,495.00	7,247.50	7,247.50
Commonwealth Regional Council	19,000.00	19,000.00	
Piedmont Area Veterans Council	5,000.00	5,000.00	
* Farmville Area Chamber of Commerc	1,500.00		1,500.00
* Longwood Small Bus. Dev. Ctr. *	3,000.00	3,000.00	
* Southside Violence Prevention *	8,348.00	8,348.00	
Piedmont Habitat for Humanity	5,000.00	5,000.00	
Peter Francisco SWD	12,000.00		12,000.00
* Extension Agents *	62,153.00	897.92	61,255.08
* NONDEPARTMENTAL *	20,500.00	3,807.00	16,693.00
TRANSFERS	8,992,281.00	3,687,592.99	5,304,688.01
COMMONWEALTH'S ATTORNEY	8,000.00		8,000.00
SHERIFF	17,000.00	3,600.00	13,400.00
* Administration *	2,030,598.00	527,710.25	1,502,887.75
	23,122,381.00	6,527,216.00	16,595,165.00
	1,539,270.00	386,092.14	1,153,177.86
* MAINTENANCE - GENERAL PROPERTIES*	25,775.00		25,775.00
Building Inspections	33,894.00	33,893.95	.05
* Sheriff's Office *	30,100.00		30,100.00
COUNTY BLDGS-ACCESS CONTROL	84,499.00		84,499.00
* Elementary School-Trust Loan *	191,667.00	44,252.90	147,414.10
* High/Middle School - VPSA Loan *	833,400.00	743,683.76	89,716.24
* HS/MS-VPSA LOAN #2 *	1,284,383.00	1,046,715.00	237,668.00
* PUBLIC FACILITY BOND 2020 *	363,008.00	181,541.10	181,466.90
* AMERESCO *	172,798.00	172,797.00	1.00
* Communications Equipment Loan *		97,710.58	(97,710.58)
* Suntrust Loan - Courthouse *	250,475.00	249,299.78	1,175.22
	775,000.00	38,085.42	736,914.58
* SEWER FUND - Enterprise Fund *	303,928.00	143,916.15	160,011.85
* WATER FUND - ENTERPRISE FUND *	248,465.00	99,236.74	149,228.26
WATER AND SEWER INFRASTRUCTURE		26,099.31	(26,099.31)
BROADBAND		28,084.58	(28,084.58)
SERVER REFRESH		43,725.00	(43,725.00)
RANDOLPH FIRE DEPT. RENOVATIONS		48,843.30	(48,843.30)
MUSEUM FRONT PORCH RENOVATION		13,400.00	(13,400.00)
COMMUNITY CENTER PURCHASE	136,624.00	110,227.77	26,396.23
SHELL BUILDING		4,000.00	(4,000.00)
	23,500.00	7,394.59	16,105.41
Total Expenditure	49,256,699.00	17,401,213.08	31,855,485.92
Total Revenues			
Less Total Expenditures		8,288,194.30	(8,288,194.30)



DATE: November 4, 2022

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Jennifer Crews, Asst. County Administrator of Finance
and Administration

RE: Request for School Appropriation for FY '23

Background

The School Board has requested the Board of Supervisors approve a budget appropriation for FY '23 totaling \$133,049.00. This is additional funding provided by the Virginia Department of Education through the 21st Century Community Learning Centers program. The approval of this appropriation does not require any additional local funding.

Recommendation

Staff recommends that the Board approve the budget appropriation for the School system in the amount of \$133,049.00.



CUMBERLAND COUNTY PUBLIC SCHOOLS

P. O. BOX 170
CUMBERLAND, VIRGINIA 23040
(804) 492-4212
FAX (804)492-9869

GINGER SANDERSON
School Board Chairman

CHRISTINE ROSS, PH.D.
School Board Vice-Chairman

LATESHA ANDERSON
School Board Member

GEORGE LEE DOWDY, III
School Board Member

Donald C. Jones, Jr. (Chip), Ed.D.
Division Superintendent

November 3, 2022

TO: Board of Supervisors of Cumberland County

FROM: Chip Jones, Ed.D.

SUBJECT: Appropriation for Additional Funding for the 2022-2023 School Year

On behalf of the Cumberland County School Board, we are requesting an appropriation in the amount of \$133,049 for additional funds listed below:

- **\$133,049 – 21st Century Community Learning Centers**

A copy of the award letter is attached.

If you have any questions or concerns, please feel free to give me a call.

SCHOOL BOARD

CUMBERLAND COUNTY PUBLIC SCHOOLS

SUBJECT:

Supplemental Appropriations

DATE:

November 3, 2022

Background:

The administration is requesting that the School Board petition the Cumberland County Board of Supervisors for the following supplemental appropriations:

- **\$133,049 – 21st Century Community Learning Centers**

Recommendation:

It is recommended that the Superintendent petition the Cumberland County Board of Supervisors for the following appropriations:

- **\$133,049 – 21st Century Community Learning Centers**

Action:

Approval

Bd11-03-22SA



COMMONWEALTH of VIRGINIA

DEPARTMENT OF EDUCATION
P.O. BOX 2120
RICHMOND, VA 23218-2120

October 20, 2022

Dr. Chip Jones
Division Superintendent
Cumberland County Public Schools
P.O. Box 170
1541 Anderson Highway
Cumberland, Virginia 23040

Dear Dr. Jones:

I am pleased to inform you that the 21st Century Community Learning Centers (21st CCLC) program being implemented at the school(s) listed below will receive continuation funding. Please note that one or more of your division’s awards may have been reduced from the original grant award amount for serving low numbers of students.

Name of School(s)	Grant Award Year	Grant Amount
Cumberland County Elementary School	Cohort 19	\$133,049
TOTAL		\$133,049

The 21st CCLC grant is a three-year grant with annual continuation awards, contingent upon availability of funds; satisfactory performance; serving the number of students as stated in the original application; and efficient stewardship of grant funds. Continuation awards for years two and three of the grant may be reduced.

Please see the attached *Additional DOE Special Terms and Conditions* for restrictions on ownership of intellectual property, subcontracts/subawards, and grantee rights to use materials.

Reimbursements and amendments are to be submitted via the Virginia Department of Education’s Online Management of Education Grant Awards (OMEGA) system.



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF EDUCATION
PO BOX 2120
RICHMOND, VIRGINIA 23218-2120

Last revised 8/10/2022

GRANT AWARD NOTIFICATION								
Recipient Information		DOE Information						
1. Contact Information:	Dr. Chip Jones Superintendent Cumberland County Public Schools P.O. Box 170 Cumberland, Virginia 23040	10. Grant Authority: CFDA 84.287C						
2. Unique Entity Identifier (UEI):	SJ33A9EBB7P4	11. FAIN: S287C220047						
3. Payee Number:	025	12. Federal/State Award Date: 07/01/2022-09/30/2023						
4. Grant Award Title:	21 st Century Community Learning Centers, Title IV, Part B	13. Total Federal/State Award: \$22,058,164						
5. DOE Contact:	Marsha Granderson Office of ESEA Programs Student Assessment, Accountability, and ESEA Programs Office: (804) 786-1993 Email: Marsha.Granderson@doe.virginia.gov	14. Fund Source: Federal						
6. Grant Award Number:	025-60565-S287C220047	15. Project Code: APE605650000						
7. Grant Award Type:	New	16. Revenue Source Code: 84.287						
8. Grant Award Amount:	<table border="1"> <tr> <td></td> <td>Original/Previous</td> </tr> <tr> <td>\$133,049</td> <td>Current Award</td> </tr> <tr> <td>\$133,049</td> <td>Total Award</td> </tr> </table>		Original/Previous	\$133,049	Current Award	\$133,049	Total Award	17. Program Service Area: 179-01
	Original/Previous							
\$133,049	Current Award							
\$133,049	Total Award							
9. Period of Grant Award:	July 1, 2022, through August 31, 2023	18. Recipient Type: Subrecipient						
		19. Fiscal Year: 2022						
		20. Indirect Cost Rate: 4.7 Restricted						
21. Special Terms and Conditions: <i>All federal grant awards are subject to 2 CFR Part 200, and Appendix II for contracts made with federal funds from this grant award. All awards are further subject to "Additional Required Special Terms and Conditions for Grant Awards" on Attachment A. For Federal grant awards \$30,000 or greater, Attachment B – FFATA Reporting must be completed, signed, and returned to DOE upon request. This award is not for research and development. Indirect cost rates negotiated by DOE on LEA's behalf can be viewed at http://www.doe.virginia.gov/school_finance/budget/index.shtml</i>								
22. Program Specific Instructions: The project will be funded at the level noted above, contingent upon the availability of funds. Funds awarded under federal grant award number S287C220047 must be encumbered by August 31, 2023. All requests for reimbursements must be received by November 15, 2023. Funds not requested for reimbursement by the deadline will be reallocated. Grants may also be reduced if the grantee is not demonstrating substantial progress, is not serving the number of students as stated in the original application as measured by average daily/weekly program attendance, or is not utilizing the funds as approved. Grant recipients that do not fully expend and claim all awarded funds by the close of the award may be subject to a reduction in future awards. The grant award number must be referenced on all correspondence sent to the Department of Education. Inquiries regarding this award will be directed to Marsha Granderson, Title IV Coordinator, Virginia Department of Education, Office of ESEA Programs, P.O. Box 2120, Richmond, Virginia 23218-2120. See attached Additional Required Special Terms and Conditions .								
23. Authorized By:	24. Authorized By:	25. Date:						
Shelley Loving-Ryder <small>Digitally signed by Shelley Loving-Ryder Date: 2022.10.03 16:24:45 -04'00'</small>	Annette Sherrill <small>Digitally signed by Annette Sherrill Date: 2022.10.06 12:06:21 -04'00'</small>							
Shelley Loving-Ryder, Assistant Superintendent for Student Assessment, Accountability & ESEA Programs	Kent Dickey, Deputy Supt, Budget, Finance & Operations (or Designee)							

**Planning Projects Update:
October 2022**

Zoning:		
<i>Pending Zoning Questions and Requests</i>		
<i>CUP's and Rezoning Requests</i>		
CUP 22-12 SunTribe - Cumberland Solar	Sports Lake Road	100 MW AC Utility Scale Solar Facility
CUP 22-13 SunTribe - Boston Hill Solar	Boston Hill Road	115 MW AC Utility Scale Solar Facility
CUP 22-14 U.S. Cellular - Ingle Cell Tower	Anderson Highway	New 195' monopole cell tower
REZ 22-03 Jack Clark	1519 Cartersville Road	Request to rezone the former Wingo's Convenience Store from A-2 to B-1
Total Zoning Permits issued: 11	Total E&S (residential) issued: 6	Total Farm Structure Permits issued: 0
<i>Other Zoning Issues-</i>		
Subdivisions:		
<i>Approved Subdivisions</i>		
SUB 21-36 Robinson	Taylor Road	Family Subdivision - 1 lot
SUB 22-35 Pepper	Amphill Road	Family Subdivision - 4 lots
SUB 22-36 Lai	Cartersville Road	Minor Subdivision - 2 lots
SUB 22-39 Robert	Churchwood Lane	Lot Line Adjustment
SUB 22-41 Winslow	Beverly Drive	Vacation of Lot Line - 2 lots
<i>Pending Subdivisions</i>		
SUB 21-06 Vitalis	Birch Lane	Family Subdivision - 1 lot
SUB 21-12 Vitalis	71 Birch Lane	Lot line adjustment between two lots
SUB 21-14 Adkins	Anderson Highway	Family Subdivision - 1 lot
SUB 21-29 Mechling	Amphill Road	Minor Subdivision
SUB 21-32 Crump	Langhorne Road	Family Subdivision - 1 lot
SUB 21-33 Brown	Jenkins Church Road	Family Subdivision - 1 lot
SUB 21-45 Hatcher	Lipscomb Road/Beverly Drive	Lot Line Adjustment - 2 lots
SUB 21-46 Thompson	Timber Creek Farm Road	Lot Line Adjustment - 2 lots
SUB 21-50 Gills	Holly Hill Lane	Lot Line Adjustment - 2 lots
SUB 21-52 Brown	Anderson Highway	Revised survey for Brown/Family Dollar
SUB 21-65 Minton	Hatcher Road	Lot Line Adjustment - 2 lots
SUB 21-67 Perego	Stoney Point Road	Family Subdivision - 2 lots
SUB 22-05 Raman Enterprises, Inc.	Cumberland Road	Minor Subdivision - 2 lots
SUB 22-10 RLP Investments	Morningside Road	Minor Subdivision - 4 lots
SUB 22-15 Henrico County	Columbia Road	Minor Subdivision/Lot Line Adjustment - 3 lots
SUB 22-22 Blackwell	Banks Drive	Family Subdivision - 2 lots
SUB 22-25 Jones	Cartersville Road	Minor Subdivision - 2 lots
SUB 22-26 Austin, Cecil et als	Cartersville Road	Minor Subdivision & Vacation of Lot Line - 3 lots

SUB 22-29 Stoltzfus	Pleasant Valley Road/South Airport Road	Minor Subdivision – 2 lots
SUB 22-31 Rogers	Mottley Mill Road	Minor Subdivision – 2 lots
SUB 22-32 Smith	Carter Road	Family Subdivision – 2 lots
SUB 22-34 Newton	Duncan Store Road	Lot Line Adjustment – 2 lots
SUB 22-37 Nine 14 Properties	Bonbrook Creek Road	Minor Subdivision – 3 lots
SUB 22-38 Simmons	Edgehill Drive	Family Subdivision – 2 lots
SUB 22-40 Putney Road Farm, LLC	Putney Road	Minor Subdivision – 2 lots
SUB 22-42 Manage This, LLC	Cartersville Road	Minor Subdivision – 5 lots
SUB 22-43 Lipscomb	Trents Mill Road	Minor Subdivision – 2 lots
SUB 22-44 Booker	Swann Road	Minor Subdivision – 2 lots
SUB 22-45 Johnson	Stoney Point Road	Family Subdivision – 2 lots

Plats, Surveys and Site Plans

Approved

SEL 22-33 JCM III	63-A-8	Survey of an existing lot
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Pending

SEL 21-05 Jackson	85-A-20B, 85-A-20C, and 85-A-15	Survey of existing lots
SEL 21-17 Wiley	98-A-15, and 98-A-15A	Survey of 2 existing lots
SEL 22-03 Thomas Family Associates	50-A-71	Survey of an existing lot
SEL 22-06 Bradshaw	77-A-7	Survey of an existing lot
SEL 22-08 Blanton	88-A-45	Survey of an existing lot
SEL 22-15 XO72, LLC	81-A-99	Survey of an existing lot
SEL 22-16 Rousch	63-A-16	Survey of an existing lot
SEL 22-20 Evans	Unknown (previously taxed in Powhatan County)	
SEL 22-23 Wiley	105-A-14; and 105-A-15	Survey of 2 existing lots
SEL 22-25 White Level Farm	18-2-B3	Survey of an existing lot
SEL 22-26 Daniel	51-A-28	Survey of an existing lot
SEL 22-28 Madison/Gill-Smith	104-A-13 and 104-A-14	Survey of 2 existing lots
SEL 22-29 Dunn	104-A-29	Survey of an existing lot
SEL 22-30 Booker	65A3-A-8 and 65A3-A-41	Survey of 2 existing lots
SEL 22-32 Palmore Lumber	45-1-39	Survey of an existing lot
SEL 22-33 Pearson Properties	38-A-3 and 38-A-4	Survey of 2 existing lots
SP 21-02 Paulek	105-A-85	Site Plan for small event facility

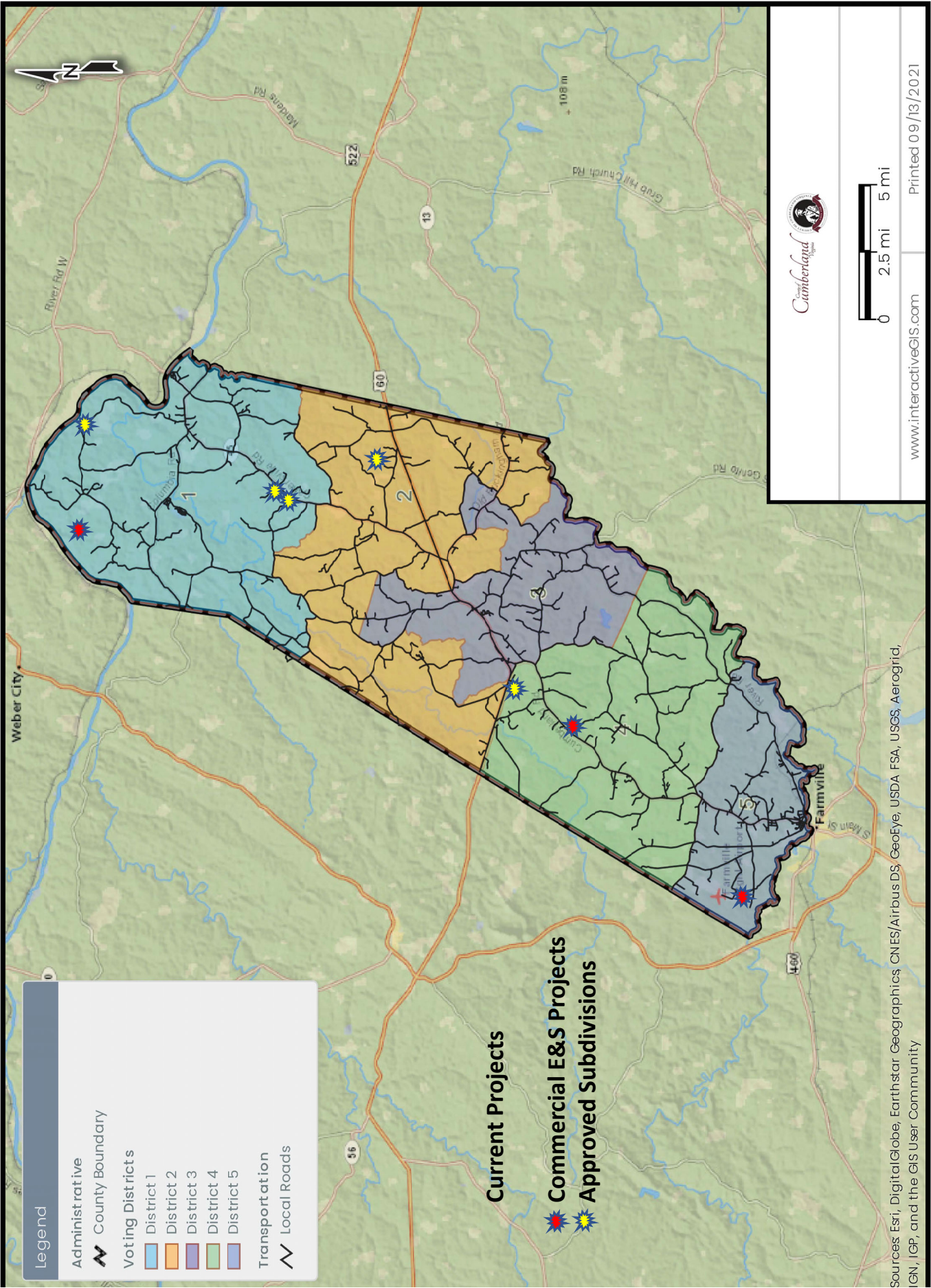
Other Regulatory Functions:

Commercial Erosion and Sediment Control Applications

Henrico County MEB/Hayes	Cobbs Creek Project	Ongoing
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Raman Enterprises, Inc.	Midway Market	Ongoing
Town of Farmville	Wedgewood Drive	Ongoing
Potential Code Amendments		
Zoning Ordinance – multi-family housing	Agricultural and residential zoning districts	There have been a handful of inquiries regarding tri-plex and quad-plex as a permitted use.
Subdivision Ordinance – multiple	County-wide	CA 22-09 will address many minor or administrative amendments including adding a definition for monuments, changing code chapter references and include wording that was unintentionally left out. This amendment will also propose to remove the 800-foot maximum length for private roads, and include surveys of existing lots as documents that require staff approval prior to recordation. This is a process that has been conducted as a matter of policy, but the ordinance and policy are contradicting each other.
Zoning Ordinance - Short-term rentals	Countywide	CA 22-03 - Short-term rentals – There are a handful of Airbnb and VRBO type short-term rentals currently in the county although current code does not address this use and it is currently unpermitted. Staff is working on a draft ordinance to submit to the Planning Commission in May 2022.
Zoning Ordinance – Meat Processing	A-2 District	Processing of agricultural products such as meat in the A-2 zone.
Chapter 58 Taxation	Countywide	CA 22-05 Business Personal Property – Update verbiage to reflect enabling state code reference (sister ordinance to CA 22-03)
Mixed Use Zoning District	Countywide	Include some Business uses in the Industrial zones as a Commerce Center, such as a restaurant or retail use
Commercial Kitchen	M-1 District	There have been a few inquiries for a commercial kitchen, which the current code does not permit.
Definitions	Countywide	An update should happen as part of mixed-use district. The first draft was completed as part of the initial review of the Ordinance for the mixed-use district. Deferred by the Planning Commission until the completion of the CRC Comprehensive Plan Amendment.
Business Uses	Countywide	All Business uses should be inclusive as the Ordinance moves from a less intensive to a more intensive business zone. For instance, all uses in the B-3 one should be included in B-2, and so on. Deferred by the

		Planning Commission until the completion of the CRC Comprehensive Plan Amendment.
Overlay District standards	Anderson Highway between 45N and 45S	Standards to require improved appearance in mixed use district around the Courthouse. Deferred by the Planning Commission until the completion of the CRC Comprehensive Plan Amendment.
Mixed Use Zoning District	Cumberland Road and Anderson Highway	Combines uses in B-3 and R-2 for a mixed-use district. Deferred by the Planning Commission until completion of the CRC Comprehensive Plan Amendment.



Sources: Esri, DigitalGlobe, Earthstar Geographics, CNES/Airbus DS, GeoEye, USDA FSA, USGS, AeroGRID, IGN, IGP, and the GIS User Community

At a meeting of the Cumberland County Board of Supervisors held at 7:00 p.m. on the 11th day of October 2022, at the Cumberland County Circuit Courtroom:

Present: Brian Stanley, District 1, Chairman
Ron Tavernier, District 2
Eurika Tyree, District 3, Vice-Chairman
Gene Brooks, District 4
Robert Saunders, Jr., District 5
Derek Stamey, County Administrator
Jennifer Crews, Finance Director
Kemper Beasley, County Attorney
Tiana Branch, Deputy Clerk

Absent: Stephany Johnson, Zoning Administrator

1. Call to Order

The Chairman called the meeting to order at 7:00 p.m.

2. Roll Call of Members

Tiana Branch, Deputy Clerk, called the roll.

3. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by the Chairman.

4. County Administrator Comments

County Administrator, Derek Stamey, provided the Board with the following updates:

The following employees were recognized earlier this evening for their years of service to the County:

5 years of service:

- Timothy Doss (Sheriff's Office)
- Clarence Bates (Public Works Department)

- Tammy Price (Treasurer’s Office)
15 years of service:
- Thomas Randolph (Public Works Department)
- Mackenzie “Tina” Tate (Building Inspections Office)
25 years of service:
- James Turney (Sheriff’s Office)
- John Thornton (Public Works Department)
40 years of service:
- Grace Allen-Beard (Dispatch)
- As a reminder, the annual Trunk or Treat is scheduled for October 28, 2022 6:00-8:00 PM at the Cumberland County Community Center.
- Also as a reminder, the next Board of Supervisor meeting is scheduled for November 15, 2022 at 7:00 PM due to Election Day occurring on November 8, 2022.

5. Approval of Agenda

Chairman Stanley made a motion to amend the agenda before the approval. The amendment was made to add a Request to Set Public Hearing for CA 14-61 Waiver of Building Permit Fees to the agenda.

On a motion by Supervisor Tyree, seconded by Supervisor Tavernier and carried unanimously, the Board approved the agenda as amended.

Vote:	Mr. Stanley – aye	Mr. Tavernier – aye
	Mrs. Tyree – aye	Mr. Brooks – aye
	Mr. Saunders – aye	

6. State and Local Departments/Agencies

a. Cumberland County Public Schools

Dr. Jones, Superintendent, gave the following update to the Board:

- Happy to report that CCES, CMS, CHS are accredited–thank you to our staff, students, and community for their support.

- CCES celebrated its' annual Color Run
- We celebrated National Coaches Day, World Teacher Day, National Custodial Appreciation Day, and IT Professionals Day
- CuCPS participated in the annual 'Crunch Heard Around the Commonwealth to promote Farm to School Week
- CuCPS Marching Band received First Place Class A Band and First Place in all Captions at a recent competition
- The CHS Girls Cross Country Team won first place at the James River Challenge
- A CCES student was crowned Miss Five County Fair
- Tomorrow, CHS is hosting FASFA Night for Seniors
- CuCPS Foundation hosted its annual Walk for Education
- CCES hosted a Lunch and Learn for families as well as a STEM Night
- CHS hosted an information night on the effects of VAPING and Cyberbullying in conjunction with the Sheriff's Department and Commonwealth's Attorney's Office
- CMS hosted a family tailgate prior to a home volleyball game
- Senior, Sarah J. earned VA Master Cattleperson status
- Thank you for your continued support of CuCPS

b. Cumberland Public Library

Mrs. Lisa Davis, Librarian, provided the Board with the following report:

Hours and Staffing

- The library is open on a regular schedule.
- During business hours, the library is still distributing at-home rapid-response Covid-19 test kits. The kits are one per person and may be picked up inside or by curbside delivery to the back parking lot.

Financial

- Our soundproof privacy pod should be shipped and installed soon, according to company officials.
- I have signed the grant agreement for the three projects that the library will be doing over the next few months: replacing four HVAC units, putting in a point-of-use water heater, and exchanging all of our fluorescent fixtures for LEDs. The heat pumps will be replaced the last week of October. This grant does require a match of just over \$14,000 and we will

be planning some activities to help replace those funds in our reserve account. The check for the rest of the project – \$28,364 – was received today.

- The \$2500 grant check for the *Sharing Our Favorites* project has been received and I am in the process of getting books ordered. In addition, I will be setting up some book discussion groups to discuss those favorites with school and homeschool youth in an effort to help with reading comprehension skills and strategies.

Programming

- Our Library Card Sign-up Month giveaway was very popular. We added 36 new patrons in September and had 70 cardholders who updated their accounts. The drawing for the \$25 Walmart gift card was held on October 1.
- There are still a few more days to play Hispanic Heritage Month BINGO. All daily clues are posted on Facebook and a weekly compilation of clues can be found on the website. We still have two more winners to go. Cards and rules can be picked up at the library through October 15 – the end of Hispanic Heritage Month.
- The community calendar is being used more each month as churches and other local groups are adding their events. Please share the calendar link with your friends as well as organizations to which you belong.
- As of today, we have 142 children registered with *Dolly Parton's Imagination Library* with 21 children who have already graduated from the program.
- Our year-long reading challenge is still ongoing with readers recording books read in order to win a \$50 Amazon gift card.
- The library is excited about the classes and activities we have planned for the fall months.
 - Our genealogy and grant writing class classes have been popular so far.
 - Our October computer class was held last night. An Internet safety and security class is scheduled for November 14.
 - We are also doing a Samsung phone class on November 7, due to requests from the community.
 - Information on all of our activities and events can be found on the yellow handouts, online on our website or on Facebook, and in the county's Fall Program Guide.
 - We are beginning to schedule our classes for the winter and spring. If you'd like to see something in particular, please give the library a call.

Events Calendar

+Details on the library's website or Facebook page or in the county's Program Guide.

*Registration and/or entry fee required.

October 2022

- *19 – Children's Crafting Workshop
- *20 – Youth Crafting Workshop
- *24 – Grant Writing Class

November 2022

- *7 – Samsung Phone Class
- *9 – Genealogy Workshop
- 11—Library closed for Veterans Day
- *12 – Puppet Workshop
- *14– Internet Safety & Security Class
- *16 – Children's Crafting Workshop
- *17 – Youth Crafting Workshop
- 23—Library closing at 1 PM for Thanksgiving
- 24-26—Library closed for Thanksgiving
- *28 – Grant Writing Class

December 2022

- *7 – Genealogy Workshop
- 10 – Holiday Open House/Puppet Show
- *12 – Grant Writing Class
- *14 – Children's Crafting Workshop
- *15 – Youth Crafting Workshop
- 23-26, 31 – Closed for Christmas and New Year's

A knitting/crocheting group meets weekly on Wednesdays from 1 to 3 PM.

The **Beanstack** app is used for logging reading and the awarding of badges/prizes for reading challenges.

*We have a 2022 Reading Challenge going on now with a chance at a \$50 Amazon Card.

Rep. Bob Good's field director is at the library on the first Thursday of each month from 9-11 AM.

For more information, call (804) 492-5807.
Cumberland Co VA Happenings calendar:

<https://teamup.com/ksczax32pakoyzbi3a>



Cumberland Happenings

c. Cumberland Fire and EMS

County Administrator, Derek Stamey, provided the Board with the following report:

- Randolph Fire Station Renovations are still on schedule.
- Search for New Fire Chief is ongoing.

- Effective October 15, 2022 the EMS crew at Randolph will be shifting to Cumberland Rescue Squad through Spring of 2023. This is due to both weather conditions and due to renovations at the fire station. Once renovations are complete, the EMS crew will be stationed there all year.

d. VDOT

Assistant Residency Engineer, Steve Snell, provided the Board with the following report:

Work completed over the last four weeks:

- Minor cleanup from Hurricane Ian.
- 2nd mowing continues.
- Snow season preparations.
- Addressed customer concerns through our Work Order system.
- Safety Training

Upcoming work:

- 2nd mowing continues.
- Snow preparations.
- Route 621 Bridge Replacement over the Appomattox River - work continues, completion date is set for the end of November 2022
- Continuing to address customer concerns through our Work Order system as they are received.

e. Crossroads Community Services Board

Dr. Melba R. Moore provided the Board with updates and service outcomes on behalf of the Crossroads Community Services Board.

f. VACo Achievement Award

Katie Boyle, Virginia Association of Counties (VACo)'s Director of Government Affairs, presented the Board with the 2022 Achievement Award on behalf of the Cumberland County Unified Fire and EMS System.

g. Finance Director's Report

i. Monthly budget Report:

There was no discussion regarding this item.

ii. Approval of Contract – Administrative Building and Courthouse Security System

On a motion by Supervisor Saunders, seconded by Supervisor Tavernier, and carried unanimously, the Board approved the contract with A-Tech for the security upgrades to the County Administrative Building and Courthouse:

Vote:	Mr. Stanley – aye	Mr. Tavernier – aye
	Mrs. Tyree – aye	Mr. Brooks – aye
	Mr. Saunders – aye	

iii. Budget Supplement Request – Capital Projects

On a motion by Supervisor Tavernier, seconded by Supervisor Tyree, and carried unanimously, the Board approved funds be appropriated from the General Fund to the Capital Projects Fund from the following:

- General Fund – Rollover Balance \$110,274
- General Fund – Donations to the County \$33,894

Vote:	Mr. Stanley – aye	Mr. Tavernier – aye
	Mrs. Tyree – aye	Mr. Brooks – aye
	Mr. Saunders – aye	

h. Planning and Zoning Administrator's Report

i. Planning Project Updates

There was no discussion regarding this item.

i. County Attorney's Report

County Attorney, Kemper Beasley, had nothing to report.

7. Consent Agenda

- a. Approval of Bills for September 2022
- b. Approval of Minutes – September 13, 2022 and September 28, 2022

On a motion by Supervisor Brooks, seconded by Supervisor Tyree and carried unanimously, the Board approved the consent agenda as presented:

Vote:	Mr. Stanley – aye	Mr. Tavernier – aye
	Mrs. Tyree – aye	Mr. Brooks – aye
	Mr. Saunders – aye	

8. Old Business

N/A

9. New Business

N/A

10. Public Hearing Notices/Request to Set Public Hearings

- a. REZ 22-03 Ground-Up Garage LLC

County Administrator, Derek Stamey, presented the Board with an overview.

On a motion by Supervisor Tyree, seconded by Supervisor Brooks, and carried unanimously, the Board set a public hearing for REZ 22-03 Ground-Up Garage LLC for Tuesday, November 15, 2022:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

b. CUP 22-12 SunTribe – Cumberland Solar

County Administrator, Derek Stamey, presented the Board with an overview.

On a motion by Supervisor Tyree, seconded by Supervisor Tavernier, and carried unanimously, the Board set a public hearing for CUP 22-12 SunTribe – Cumberland Solar for Tuesday, November 15, 2022:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

c. CUP 22-13 SunTribe – Boston Hill Solar

County Administrator, Derek Stamey, presented the Board with an overview.

On a motion by Supervisor Saunders, seconded by Supervisor Brooks, and carried unanimously, the Board set a public hearing for CUP 22-13 SunTribe – Boston Hill Solar for Tuesday, November 15, 2022:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

d. Appropriation of American Rescue Plan Act (ARPA) Funds

County Administrator, Derek Stamey, presented the Board with an overview.

On a motion by Supervisor Tavernier, seconded by

Supervisor Tyree, and carried unanimously, the Board set a public hearing for Appropriation of American Rescue Plan Act Funds for Tuesday, November 15, 2022:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

e. CA 14-61 – Waiver of Building Permit Fees

County Administrator, Derek Stamey, presented the Board with an overview.

On a motion by Supervisor Tavernier, seconded by Supervisor Saunders, and carried unanimously, the Board set a public hearing for CA 14-61 – Waiver of Building Permit Fees for Tuesday, November 15, 2022:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

11. Public Hearings

a. CA 22-07 Admin Renewal of CUP

County Administrator, Derek Stamey, presented the Board with overview.

Betty Myers made a suggestion regarding the approval process such as the County Administrator also being required to sign off on the Conditional Use Permits to ensure nothing fraudulent occurs.

With no other citizens signed up to speak, the Chairman closed the Public Hearing.

On a motion by Supervisor Tavernier, seconded by Supervisor Stanley, and carried unanimously, the Board approved

CA 22-07 Admin Renewal of CUP:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

b. CUP 22-06 Camp Parsons

County Administrator, Derek Stamey, presented the Board with overview.

Maggie Nicely addressed her concerns regarding the damages the increase in traffic may cause to citizen-maintained road.

Supervisor Brooks stated that he has spoken to representatives from Camp Parsons and they have assured to him that they will also assist in the maintenance of the road.

A representative from Camp Parsons also clarified the plan to ensure citizens will not take on any more burdens.

With no other citizens signed up to speak, the Chairman closed the Public Hearing.

On a motion by Supervisor Tavernier, seconded by Supervisor Brooks, and carried unanimously, the Board approved CUP 22-06 Camp Parsons:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

c. CUP 22-07 Cartersville Park

County Administrator, Derek Stamey, presented the Board with an overview.

Betty Myers stated that her comment was directed to all

three parks that were being discussed. She referred to the donation letter regarding the funds for the parks and expressed her beliefs on the money being a bribe. She also suggested that the parks be taken on one project at a time.

Supervisor Tavernier asked County Administrator, Derek Stamey, for the results of the Parks and Recreation survey administered earlier in the year. Those results were provided as requested.

With no other citizens signed up to speak, the Chairman closed the Public Hearing.

On a motion by Supervisor Tyree, seconded by Supervisor Brooks, and carried unanimously, the Board approved CUP 22-07 Cartersville Park:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

d. CUP 22-08 Madison Sports Complex

County Administrator, Derek Stamey, presented the Board with overview.

With no citizens signed up to speak, the Chairman closed the Public Hearing.

On a motion by Supervisor Tavernier, seconded by Supervisor Saunders, and carried unanimously, the Board approved CUP 22-08 Madison Sports Complex:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

e. CUP 22-09 Luther P. Jackson Park

County Administrator, Derek Stamey, presented the Board with overview.

With no citizens signed up to speak, the Chairman closed the Public Hearing.

Supervisor Tavernier recommended the space be used as a Professional Park and used as office space instead of another park.

Supervisor Brooks asked why can't the County have both at that location.

Chairman Stanley asked County Administrator Stamey for his vision for the space was. Derek answered a space study will be in place.

Supervisor Tavernier requested that the CUP be tabled.

On a motion by Supervisor Brooks, seconded by Supervisor Tyree, and carried by the following vote, the Board approved CUP 22-09 Luther P. Jackson Park:

Vote:	Mr. Stanley – aye	Mr. Tavernier – nay
	Mrs. Tyree – aye	Mr. Brooks – aye
	Mr. Saunders – aye	

f. CUP 22-10 Randolph Park

County Administrator, Derek Stamey, presented the Board with overview.

With no citizens signed up to speak, the Chairman closed the Public Hearing.

Supervisor Tavernier suggested that a condition be added to test run off to ensure the safety of citizens and limit the county of a liability caused from exposure.

County Administrator, Derek Stamey, assured that the conceptual plan will ensure those issues do not occur.

On a motion by Supervisor Saunders, seconded by Supervisor Tyree, and carried unanimously, the Board approved CUP 22-10 Randolph Park:

Vote: Mr. Stanley – aye Mr. Tavernier – aye
Mrs. Tyree – aye Mr. Brooks – aye
Mr. Saunders – aye

12. Additional Information

- a) Treasurer’s Report
- b) DMV Report
- c) Monthly Business License Report – August and September
- d) Monthly Building Inspections Report
- e) Commonwealth Regional Council Report
- f) Cumberland Extension Office Monthly Newsletter – N/A
- g) Approved Planning Commission meeting minutes – N/A
- h) Approved EDA meeting minutes – N/A
- i) Approved BZA minutes – N/A

13. Public Comments

Green Ridge Attorney, William Shewmake, stated that as a part of an outreach with the community, he has discussed and engaged with an organization affiliated with The University of Virginia called the Institute for Engagement and Negotiation. Their goal is the facilitate a meeting with members of the community who either agree or disagree with the project and have a discussion on the future of the project. Mr. Shewmake asked that County Administration assist to establish this meeting.

Betty Myers expressed her concern regarding a comment made at the October Planning Commission meeting by a member of the Commission in regards to security cost to the citizens.

14. Chairman and Board Member Comments

N/A

15. Adjourn -

On a motion by Supervisor Tyree and seconded by Supervisor Saunders, the Board adjourned until the next regular monthly meeting at 7:00 p.m. on October 11, 2022 in the Cumberland County Circuit Courtroom located at 17 Courthouse Circle, Cumberland, Virginia.

Brian Stanley, Chairman

Derek Stamey, County Administrator

At a meeting of the Cumberland County Board of Supervisors scheduled for 2:00 p.m. on the 24th day of October 2022 at the Cumberland County Board of Supervisors Board Meeting Room, 1 Courthouse Circle, Cumberland, Virginia:

Present: Ron Tavernier, District 2
Gene Brooks, District 4
Robert Saunders, Jr., District 5
Derek Stamey, County Administrator
Stephany Johnson, Planning/Zoning Administrator

Electronically Present: Brian Stanley, District 1, Chairman

Absent: Eurika Tyree, District 3, Vice-Chairman
Jennifer Crews, Assistant County Administrator
Tiana Branch, Deputy Clerk

1. Call to Order

County Administrator, Derek Stamey, called the meeting to order at 2:00 p.m.

2. Board Member participation by Electronic Communication

On a motion by Supervisor Tavernier, seconded by Supervisor Saunders and carried by the following vote, the Board approved the request for Supervisor Stanley and Supervisor Tyree to participate in the workshop via electronic communication.

Vote:	Mr. Stanley – remote	Mr. Tavernier – aye
	Mrs. Tyree – absent	Mr. Brooks – aye
	Mr. Saunders – aye	

Supervisor Stanley electronically joined at 2:04 p.m. and joined the Board members for the workshop.

3. Roll Call of Members

Planning/Zoning Administrator, Stephany Johnson, called the roll.

4. Welcome and Pledge of Allegiance

The Pledge of Allegiance was led by Supervisor Brooks.

5. Approval of Agenda

On a motion by Supervisor Tavernier, seconded by Supervisor Saunders and carried by the following vote, the Board approved the agenda as presented.

Vote:	Mr. Stanley – remote	Mr. Tavernier – aye
	Mrs. Tyree – absent	Mr. Brooks – aye
	Mr. Saunders – aye	

6. Adjourn into Closed Meeting

On a motion by Supervisor Tavernier, seconded by Supervisor Saunders and carried by the following vote, the Board entered into closed meeting pursuant to the Virginia Code Section set forth below to discuss the subjects identified:

- Pursuant to VA. Code § 2.2-3705.1. (12) Information relating to the negotiation and award of a specific contract where competition or bargaining is involved and where the release of such information would adversely affect the bargaining position or negotiating strategy of the public body. Such information shall not be withheld after the public body has made a decision to award or not to award the contract. In the case of procurement

transactions conducted pursuant to the Virginia Public Procurement Act (§ 2.2-4300 et seq.), the provisions of this subdivision shall not apply, and any release of information relating to such transactions shall be governed by the Virginia Public Procurement Act.

- Pursuant to VA. Code § 2.2-3711.A.8: Consultation with Legal Counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.

Subject: Contract Negotiation

Vote: Mr. Stanley – remote Mr. Tavernier – aye
 Mrs. Tyree – absent Mr. Brooks – aye
 Mr. Saunders – aye

7. Reconvene in Open Meeting

The Board reconvened to open meeting on a motion by Supervisor Tavernier, seconded by Supervisor Saunders, and adopted by the following vote:

Mr. Stanley – remote
Mr. Tavernier – aye
Mrs. Tyree – absent
Mr. Brooks – aye
Mr. Saunders - aye

that the following Certification of a Closed Meeting be adopted in accordance with The Virginia Freedom of Information Act:

WHEREAS, the Board of Supervisors of Cumberland County has convened a closed session on this date pursuant to an affirmation recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia requires a

certification by this Board that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Cumberland County hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed session to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion by which the closed session was convened were heard, discussed or considered by the Board of Supervisors of Cumberland County; and (iii) no action was taken in closed session.

8. New Business

- a. Workshop Presentations with SunTribe Development, LLC
 - a. CUP 22-12 Cumberland Solar
 - b. CUP 22-13 Boston Hill Solar

9. Adjourn

On a motion by Supervisor Saunders and seconded by Supervisor Tavernier, the Board adjourned until the next regular monthly meeting at 7:00 p.m. on November 15, 2022 in the Cumberland County Circuit Courtroom located at 17 Courthouse Circle, Cumberland, Virginia.

Brian Stanley, Chairman

Derek Stamey, County Administrator



DATE: November 15, 2022
TO: Cumberland County Board of Supervisors
FROM: Derek Stamey, County Administrator
RE: Fire Chief Appointment

Board Action Requested

County Administration is requesting that, per County Code, the Cumberland County Board of Supervisors appoint Mr. Stephen “Andy” Aigner to the position of Chief of Fire and EMS of Cumberland County.

Background Information

Following the resignation of Chief Tom Perry in August of 2022, Cumberland County administration proceeded with the recruitment for the vacant Part Time Chief of Fire and EMS position. After interviewing multiple, well qualified candidates, County Administration is recommending the appointment of Mr. Stephen “Andy” Aigner to the position.

Mr. Aigner, a resident of Amelia Courthouse, brings over 25 years of professional public safety experience to Cumberland County including previous stints as the Chief of Fire and EMS in King William and Isle of Wight Counties and the Director of Fire, EMS, and Emergency Management in Prince George County. In addition, Mr. Aigner served Hanover County Fire and EMS for over 10 years in multiple positions including logistics, the fire marshal’s office, and as an operational battalion chief. Mr. Aigner is a certified fire marshal and is a highly sought-after instructor for fire training programs primarily focusing on volunteer fire academies. Mr. Aigner is a certified ALS provider and he currently serves as a volunteer fire fighter for Amelia County.

Mr. Aigner is employed with the Virginia Department of Health as the Central Region Emergency Coordinator where he will maintain full time employment and is a graduate of the University of Richmond with a Bachelor’s Degree in Human Resource Management.

Sec. 38-81. - Appointment of Chief; powers and duties.

The Board shall appoint the head of the Department, who shall be designated as provided for in Code of Virginia § 27-6.1. The Chief shall provide general supervision and control over the Department and its elements. The Chief shall provide recommendations to the Board on all policy, regulatory and budgetary matters as needed. During any absence, the Chief shall designate a deputy who shall have the authority described in this section.

(Ord. No. 10-03, § 2, 2-11-2010, eff. 4-1-2010; Ord. No. [21-03](#), 4-13-2021)



DATE: November 07, 2022

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Stephany S. Johnson, CZA
Planning Director | Zoning Administrator

RE: REZ 22-03 – Clark Properties

Information

REZ 22-03 Clark Properties was set for public hearing before the Board of Supervisors for November 15, 2022. However, a code amendment is needed to permit Convenience/General Stores in the B-1 District prior to the hearing of REZ 22-03.

Recommendation

Set REZ 22-03 Clark Properties for public hearing on December 13, 2022.



DATE: November 07, 2022

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Stephany S. Johnson, CZA
Planning Director | Zoning Administrator

RE: CP 22-01 – Parks & Recreation Master Plan

Information

The Comprehensive Plan is the long-range plan for the physical development of the County. The Code of Virginia requires localities to adopt a comprehensive plan for the physical development of jurisdictions. The proposed amendment will create, and add, a Parks and Recreation Master Plan to the existing Comprehensive Plan. The purpose of the Parks and Recreation Master Plan is to strategically plan for future parks and recreation facilities and services. The master plan is necessary to evaluate citizen demand for services versus current services provided, to guide planning for future facilities, and to support cost effective allocations of valuable County resources.

Recommendation

Set CP 22-01 Parks & Recreation Master Plan for Public Hearing on December 13, 2022.



DATE: November 07, 2022

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Stephany S. Johnson, CZA
Planning Director | Zoning Administrator

RE: CA 22-11 – Convenience Stores in Business Districts

Information

Proposes to amend chapter 74 of the Cumberland County Code to permit Convenience Stores and General Stores as a by-right use in the B-1, Business District, and B-2, Business District Limited zones.

Recommendation

Set CA 22-11 Convenience Stores in Business Districts for Public Hearing on December 13, 2022.



DATE: November 07, 2022

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Stephany S. Johnson, CZA
Planning Director | Zoning Administrator

RE: CA 22-09 – Subdivision Ordinance Amendments

Information

This Code Amendment proposes to amend Chapter 54 of the Code to include a definition of a monument, remove the 800-foot maximum size limit for private roads, remove a requirement that all major subdivisions be developed as a cluster subdivision, revise language regarding final plat approvals, and other minor clerical updates including incorrect code references.

Recommendation

Set this code amendment for Public Hearing on December 13, 2022.



DATE: November 15, 2022

TO: Cumberland County Board of Supervisors
Derek Stamey, County Administrator

FROM: Jennifer Crews, Asst. County Administrator of Finance
and Administration

RE: Public Hearing – American Rescue Plan Act Funding

Background

The American Rescue Plan Act (ARPA) of 2021 provides additional relief to address the impact of COVID-19 on the economy, public health, as well as state and local governments. The county's total allocation of this funding is \$1,929,175.00. We have received all of these funds in FY '21 and FY '22. At the end of FY '22, the County's balance of ARPA funding totaled \$1,644,390.49. The Board of Supervisors will need to approve the appropriation of these funds for the FY '23 budget as a rollover from FY '22. In accordance with Va. Code § 15.2-2507, any amendment to the budget that exceeds one percent of the total expenditures in the current adopted budget requires a public hearing.

Recommendation

Staff recommends that the Board of Supervisors hold a public hearing for November 15, 2022 at which time the board may consider approving the ARPA funding rollover in the amount of \$1,644,390.49.

**COUNTY OF CUMBERLAND
NOTICE OF PUBLIC HEARING
AMENDED BUDGET FOR THE FISCAL YEAR
COMMENCING JULY 1, 2022**

In accordance with Va. Code § 15.2-2507, the Cumberland County Board of Supervisors intends to amend the Cumberland County Budget for the fiscal year 2022-2023. There is no allocation or designation of any funds of this County for any purpose until there has first been an appropriation for that purpose by the Board of Supervisors.

A PUBLIC HEARING will be held by the Board of Supervisors on November 15, 2022 at 7:00 p.m., or as soon thereafter as possible, in the Cumberland Courthouse Circuit Courtroom in Cumberland, Virginia to consider the proposed amendment to increase the FY23 budget in the amount of \$1,644,390.49 for Coronavirus State and Local Fiscal Recovery Funds received through the American Rescue Plan Act. This amendment will increase the total FY23 budget to \$41,749,640.50.

All interested citizens will have the opportunity to give written or oral comment at the hearing. All public meetings are accessible to persons with disabilities. Any person requiring auxiliary aids, including sign language interpreters or other assistance in connection with the public hearing should notify the county administrator at least five (5) days prior to the hearing.

Derek Stamey, County Administrator
BY ORDER OF THE BOARD OF SUPERVISORS
Cumberland County, Virginia

**CUMBERLAND COUNTY BOARD OF SUPERVISORS
PUBLIC HEARINGS**

The Cumberland County Board of Supervisors will meet on Tuesday, November 15, 2022, at 7:00 p.m., or as soon thereafter as may be heard, in the Circuit Courtroom of Cumberland County in Cumberland, Virginia, to conduct public hearings pursuant to Virginia Code Section 15.2-2204, which such hearings may be continued or adjourned, as required under applicable law, and to consider the following items and taking actions in furtherance thereof:

Code Amendment (CA) 22-10, Fees- This code amendment revises fees in Chapter 14, Section 14-61, Adding (e) & (f). Limited: fee waiver

(e) The Building Official is authorized to waive permit fees for the repairs or reconstruction of structures damaged or destroyed by fire or natural disaster. In such cases, the Building Official has discretion to determine if any percentage of the project extends beyond the original floorplan of the structure and charge the appropriate fee for that new construction.

(f) The Building Official is authorized to waive permit fees for extenuating circumstances.

Copies of the complete text of the proposed amendments are available for public review at the office of the Cumberland County Building Inspections Department, County Administration Building, 1 Courthouse Circle, Cumberland, Virginia between 8:30 am and 4:30 pm of each business day. The public is invited to attend these hearings at which persons affected may appear and present their views orally or in writing. Questions or comments may be directed to the Building Inspections Department, at (804) 492-9114. Persons with disabilities are urged to contact the County Administrator's Office at (804) 492-3625 at least five (5) days prior to the meeting to arrange for any necessary accommodations.

TO: Farmville Herald

Advertise on the following dates: Wednesday, October 26, 2022 and
Wednesday, November 2, 2022
Authorized by: Cumberland County Building Inspections
Bill to: Cumberland County Board of Supervisors
PO Box 110, Cumberland, VA, 23040

Robby Felts, CBO
Building Official
Cumberland County, Virginia
Email: rfelts@cumberlandcounty.virginia.gov
Phone: (804) 492-9114 Fax: (804)492-9224

SITING AGREEMENT

This **SITING AGREEMENT** (“Agreement”), dated as of November 15, 2022 (the “Agreement Date”) is made by and between **CUMBERLAND SOLAR, LLC** a Virginia limited liability company (“Developer”), and **THE COUNTY OF CUMBERLAND, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Locality”). The Developer and the Locality may each be referred to herein as “Party” and collectively, the “Parties”.

RECITALS:

WHEREAS, Developer intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility (“Project”) on certain parcel(s) of land identified as Cumberland County Tax Map Numbers: 15-A-22, 15-A-21, 14-A-36, 21-A-23, 15-A-19, 20-A-16, 20-A-7, 20-A-14, 14-A-21, 14-A-23, 14-A-24, 15-A-12, 21-A-22, and 21-A-16 (collectively, the “Property”);

WHEREAS, the Developer has given the Locality notice of its intent to locate the Project in Cumberland County;

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Energy Facilities”, the Developer and the Locality, may enter into a Siting Agreement (“Agreement”) for solar facilities;

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

WHEREAS, after negotiation between the Locality and Developer, the Parties desire to enter into this Agreement;

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, by operation of law, the Project is deemed to be substantially in accord with the Cumberland County Comprehensive Plan;

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

WHEREAS, pursuant to Virginia Code Ann § 58.1-2636 the Locality has adopted an ordinance assessing a revenue share of an initial amount of \$1,400.00 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility (“Solar Revenue Share”).

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual covenants

contained herein, the receipt and sufficiency of which are hereby conclusively acknowledged, the Locality and Developer do hereby agree as follows:

Article I Project Features and Valuation

1. **Conditional Use Permit.** The construction and operation of the Project shall require the approval of a Conditional Use Permit (“CUP”) by the Board. The Project shall be constructed and operated be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP.

2. **Compliance with Conditional Use Permit.** The Project shall be in compliance with the conditions of the CUP granted by the Locality to Developer for the development of the Project as set forth in the attached **Exhibit A**, reference to which conditions is hereby made and incorporated into this Agreement as if fully set forth herein.

3. **Commercial Operation Date.** For purposes of this Agreement, the “Commercial Operation Date” is the earlier of: (i) 90 days following delivery of commercial energy to transmission system (as communicated and verified by transmission system owner within 10 days following first delivery of energy and shall not include any energy delivered during commissioning or testing), or (ii) the commercial operation date as established in the PJM Interconnection Services Agreement.

4. **Valuation of Taxable Equipment.** Prior to Commercial Operation Date, the Developer agrees to provide the Locality with a detailed list of capital equipment, including but not limited to solar photovoltaic equipment proposed to be installed, whether or not it has yet been certified as pollution control equipment by the applicable state agency, and lists of all other taxable tangible property. Thereafter, when the Developer makes a filing to the State Corporation Commission, the Developer shall also provide the Locality with any updates to this information, including but not limited to all new or replacement solar panels and all other equipment. Developer agrees to provide the Locality all information it may in the future provide to the Virginia State Corporation Commission for the use by the Cumberland County Commissioner of Revenue in valuing such property for assessment purposes.

5. **Contingent Obligations; No obligation to Develop.** The Developer has no obligation to develop the Project. It is understood that development of the Project is contingent upon a number of factors, including, but not limited to, Board approval of the CUP, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by Developer to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default of the Developer under this Agreement.

Article II Payment

1. Substantial Cash Payments.

- a. Pursuant to Virginia Code Section 15.2-2288.8 and 15.2-2316.7, the Developer, in an effort to be a good community partner with the Locality, hereby agrees to pay the Locality the following payments at such times as set forth below (each a “Payment” and collectively, the “Payments”):
- (i) The Developer will pay the Locality the amount of One Hundred and Fifty-Thousand Dollars (\$150,000.00) within 365 days of the Locality’s approval of the CUP.
 - (ii) The Developer will pay the Locality the amount of One Hundred and Eighty-Five Thousand and Seven Hundred and Fifty Dollars (\$185,750.00) within sixty (60) days after the Locality’s approval of the final building permit.
 - (iii) Within sixty (60) days after the Commercial Operation Date, the Developer shall pay \$7,430 per megawatt of generation capacity placed in commercial operation LESS any payments made to the Locality per Article II, Sections 1a.(i) and 1.a.(ii) above.
- b. In addition to the Payments, the Developer shall make all payments under the Solar Revenue Share. Each Payment is separate and distinct from any sums owed pursuant to the Locality’s Solar Revenue Share, personal and real property taxes owed pursuant to the Cumberland County, Virginia Code, provided that such sums are applicable to the Project. The Locality agrees that during the term of this Agreement, if tax regulations change such that the Developer is required to pay increased taxes on the equipment within the Project under Virginia law, any future payment that Developer is obligated to make hereunder in any given year shall be reduced dollar-for-dollar to the increased tax obligation payment that the Developer actually makes to the Locality in the same tax year. An exception to this provision is any increased taxes as a result of the Locality’s valuation of the real property or increasing any of its real property tax rates.

2. **Statutory Structure of Payment; Statement of Benefit.** Developer agrees that by entering into this Agreement, pursuant to Virginia Code Ann. § 58.1-2636, each Payment is authorized by statute and that it acknowledges, it is bound by law to make the payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. Developer acknowledges that this Agreement is beneficial to Developer in allowing it to proceed with the installation of the Project while providing for mitigation of potential impacts.

3. **Use of Payments by the Locality.** The Locality shall use these funds as permitted

under Virginia Code Ann. § 15.2-2316.7(B) or as otherwise permitted by law.

4. **Adjustment.** If the amount of the building permit fee paid by the Developer exceeds the amount set forth in Article III, Section 6 below, the Developer will reduce the final Payment due after the Commercial Operation Date by the amount of the additional building permit fee.

Article III Miscellaneous

1. **Term; Termination.** This Agreement will commence on the Effective Date and shall continue until the Termination Date. The termination of this Agreement will not limit Developer's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

2. **Conformance with Comprehensive Plan.** Pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, the Locality acknowledges and agrees that by operation of law, the Project and all associated transmission facilities are deemed to be substantially in accord with the Cumberland County Comprehensive Plan and no additional review of the solar facilities is required by the Cumberland County Planning Commission or Board as may be required under Virginia Code Ann. § 15.2-2232.

3. **Required Approvals.** As part of the consideration for this Agreement, the Locality will cooperate fully with the Developer's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project's construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits, which requirement is deemed fully satisfied by virtue of execution of this Agreement by the Locality. The Locality will use its best efforts to support and cooperate with the Developer's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the Project construction, and for the Project's operation, and will expeditiously process requests for permits and other approvals required by the Locality's ordinances. The Locality will take no action intended to frustrate or prevent the Developer from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any CUP. Provided however, nothing herein shall be construed to require the Board to exercise any legislative function in favor of the Developer.

4. **Removal of Property.** The Locality acknowledges that the final design of the Project will occur at a later date. Based on final design, the Developer shall have the right to remove parcels from the Project without the consent of the Locality. Property that is not included in the Project will be considered withdrawn from this Agreement without the need for further action by the Parties. The withdrawal of any parcels from this Agreement shall not affect the Developer's obligations under this Agreement.

5. **Erosion and Sediment Control.** The Developer will comply with all applicable erosion and sediment control laws and regulations. Best Management Practices utilized on site will be designed specially to prevent the discharge of sediment and other pollutants into nearby

streams and wetlands. The Developer will coordinate with the Locality and will submit an erosion and sediment control plan for review and approval by the Locality, or its assigns, as the designated Erosion and Sediment Control Program Authority. Prior to construction, an approved erosion and sediment control plan will be implemented for the Project. The Developer shall construct, maintain, and operate the project in compliance with the approved plan. An E&S bond will be posted for the construction portion of the project in accordance with the Locality's Erosion and Sediment Control Ordinance and/or the Virginia Erosion and Sediment Control Law and applicable regulations.

6. **Fee and Expense Reimbursement.** At the time of the submission of the Final Site Plan, the Developer shall deposit \$150,000.00 into escrow with the Locality, which shall be used to reimburse the Locality for the following reasonable direct fees and expenses incurred by the Locality:

a. For a qualified consultant(s) to review and comment on the Final Site Plan, erosion and sediment control, and storm water management plans submitted to the Virginia Department of Environmental Quality, Soil and Water Conservation District, or other state or local agency; and, once such plans are approved, the compliance with such plans;

b. Third-party costs directly related to the Locality's review and enforcement of erosion and sediment control, decommissioning cost estimates, and semi-annual inspections during operations to verify compliance with the CUP;

c. Attorney's fees, third party consultant's fees and other operational expenses encountered by the Locality during the term of this Agreement.

The Locality shall establish and maintain one or more segregated accounts in the Locality's financial records (collectively, the "Escrow Account") to receive the cash deposits as described in this Section. The Locality agrees that funds will only be disbursed from the Escrow Account for actual fees and expenses set forth in this Section 5 that are incurred by the Locality. The Developer and the Locality do not reasonably expect that the Locality's direct costs and expenses will exceed \$150,000.00 prior to the Termination Date. In the event that the third-party fees and expenses to be reimbursed by the Developer exceed \$150,000.00, the Locality will send notice to the Developer and the Developer shall replenish the escrow with an additional \$25,000.00 deposit, and thereafter as required. In the event that the actual fees and expenses set forth in this Section 5 to be reimbursed by the Developer do not exceed \$150,000.00 and/or funds remain in the Escrow Account as of the Termination Date, the Locality will send notice to the Developer and the remaining funds will be disbursed to Developer. For all reimbursable fees and expenses, the Locality will provide the Developer with a reasonable estimate prior to the fee or expense being incurred. Upon the request from the Developer no more than twice per year, the Locality will provide a statement of disbursements from the Escrow Account and remaining funds.

7. **Building Permit Fee.** Notwithstanding the Locality's Buildings and Building Regulations or any exemption provided by Virginia law, the Developer shall pay to the Locality a building permit fee for the Project in the amount of \$150,000.00. As provided in Virginia Code § 15.2-2316.9, the building permit fee stated in this Agreement shall supersede and replace the building permit fee provided in Section 14-61 of the County's Building Permits Ordinance and

any applicable Building Fee Schedule. This sum shall be the County's portion of the building permit and any add on for the Commonwealth of Virginia shall be in addition to this sum.

8. **Commencement of Construction; Survival of Conditional Use Permit.** The Locality and the Developer acknowledge that additional local, state and federal permits are required to construct and operate the Project. Notwithstanding any provision in the Locality's Zoning Ordinance or CUP, the Developer will have up to five (5) years after the date of the approval of the CUP to commence construction of the Project, or if the Project is to be developed in phases to commence construction on the first phase of the Project. If the Developer has not commenced construction on the Project within five (5) years after Board's approval of the CUP, the CUP will be void.

9. **Decommissioning.**

a. The Developer and the owner of the land on which the Project is located shall be responsible and liable, jointly and severally, to begin removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months.

b. All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (i) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (ii) the Developer or landowner have continuously maintained the land and facilities in good condition.

c. Every charge authorized by this provision which remains unpaid shall constitute a lien against the property on which the Project is located ranking on a parity with liens for unpaid Locality's taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

d. A decommissioning plan shall be prepared by the Professional Engineer and shall include the following: (i) the anticipated life of the project; (ii) the estimated decommissioning cost and how such cost is determined; (iii) the manner in which it is to be decommissioned; and (iv) surety or a bond posted prior to obtaining a land disturbance permit for the duration of the project. Such surety or bond may include any salvage value derived from the old facility.

e. The decommissioning plan must provide for the removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that the ground is again tillable and suitable for agricultural purposes. Disturbed earth shall be graded and reseeded. Hazardous material shall be disposed of in accordance with federal and state law.

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

otherwise take a position adverse to the purpose or validity of this Agreement.

11. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will be covenants running with the Property upon which the Project is developed. If Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of Developer, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Such assumption, sale, transfer, lease or assignment will relieve Developer of all obligations and liabilities under this Agreement that accrue from and after the date of sale or transfer, and the purchaser or transferee will automatically become responsible therefor under this Agreement.

12. **Memorandum of Agreement.** A memorandum of this Agreement, in a form acceptable to the County Attorney, will be recorded in the land records of the Clerk's Office of the Cumberland County Circuit Court at Developer's sole cost and expense and will occur as soon as reasonably practicable after the full execution of this Agreement. If Developer chooses to not develop the Project, in its sole discretion, the Locality will execute a release of the memorandum filed in the aforementioned Clerk's Office.

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

If to the Locality:

Cumberland County, Virginia
P.O. Box 110
Cumberland, VA 23040
Attn: County Administrator

With a copy to:

Kemper Beasley
County Attorney
13049 W James Anderson Hwy,
Buckingham, VA 23921

If to the Developer:

Cumberland Solar LLC
c/o Sun Tribe Solar
107 5th Street, SE
Charlottesville, Virginia 22902
Attn: Development Manager

With a copy to:

Jon Puvak, Esq.
Gentry Locke Attorneys
10 Franklin Road, Suite 900
Roanoke, Virginia 24011

The Locality and Developer, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

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

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

10. **Severability; Invalidity Clause.** Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable will be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions will be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties will, subject to any necessary Locality vote or procedure, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions lawful, valid and enforceable. If the Parties are unable to do so, this Agreement will terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

11. **Entire Agreement.** In accordance with Virginia Code Ann. § 15.2-2316.9(B), and as acknowledged and agreed to by the parties, the terms of this Agreement shall control over any Locality ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Agreement, including any ordinances, regulations, policies, and/or guidelines which are inconsistent with the design, construction, operation and/or maintenance of the Project or elsewhere in the CUP application. This Agreement and any schedules or exhibits that are incorporated herein constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all parties hereto. However, the Locality may decide at any time to appropriate the revenue provided in this Agreement on an annual basis or for capital projects as provided herein, without the written approval of Developer.

12. **Force Majeure.**

a. “Force Majeure Event” means the occurrence of:

(i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

(ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the solar facility, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable action or inaction on the part of Developer or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(iii) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for that are materially worse than those encountered in the Locality during the twenty (20) years prior to the Effective Date;

(iv) tempest, earthquake, or any other natural disaster; disruption of operations to the extent that all or a substantial portion thereof it unable to generate electricity sufficient to meet Developer's payment obligations hereunder;

(v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;

(vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

b. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

c. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

d. Developer will ensure that its representatives will, at all times take all reasonable steps within their respective powers and consistent with industry practices (but without incurring unreasonable additional costs) to:

(i) prevent Force Majeure Events affecting the performance of Developer's obligations under this Agreement;

(ii) mitigate the effect of any Force Majeure Event; and

(iii) comply with its obligations under this Agreement.

e. The Parties will consult together in relation to the above matters following the occurrence of a Force Majeure Event.

f. Should paragraph (a) apply as a result of a single Force Majeure Event for a continuous period of more than 180 days then the Parties must endeavor to agree any modifications to this Agreement that are equitable having regard to the nature of the ability of Developer to continue to meet its financial obligations to the Locality.

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

14. **Construction.** This agreement was drafted jointly with the mutual input by the Locality and Developer and no presumption will exist against any Party.

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

[signature page follows]

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

CUMBERLAND SOLAR LLC

By: _____
Name:
Title:

CUMBERLAND COUNTY, VIRGINIA

By: _____
Name:
Title: Chairman, Board of Supervisors

Approved as to form:

By: _____
Name: Kemper Beasley
Title: County Attorney

EXHIBIT A

CUP Conditions

[to be attached]



STAFF REPORT
CUP 22-12
Cumberland Solar – SunTribe Development
Proposed 100 MW AC Solar Facility, Transmission Switchyard
and Transformer Substation
Conditional Use Permit
Cumberland County, Virginia
Board of Supervisors Public Hearing

Application Information:

Property Owner:	Multiple
Applicant:	SunTribe Development LLC, on behalf of Cumberland Solar, LLC
Requested Action:	Conditional Use Permit for utility-scale solar facility, transmission switchyard and transformer substation
Tax Parcel Number:	15-A-22, 15-A-21, 14-A-36, 21-A-23, 15-A-19, 20-A-16, 20-A-7, 20-A-14, 14-A-21, 14-A-23, 14-A-24, 15-A-12, 21-A-22, and 21-A-16
Address:	South of the Colonial Gas Pipeline storage facility along Sports Lake Road
Election District:	1
Existing Zoning:	A-2
Proposed Zoning:	A-2 with CUP
Size:	Parcel acreage – approximately 2,340 acres; Solar Project acreage – 1,750 acres; Solar Array acreage – 850-acres
Existing land uses:	Agricultural
Comp. plan area:	None
Overlay districts:	None

Surrounding Area Information:

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
North	Agricultural/Residential	A-2	Not located in a growth area
South	Agricultural/Residential	A-2	Not located in a growth area
East	Agricultural/Residential	A-2	Not located in a growth area
West	Agricultural/residential	A-2	Not located in a growth area

Background Information and Summary of Request:

SunTribe Development, LLC, on behalf of Cumberland Solar, LLC, has submitted an application for a conditional use permit for a utility-scale solar facility, transmission switchyard and transformer substation on approximately 1,750 acres in the northwest area of Cartersville.

This proposed project will generate up to one hundred (100) megawatts AC of electricity across ten (10) parcels, as well as a transmission voltage generation tie-line across five (5) parcels. The operational lifespan of the project is estimated at forty (40) years. There will be multiple new and existing access roads to the project area due to its size. All existing and proposed access roads, drives, turnout locations and parking areas shall conform to VDOT requirements.

The electricity generated from the PV panels is connected by above and below ground cabling to inverter stations where it is converted from direct current (DC) to alternating current (AC). The inverters are then connected to transformers that set up the power to medium voltage for on-site collection. Those medium voltage circuits combine the power from the arrays and bring it to the substation which will step up the power to transmission voltage. A 0.9-mile generation tie-line will bring the power to the point of interconnection at the transmission switching station which will be located adjacent to the existing Dominion 115kV transmission line.

The interconnection of this proposed project will occur on the Dominion Energy Trice’s Lake – James River Tap 115kV Transmission system via a Dominion owned switching station approximately 0.9-miles northwest of the project solar arrays. The project substation will transmit power from the solar arrays to the utility switchyard where the power is then injected into the grid.

The applicant and the County are currently negotiating a siting agreement for this project.

Consistency with the 2013 Comprehensive Plan:

Utility-scale solar energy facilities are currently not addressed in the 2013 Comprehensive Plan. As part of planned updates, these facilities will be addressed.

The applicant provides that the proposed project will compliment several objectives of the Comprehensive Plan including:

Natural Resource Objective #3: Preserve Cumberland County’s high air quality for the use and enjoyment of current and future residents by:

- a. Fulfilling the County’s objective to amend county ordinances, regulations and policies to accommodate alternative forms of energy such as small-scale residential wind turbines, solar panels and other technologies.
- b. Develop countywide policy to reduce energy usage in county facilities and promote the conservation of energy.

Economic Development Objective #1: Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services by:

- a. Support the county’s economic development strategy with incentives to attract desired business and tax revenue
- b. Support the county’s economic development strategy with marketing efforts and county branding to target desired businesses such as data centers and companies pursuing Green Energy goals

Economic Development Objective #4: To encourage the development of essential employment opportunities within Cumberland County for the resident workforce by:

- a. Provide appropriate infrastructure (water, sewer, telecommunications, and electrical power) to support basic industry in the Cumberland Courthouse area and other areas zoned for business and industry where infrastructure can be feasibly extended.
- b. Provide training opportunities for the development of the local labor force through public schools and through other local and regional workforce development programs.

Consistency with the Zoning Ordinance:

Pursuant to Section 74-702, the following standards shall be considered by the Planning Commission and Board of Supervisors as part of reviewing a conditional use permit application.

The following standards shall be used as guidelines by the planning commission and board in acting upon conditional use permit applications:

- 1. That the establishment, maintenance and operation of the use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- 2. That the use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted; not diminish and impair property values in the neighborhood.
- 3. That the establishment of the use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 4. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the district as to cause a substantial depreciation in the property values within the neighborhood.
- 5. That adequate utilities, access roads, drainage or necessary facilities have been provided.
- 6. That ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for.
- 7. That off-street parking and loading areas where required with particular attention to the items in subsection (a)(1) of this section and the economic noise, glare or odor effects of the special exception on adjoining properties generally in the district are adequately provided for. Lighting: Lighting must not produce glare or spillover onto adjacent properties.
- 8. That the refuse and service areas, with particular reference to the items in subsection (a) (1) and (2) of this section are adequately provided for.

9. That appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for.
10. That any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect
11. That required yards and other open spaces are adequately provided for.
12. That the proposed use is compatible with adjacent properties and other property in the district.
13. That an adequate supply of light and air to adjacent property is adequately provided for.
14. That the uses, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of supervisors.

The applicant provides that their application addresses the steps taken to meet or exceed these requirements.

Pursuant County ordinance § 74-583, utility-scale solar energy facilities are permitted in the A-2 zoning district classification, subject to obtaining a conditional use permit. Also pursuant to County Ordinance § 74-2. (1-22) All such facilities shall be subject to the following standards.

1. Certain solar facilities exempt. Solar facilities dedicated primarily to the production of electricity for another facility located on the site and solar facilities permitted by Code of Virginia, § 15.2-2288.7 shall not be subject to the conditional use permit requirements.
2. Site plan required. Solar facilities must be developed in accordance with an approved site plan that meets the standards of Sec. 74-1103 “Site plan contents” of Cumberland County Code.
3. Approved solar components. Electric solar system components must have a UL listing or equivalent.
4. Distribution lines. To the extent reasonably practical, all new distribution lines to any building, structure, or utility connection shall be located underground (trenched) to the extent permitted by the electric company.
5. Compliance with building code. All active solar facilities shall meet all requirements of the Virginia Uniform Statewide Building Code as well as all federal and state statutes, codes, regulations, and ordinances; and shall be inspected by the Cumberland County Building Official.
6. Land Disturbance. A land disturbance plan shall be prepared by an engineer, submitted by the applicant, and approved by the Commonwealth of Virginia Department of Environmental Quality and the Peter Francisco Soil & Water Conservation District prior to any land disturbance. The owner or operator shall construct, maintain and operate the project in compliance with the approved plan. An E&S bond (or other security) will be posted for the construction portion of the project.
7. Utility notification. No grid tied photovoltaic system shall be installed until evidence has been submitted to the planning department that the owner has been approved by the utility company to install the system.
8. Setbacks. With the exception of poles and lines necessary to connect to the power grid, the perimeter of the system shall be located at least fifty (50) feet from the property line of any adjoining parcel owned by any landowner other than the owner of the parcel on which the solar facility is being proposed; at least one hundred (100) feet from the nearest inhabitant residence at the time of the initial application; and at least one hundred (100) feet from any public road.

9. Height. With the exception of the lighting, poles, and lines necessary to connect to the power grid, the height of structures and arrays in the system shall be ground mounted and not exceed fifteen (15) feet as measured from grade at the base of the structure to the apex of the structure.
10. Security fencing. The solar facility shall be enclosed around the perimeter by a security fence with a minimum height of six (6) feet.
11. Liability insurance. The applicant shall provide proof of adequate liability insurance for a solar facility prior to the issuance of a zoning or building permit. This shall be provided to the Zoning Administrator.
12. Signage. No signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address, physical E-911 address, and emergency contact information.
13. Noise. Inverter noise shall not exceed fifty (50) dBA, measured at the facility property line.
Applicant Response:
14. Vegetative screening. A vegetative buffer yard shall be required. The vegetative buffer yard shall meet one or more of the following set of requirements:
 - a. Forty (40) feet wide with:
 - i. Four (4) canopy trees per one hundred (100) linear feet
 - ii. Six (6) understory trees per one hundred (100) linear feet
 - iii. Eleven (11) evergreen trees per one hundred (100) linear feet

The use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements.

15. Maintenance. Native grasses or any non-invasive species shall be used to stabilize the site for the duration of the facility's use. Site access, buffer areas, and all landscaping shall be maintained to a level acceptable to Cumberland County. The project owner shall be responsible for maintaining the solar facility and access roads.
16. Decommissioning/Abandonment/Decommissioning Plan/Bond Required. The system owner and the owner of the land on which the solar facility is located shall be responsible and liable, jointly and severally, to begin removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months.

All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (a) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (b) the system owner or landowner have continuously maintained the land and facilities in good condition.

Every charge authorized by this section which remains unpaid shall constitute a lien against the property on which a solar facility is located ranking on a parity with liens for unpaid county taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

A decommissioning plan shall be prepared by the Professional Engineer and shall include the following: (a) the anticipated life of the project; (b) the estimated decommissioning cost and how such cost is determined; (c) the manner in which it is to be decommissioned; and (d)

surety or a bond posted prior to obtaining a land disturbance permit for the duration of the project. Such surety or bond may include any salvage value derived from the old facility. The decommissioning plan must provide for the removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that the ground is again tillable and suitable for agricultural purposes. Disturbed earth shall be graded and reseeded. Hazardous material shall be disposed of in accordance with federal and state law.

17. Glare. The solar facility shall be installed so that no reflected glare is visible at the property line adjacent to a public road.
18. FAA Requirements. Any solar facilities located within five (5) nautical miles of any airport shall meet all FAA requirements.
19. Lighting. All outdoor lighting shall be shielded to direct light and glare onto the system's premises.
20. Wetlands. Wetlands shall be inventoried, delineated, and avoided.
21. Access. The County Administrator, Building Official, or Zoning Administrator, or any other parties designated by those County officials, shall be allowed to enter the property at any reasonable time to check for compliance with the provisions of this permit. Furthermore, access shall be granted without notice if the security, health and safety standards and regulations that apply to the project site pose a risk.
22. Change in ownership or operator and activities. The owner and operator shall provide a written notice to the County Administrator and Zoning Administrator in the event of any change in ownership, change in the operator, inactivity, or modifications to equipment or activities on site, excluding general maintenance.

Additional considerations for conditions.

To preserve and protect county view sheds and resources, to protect the health, safety and welfare of the community, and to otherwise advance the purpose and intent of this article, the following non-exhaustive list of additional criteria may be considered by the planning commission and the board of supervisors in addressing whether to recommend or grant a permit, and what conditions to impose on any permit for an energy generation facility:

- The topography of the site and the surrounding area.
- The proximity of the site to, observability from, and impact on urban and residential areas.
- The proximity of the site to other energy facilities and utility transmission lines.
- The proximity of the site, observability from and impact on areas of scenic significance and of historical, cultural and archaeological significance.
- The proximity of the site, observability from and impact on public rights of way to include all roads, recreational and state facilities.
- The preservation and protection of wildlife and pollinator habitats and corridors.
- The size of the site.
- The proposed use of available technology, coatings and other measures for mitigating adverse impacts of the facility.
- The encouragement of economic development activities that provide desirable employment or the enlargement of the tax base.
- The preservation and protections of prime farmland and forestland in the county, provided that:
 1. "Prime farmland" shall have the meaning assigned to it by the Natural

Resource Conservation Service of the United States Department of Agriculture.

2. If no more than ten percent of the site is prime farmland; this consideration will be waived.

The enumeration of these criteria shall not prohibit the planning commission or the board of supervisors from considering other factors deemed relevant to a specific special use permit applicant based on the details of the application. Nothing herein shall limit in any manner the nature and scope of reasonable conditions that may be recommended by the planning commission or imposed by the board of supervisors.

Public Notification:

Notice was published in *The Farmville Herald* on November 2, 2022 and November 9, 2022.

Adjoining property owners were sent a notice for the public hearing via first class mail on October 28, 2022. Staff was contacted by one resident who requested the information that would be provided to the Board of Supervisors for the public hearing.

The applicant held a community meeting on May 16, 2022, at the Cartersville Ruritan building where approximately 30 community members attended. The community concerns were said to have been addressed during the meeting and were followed up with phone calls. The majority of the comments and questions came from Hunt Club members who live throughout the state but hunt on Weyerhaeuser property proposed to be included in this project.

The Planning Commission held a workshop with the applicant on September 12, 2022, where the applicant invited the Commission to visit the site of the proposed project. The site visit was conducted on October 6, 2022. The Commission held a public hearing on this CUP request and submits this application to the Board of Supervisors with a unanimous recommendation of approval.

Recommendation:

Should the Board of Supervisors wish to approve the CUP request, staff recommends the following conditions:

1. Site plan required. Solar facilities must be developed in accordance with an approved site plan that meets the standards of Sec. 74-1103 "Site plan contents" of Cumberland County Code.
2. Approved solar components. Electric solar system components must have a UL listing or equivalent.
3. Distribution lines. All new distribution lines to any building, structure, or utility connection shall be located underground (trenched).
4. Compliance with building code. All active solar facilities shall meet all requirements of the Virginia Uniform Statewide Building Code as well as all federal and state statutes, codes,

regulations, and ordinances; and shall be inspected by the Cumberland County Building Official.

5. Land Disturbance. A land disturbance plan shall be prepared by an engineer, submitted by the applicant, and approved by the Commonwealth of Virginia Department of Environmental Quality and the Peter Francisco Soil & Water Conservation District prior to any land disturbance. The owner or operator shall construct, maintain and operate the project in compliance with the approved plan.
6. Utility notification. No grid tied photovoltaic system shall be installed until evidence has been submitted to the planning department that the owner has been approved by the utility company to install the system.
7. Setbacks. With the exception of poles and lines necessary to connect to the power grid, the perimeter of the system shall be located at least fifty (50) feet from the property line of any adjoining parcel owned by any landowner other than the owner of the parcel on which the solar facility is being proposed; at least one hundred (100) feet from the nearest inhabitant residence at the time of the initial application; and at least one hundred (100) feet from any public road.
8. Height. With the exception of the lighting, poles, and lines necessary to connect to the power grid, the height of structures and arrays in the system shall be ground mounted and not exceed fifteen (15) feet as measured from grade at the base of the structure to the apex of the structure.
9. Security fencing. The solar facility shall be enclosed around the perimeter by a security fence with a minimum height of six (6) feet.
10. Liability insurance. The applicant shall provide proof of adequate liability insurance for a solar facility prior to the issuance of a zoning or building permit. This shall be provided to the Zoning Administrator.
11. Signage. No signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address, physical E-911 address, and emergency contact information.
12. Noise. Inverter noise shall not exceed fifty (50) dBA, measured at the facility property line.
13. Vegetative screening. A vegetative buffer yard shall be required. The vegetative buffer yard shall meet one or more of the following set of requirements:
 - a. Forty (40) feet wide with:
 - i. Four (4) canopy trees per one hundred (100) linear feet
 - ii. Six (6) understory trees per one hundred (100) linear feet
 - iii. Eleven (11) evergreen trees per one hundred (100) linear feetThe use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements.
14. Maintenance. Native grasses or any non-invasive species shall be used to stabilize the site for the duration of the facility's use. Site access, buffer areas, and all landscaping shall be

maintained to a level acceptable to Cumberland County. The project owner shall be responsible for maintaining the solar facility and access roads.

15. Decommissioning/Abandonment/Decommissioning Plan/Bond Required. The system owner and the owner of the land on which the solar facility is located shall be responsible and liable, jointly and severally, to begin removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months.

All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (a) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (b) the system owner or landowner have continuously maintained the land and facilities in good condition.

Every charge authorized by this section which remains unpaid shall constitute a lien against the property on which a solar facility is located ranking on a parity with liens for unpaid county taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

A decommissioning plan shall be prepared by the Professional Engineer and shall include the following: (a) the anticipated life of the project; (b) the estimated decommissioning cost and how such cost is determined; (c) the manner in which it is to be decommissioned; and (d) surety or a bond posted prior to obtaining a land disturbance permit for the duration of the project. Such surety or bond may include any salvage value derived from the old facility.

The decommissioning plan must provide for the removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that the ground is again tillable and suitable for agricultural purposes. Disturbed earth shall be graded and reseeded. Hazardous material shall be disposed of in accordance with federal and state law.

16. Glare. The solar facility shall be installed so that no reflected glare is visible at the property line adjacent to a public road.
17. FAA Requirements. Any solar facilities located within five (5) nautical miles of any airport shall meet all FAA requirements.
18. Lighting. All outdoor lighting shall be shielded to direct light and glare onto the system's premises.
19. Wetlands. Wetlands shall be inventoried, delineated, and avoided.
20. Access. The County Administrator, Building Official, or Zoning Administrator, or any other parties designated by those County officials, shall be allowed to enter the property at any reasonable time to check for compliance with the provisions of this permit. Furthermore, access shall be granted without notice if the security, health and safety standards and regulations that apply to the project site pose a risk.

21. Change in ownership or operator and activities. The owner and operator shall provide a written notice to the County Administrator and Zoning Administrator in the event of any change in ownership, change in the operator, inactivity, or modifications to equipment or activities on site, excluding general maintenance.
22. Preservation and protection of wildlife and pollinator habitats and corridors. In an effort to mitigate impacts, landscaping and buffering shall be of native species, and use existing, mature vegetation. Pollinator species should be used as ground cover beneath the panels where feasible.
23. Conditional Use Permit Expiration: Construction or operation shall be commenced within one (1) year after applicants' receipt of all necessary Federal, State, and Local permits, but no later than five (5) years after the date of conditional use approval, or the use permit becomes void.

Respectfully submitted by:
Stephany S. Johnson, CZA
Planning Director | Zoning Administrator



Conditional Use Permit Application

Cumberland Solar

Cumberland County, Virginia

Submitted By: Sun Tribe Development, LLC on behalf of
Cumberland Solar, LLC

107 5th Street SE
Charlottesville, VA 22902

Submitted To: Cumberland County, Virginia
Planning and Zoning Department

1 Courthouse Circle
Cumberland, VA 23040

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Project Proposal

This application for a Conditional Use Permit (“CUP”) is submitted to Cumberland County (the “County”) by Cumberland Solar, LLC, (the “Applicant”), wholly owned by Sun Tribe Development, LLC (“Sun Tribe”). This application is to construct up to a 100 megawatt alternating current (“MW_{AC}”) photovoltaic (“PV”) solar energy system across 10 parcels as well as a transmission voltage generation tie-line across 5 parcels in the Cartersville District of Cumberland County (“Cumberland Solar” or the “Project”). The operational lifespan of the Project is estimated at 40 years.

The Project is located south of the Colonial Gas Pipeline storage facility along Sports Lake Road. The footprint of the project will remain north and northwest of the Cumberland Forest. Located north of Sports Lake Road, the generation tie-line runs an approximate distance of 0.9 miles from the PV solar energy system to the transmission switchyard and project point of interconnection. The Project is located entirely in the Cartersville District of Cumberland, Virginia.

Option to Lease Agreements (the “Option Agreements”) have been established to allow the Applicant to develop and construct up to a 100 MW_{AC} solar array. The Option Agreements apply to the project area, consisting of 2,340 acres. The solar facility is anticipated to use 1,750 or fewer acres of the optioned acres. **Appendix I** presents details regarding landowners and parcels participating in the project. See **Appendix B** and **Appendix C** for the concept plan and related maps depicting existing and proposed site features.

The Project parcels are currently zoned Agricultural (A-2) and have historically been taxed under land use. The project area is, and has historically been, utilized for forestry and timber production. Structures within the project boundary will be removed but those that are located outside the Project will remain.

The Project is located in the James River and Chesapeake Bay Watersheds. The Project will remove trees within the project footprint but will not impact water quality to the extent that traditional impervious development would, due to limited installation of impervious surfaces such as access roads or parking areas, and increased infiltration between PV solar module rows. In addition, this Project will have an engineered stormwater plan that meets all state and local regulations. In addition, the Applicant proposes to plant native wildflowers and other pollinator plantings where practical on a portion of the site, which will further improve water and nutrient cycling onsite, while also providing a beneficial habitat for local pollinator species.

Cumberland Solar will provide an increase in direct, indirect, and induced revenue to Cumberland County. The County will also achieve a significant increase in tax revenue from the Project through the permitting and operation of the facility while requiring minimal to no use of County services such as schools, emergency services, water, wastewater, roadways, or other infrastructure.

The Project will be constructed and operated in accordance with all applicable Federal, State, and Local building codes and regulations.

About Sun Tribe Development

As Sun Tribe Solar's provider of large-scale renewable energy solutions, Sun Tribe Development partners with landowners, local governments, and leading utilities as they move towards a cleaner energy future. With an emphasis on quality, community-focused projects, Sun Tribe Development specializes in sustainable solar solutions. Sun Tribe Development, a Virginia based company, has built one of the most experienced teams in the business, with over 20 gigawatts of collective renewable energy experience. For more information about Sun Tribe Development, see **Appendix A**.

Compliance with A-2 Zoning Ordinance

The parcels within the Project are zoned as Agricultural District ("A-2"). The Cumberland County Code of Ordinance, Sec. 74-133 (31), allows for Utility-scale solar energy facilities in A-2 Zoning by Conditional Use Permit.

The proposed Conditional Use Permit boundary utilizes approximately **1,750** acres of the project parcel's 2,340 acres and the project is anticipated to require an estimated 850 acres for the solar array itself. Additional acreage is intended for stormwater and buffering to maintain water quality. Where practical for sun exposure, the unused parcel acreage outside the facility will be kept in its current condition, with forested vegetation being preserved wherever practicable.

Construction of Cumberland Solar ensures the parcels that encompass the 2,340 -acres will remain protected from more intensive future development. At the end of the Project's life, the solar facility can be removed, and property returned to its current condition as per the Decommissioning Plan included as **Appendix E**.

According to Sec. 74-702 (a) of the Cumberland Zoning Ordinance, a Conditional Use Permit may be granted if the application meets the criteria below. This application addresses the steps taken to meet or exceed the following requirements:

1. That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
2. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage or necessary facilities have been or are being provided.
5. That ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for.
6. That off-street parking and loading areas where required with particular attention to the items in subsection (a)(1) of this section and the economic, noise, glare or odor effects of

the special exception on adjoining properties and properties generally in the district are adequately provided for.

7. That appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for.
8. That any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect.
9. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of supervisors.

Consistency with Comprehensive Plan

As per VA Sec. 15.2-223, Cumberland has developed a Comprehensive Plan, dated August 13, 2013, to assist in guiding development decisions. Sun Tribe has reviewed that Plan and believes Cumberland Solar conforms to and helps to fulfill the goals and objectives pursued by the County.

According to the Goals and Objectives section of the Comprehensive plan this project will directly compliment several of the County's Objectives including the following:

Natural Resources Objective #3 Preserve Cumberland County's high air quality for the use and enjoyment of current and future citizens by:

- a. Fulfilling the County's objective to amend county ordinances, regulations and policies to accommodate alternative forms of energy such as small-scale residential wind turbines, solar panels and other technologies.
- b. Develop countywide policy to reduce energy usage in county facilities and promote the conservation of energy.

Economic Development Objective #1 Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services by:

- a. Support the county's economic development strategy with incentives to attract desired business and tax revenue.
- b. Support the county's economic development strategy with marketing efforts and county branding to target desired businesses such as data centers and companies pursuing Green Energy goals.

Economic Development Objective #4 To encourage the development of essential employment opportunities within Cumberland County for the resident workforce by:

- b. Provide appropriate infrastructure (water, sewer, telecommunications, and electrical power) to support basic industry in the Cumberland Courthouse area and other areas zoned for business and industry where infrastructure can be feasibly extended.
- c. Provide training opportunities for the development of the local labor force through the public schools and through other local and regional workforce development programs.

Public Need and Benefit

Direct Revenue to the County

Cumberland County will benefit directly from the project through increased tax revenue in the form of real property tax, personal property tax, and indirect tax and revenue contributions.

Currently, parcels included in the Cumberland Project contribute just under \$23,000 annually to the Cumberland County tax base in the form of real property tax. After construction of the solar project, we anticipate County revenue from real estate tax to increase due to higher valuation of the project parcels as well as rollback tax penalties due when the parcel is removed from its current land use designation.

Per the County's decision to not enter into a Siting Agreement, Cumberland Solar is obligated to pay a Revenue Share over the life of the Project. In addition to taxes on real property outlined above, personal property and rollover taxes will be required, totaling between \$15-18 million over the life of the project. Compared to the current tax base for this parcel, which would be expected to result in approximately \$1.1 million over the next 40 years, this Project will result in a more than 15 times increase over the current tax revenue received from the parcels.

Cumberland Solar requires virtually no public services or expenditure. Unlike other types of development, it will not have any significant draw on public resources such as schools, emergency services, water, wastewater, or roadways after construction. Because of this, the benefits of the additional tax revenue are amplified by the lack of additional public costs necessary to support them.

Economic Development

In addition to direct revenue from taxes, Cumberland Solar will provide additional benefit in the form of indirect and induced revenue. These include jobs directly attributable to the facility, local spending on materials and services related to the project, and money spent in local area restaurants, stores, and accommodations during construction. Examples of the job creation during the engineering and construction of the solar facility are jobs such as surveyors, timber clearing, fence and mechanical installers, electricians, and equipment operators. Use of local services will be prioritized during project development and construction.

Sun Tribe is a Virginia-based company supporting jobs within the state and paying local and state taxes. We value the community that has helped us grow and we take pride in building responsibly in our home state. We have also partnered with Solar Hands-On Instructional Network of Excellence. ("SHINE") which is public-private partnership founded by Southside Virginia Community College ("SVCC"), Chesapeake Solar & Storage Association. ("CHESSA"), leading solar developers, construction companies, energy consulting & recruiting firms, and tech companies to build innovative solar career pathways in Virginia.

Environmental Protection

Cumberland Solar will also have a positive effect on the County's environment. Unlike fossil fuel energy sources, a solar energy installation uses no water and produces no emissions to create energy and deliver it onto the grid. This results in an estimated 503,580 Metric Tons of carbon dioxide equivalent offset annually – the equivalent emissions of 111,000 gasoline-powered passenger vehicles or the energy use of 65,000 homes. In addition, solar energy reduces certain pollutants that are harmful to human health including sulfur dioxide (SO₂), nitrous oxide (NO_x) and particulate matter (PM_{2.5}). In this way, Cumberland Solar will help to make the air cleaner, while also helping to meet Virginia's clean energy goals.

Quantification and Mitigation of Potential Development Impacts

Public Infrastructure

Cumberland Solar will provide a tax base to Cumberland County that is not accompanied by a burden on County services such as schools, emergency services, roadways, or other public utilities, including gas, water, and sewer. At the conclusion of the approximately 18-month construction timeline, traffic to the site will be limited to a few visits each month as needed for routine operations and maintenance, including vegetation management. In addition, Cumberland Solar will provide value by improving the reliability and resiliency of regional electric grid. There will be no permanent staff on site and thus no need for water or sewer infrastructure or other public facilities.

Neighboring Parcels

The Project will mitigate impacts on neighboring parcels by providing setbacks that meet or exceed those required by Zoning Ordinance? per the Zoning Ordinance. SEC. 74-2 (8). Naturally occurring vegetative screening will be maintained to the greatest extent practicable and paired with additional vegetative buffering as necessary. See Appendix I for list of adjacent landowners.

A community meeting was held on Monday May 16, 2022, at the Cartersville Ruritan Club located at 2168 Cartersville Rd, Cartersville, VA 23027. An invitation was sent to all project participants and adjacent landowners via Certified US Mail. Approximately 30 community members attended the meeting with constructive discussions lasting for about an hour and a half. The limited community concerns were addressed during the meeting and were followed up with phone calls. The majority of the comments and questions came from Hunt Club members who live throughout Virginia.

Visual

Recognizing the importance of Cumberland's scenic and rural character, great care has been taken to design Cumberland Solar to ensure it is adequately screened from neighboring properties and roadways. This is accomplished by adhering to all setback requirements, maintaining mature vegetative buffering in place where practicable, and supplementing with additional native vegetation buffering where appropriate.

In addition, there will be no signage on site, except for that required for safety, security, or the requirements of the interconnecting utility.

Finally, existing topography, mature vegetation, and supplemental vegetation will further reduce the visual impact to adjacent parcels. Preliminary visual simulations will be provided and presented during the permitting process.

Vegetative Screening will adhere to the requirements set out in SEC. 74-2 (14). of the Zoning Ordinance, listed below. Additional buffering required based on the visual impacts of the project will be adhered to as a condition of approval for a Conditional Use Permit. Required buffers shall be placed or preserved between any required fencing and adjoining properties and/or adjacent rights-of-way. Buffering or vegetative screening will meet or exceed the following:

- 1) Forty (40) feet wide with:
 - a) Four (4) canopy trees per one hundred (100) linear feet
 - b) Six (6) understory trees per one hundred (100) linear feet
 - c) Eleven (11) evergreen trees per one hundred (100) linear feet

- 2) The use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements. **See Appendix C**, for vegetative buffer planting details.

Glint and Glare

Solar panels are designed to capture light rather than reflect it and each module is covered in anti-reflective coating to further mitigate any reflectivity coming off their surface. Research shows solar panels produce less glare than standard residential window glass, snow, concrete, or farm ponds.

Using the Federal Aviation Administration's Notice Criteria Tool, which takes into consideration the Project site latitude, longitude, horizontal datum, site elevation, and structure height, it was determined that Cumberland Solar introduces no risk to air traffic and no further glint and glare study is necessary. A copy of the FAA Notice criteria Letter and Glint & Glare Scope of Work can be found in **Appendix G and H**, respectively.

Noise

A solar facility produces negligible noise when operating. Noise produced by the operating facility will be less than that of a typical household refrigerator when observed from the Project fence line and becomes virtually inaudible at approximately one-hundred and fifty (150) feet from the noise-producing components. These noise-producing components, such as inverters, and tracker motors have few moving parts and do not produce noise at levels that will be heard from adjacent properties.

During construction of the facility, there will be a short-term increase in noise levels in the immediate area surrounding the site. Construction will take an estimated 18 months; however, noise-producing activities will only occur during short increments of time throughout the construction schedule and will not be ongoing. Noise-producing construction activities will be limited to daytime hours. The Applicant wishes to be a good neighbor and will work with the County and adjacent landowners to minimize any impact construction noise may have on the surrounding community.

Lighting

The Applicant recognizes and appreciates the need to preserve the County's natural night skies. To that end, any lighting installed at Cumberland Solar will comply with all applicable sections of the Cumberland County Code of Ordinance.

Generally, solar arrays do not require permanent lighting. Unless required by the County, lighting will not be included with the solar component of the Project. Safety and security lighting may be utilized at project substations and transmission switchyards, but any required lighting will be directed downward and away from adjacent residences and roads.

Water Resources

Cumberland Solar will be designed to avoid or minimize impacts to waterways onsite and downstream of the Project. Both water quality and quantity will be considered and protected as the facility design progresses. In addition, this project will consume minimal water to produce electricity and maintain the facility. The concept plan presented in **Appendix B** has been thoughtfully sited to maintain setbacks and create buffers from surface waters and provide adequate space for stormwater and erosion sediment control measures. The permitting of the proposed ~1,750 acres provide flexibility for detailed engineering to minimize cut and fill while optimizing the site for energy and environmental performance.

Water resource protection is closely tied to land use and ground cover as activities upstream have an impact on the downstream environment. While the Project proposes tree clearing, it also proposes establishment of additional visual vegetative buffers and healthy vegetative cover under the proposed PV panels including native species. The establishment and maintenance of healthy ground cover both during and after the construction phase will be heavily monitored and emphasized as the first step in water quality protection, in addition to the temporary erosion and sediment control and permanent stormwater Best Management Practices ("BMPs") that will be implemented in accordance with County and Virginia Department of Environmental Quality ("DEQ") guidance.

Quantification of Potential Impacts on Environmental Features

Wildlife

As part of the environmental due diligence performed on the Project site, the Applicant engaged with the industry-expert consulting firm Timmons Group to determine the likelihood of encountering any species on the State or Federal lists of Threatened and Endangered Species.

Based on the results of the desktop review, a comprehensive field habitat study will be conducted on site in conjunction with the wetland delineation to determine if species identified in the State and Federal databases have potential habitat present within the Project site. Timmons deemed low likelihood of occurrence of T&E species, with potential impacts listed below.

Common Name	Scientific Name	Status	Agency Source
Mammal			
Northern Long-eared Bat	<i>Myotis septentrionalis</i>	Federal Threatened State Threatened	USFWS
Mussel			
Atlantic Pigtoe	<i>Fusconaia masoni</i>	Federal Protected State Threatened	VDWR
Green floater	<i>Lasmigona subviridis</i>	State Threatened	VDWR
Butterfly			
Monarch butterfly	<i>Danaus plexippus</i>	Candidate	USFWS

The Desktop Due Diligence Memorandum can be viewed as [Appendix D](#).

Cultural and Historical Resources

Industry expert Timmons Group was also retained to conduct a comprehensive desktop review to determine if any known historical and archaeological resources were present on the Project or within a one-half-mile buffer surrounding the Project. According to the Virginia Cultural Resources Information System (“VCRIS”) database published by the Virginia Department of Historic Resources (“DHR”), there are five architectural resources and one archaeological resource that intersect with the Site boundary. One architectural resource (DHR ID 024-0033) “The Brick House” has been evaluated for listing on the National Register of Historic Places (“NRHP”) and the Virginia Landmarks Register (“VLR”) and has been determined to be Eligible. Another architectural resource (DHR ID 071-5720) has been determined to be Not Eligible for listing. The remaining architectural resources have not yet been evaluated for listing on the NRHP and VLR.

The Desktop Due Diligence Memorandum can be viewed as [Appendix D](#).

The Applicant will engage a licensed archeological firm to conduct additional cultural resource studies as needed. If potential impacts to historical and cultural resources are identified, the Applicant will coordinate with the Virginia DHR through the Permit by Rule process to assess those impacts and develop any necessary mitigation plans. The results of any studies will be provided to the County once complete.

Streams and Wetlands

A desktop review of streams and wetlands was conducted, and can be found in [Appendix C](#). As a next step, a wetland delineation will be performed on site to identify all streams and wetlands within the Project area. The Project will be designed to limit impacts on identified streams or wetlands to the extent practical, such as the impacts associated with access road crossings. Wetlands and surface water will be protected and buffered according to the Army Corps of Engineers, federal, state and county requirements and the topography of the site is such that larger buffers will be provided across much of the site.

The Project will be developed and constructed in conformance with all applicable federal, state, and local laws and regulations, including the Chesapeake Bay Act, Clean Water Act, and Virginia DEQ Stormwater Management Program Regulations.

Facility Considerations

Equipment Design

Cumberland Solar will be an up to 100 MW_{AC} PV solar electric power generation facility.

The Project will utilize PV panels to convert the sun's energy into electricity (direct current, "DC"). The PV panels are electrically connected and mechanically mounted on racking equipment made from metal framing driven into or otherwise secured to the ground. The racks are oriented in rows along a north-south axis. These rows of panels use motors to rotate east-west following the sun's path each day, facing east in the morning, horizontal midday, and west in the afternoon. This single-axis tracking mechanism produces more energy as compared to a fixed-tilt racking system using a similar footprint and reduces the occurrence of glint and glare. Additionally, the industry is largely moving toward bifacial modules, meaning that both sides of each panel are used to produce energy. This increases total energy generation and improves plant efficiency.

The electricity produced by the panels is connected by above and below ground cabling to inverter stations where it is converted from direct current to alternating current. The inverters are then connected to transformers that step up the power to medium voltage for on-site collection. Those medium voltage circuits aggregate the power from arrays and bring it to the project substation which will have equipment necessary for isolation and control of the plant as well as one or more main power transformers which will step up to transmission voltage. A 0.9-mile generation tie line will bring the power to the point of interconnection at the transmission switching station, located adjacent to the existing Dominion 115kV transmission line.

All the equipment utilized for the Project will be UL listed (or equivalent) and the design will comply with the latest adopted versions of the National Electric Code and National Electrical Safety Code, as applicable. Meters, overcurrent protection, safety switches, and combiner boxes will be utilized as necessary. The exact manufacturer and type of equipment and associated design is subject to change based on future availability and pricing, as well as technology improvement seen every year in this growing industry.

Interconnection

Interconnection of the Project will occur on the Dominion Energy Trices Lake - James River Tap 115 kV Transmission System via a utility-owned switching station approximately 0.9 miles northwest of the solar arrays associated with the project. The project has secured via easement or lease option agreements all land control necessary between the solar array parcels and the point of interconnection.

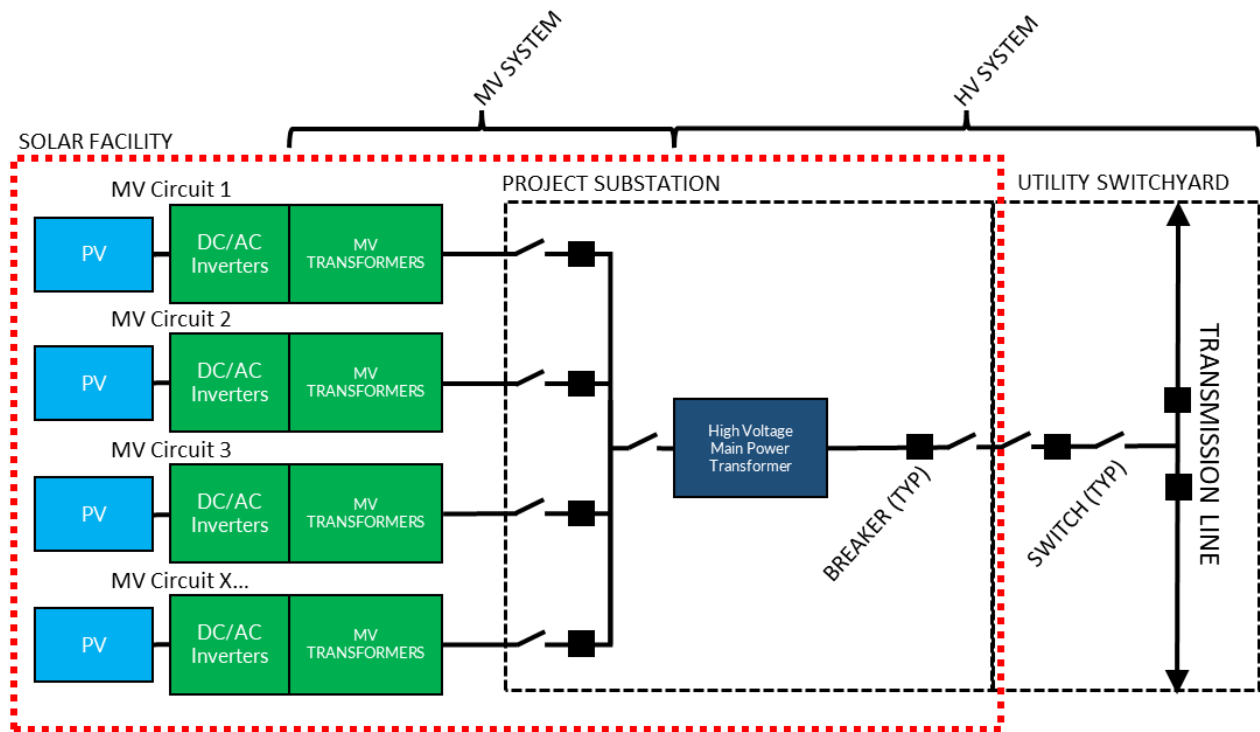
An interconnection request was filed with PJM in 2021, and the project is currently in the PJM study process which will result in an Interconnection Agreement.

Project Substation

The project substation transmits power from the solar array to the utility switchyard where the power is then injected to the grid. The project substation acts as a hub with the sub-arrays as spokes, aggregating both power (Medium Voltage (MV) Circuits) and data circuits enabling the remote monitoring and operation of the plant. The project substation and utility switchyard act as an important safety component by isolating and disconnecting circuits and substation components for operation and maintenance. Ultimately a single High Voltage (HV) circuit leaves the substation and goes to the utility switchyard. The substation does not and will never be a point from which utility service circuits would originate from as it only serves the project and the medium voltage power circuits derived from the solar array to be permitted under this application.

Utility Switchyard

The utility switchyard will be constructed, owned, and operated by the transmission operator, in this case Dominion Energy Transmission. It acts as the interface between the project and the transmission grid. The transmission voltage circuit from the project substation enters the switchyard where there are switches and breakers to give the utility the ability to isolate the project from the grid. In addition, the switchyard creates a break in the transmission line giving the utility operator flexibility in the operation of the grid and the ability to locally isolate sections of their transmission line on either side of the project when appropriate. The block diagram below is meant to be a graphic representation of the narrative that follows.



Project Site Access

Access to the Project will occur through new and existing gravel access roads. Locations are depicted in the drawing set in **Appendix B**. Small additional roads will be installed within the Project to allow access to all site equipment. Minimum impact to traffic is expected during construction. Once operational, there will be no daily staff at the Project site, and site visits are expected to be limited to approximately two times per month. Additional Traffic and Route Evaluation Studies can be found in **Appendix K**.

All existing and proposed access roads, drives, turnout locations, and parking areas shall conform to VDOT requirements in the underlying zoning district.

Fencing and Security

All system components will be enclosed in a perimeter fence of not-less-than 7 feet in height as required by the National Electric Code (NEC). When practical, non-adjacent system component areas will be fenced individually to allow for natural wildlife corridors through the Project. The fencing will serve to prevent unauthorized personnel from entering the Project and will protect the system components from damage by wildlife. A locked gate will be installed to allow for ingress and egress of authorized personnel. Temporary fencing will be installed, as necessary for safety and security, during construction. Access will be limited to authorized personnel, including designated County officials.

Temporary fencing will be installed, as necessary for safety and security, during construction. Access will be limited to authorized personnel, including designated County officials.

Fencing, or other methods of ensuring public safety, will be used in accordance with Sec. 74-2 (10) of the Cumberland County Code.

Signage

Safety and security signs will be located as required by applicable NEC and NESC codes regulations. Temporary instructional or safety signs will be posted during construction, as appropriate and necessary. Per Sec. 74-2 (10) of the Cumberland County Code, no signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address, physical E-911 address, and emergency contact information.

Facility Permitting

Stormwater Management Plan

The Applicant will coordinate with the DEQ, as the designated Storm Water Management Program (VSMP) for review and approval of Cumberland Solar's stormwater management plan. The Project will be engineered to meet or exceed all requirements for stormwater management

and the installation will be inspected regularly over the life of the project to ensure measures perform as designed.

Erosion and Sediment Control

Cumberland Solar will comply with all applicable erosion and sediment control laws and regulations. Best Management Practices utilized on site will be designed specifically to prevent the discharge of sediment and other pollutants into nearby streams and wetlands. The Applicant will coordinate with Cumberland County, as the designated Erosion and Sediment Control Program (“VESCP”) Authority, on submittal and review of the Project’s erosion and sediment control plans.

Prior to construction, an approved erosion and sediment control plan will be implemented for the entire project and erosion and sediment control bond will be provided.

Local Building and Electrical

The Applicant will adhere to all County building and electrical codes. The Applicant will coordinate with the County to secure all applicable building and electrical permits prior to start of construction.

Permit By Rule

All renewable energy generating facilities in the Commonwealth of Virginia must complete requirements set forth under the Department of Quality Permit by Rule (“PBR”) process. The PBR process provides a streamlined method for cultural and environmental permitting of renewable energy projects. PBR incorporates reviews from DEQ, DWR, Department of Conservation and Recreation (“DCR”), and DHR to identify and mitigate potential impacts a project may have to the state’s natural, wildlife, cultural, and historical, resources. Any identified impacts must be sufficiently mitigated to receive approval under the PBR process. A mitigation plan and operating plan outlining how the Applicant will avoid environmental and cultural impacts are also required. A 30-day review and public comment period (including a public community meeting) must occur prior to the permit submittal.

EQ recommends submittal of the project’s Notice of Intent (NOI) to complete the PBR process after local land use approval has been secured. However, Applicant will begin initial discussions with DEQ prior to local land use approval in order to coordinate with applicable agencies and ensure compliance with all federal, state, and local laws and regulations.

The Applicant will submit a NOI for Cumberland Solar to DEQ upon approval of a Conditional Use Permit. The Applicant will update Cumberland County staff on permit progress through the PBR process. A complete permit will be forwarded to the County once approved by DEQ.

Facility Construction

Construction of the Project is expected to take approximately 18 months and contingent on an Interconnection Agreement.

An experienced construction manager will coordinate, direct, and manage all logistical and workforce aspects of construction of the facility. It is estimated that there will be approximately 200 to 300 personnel onsite daily during construction, with some construction activities requiring fewer personnel to be on site. Personnel will park only in designated areas within the Project during construction of the facility.

On-site construction activities fall into the following main categories:

- Civil & Environmental: Temporary erosion and sediment control Best Management Practices (BMPs), permanent stormwater management BMPs, internal site road construction, construction entrances and material laydown area
- Fence: Permanent fence surrounding Project
- Mechanical: Racking foundation pile driving, metal racking assembly, and solar panel installation
- Electrical: Mounting of electrical equipment, trenching, and installation of conduit and wire

Materials and equipment necessary to construct Cumberland Solar will be manufactured off site but will be delivered to the Project by truck. Trucks delivering project materials will be both staged and unloaded on the Project site. Major materials that may be stored on site prior to installation include PV modules, inverters, racking, steel posts, and spooled wire. Other materials that typically arrive by truck for more immediate installation include fencing, conduit, concrete, reinforcing steel, wire management hardware, transformers and switchgear, communication equipment, and other electrical components. Temporary gravel construction laydown and parking areas are depicted conceptually in **Appendix B**. The detailed construction plan will include phasing considerations to minimize disturbed area during construction. Construction will aim to seed or mulch disturbed areas immediately upon bringing the site to grade and will ensure both temporary and permanent seeding and other stabilization requirements are met. Individual erosion control measures will not be removed until approved by a county inspector.

Facility Operations and Maintenance

Solar generating facilities such as Cumberland Solar are monitored and operated remotely. The facility will be monitored 24/7 for performance and safety. Cumberland Solar's remote monitoring system will alert project personnel of any system fault/failure. The interconnecting utility, Dominion, will also have remote monitoring systems in place to notify of non-standard operations. In the event of any issue, operations personnel will be dispatched to the facility to take appropriate actions to assess and restore the facility.

Ongoing maintenance of facility components will occur at regular intervals and using the protocols prescribed by the equipment manufacturer. All maintenance activities will adhere to NFPA 70E safety standards.

All vegetative areas in and around the Project will be maintained by a qualified grounds maintenance crew.

Facility Decommissioning

At the time the Project permanently ceases operations, the Project Owner (“the Owner”) will provide notice to the Zoning Administrator of the abandonment or permanent discontinuance of the facilities and initiate the process of obtaining any permits or other approvals required to disconnect the Project from the utility power grid and remove, recycle, repurpose or otherwise dispose of Project components. The Project proposes to safely remove the relevant components within twelve (12) months from receipt of the above referenced permits and approvals.

The proposed decommissioning sequence includes:

- Disconnect the Project from the utility power grid in accordance with the requirements of the utility or other distribution or transmission system owner as applicable.
- Remove solar panels, foundations, racking, electrical components, cabling and other associated facilities to a depth not less than thirty-six (36) inches below grade.
- Recycle, repurpose, or otherwise dispose of equipment and materials in accordance with applicable permit requirements and in a manner that complies with local, state and federal regulations.
- Decommissioning activities may exclude the removal of select roads, driveways, fences, and other real property improvements that the landowner requests be left in place for future use.

Existing vegetation and buffering will remain in place to the extent they do not obstruct or otherwise interfere with removal of the facilities. Surfaces utilized by the Project will be restored to as near normal grade and level as is reasonably practicable, and disturbed areas will be re-seeded and stabilized. Decommissioning is designed to restore the property to a condition similar to the condition that existed prior to the Project’s construction.

The Applicant has developed a Preliminary Decommissioning Plan. Prior to Project construction the Owner will enter into a written agreement with the County to enable the County to decommission the facility in the event the Owner is not able to or otherwise fails to do so. This agreement will be developed in accordance with State regulation 15.2-2241.2 and will give the County access to decommissioning funds through a decommissioning bond if the need arises. The Project’s Preliminary Decommissioning Plan can be viewed in **Appendix E**.

Attachment Contents

Appendix A – Sun Tribe Development Information

Appendix B – Preliminary Site Plan

Appendix C – Timmons Map Set

Appendix D – Environmental Diligence Review Letter

Appendix E – Decommissioning Plan

Appendix F – Landowner Support Letter

Appendix G – FAA Notice Criteria

Appendix H – Glint and Glare Analysis SOW Letter

Appendix I – CUP Applications and Landowner Documentation

Appendix J – Traffic and Route Evaluation Study

Appendix A – Sun Tribe Development Information



Building Solar. Reimagining Tomorrow.



About Sun Tribe

With nearly 80 employees, over 100 projects completed or under development, and an award-winning track record of innovation and implementation, Sun Tribe is one of the fastest growing clean energy companies in the Mid-Atlantic United States. Thanks to an experienced, in-house team of development, engineering, financial, regulatory, procurement, and construction experts, Sun Tribe serves as a comprehensive energy advisory and delivery company for our client-partners.

Whether building the first solar array to sit on an abandoned coal mine in Virginia's history, powering the first 100 percent solar school district East of the Mississippi, installing solar on flagship state government buildings, or working with Fortune 200 companies to help meet their sustainability goals, Sun Tribe specializes in creating a brighter energy future through long-lasting, sustainable partnerships.

Sun Tribe is home to two thriving companies: Sun Tribe Solar (on-site solutions) and Sun Tribe Development (utility-scale solutions). Sun Tribe is headquartered in Charlottesville, Virginia.

About Sun Tribe Development

As Sun Tribe's provider of large-scale renewable energy solutions, Sun Tribe Development partners with Fortune 500 companies, landowners, governments, and leading utilities as they move towards a cleaner energy future. With an emphasis on high quality, community-focused projects, Sun Tribe Development specializes in sustainable solar solutions.

Sun Tribe Development has built one of the most experienced teams in the business, with over 5GW of collective renewable energy experience. Previously, team members have developed and built solar facilities in 20 states for the United States Navy, United States Air Force, Dominion Energy, Georgia Power, Gulf Power, Duke Energy, the Tennessee Valley Authority, PSEG, Exelon, AEP, Pacific Power, Idaho Power, and Entergy.

Our Commitment

At Sun Tribe Development, we know from experience that success comes from a **community-focused** process that promotes local agriculture, embraces the character of rural areas, and protects land for future generations. We're committed to building **high-quality solar projects** worth celebrating – projects that receive national recognition and local support. And we're proud of our record of building strong, sustainable relationships with landowners.

On every solar project we're involved with, we ask a simple question: **how can we respect the community and help landowners be a good neighbor?** It starts with holding ourselves to the highest standard possible – ensuring that our projects go above and beyond what's necessary and focus on what's right



Our Full Team

Working with Sun Tribe Development, you'll get to know our team well. We're selective about the projects we take on, and value the reputation we've earned as high-character renewable energy leaders.

But we don't work alone.

Standing behind our efforts is one of the most experienced, dedicated groups of professionals you'll find anywhere – from engineers to construction managers to finance experts, Sun Tribe is capable of meeting the needs of any of our partners. And with **nearly 80 team members** all based in Charlottesville, Virginia, we're ready to make every project we engage with a success.

Contact Information

Please reach out to us. We look forward to speaking with you.

Tony Deyerle–Project Developer

tony.deyerle@suntribedevlopment.com

107 5th Street SE

Charlottesville, VA 22902



Appendix B – Concept Plan

Appendix C – Timmons Map Set

Appendix D – Environmental Diligence Review Letter

August 12, 2022

Anthony Deyerle
Sun Tribe Development
300 East Main Street Suite 200
Charlottesville, VA 22902

RE: Cumberland Solar, LLC – Desktop Due Diligence Memorandum

Dear Mr. Deyerle,

Timmons Group has completed an analysis and report of desktop environmental and cultural resource databases for the Cumberland Solar project for a proposed electric solar power generation facility. The project encompasses approximately 1,848 acres and the easement parcels encompass 434 acres; the project is located in Cumberland County, Virginia (see Figure 1: Vicinity Map). The study was developed as a preliminary planning tool to help identify potential constraints and to assist in planning the proposed Cumberland Solar (Site). The study consists of the following components:

- GIS Data and Base Mapping
- Threatened and Endangered Species
- Cultural Resources

This comprehensive review of publicly available environmental mapping and database resources will assist in identifying local, state, and federally regulated resources that have the potential to significantly impact the feasibility of the Site.

I. GIS Data and Base Mapping

Timmons Group has compiled readily available database information from geographic information systems (GIS) to prepare mapping exhibits included in the Figures and Attachments to this narrative. These figures include a Vicinity Map, an Environmental Inventory Map, an Aerial Topographic Map, a Hydric Soils Map, and a Constraints Map. A summary of several of these exhibits is provided below.

Shaded Relief and Aerial Topographic Map

Topographic data is sourced from the VGIN LiDAR and shows areas of significant topographic relief on the site. Elevations range from a low of approximately 195 feet in the east to a high of approximately 415 feet in the north. See Figure 2 Shaded Relief Map and Figure 3: Aerial Topography Map.

Environmental Inventory Map

The Hydric Soils Map and Environmental Inventory Map is a compilation of mapped wetland, stream, floodplain, and soil data from several data sets including the National Wetland Inventory from the U.S. Fish and Wildlife Service, National Hydrography from the USGS, FEMA's National Flood Hazard Layer, and Natural Resource Conservation Service. Hydric soils are present on the Site, along with wetlands and stream systems and flood zones. In total, there are 167 acres of National Wetlands Inventory (NWI) wetlands onsite. Please note that wetland and stream data represented on this figure is approximated from database information and is subject to field verification through completion of a wetland delineation. See Figure 4: Hydric Soils Map and Figure 5: Environmental Inventory Map.

Constraints Map

The Constraints Map compiles all the mapped data reviewed to identify potential constraints to development including required property line setbacks; mapped floodplain data, wetlands, waterbodies and streams; identified easements; and cultural resource data. Noted on the Constraints Map are slopes greater than 15%. Though not typically considered a development constraint, we believe that slopes in the 15% range will be challenging to develop. This map summarizes known constraints based upon publicly available data; however, it is important to note that actual constraints will ultimately be identified through field verification and further studies. Space allowance for infrastructure including erosion and sediment control and stormwater management will need to be incorporated into site design as further information refines the development area available within the property.

II. Threatened and Endangered Species Database Search

An endangered species review was conducted to gain insight regarding the potential presence of Endangered Species Act (ESA) listed species as well as State listed species onsite or in the vicinity of the Site. The following agencies and associated databases were reviewed for threatened and endangered species:

- U.S. Fish and Wildlife Services (USFWS) – Information, Planning and Consultations system (IPaC)
- Virginia Department of Wildlife Resources (VDWR) – Wildlife Environmental Review Map Service (WERMS)
- Virginia Department of Wildlife Resources (VDWR) – Virginia Fish and Wildlife Information Service (VaFWIS)
- Virginia Department of Wildlife Resources (VDWR) – Northern Long Eared Bat (NLEB) Winter Habitat and Roost Tree Locator
- Virginia Department of Wildlife Resources (VDWR) – Little Brown Bat and Tri-colored Bat Winter Habitat & Roosts Locator
- Virginia Department of Conservation and Recreation (VDCR) – Natural Heritage Data Explorer (NHDE)
- Virginia Department of Environmental Quality (VDEQ) – Coastal Geospatial and Education Mapping System (GEMS)
- Center for Conservation Biology (CCB) – VaEagles Nest Locator
- U.S. Fish and Wildlife Services (USFWS) – Bald Eagle Concentration Areas

The comprehensive database search determined there is the potential for three species with federal and/or state protection to occur within the project area (see Attachment 3: Threatened and Endangered Database Searches). The potentially present species and their associated databases are listed below in Table 1.

Table 1. Threatened and Endangered Species Potentially Present at Cumberland Solar

Common Name	Scientific Name	Status	Agency Source
Mammal			
Northern Long-eared Bat	<i>Myotis septentrionalis</i>	Federal Threatened State Threatened	USFWS
Mussel			
Atlantic Pigtoe	<i>Fusconaia masoni</i>	Federal Protected State Threatened	VDWR
Green floater	<i>Lasmigona subviridis</i>	State Threatened	VDWR
Butterfly			
Monarch butterfly	<i>Danaus plexippus</i>	Candidate	USFWS

According to the USFWS IPaC results, the federally and state threatened northern long-eared bat (NLEB) (*Myotis septentrionalis*) has the potential to occur on the Site. Based upon a review of available information, in particular the VDWR NLEB Winter Habitat and Roost Tree Locator, there are no known maternity roosts or hibernacula located within or in close proximity to the Site. Based on VDWR VaFWIS database, the

species has not been observed within the site or within the two-mile buffer around the site. Under the USFWS NLEB final 4(d) rule, incidental take of the NLEB is not prohibited but the USFWS reserves the right to request additional studies or information during consultation with federal permitting agencies. As there are no known hibernacula or roost trees within 0.25 miles or 150 feet, respectively, the Site may choose to implement voluntary conservation measures to reduce the likelihood of incidental takes by conducting tree removal activities outside of the pup season (June 1 – July 31). The USFWS recently issued a proposal to elevate the NLEB from threatened to endangered. The proposed reclassification, if finalized, would remove the current 4(d) rule protections (as these rules may be applied only to threatened species) and projects completed after the reclassification is finalized may require USFWS consultation and/or a mandatory time of year restrictions (TOYR) for tree clearing, which may be from April 1 – November 14. The final reclassification decision is expected to be issued in late 2022 and would go into effect upon issuance.

According to the VDWR search results, the federally and state threatened Atlantic Pigtoe (*Fusconaia masoni*) has the potential to occur on the Site. The Atlantic Pigtoe inhabits minimally polluted, medium to large fast-moving streams with sandy and gravelly bottoms. Within those streams, it is often found on the downstream side of riffle structures. The James River is listed as Threatened and Endangered waters for the Atlantic Pigtoe and is located at the northern edge of the two-mile buffer. The potential TOYR is May 15 – July 31 for instream work. Further agency coordination will likely be required if state or federal permits are needed.

According to VDWR search results, the state threatened green floater (*Lasminoa subviridis*) has the potential to occur on the Site. The green floater is typically found in medium sized streams with pools and eddies and sandy or gravelly bottoms. This species is intolerant of flooding or droughts. The James River is listed as Threatened and Endangered waters for the green floater and is located at the northern edge of the two-mile buffer around the Site. The potential TOYR is April 15 – June 15 and August 15 – September 30 for instream work. Further agency coordination will likely be required if state permits are needed.

According to the USFWS IPaC results, the monarch butterfly (*Danaus plexippus*) has the potential to occur on the Site. The monarch butterfly is a candidate species, but it is not currently listed as federally or state threatened or endangered. Monarch butterflies are found across North America and are broken into two populations separated by the Rocky Mountains. Milkweed is the host plant of this species, and the monarch butterfly relies on this plant to complete its lifecycle. As the species is not listed as threatened or endangered, there is no time of year restrictions for this species, but USFWS recommends protective measures to enhance the butterfly habitat, including planting pollinator habitat.

According to VDCR, the Willis River Swinging Bridge Conservation Site is located within the Site. This conservation site has a biodiversity significance ranking of B3, which represents a site of general biodiversity. The natural heritage resources of concern at this site are the lesser marsh St. John's wort (*Triadenum tubulosum*) and Coastal Plain/Piedmont Floodplain Swamp (green ash - red maple type). Lesser marsh St. John's-wort is a perennial herb that inhabits bogs, peaty wetlands, and drawdown sloughs along rivers. The red maple swamp community of the Mid-Atlantic Coastal Plain of the Chesapeake Bay and Piedmont regions occurs on poorly drained soils on flat areas and along watercourses that are seasonally to semi permanently flooded. The tree canopy is closed to partially open and dominated by *Acer rubrum* and *Fraxinus Pennsylvania*. Although VDCR recommends avoiding the Willis River Swinging Bridge Conservation Site located in the southeast portion of the project area be avoided, the resources associated with this conservation site are not threatened or endangered species, so mitigation is not required. VDCR recommends the development of an invasive species management plan for the Site and the planting of native pollinator species. The current activity will not affect any documented state-listed plants or insects, and there are no State Natural Area Preserves under DCR's jurisdiction in the project vicinity.

Information provided by VDEQ Coastal GEMS indicates that the Site is not located in part or in whole within a Coastal Area Protection Zone (CAPZ).

A search of known bald eagle nest locations/concentration areas utilizing the VDWR VaFWIS database, the CCB website, and USFWS Bald Eagle Concentration Areas mapping tool indicates there are no bald eagle nests and no bald eagle concentration designated areas in the vicinity of the Site.

III. Cultural Resources Search

Timmons Group conducted a Virginia Department of Historic Resources (VDHR) database search for the project area and a one-half mile (0.5 mi) buffer surrounding the Site. An exhibit showing the approximate location of the Site with known architectural and archaeological resources from the Virginia Cultural Resource Information Services (VCRIS) database is included in Attachment 4: VCRIS Database Search.

According to the VCRIS database, there is one known architectural resource that intersect with the Site boundary. The Route 612 House (DHR ID 024-0344) is onsite and has not yet been evaluated for placement on the National Register of Historic Places (NRHP) and Virginia Landmarks Register (VLR).

Twenty-six architectural resources and one archaeological resource intersect with the one-half mile buffer around the Site. Three architectural resources have been evaluated and are Eligible for placement on the NRHP and VLR. Two architecture resources are Potentially Eligible for placement on the NRHP and VLR. The remaining resources are either Not Eligible or have not yet been evaluated for placement on the NRHP and VLR. Additional information is provided in Table 2, below.

Table 2. Cultural Resources within 0.5 mile of Cumberland Solar

DHR ID	Name	Location	Status
Architectural Resources			
024-0344	Route 612 House	On Site	Not Evaluated
024-0035	Vue Mont	Adjacent	Eligible
024-0052	Willis River Navigation	Adjacent	Not Evaluated
024-0015	Mount Elba	Nearby	Eligible
024-0033	Trenton Mill	Nearby	Eligible
024-0037	Richlands	Nearby	Not Evaluated
024-0038	Woodlawn	Nearby	Not Evaluated
024-0059	Putney Family Cemetery	Nearby	Not Evaluated
024-0062	Wilkinson House	Nearby	Not Evaluated
024-0072	Horseshoe Bluff Farm	Nearby	Not Evaluated
024-0080	Duncan's Dairy Farm	Nearby	Potentially Eligible
024-0376	Pleasant View Baptist Church	Nearby	Not Eligible
024-0377	194 Duncan Store Rd House	Nearby	Not Eligible
024-0390	Route 609 House	Nearby	Not Evaluated
024-5083	454 Duncan Store Rd Blue House	Nearby	Potentially Eligible
024-5084	442 Duncan Store Rd House	Nearby	Not Eligible
024-5085	383 Duncan Store Rd House	Nearby	Not Eligible
024-5086	369 Duncan Store Rd House	Nearby	Not Eligible
024-5087	368 Duncan Store Rd House	Nearby	Not Eligible
024-5088	360 Duncan Store Rd House	Nearby	Not Eligible
024-5089	347 Duncan Store Rd House	Nearby	Not Eligible
024-5090	333 Duncan Store Rd House	Nearby	Not Eligible
024-5091	250 Duncan Store Rd House	Nearby	Not Eligible
024-5092	194 Duncan Store Rd House	Nearby	Not Eligible
024-5093	187 Duncan Store Rd House	Nearby	Not Eligible
024-5094	166 Duncan Store Road Fellowship Hunt Club	Nearby	Not Eligible
024-5107	116 Duncan Store Rd House	Nearby	Not Eligible
Archaeological Resources			
44CM0027	Open Air Terrestrial	Nearby	Not Evaluated

IV. **Summary and Conclusions**

Results of the desktop study show that there are environmental features and constraints to be aware of on the Site.

If work is proposed in wetlands or waters of the U.S., then Section 401 and Section 404 Clean Water Act Permits will be required. Submittal of a Section 404 Clean Water Act Permit will provide a federal nexus that will trigger a review of threatened and endangered species and cultural resources that could further impose timeline restrictions or reduce the developable footprint of the project. Similarly, review of a PBR application by the state will trigger a review of threatened and endangered species and cultural resources at the Site.

The Site will not likely affect any known Northern Long-eared Bat areas as there are no known maternity roosts or hibernacula located within or in close proximity to the Site. The Site may choose to implement voluntary conservation measures for the Northern Long-eared Bat by conducting tree removal activities outside of the pup season (June 1 – July 31). This recommendation may change if the USFWS elevates the status of the NLEB from threatened to endangered. Additionally, the Site may choose to implement time of year restrictions for instream work for the green floater and Atlantic Pigtoe. The monarch butterfly also has the potential to be present within the vicinity of the Site; however, this species is not listed and has no time of year restriction. An overview of the potential time of year restrictions can be found in Table 3.

Table 3. Possible Time-of Year Restrictions by species.

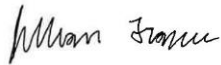
Species	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Northern Long-eared Bat												
Atlantic Pigtoe												
Green Floater												

Twenty-eight cultural resources are located within a one half-mile search buffer. A site conditions assessment by a registered historian is recommended to better understand the level of work required for a Phase I Cultural Resources Assessment.

We appreciate the opportunity to present this preliminary analysis for planning purposes. Please note that threatened and endangered database searches must be current (data accessed within six months) to be considered by reviewing agencies.

If you have any questions, please contact me at (804) 489-5973 or jillian.frazier@timmons.com or Rick Thomas at (804) 200-6446 or rick.thomas@timmons.com.

Sincerely,



Jillian Frazier
GIS Specialist



Rick Thomas
Principal

Appendix E - Decommissioning Plan

Prepared By:

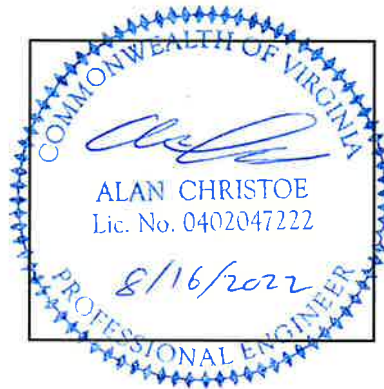


Cumberland Solar

Decommissioning Plan

Cumberland County, VA

Date: 8/12/2022



This cost estimate was not based on detailed construction drawings, but is typical for a project of this size and type. The listed equipment quantities are subject to change based on the actual installed facilities.

Prepared For:



Cumberland Solar
Decommissioning Plan

CLIENT NAME	Cumberland Solar, LLC.
PROJECT NAME	Cumberland
LOCATION	0 Sports Lake Road, Columbia, Cumberland County, Virginia
PROJECT	Solar PV Electric Generating Facility

Rev.	Date	Description	Prepared	Checked	Approved
0	8/12/2022	Released for Client Use	NBF	JD	AC

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1 Introduction

Cumberland Solar (the "Project") is a solar PV electric generation facility ("Facility") up to 100 MWac proposed by Cumberland, LLC (the "Project Owner"). The Project will be located on Sports Lake LN, Columbia, Cumberland County, Virginia. The project area will span approximately 720 acres and will connect to 115kV transmission line Switchyard owned by Dominion Energy, via 1.75 mile Gen-tie 115 kV transmission line.

This Decommissioning and Restoration Plan ("Plan") has been prepared to address the requirements of the Cumberland County Solar Ordinance. The Project will also comply with any applicable municipal, state and federal regulations. The Plan assumes decommissioning and restoration will occur at the end of the Project's expected useful life of forty (40) years. An overview of all activities related to the removal of the Project's equipment and panels, appurtenant structures, and for restoration of the site to its previous condition (as much as reasonably practicable) can be found in the Plan.

Within 12 months of initiating the decommissioning, the Project Owner will safely have the relevant components removed from the land and will then restore the site as described below.

This Plan lays out the procedures for restoring the site to its original use, based on the recent historical land use of the property or other economical land uses as desired by the relevant landowner, at the end of the Facility's operational life. The Plan describes procedures for the removal of Facility components. The components of the Facility are described in detail in the Exhibit to the CUP application ("Conceptual Site Plan").

2 Project Components

The Conceptual Site Plan provides detailed information regarding the anticipated location and description of the Facility components. The Facility generally consists of the equipment and infrastructure listed below:

- Steel Piers and Racking;
- PV Panels;
- Inverters;
- Electrical Collection Lines;
- Access Roads;
- Fencing, Gating, and Safety Features;
- Operations and Maintenance (O&M) Building (TBD);
- Weather Stations; and
- Project Collection Substation.

3 Regulatory Compliance

Prior to the commencement of decommissioning, the Project Owner will perform the appropriate due diligence requirements and obtain the necessary Cumberland County, state, and federal approvals to complete decommissioning activities. To mitigate any environmental impact from decommissioning, the Project Owner will assess the necessary permits and approvals in the future regulatory environment to maintain regulatory compliance. Anticipated types of evaluations may include the following:

- Review of on-site jurisdictional status and potential impacts to wetlands and waterbodies to comply with the Clean Water Act;
- Consultation with the United States Fish and Wildlife Service to evaluate compliance with the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and any other relevant regulations at the time of decommissioning;
- Consultation with the Virginia Department of Environmental Quality for compliance with any pertinent state regulatory requirements;
- Completion of a Phase I Environmental Site Assessment in support of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) protection;
- Development and implementation of a Stormwater Pollution Prevention Plan (SWPPP);
- Cumberland County building, road, discharge, or erosion control permits (as necessary); and
- Special state or local hauling permits (as necessary).

4 Decommissioning

The Project will be decommissioned at the end of its useful life. When the Project Owner determines the Project is at the end of its useful life, or if the facility generates no electricity for a continuous period of six months. At least 60 days prior to the commencement of decommissioning activities, the Project Owner will notify the Cumberland County officials. The following general decommissioning activities will occur:

To occur before decommissioning begins:

1. Obtain required site permits from Authority Having Jurisdiction (AHJ)

Decommissioning Sequence

2. Disconnect all utility grid power
3. Move all disconnects to the off position
4. Disconnect all above ground wirings, cables, and electrical connections
5. Remove all PV Modules
6. Remove inverters, mounting equipment, and posts
7. Remove all electrical switchgear, transformers, and their foundations
8. Remove Data Acquisition System (DAS) equipment, feeders, and conduit

9. Remove all above ground mounting equipment components and posts
10. Excavate and remove Underground feeders and conduit
11. Remove all MV feeders and utility poles
12. Removal of Collector Substation
13. Removal of weather station
14. Remove access road
15. Remove all fencing
16. Fill/Grade/Seed as needed

Some components may be left in place under certain circumstances. Electrical lines that will not impact future use of the Project Area (at least 3 feet in depth) may be left in place per renewable industry practices. Steel piles, where full removal is unattainable, may be cut and left in place at a depth of 3 feet or greater below the ground surface. Additionally, landowners may desire that certain improvements such as fencing, or access roads remain in place for their use. The Project Owner will obtain a written request from the landowner for any improvement to remain in place.

5 Materials, Recycling, and Disposal

Many components of the Facility, such as racking, wiring, piles, and panels, retain value over time. Panels, while slightly less efficient than when installed, may be reused elsewhere, or their components may be broken down and recycled. Recycling of solar panels and equipment is rapidly evolving and can be handled through a combination of sources such as certain manufacturers, e.g., PV Cycle (an international waste program founded by and for the PV industry), or waste management companies. More than 90 percent of the semiconductor material and glass can be reused in new modules and products. Other waste materials that hold no value will be recycled or disposed of via a licensed solid waste disposal facility.

6 Site Restoration

Following the completion of decommissioning activities, it is anticipated that the site will primarily be converted back to the pre-construction land uses. The land will be graded as necessary, though minimal grading is expected to be required, and decompacted to allow for productive agricultural use. Following completion of the decommissioning activities, the site will be reseeded as necessary with native grasses. Decommissioning of the Facility, including the removal of materials followed by site restoration, should be completed in approximately 12 months.

7 Decommissioning Cost Estimate

7.1 OPINION OF PROBABLE DECOMMISSIONING COST

Detailed Project Description: The Project is a single-axis tracking solar electric generating facility, consisting of 27 modules per string, that will be in Columbia, Cumberland County, VA near Sports Lake LN (Lat: 37.6549760; Long: -78.2311950).

Table 7-1: Estimated Decommissioning Cost:

PV Module Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
# Solar Panels 565 W	212,000	EA	\$5	\$1,060,000	Disassembly, Haul off-site
SUBTOTAL				\$1,060,000	
Foundations Structural Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
# Panel Support Steel Piles	28,790	EA	\$12	\$345,480	Disassembly, Haul off-site
# Panel Racks	7,851	EA	\$60	\$471,060	Disassembly, Haul off-site
SUBTOTAL				\$816,540	
Electrical Equipment Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
Inverter, 4.26 MW	24	EA	\$1,000	\$24,000	Disassembly, Haul off-site
MV Transformers, 4750 kVA	24	EA	\$4,000	\$96,000	Disassembly, Haul off-site
Tracker Motor	300	EA	\$15	\$4,500	Disassembly, Haul off-site
SUBTOTAL				\$124,500	
Electrical Wires Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
MV Conductor (20% removal)	167,000	FT	\$25	\$835,000	Removal, Excavation
DC/LC Conductor	237,000	FT	\$2	\$474,000	Removal, Non-Excavation
SUBTOTAL				\$1,309,000	
Gen Tie 115 kV T-Line	QUANTITY	UNITS	Unit Cost	Total	Comment
115 kV t-line	1.75	Mile	\$250,000	\$437,500	Disassembly, Haul off-site
				\$437,500	
Collector Substation Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
Circuit Breakers 34.5 kV	3	EA	\$7,500	\$22,500	Disassembly, Haul off-site
HV Circuit Breakers 115 kV	1	EA	\$10,000	\$10,000	Disassembly, Haul off-site
Substation Steel	1	LOT	\$235,000	\$235,000	Disassembly, Haul off-site
Foundation/Fence	1	LOT	\$110,000	\$110,000	Disassembly, Haul off-site
Main Power Transformers 115 - 34.5 kV 72/96/120	1	EA	\$60,000	\$60,000	Disassembly, Haul off-site
Substation Control House	1	EA	\$25,000	\$25,000	Disassembly, Haul off-site
Capacitor Bank (Size TBD)	1	EA	\$35,000	\$35,000	Disassembly, Haul off-site
SUBTOTAL				\$497,500	

Fence/land, Removal/Restoration	QUANTITY	UNITS	Unit Cost	Total	Comment
Fence Perimeter	46,000	FT	\$1	\$46,000	Disassembly, Haul off-site
Civil Site Remediation (disturbed area)	600	Acre	\$4,000	\$2,400,000	Restoration and Seeding
Storm Water Management Ponds	40	EA	\$3,000	\$120,000	Restoration
Mobilization, Engineering & Permitting				\$175,000	Budgeted
SUBTOTAL				\$2,741,000	

Summary of Cost Estimates	
PV Module Removal	\$1,060,000
Foundations Structural Removal	\$816,540
Electrical Equipment Removal	\$124,500
Electrical Wires Removal	\$1,309,000
Gen Tie 115 kV T-Line	\$437,500
Collector Substation Removal	\$497,500
Fence/land, Removal/Restoration	\$2,741,000
ESTIMATED GRAND TOTAL	\$6,986,040

Data Sources:

1. Material List and Quantities: Based on schematic design.
2. Unit Price Values: Based on R.S. Means and typical quantities for various components.

7.2 OPINION OF PROBABLE SALVAGE VALUE COST

There should be opportunity to reclaim metal scrap value from electrical equipment. Yard equipment such as bus work, circuit breakers, and power transformers contain a significant amount of conductive material such as copper and aluminum. Dead-end and other steel structures contain a significant amount of steel. Rubble from the foundation demolition and all other materials would be sent to landfill at cost. The scrap value of the substation is presented in Table 7-2.

Timmons Group considers that there is a resale market for substation transformers. Therefore, the transformer could be sold as operational second-hand equipment instead of being scrapped. This scenario has been considered.

Table 7-2 Estimated Salvage Value:

PV Module (At: \$.3/W before Removal and Hauling)	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 10% of New Cost
# Solar Panels 565W @ \$.33/W = \$186.45 less Hauling 20% = \$142 net	212,000	EA	\$150.00	\$31,800,000	\$3,180,000
SUBTOTAL					\$3,180,000
Foundations Structural (at: \$.20/LB after Removal and Hauling)	QUANTITY	UNITS	Estimated Weight LB.	Estimated Salvage Value	Estimated Salvage Value
# Panel Support Steel Piles	28,790	EA	100	\$0.20	\$575,800.00
# Panel Racks	7,851	EA	1,000	\$0.20	\$1,570,200.00
SUBTOTAL					\$2,146,000.00
Electrical Equipment	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 20% of New Cost
MV Transformers: 4,750kVA	24	EA	\$90,000	\$2,160,000	\$432,000
SUBTOTAL					\$432,000
Gen Tie 115 kV T-Line	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 20% of New Cost
115 kV t-line	1.75	Mile	\$850,000	\$1,487,500	\$297,500
SUBTOTAL					\$297,500
Electrical Collector Substation	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 20% of New Cost
Circuit Breakers 34.5 kV	3	EA	\$35,000	\$105,000	\$21,000
HV Circuit Breakers 115 kV	1	EA	\$120,000	\$120,000	\$24,000
Substation Steel	1	LOT	\$1,400,000	\$1,400,000	\$280,000
Foundation/Trench/Conduit/Cable*	1	LOT	\$200,000	\$200,000	\$40,000
Main Power Transformers 115 - 34.5 kV 72/96/120 MVA	1	EA	\$1,500,000	\$1,500,000	\$300,000
Substation Control House	1	EA	\$450,000	\$450,000	\$90,000
Capacitor Bank (Size TBD)	1	EA	\$350,000	\$350,000	\$70,000
SUBTOTAL				\$4,125,000	\$825,000
Electrical Wires/cables	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 20% of New Cost
MV Conductor (only 20% of total)	167,000	FT	\$25	\$4,175,000	\$417,500
DC/LC Conductor	237,000	FT	\$5	\$1,185,000	\$118,500
SUBTOTAL					\$536,000

Fence	QUANTITY	UNITS	Estimated Weight LB.	Estimated Salvage Value	Estimated Salvage Value/Including Removal
Fence Perimeter (1.3 lb per square ft, 6ft height)	46,000	FT	358,800	\$0.45	\$80,730.00
Fence post every 10 ft (9 ft length, 2.3 lb./Ft)	4,600	FT	142,644	\$0.45	\$32,094.90
SUBTOTAL					\$112,824.90

Summary of Salvage Values Estimate	
PV Module	\$3,180,000
Foundations Structural	\$2,146,000
Electrical Equipment	\$432,000
Electrical Wires	\$825,000
Gen Tie 115 kV T-Line	\$297,500
Electrical Collector Substation	\$536,000
Fence	\$112,825
ESTIMATED GRAND TOTAL	\$7,529,325

7.3 NET DECOMMISSIONING COST

The net decommissioning cost for the Project is calculated by subtracting the salvage value from the total of the disassembly and removal costs. As noted in Table 7-1 and Table 7-2 the total estimated decommissioning costs will be \$6,986,040 and Table 7-2 the total estimated salvage value of Project components will be \$7,529,325. The estimated net decommissioning cost will be a (\$543,285) positive return.

Summary of Estimate	
Estimated Decommissioning Cost	\$6,986,040
Estimated Salvage Value	\$7,529,325
ESTIMATED NET COST	(\$543,285)

Note: Negative values, in parenthesis, is positive returns to the Project.

7.4 DECOMMISSIONING ASSUMPTIONS

1. To develop a cost estimate for the decommissioning of the Project, Timmons Group made the following assumptions, with and costs were estimates based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. We developed time and materials-based estimates considering composition of work crews. When materials have a salvage value at the end of the project life, the construction activity costs, and the hauling/freight cost are separated from the disposal costs or salvage value to make future revisions to salvage values more transparent.

2. Decommissioning year is based on a 10-year initial period for the financial security. The projected life of the project is 40 years.
3. This Cost Estimate is based on the Timmons Group data request forwarded August 2022.
4. Common labor will be used for the majority of the tasks except for heavy equipment operation. Pricing is based on local Southeast US labor rates.
5. Permit applications required include the preparation of a Stormwater Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.
6. Road gravel removal was estimated on a time and material basis using a 16 foot width and an 8 inch thickness for the access roads. Substation aggregate is included in the substation quantities. Since the material will not remain on site, a hauling cost is added to the removal cost. Road aggregate can often be disposed of by giving to landowners for use on driveways and parking areas. Many landfills will accept clean aggregate for use as “daily cover” and do not charge for the disposal.
7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.
8. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road and surrounding all on-site wetlands.
9. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as \$500 per acre (based on previous bid prices), and revegetation on removed road area, which includes seed, fertilizer, lime, and care until vegetation is established is \$2,500 per acre. The majority of the project area is “over-seeded” since the decommissioning activities are not expected to eliminate the existing grasses and vegetation under the arrays or heavily compact the soils. Over-seeding does not include fertilizer and lime and is estimated at \$4,000 per acre.
10. Fence removal includes loading, hauling, and recycling or disposal. Fences and posts weigh approximately 2.3 pounds per foot.
11. Array support posts are generally lightweight “I” beam sections installed with a piece of specialized tracked equipment. Crew productivity is approximately 240 posts per day, and the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately \$12. We assume a cost of \$12.00 per post to include hauling fees and contingencies.
12. A metal recycling facility (FEA Salvage and Recycling) is located in Orange, Virginia and is relatively close to the project site. Steel scrap pricing was acquired from www.scrapmonster.com.
13. The solar panels rated 565 watts can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 12 panels per hour.

14. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic so the site turf establishment cost is based on RS Means unit prices for applying lime, fertilizer, and seed at the price of per acre plus an allowance for some areas to be decompacted.
15. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed a 20% recovery of these units based on field experience with used transformers as opposed to trying to break them down into raw material components.
16. The underground collection lines are assumed to be aluminum conductor.
17. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

The estimated salvage values are derived from years of experience decommissioning and uprating electric substations, overhead transmission and distribution hardware and underground distribution hardware that would include but not be limited to substation and pad mounted transformers, overhead and underground conductors, poles, fencing, ground grid conductors, control housings, circuit breakers (high and medium voltage), protective relaying, and other hardware items. These individual items have high salvage value either as stand-alone components to be reused or recycled and sold as used items. These items also have a relatively high salvage value as pure scrap for steel, copper and other commodities.

For all medium voltage transformers, breakers and other items, Southeastern Transformer Company in Dunn, NC provides complete repair, upgrading and recycling and resale for all items mentioned above. Their website is: <https://www.setransformer.com>. They have a national presence.

For any and all recycling and upgrading, Solomon Corporation offers the same set of services for transformer repair and recycling and complete substation decommissioning services. With seven different locations, Solomon is one of several vendors that can decommission and recycle the components as noted above. Their website is: <https://www.solomoncorp.com/>. Solomon Corporation is only one of many transmission and distribution recycle and decommissioning shops that do this mainly to harvest the components.

For recycling conductor, General Cable and Southwire both utilize extensive scrap procurement programs to reuse copper and aluminum conductor harvested from projects such as this one to supplement and reduce their raw material costs.

Here is the link to the General Cable program which only increases the salvage values found in this Plan: General Cable Recycling <https://es.generalcable.com/na/us-can/socialresponsibility/sustainability/recycling>

As for solar panels, they are in demand as salvageable items either in whole or for their raw material. According to the International Renewable Energy Agency (IRENA), more than 90% of all the materials are high grade silicon, aluminum and glass and are typically harvested to produce new panels. This is far less expensive than buying unprocessed raw materials for production.

The base industry assumption is that since solar panels are expected to retain about 75% of their production capability after 35 years of use, a salvage value of 10% of original cost is a low estimate of their expected value and as we note in assumption. This considers possible technology improvements and undervalues the anticipated salvage value of the panel's raw materials. The Solar Energy Industries Association (SEIA) has an approved set of PV recycling vendors that specialize in doing this today and they can be found at: <https://www.seia.org/initiatives/seia-national-pv-recycling-program>.

First Solar, which has been active in the solar industry since its inception, takes solar modules and recycles 90% of the semiconductor material which is then reused in new modules. 90% of the glass product can be reused as new glass products, including panels and fiber optic cable. We can conclude that realistically the estimated 10% salvage value is low and reflects a conservative figure. Information about First Solar's recycling program is at: <http://www.firstsolar.com/en/Modules/Recycling>.

8 Financial Assurance

The Project Owner will post a financial surety as required by the Cumberland County zoning ordinance. Based on industry trends, the projected and actual costs of decommissioning are expected to go down over time based on improvements both to best practices in calculating these costs and the decommissioning process itself. The Project Owner will reevaluate decommissioning costs with a qualified engineering consultant every five years during the life of the Project.

Appendix F – Landowner Support Letters

August 17, 2022

Cumberland County Department of Planning & Zoning
P.O. Box 110
Cumberland, VA 23040

Subject: Sun Tribe Development CUP Application

To whom it may concern:

I write today to share Weyerhaeuser Company's support for Sun Tribe Development's proposed solar project in Cumberland County and their application for a Conditional Use Permit (CUP).

Weyerhaeuser owns and sustainably manages over 124,000 acres of timberlands in the state of Virginia. We provide work for Virginia logging, hauling, and road building contractors and are a core supplier of timber to many of the state's forest products facilities. In addition to our Timberlands business, we have a Renewable Energy segment that partners with renewable energy developers to identify company timberlands that are suitable for wind and solar projects.

Our Renewable Energy business enters into long-term lease agreements with reputable, renewable energy partners, such as Sun Tribe. These partners identify, evaluate, permit, build, and operate the renewable energy projects in strict accordance with our lease terms and under required permits. The majority of our land in Virginia will remain working forests and will continue to support the state's forest products economy. However, where there are opportunities to convert some of our land to solar or other renewable projects, we will carefully evaluate each project. We support solar projects that provide mutual benefit for both Weyerhaeuser and the communities in which we operate, creating new revenues and providing clean energy. Moreover, the optionality of solar lease agreements allows for us retain ownership of the property, while exploring alternative uses for our timberland holdings.

We have been impressed with Sun Tribe's professionalism and expertise in the renewable energy sector and for those reasons we strongly endorse their pursuit of the solar project in Cumberland County and their application for the CUP. Thank you for the opportunity to provide written comment in support of the Sun Tribe solar project.

Respectfully,



Anthony Chavez
Director – Renewable Energy

Appendix G – FAA Notice Criteria

August 11, 2022

John Marier
Cumberland Solar, LLC
107 5th Street, SE
Charlottesville, VA 22902

Re: Cumberland Solar

Dear Mr. Marier,

Capitol Airspace assessed the proposed Cumberland Solar project ([Figure 1](#)) located in Buckingham and Cumberland Counties, Virginia to determine if proposed solar array, transmission structures, or construction equipment would exceed notice criteria defined by 14 CFR Part 77.9. These notice criteria have been established by the Federal Aviation Administration (FAA) to ensure that structures that exceed certain heights or are near airports are reviewed by the FAA to determine if they would pose a hazard to air navigation.

The criteria states that structures with a planned height greater than 200 feet above ground level (AGL) must be submitted to the FAA for aeronautical study. In addition, structures that exceed a 100:1 (run:rise) slope within 20,000 feet of a public use airport runway (longest runway greater than 3,200 feet in length), 50: 1 slope within 10,000 feet of a public use airport runway (longest runway less than 3,200 feet in length), or 25:1 slope within 5,000 feet of a public use heliport landing area must also be submitted to the FAA for aeronautical study.

In addition to 14 CFR Part 77.9 notification criteria, Capitol Airspace also evaluated “instrument approach areas” incorporated by reference in FAA Order 7400.2N. Proposed structures that exceed 14 CFR Part 77.9 notification criteria or instrument approach areas must be submitted to the FAA for aeronautical study.

Based on the location information provided by Cumberland Solar, LLC, the proposed Cumberland Solar project is located outside 14 CFR Part 77.9(b) notification surfaces and FAA Order 7400.2N instrument approach areas ([Figure 1](#)). Additionally, the proposed structure heights are below 200 feet AGL and would not exceed 77.9(a) notice criteria. Therefore, notice is not required for the Cumberland Solar project.

Please direct any questions regarding the findings of this analysis to [Marie Ramos](#) or [Sophia Bullard](#) at (703) 256-2485.

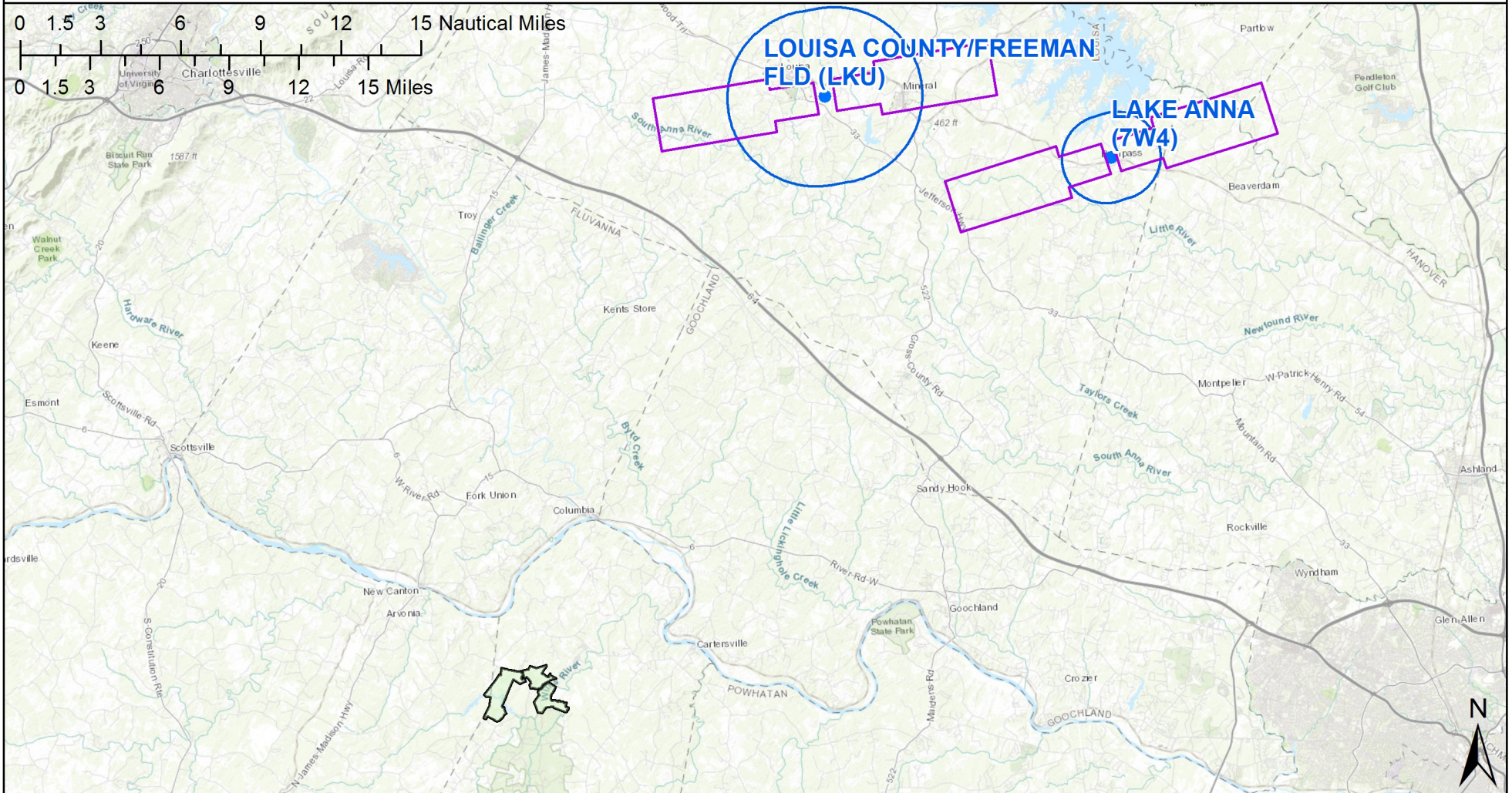
Best regards,



Sophia Bullard
Airspace/GIS Specialist
Capitol Airspace Group
5400 Shawnee Road
Suite 304
Alexandria, VA 22312

In addition to 14 CFR Part 77.9 notification criteria, this assessment included analysis of the instrument approach area defined by FAA Order 7400.2N Chapter 5 Section 2 Figure 5-2-5.

The USGS 1/3 Arc Second Digital Elevation Model (DEM) data used to create this map has a vertical accuracy of +/- 7 meters.
This map should only be used for general planning purposes and not exact structure siting.



- FAA Order 7400.2N Instrument Approach Area
- 14 CFR Part 99.9(b) Notification Surface
- Proposed Solar Project Boundary

Cumberland Solar Project

Notice Criteria Map

Plot Date:
11 August 2022
Sophia Bullard

Coordinate System:
NAD 1983 UTM Zone 17N

Figure 1



Appendix H – Glint and Glare Analysis SOW Letter

Memorandum

To: John Marier and Anthony Deyerle
From: Marie Ramos, Airspace Consultant
Date: August 10, 2022
Re: Cumberland Solar LLC; Cumberland Solar Project

Capitol Airspace Background

Capitol Airspace is an aviation consulting firm with expertise in air traffic operations, airspace and obstacle evaluation. Our employees and contractors are former Federal Aviation Administration (FAA) senior executives, pilots, air traffic controllers or aviation degreed professionals. We have technical staff with advanced degrees in Geographical Information Systems with experience working in commercial, civilian, government and military roles. With this core group of people, Capitol Airspace provides analytical and advocacy services to clients in the energy, real estate, and telecommunications industries. Over the past 20 years, Capitol Airspace has managed in excess of 1,500 airspace projects and submitted over 50,000 filings to the FAA.

Capitol Airspace / Cumberland Solar LLC Engagement

Solar projects in Cumberland County require that there is documentation showing that glare is directed away from adjoining property and public rights of way. Capitol Airspace will conduct a glint and glare study on the Cumberland Solar project to determine if any glare exists and if there are mitigating conditions, such as trees or other obstacles, that block line of sight.

The statement of work for the glint and glare study is as follows:

1. Conduct a Glint and Glare study based on the Solar Glare Hazard Analysis Tool (SGHAT) developed by Sandia National Laboratories.
2. Determine the retinal irradiance and subtended angle (size/distance) of the glare source to predict potential ocular hazards ranging from temporary after-image to retinal burn if glare is found. This will be conducted in accordance with pertinent Federal Aviation Administration (FAA) Policy. This will include the assessment of impact upon nearby routes and residences.

3. Provide a written report on the findings of the SGHAT study with associated maps and graphics depicting the level of glint and glare, if found.
4. Perform additional glint and glare analysis, if requested, to modify array inputs and parameters to minimize glare as identified from the SGHAT.
5. Track, monitor and address any issues associated with the County's requirements for SGHAT study for this project to include running of different scenarios if requested.
6. Coordinate the project status with Cumberland Solar LLC.
7. Provide documentation, written briefings and white papers, as needed to support efforts to mitigate the findings of the study studies if warranted.

Any questions regarding the content of this memo should be directed to me at 571-297-6528 or via email at Marie.Ramos@capitolairspace.com.



Marie Ramos
Project Manager
Capitol Airspace Group

Appendix I – CUP Agreements and Landowner Documentation

PROJECT LAND OWNERS

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PROPERTY (ACRES)	SIZE OF PROPOSED SPECIAL USE (ACRES)	EXISTING LAND USE	EXISTING ZONING
WEYERHAEUSER COMPANY	253-670-1522	100 PROFESSIONAL CENTER BRUNSWICK, GA, 31525	15-A-22	Cartersville	14.5	100%	Agriculture/Forestry	A-2
			15-A-21		62	100%		
			14-A-36		396.15	100%		
			21-A-23		576.25	100%		
			15-A-19		441.6	100%		
			20-A-16		44.8	100%		
			20-A-7		305	100%		
			20-A-14		101	100%		
DUNCAN, P. L. & SONS, INC.	434-249-7765	2 DUNCAN STORE RD COLUMBIA, VA, 23038	14-A-21	Cartersville	136	100%	Agriculture/Forestry	A-2
			14-A-23		10	100%		
			14-A-24		65	100%		
Chuck Nicely	757-869-9599	10 CLARKE COURT PALMYRA, VA, 22963	15-A-12	Cartersville	30.3	100%	Agriculture/Forestry	A-2
Stella and Rick Chambliss	804-305-0388	27 MOUNT AIRY LANE CUMBERLAND, VA, 23040	21-A-22	Cartersville	73.3	100%	Agriculture/Forestry	A-2
Wayne Rosson	804-337-9029	511 HAROLD DRIVE MANAKIN SABOT, VA, 23103	21-A-16	Cartersville	124.5	100%	Agriculture/Forestry	A-2

LANDOWNER PACKET

DUNCAN, P. L. & SONS, INC.

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
DUNCAN, P. L. & SONS, INC.	434-249-7765	2 DUNCAN STORE RD COLUMBIA, VA, 23038	14-A-21	Cartersville	136	Agriculture	A-2
DUNCAN, P. L. & SONS, INC.	434-249-7765	2 DUNCAN STORE RD COLUMBIA, VA, 23038	14-A-23	Cartersville	10	Agriculture	A-2
DUNCAN, P. L. & SONS, INC.	434-249-7765	2 DUNCAN STORE RD COLUMBIA, VA, 23038	14-A-24	Cartersville	65	Agriculture	A-2



FILE # _____

COMMONWEALTH OF VIRGINIA COUNTY OF CUMBERLAND Owner / Agent Agreement

Form must be completed in ink, Pencil will not be accepted.

The undersigned is the owner of record of the property identified by the Cumberland County Tax Map parcel(s):

14-A-21, 14-A-23, 14-A-24, 14-A-25,

Located at (provide address or location of lots):

No E911 Address Assigned. Closest Address: 333 DUNCAN STORE ROAD COLUMBIA 23038,

Cumberland County, Virginia. The Undersigned hereby gives consent and approval to:

Allow Cumberland Solar, LLC to file a CUP Application for a Utility Scale Solar Project

and to act on his/her behalf as his/her agent to proceed with the attached application on the property referenced herein.

Glenn Duncan

Print Name of Property Owner 1

Glenn Duncan

Signature of Property Owner 1

8-15-22

Date

Print Name of Property Owner 2

Signature of Property Owner 2

Date

State / Commonwealth of Virginia

County of Goachland to Wit:

The foregoing instrument was acknowledged before me this 15 day of August 2022 by

Glenn Duncan

Printed name of property owners

Anthony Deyerle

Notary Public printed name

[Signature]

Notary public signature

Note: Signature(s) of property owner(s) must be notarized.

Certification # 7825576

My Commission expires 10/31/23





COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE #	_____
RECEIVED	_____
RECEIPT #	_____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: No E911 Address Assigned. Closest Address: 333 DUNCAN STORE ROAD COLUMBIA 23038

Election District: 1 Current Zoning: A-2

Proposed Use: Utility Scale Solar

Acreage of Parcel: 215.9 Acreage to be covered by CUP: 100% Transmission ROW only

Tax Map Parcel(s): 14-A-21, 14-A-23, 14-A-24

Comprehensive Plan Area: Cartersville

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle - Cumberland Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: VA Zip: 22902

Phone Number: 804-938-0611 Email: tony.deyerle@suntribedevlopment.com

Owner(s) of Record (If different than applicant):

DUNCAN, P. L. & SONS, INC. Attention: Michael Lyster

Address: 2 Duncan Store Road

City: Columbia State: VA Zip: 23038

Phone Number: 434-249-7765

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.



Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

EXHIBIT B
MEMORANDUM OF OPTION

Prepared By and When
Recorded Return to:

107 5th Street Southeast
Charlottesville, VA 22902
Attn: Real Estate
Tax Parcel:
Consideration:

**MEMORANDUM OF OPTION AGREEMENT FOR GRANT OF EASEMENT AND
EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES**

THIS MEMORANDUM OF OPTION AGREEMENT FOR GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES (this “**Memorandum**”) is made and entered into as of October 30, 2021 by and between. **CUMBERLAND SOLAR, LLC**, a Virginia limited liability company (“**Optionee**”) and **DUNCAN, P. L. & SONS, INC** (“**Owner**”).

Recitals

A. Owner and Optionee are parties to that certain Option Agreement for Grant of Easement and Easement Agreement for Transmission Facilities, dated concurrently herewith (“Option Agreement”), pursuant to which Owner has granted to Optionee an exclusive option to enter into an easement agreement for transmission facilities on, under, and across that certain real property more particularly described on **Schedule “1”** attached hereto (the “**Property**”).

B. Owner and Optionee now desire to provide for public notice of the existence of the Option Agreement and Optionee’s rights thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Option. Owner hereby grants to Optionee the exclusive option to enter into an easement agreement for transmission facilities on, under, and across the Property (the “**Option**”) upon the terms and subject to the terms and conditions set forth in the Option Agreement.

2. Term of the Option. Subject to the terms and conditions set forth in the Option Agreement, the term of the Option expires and this Memorandum will automatically terminate and be of no further force or effect as of October 30, 2024, subject to two one-year extension options pursuant to the terms and conditions of the Option Agreement.

3. Conflict of Provisions. This Memorandum is prepared for the purpose of recordation and shall not alter or affect in any way the rights and obligations of Optionee and Owner under the Option Agreement. In the event of any inconsistency between this Memorandum of Option and the Option Agreement, the terms of the Option Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this ___ day of _____ 20__.

Owner: P.L. Duncan & Sons, Inc.
Signature: Glenn W. Duncan
Name: Glenn W. Duncan
Title: President

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me [Signature] (Notary) this this 29 day of October, 2021 by Glenn W. Duncan (Owner).

NOTARIAL SEAL

Name: Anthony K Deyere
Notary - State of Virginia
My Commission Expires: 10-31-2023
Registration No. 7825676



IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this 30 day of October 2021.

Optionee: Cumberland Solar, LLC

By: Sun Tribe Development, LLC
A Virginia Limited Liability Company

Its: Sole Member

By: [Signature]
Danny Van Clief
Chief Executive Officer

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville

The foregoing instrument was acknowledged before me ELIZABETH ARLEN (Notary) this 30 day of October, 2021 by Danny Van Clief, CEO of Sun Tribe Development, LLC, the Sole Member of Cumberland Solar, LLC, a Virginia limited liability company, on behalf of the company.

NOTARIAL SEAL

Name: [Signature]
Notary - State of Virginia
My Commission Expires: 9/30/24
Registration No. 7889527



Schedule "1"
to
Memorandum of Option Agreement

Legal Description

All of that certain real property in the County of Cumberland, Virginia described as follows:

Parcel IDs: 14-A-24, 14-A-23, 14-A-21

LANDOWNER PACKET

Chuck Nicely

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
Chuck Nicely	757-869-9599	10 CLARKE COURT PALMYRA, VA, 22963	15-A-12	Cartersville	30.3	Agriculture	A-2



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND
Owner / Agent Agreement

FILE # _____

Form must be completed in ink, Pencil will not be accepted.

The undersigned is the owner of record of the property identified by the Cumberland County Tax Map parcel(s):

15-A-12

Located at (provide address or location of lots):

No E911 Address Assigned. Closest Address: 20 ROYAL OAK ROAD COLUMBIA 23038

Cumberland County, Virginia. The Undersigned hereby gives consent and approval to:

Allow Cumberland Solar, LLC to file a CUP Application for a Utility Scale Solar Project

and to act on his/her behalf as his/her agent to proceed with the attached application on the property referenced herein.

Chuck Nicely

Print Name of Property Owner 1

Charles E. Nicely
Signature of Property Owner 1

AUG. 11, 2022

Date

Jean C. Nicely

Print Name of Property Owner 2

Jean C. Nicely
Signature of Property Owner 2

8-11-2022

Date

State / Commonwealth of Virginia

County of Goodland to Wit:

The foregoing instrument was acknowledged before me this 11 day of August 2022 by

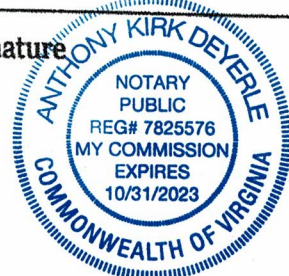
Charles and Jean Nicely

Printed name of property owners

Anthony Deyerle

Notary Public printed name

Notary public signature



Note: Signature(s) of property owner(s) must be notarized.

Certification # 7825576

My Commission expires 10-31-2023



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE #	_____
RECEIVED	_____
RECEIPT #	_____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: No E911 Address Assigned. Closest Address: 20 ROYAL OAK ROAD COLUMBIA 23038

Election District: 1 Current Zoning: A-2

Proposed Use: Utility Scale Solar

Acreage of Parcel: 30.3 Acreage to be covered by CUP: 100%

Tax Map Parcel(s): 15-A-12

Comprehensive Plan Area: N/A

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle - Cumberland Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: VA Zip: 22902

Phone Number: 804-938-0611 Email: tony.deyerle@suntribedevlopment.com

Owner(s) of Record (If different than applicant):

NICELY, CHARLES E. & JEAN C.

Address: 10 CLARKE COURT

City: Palmyra State: VA Zip: 22963

Phone Number: 757-869-9599

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

N/A

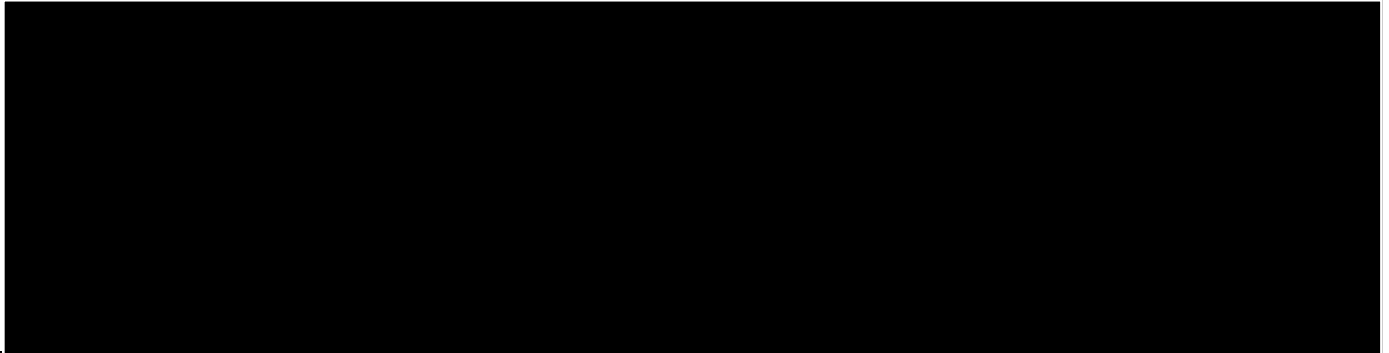
Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.

N/A

Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

**OPTION AGREEMENT FOR GRANT OF EASEMENT AND EASEMENT
AGREEMENT FOR TRANSMISSION FACILITIES**

THIS OPTION AGREEMENT FOR GRANT OF EASEMENT AND EASEMENT AGREEMENT FOR TRANSMISSION FACILITIES (this “**Option Agreement**”) is made and entered into as of August 12, 2021 (the “**Effective Date**”) by and between **Charles E. & Jean C. Nicely** (including its successors and assigns, “**Owner**”) and **Cumberland Solar, LLC**, a Virginia limited liability company (“**Optionee**”).

RECITALS

WHEREAS, Owner is the fee owner of certain real property located in Cumberland County, more particularly described in Exhibit A attached hereto (the “**Property**”); and

WHEREAS, Optionee desires to acquire an option to lease an easement for transmission facilities across the Property under the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and the mutual promises and covenants herein contained, the receipt and adequacy of which are hereby acknowledged, it is mutually covenanted and agreed by the parties hereto as follows:

1. Grant of Option. Owner grants to Optionee the exclusive right and option (the “**Option**”) to enter into an easement agreement for transmission facilities on, along, over, under and across the Property to erect, construct, reconstruct, replace, remove, maintain, operate and use from time to time the following: a single system of above-ground poles, with such wires and cables as from time to time are suspended therefrom for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, guy wires, anchors, crossarms and other appliances, fixtures and facilities for use in connection with said poles, wires and cables on, along, over, under and across the Property; or a single system of underground wires and cables for the transmission of electrical energy and/or for communication purposes, and all necessary and proper appliances, fixtures, and facilities for use in connection with said underground wires and cables on, along, under, and across the Easement Area (collectively, the “**Transmission Facilities**”), as more particularly described in the Grant of Easement and Easement Agreement for Transmission Facilities attached hereto as Exhibit C, incorporated herein by this reference (the “**Easement**”). This Option is made and given on the terms and conditions set forth in this Option Agreement.

2. Term and Option Fees.

2.1 The Option shall continue in full force and effect for a period of three (3) years from the Effective Date (the “**Option Period**”).

2.2 Optionee shall compensate Owner in an amount of ten thousand dollars [REDACTED] (the "Option Fee"), which is [REDACTED] of the total compensation of the Easement. The Option Fee shall be due and payable within thirty (30) days following the Effective Date. In the event Optionee fails to timely pay any Option Fee for a period of sixty (60) days after written notice to Optionee of such failure, Owner may terminate this Agreement upon written notice to Optionee within ten (10) days after the expiration of such sixty (60)-day period.

2.3 Optionee shall have the right to extend the Option Period by up to two (2) additional one (1) year periods by (a) giving Owner written notice of Optionee's election to extend the Option Period (an "Extension Notice") at least thirty (30) days before the expiration of the then current Option Period, and (b) concurrent with its delivery of an Extension Notice, paying to Owner an additional fee equal to [REDACTED] ("Extension Option Fee"). In the event the Extension Option Fee is not paid and/or the Extension Notice is not delivered by the due date for the same, then the Option will expire at the end of the then current Option Period and Owner will be entitled to retain all previously paid sums as full payment for the Option.

3. Exercise of Option. Optionee may exercise the Option at any time during the Option Period. Upon exercise of the Option, all of the rights, interests, obligations, conveyances and other terms and covenants of the Easement shall be immediately effective and binding on the parties. Notwithstanding the foregoing, Owner and Optionee shall execute and have notarized the Easement in the form attached hereto as Exhibit C and the Memorandum of Option in the form attached as Exhibit B within fifteen (15) days of Optionee delivering a Notice of Exercise.

4. Representations, Warranties and Covenants. Owner represents and warrants to Optionee that it owns the Property in fee simple. Owner further represents and warrants to Optionee that Owner and each person signing this Option Agreement on behalf of Owner has the full and unrestricted power and authority to execute and deliver this Option Agreement and grant the interests herein granted. All persons having any ownership or possessory interest in the Property (including spouses) are signing this Option Agreement. Owner also represents that, upon and/or in connection with the exercise of the Option by Optionee, Owner will obtain any necessary consents and/or subordination agreements from any lienholders and any and all tenants having a possessory interest in the Property at the time the Option is exercised. Additionally, Owner represents and warrants to Optionee that as of the date hereof: (i) no third party has any option or right to purchase all or any part of the Property; (ii) Owner has not received any written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Owner's interest in the Property; and (iii) Owner has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property or its operation thereon, including, without limitation, any environmental laws and has no reason to believe that there are grounds for any claim of any such violation.

5. Optionee Rights and Covenants During Option Period. Optionee shall have the following rights and obligations during the Option Period:

(a) Access to Property. Owner hereby grants Optionee an exclusive license during the Option Period for Optionee and its employees, agents (collectively, the "Optionee Parties") and permittees to have reasonable access to the Property for the purposes of inspection, survey,

design of improvements, tests, and other actions reasonably related to the investigation by Optionee of the suitability of the Property for the Transmission Facilities (“**Due Diligence Investigation**”). During its presence on the Property, Optionee shall cooperate with Owner to minimize disruption of the operations of Owner at the Property. The Optionee Parties shall conduct all Due Diligence Investigation during normal business hours, in good faith and with due diligence and in a professional, sensitive, and confidential manner which minimizes interference with the operation of the Property. All inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Optionee relating to the inspection of the Property will be solely Optionee’s expense. Owner shall cooperate with the Optionee Parties and shall use its best efforts to cause all of Owner’s representatives, agents, tenants, employees, and contractors to cooperate with the Optionee Parties, in all reasonable respects in connection with such Due Diligence Investigation.

Notwithstanding the foregoing, Owner shall not permit any hunting during periods when Optionee or Optionee’s, consultants, contractors, or construction personnel are present on the Property during due diligence, construction or repair of Transmission Facilities; provided, however, Owner and its employees, invitees and licensees shall have the right to hunt on the Property during periods of due diligence, construction and repair if such periods of due diligence construction and repair occur during the statewide hunting seasons for Turkey, Deer (Antlered and Antlerless) (currently available at <https://dwr.virginia.gov/hunting/regulations/>) and expected to run collectively for the months of: April till the 16th of May or ending Spring Gobble season per Virginia hunting regulations, October, November, December and January of each year) (the “Hunting Season”). Such prohibition shall apply to Owner and its employees, invitees and licensees, and Owner shall include such prohibition in all agreements granting hunting rights on the Property. During the Option, during Hunting Season each calendar year, Optionee shall notify Owner 72 hours prior to work during such period if Optionee’s personnel intends to be on the Property for due diligence, repairs or inspections and shall work cooperatively with Owner to ensure that Optionee’s personnel are not on the Property during normal hunting hours of such Hunting Season, unless emergency conditions exist, in which Optionee will have the right to enter the Property. In addition, blaze orange to be worn by anyone on the property during hunting season in accordance with State Law. Lastly, owner is released from responsibility to any liability due to trespassers on the property. The County Game Warden should be contacted for such offenses and or County Dog Warden for offenses arising from nuisance or dog interference with the easement project.

(b) Permits. Owner hereby gives its consent to any action taken by Optionee in applying for any and all governmental permits, licenses, certificates, approvals, variances and other entitlements for use (“**Permits**”) necessary for the construction, installation and operation of the Transmission Facilities, and Owner hereby appoints Optionee its agent for applying for such Permits and agrees to assist Optionee in obtaining the Permits, if necessary. Optionee will carry out the activities set forth in this Section 5(b) in accordance with all applicable laws, rules, codes and ordinances and in such a manner as will not unreasonably interfere with Owner’s operation or maintenance of the Property.

(c) Access to Documents. Upon reasonable advance notice to Owner, Optionee shall have access during normal business hours to any and all historic documents, drawings, plans,

correspondence and memoranda in the possession or control of Owner which relate to the Property and which may be needed for regulatory planning or permitting purposes.

(d) Surface Damage. The parties anticipate and acknowledge that Owner may suffer damage to crops, grass, fences, and other property or improvements on the Property during the Option Period. Optionee shall pay Owner fair compensation for any such losses or damage, and, if the parties cannot reach agreement on the amount that would constitute fair compensation, the issue shall be submitted to arbitration by a single arbitrator to be agreed upon by the parties.

(e) Indemnification. Optionee agrees to indemnify and hold harmless Owner, its officers, agents and employees from all liability, loss, claim, damage, cost and expense caused by or resulting from the exercise of Optionee's or its agents' access to the Property. The foregoing indemnity provision shall survive the exercise of the Option or the termination of this Option Agreement.

6. Defaults; Termination.

6.1 Defaults. Each of the following events shall constitute an event of default by the parties and shall permit the non-defaulting party to terminate this Option Agreement and/or pursue all other appropriate remedies:

(a) The failure or omission by Optionee to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after Owner has delivered a written notice of the default to Optionee; or

(b) The failure or omission by either party to observe, keep or perform any of the other terms, agreements or conditions set forth in this Option Agreement, and such failure or omission has continued for thirty (30) days (or such longer period required to cure such failure or omission, if such failure or omission cannot reasonably be cured within such thirty (30) day period and the cure is diligently and continuously pursued by the defaulting party) after written notice from the other party.

7. Termination by Optionee. Optionee may terminate this Option Agreement without fee at any time. Any payments of the Option Fee made to Owner prior to any termination of this Option Agreement by Optionee shall be non-refundable.

8. Effect of Option Agreement; Interest in Real Property. The parties intend that the Option Agreement create a valid and present interest in the Property in favor of Optionee. Therefore, this Option shall be deemed an interest in and encumbrance upon the Property which shall run with the land and shall be binding upon the Property and Owner and its successors and assigns and shall inure to the benefit of Optionee and its successors and assigns. Owner covenants and agrees that during the Option Period, Owner shall not convey the Property or any interest therein or permit any lien or encumbrance to attach to the Property unless the transferee or lien holder, as the case may be, shall

agree, in writing, to be bound by this Option Agreement. Owner shall also protect and defend Optionee's interest in the Property and its rights and benefits under this Option Agreement.

9. Property Improvements. During the Option Period, Owner shall notify Optionee of any proposed improvements on the Property and shall work with Optionee to minimize the impact of such improvements on development of the proposed Generating Facility.

10. Assignment. Optionee shall at all times have the right to sell, assign, encumber, or transfer all or any part of its rights and interests under this Option Agreement without Owner's consent; provided, however, that the term of any such transfer shall not extend beyond the Option Period and that any and all such transfers shall be expressly made subject to all of the terms, covenants and conditions of this Option Agreement.

11. Miscellaneous.

11.1 Ownership of Installed Property. Owner agrees that all property installed on the Property by Optionee and its successors or assigns, whether real, personal or mixed, shall remain the property of Optionee and shall be removable by Optionee at any time.

11.2 Notices. All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested, and postage prepaid, addressed to Owner at Owner's Address and addressed to Optionee at Optionee's Address. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Notice of change of address shall be given by written notice in the manner detailed in this Section 13.2.

11.3 Further Assurances. Each of the parties to this Option Agreement, without further compensation, agrees to perform all such acts (including but not limited to, executing and delivering instruments and documents) as reasonably may be necessary to comply with recording requirements or to otherwise fully effectuate each and all of the purposes and intent of this Option Agreement, including without limitation, reasonable amendments hereto as may be required by any mortgagee or lender of Optionee (a "Mortgagee") or required in connection with the transfer by Optionee of the rights granted under this Option Agreement. Owner expressly agrees that it will from time to time enter into reasonable non disturbance agreements with any Mortgagee which requires such an agreement stating that Owner shall recognize the rights of the Mortgagee and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Option Agreement.

11.4 Estoppel Certificates. Each party agrees that it shall, at any time during the Option Period within (10) days after a written request by the other party, execute, acknowledge and deliver to the requesting party a written statement certifying that this Option Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates on which the payments and any other charges have been paid, and that there are no defaults existing or that defaults exist and stating the nature of such defaults.

11.5 No Waiver. No waiver of any right under this Option Agreement shall be effective for any purpose unless it is in writing and is signed by the party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Option Agreement.

11.6 Confidentiality. Owner shall maintain in the strictest confidence, for the sole benefit of Optionee, all information pertaining to the terms and conditions of this Option Agreement, including, without limitation, the financial terms, Optionee's site design and product design, methods of operation and methods of construction and power production or availability of the Optionee's project, and, without written permission from Optionee, Owner shall not issue any statements or press releases or respond to any inquiries from the news media regarding such matters. This Section 11.6 shall survive the termination or expiration of this Option Agreement.

Notices. All notices, requests and communications required or permitted by this Agreement shall be given in writing or facsimile, receipt confirmed, or first-class U.S. mail, postage prepaid, return receipt requested, certified, addressed as follows:

If to Owner:
Charles E. & Jean C. Nicely
10 Clarke Court
Palmyra, VA 22963

If to Optionee:
Cumberland Solar, LLC
c/o Sun Tribe Development, LLC
107 5th Street Southeast
Charlottesville, VA 22902

However, the parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the continental United States by at least three (3) days' written notice to the other party as herein provided.

11.7 Entire Agreement. This Option Agreement, together with its attached exhibits, contains the entire agreement between the parties hereto with respect to the subject matter hereof and any prior agreements, discussions or understandings, written or oral, are superseded by this Option Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Option Agreement shall be effective unless set forth in writing and signed by each of the parties.

11.8 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law.

11.9 Interpretation. The parties agree that the terms and provisions of this Option Agreement embody their mutual intent and that such terms and conditions are not to be construed more liberally in favor, or more strictly against, either party. The rule of strict construction shall not apply to this Option Agreement. This Option Agreement shall be given reasonable construction so that the intention of Owner and Optionee to confer reasonably useable benefits and reasonably enforceable rights and obligations is carried out.

11.10 Partial Invalidity. Should any term or provision of this Option Agreement, or the application thereof to any person or circumstance, to any extent, be invalid or unenforceable, the remainder of this Option Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Option Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.11 Counterparts. This Option Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11.12 Attorneys' Fees. The prevailing party in any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Option Agreement or for the interpretation of this Option Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party.

11.13 No Representation. Optionee makes no representation or warranty as to the likelihood that it will exercise the Option or as to the suitability of the Property for the Transmission Facilities.

11.14 Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Option Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Owner and Optionee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Owner and Optionee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

11.15 Memorandum of Option. Concurrent with the execution of this Option Agreement the parties shall execute a Memorandum of Option in the form attached hereto as Exhibit B and incorporated herein by this reference. Optionee may, at its expense, record the Memorandum of Option.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Option Agreement as set forth below.

“OWNER”

Charles E. & Jean C. Nicely

By: Charles E. Nicely
Name: CHARLES E. NICELY
Title: OWNER

“OPTIONEE”

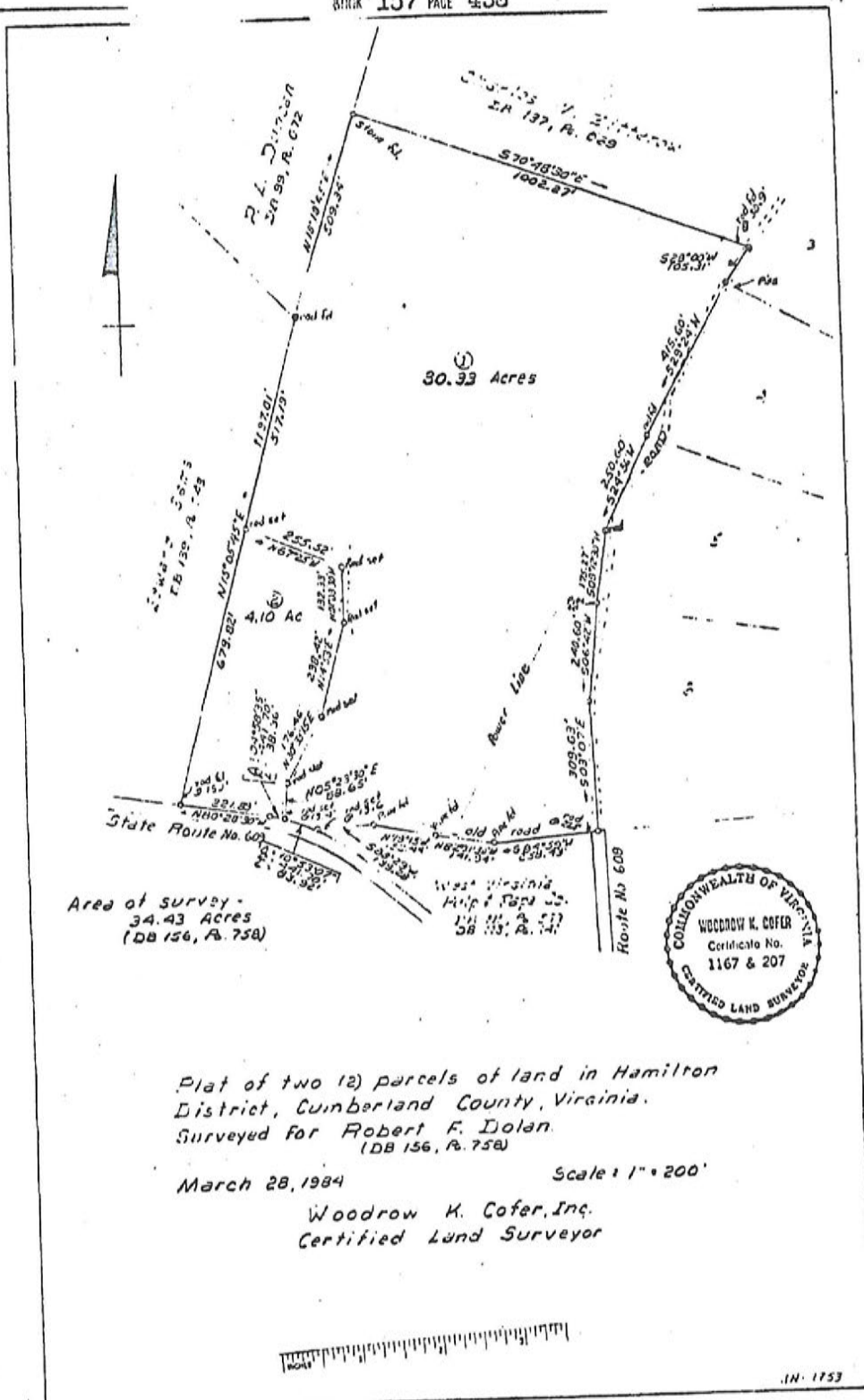
Cumberland Solar, LLC

By: Sun Tribe Development, LLC
A Virginia Limited Liability Company
Its: Sole member

By: Danny Van Clief
Danny Van Clief
Chief Executive Officer

**EXHIBIT A
DESCRIPTION OF THE PROPERTY**

All of that certain real property in the County of Cumberland, State of Virginia described as follows:



Area of survey -
34.43 Acres
(DB 156, R. 758)



Plat of two (2) parcels of land in Hamilton District, Cumberland County, Virginia. Surveyed for Robert F. Dolan (DB 156, R. 758)

March 28, 1984 Scale 1" = 200'
Woodrow K. Cofer, Inc.
Certified Land Surveyor



IN. 1753

Virginia: In the Clerk's Office of the Circuit Court of Cumberland County, April 13, 1984.
This deed, with plat attached, was this day presented in said office and, with certificate of acknowledgment annexed, admitted to record at 2:00 o'clock p.m. The tax imposed by Section 58-54.1 of the Code in the amount of \$3.50 was paid.

Teste: Imogene H. Junstall, Clerk

State Tax: \$5.10
Examined and mailed to



LANDOWNER PACKET

Stella and Rick Chambliss

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
Stella and Rick Chambliss	804-305-0388	27 MOUNT AIRY LANE CUMBERLAND, VA, 23040	21-A-22	Cartersville	73.3	Agriculture	A-2



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND
Owner / Agent Agreement

FILE # _____

Form must be completed in ink, Pencil will not be accepted.

The undersigned is the owner of record of the property identified by the Cumberland County Tax Map parcel(s):

21-A-22

Located at (provide address or location of lots):

477 TRICES LAKE ROAD COLUMBIA 23038

Cumberland County, Virginia. The Undersigned hereby gives consent and approval to:

To file this CUP Application for a Utility Scale Solar Project

and to act on his/her behalf as his/her agent to proceed with the attached application on the property referenced herein.

Stella Chambliss

Print Name of Property Owner 1

Stella Chambliss

Signature of Property Owner 1

8.10.22

Date

Rick Chambliss

Print Name of Property Owner 2

Rick Chambliss

Signature of Property Owner 2

8.10.22

Date

State / Commonwealth of Virginia

County of Cumberland to Wit:

The foregoing instrument was acknowledged before me this 10 day of August 2022 by

Stella Chambliss and Rick Chambliss

Printed name of property owners

Anthony Deyerle

Notary Public printed name

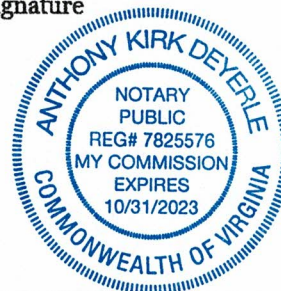
[Signature]

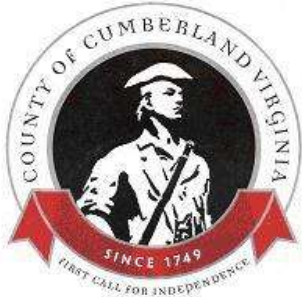
Notary public signature

Note: Signature(s) of property owner(s) must be notarized.

Certification # 7825576

My Commission expires 10/31/23





COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE #	_____
RECEIVED	_____
RECEIPT #	_____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: 477 TRICES LAKE ROAD COLUMBIA, VIRGINIA 23038

Election District: ^{1-CARTERSVILLE} Current Zoning: A-2

Proposed Use: UTILITY SCALE SOLAR FACILITY

Acreage of Parcel: 73.3 Acreage to be covered by CUP: 100%

Tax Map Parcel(s): 21-A-22

Comprehensive Plan Area: N/A

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle Cumberland Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: VIRGINIA Zip: 22902

Phone Number: 804-938-0611

Owner(s) of Record (If different than applicant):

Stella and Rick Chambliss

Address: 27 MOUNT AIRY LANE

City: Columbia State: Virginia Zip: 23038

Phone Number: 804-305-0388

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.

N/A

Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

**EXHIBIT "C" TO OPTION TO LEASE AGREEMENT
FORM OF MEMORANDUM**

Prepared By and When
Recorded Return to:

107 5th Street Southeast
Charlottesville, VA 22902
Attn: Real Estate
Tax Parcel:
Consideration:

MEMORANDUM OF OPTION TO LEASE AGREEMENT

This MEMORANDUM OF OPTION TO LEASE AGREEMENT (this "**Memorandum**") is made as of June 29 2022, by between **Stella Chambliss and Rick Chambliss** (hereinafter referred to as "**Owner**"), and **Cumberland Solar, LLC**, a Virginia limited liability company (hereinafter referred to as "**Optionee**").

Owner has granted to Optionee an exclusive option (the "**Option**") for an exclusive lease of the real property described in **Exhibit A** attached hereto (the "**Property**") for the use of the Property for development, construction, operation, transmission, access, and other purposes related to the generation and supply of electrical power on the Property, together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Owner and Optionee.

The initial term of the Option commences on June 29, 2022, and expires on June 29, 2025 (the "**Initial Option Term**"). Unless Optionee gives to the Owner notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**EXHIBIT A TO MEMORANDUM
OF OPTION TO LEASE
AGREEMENT**

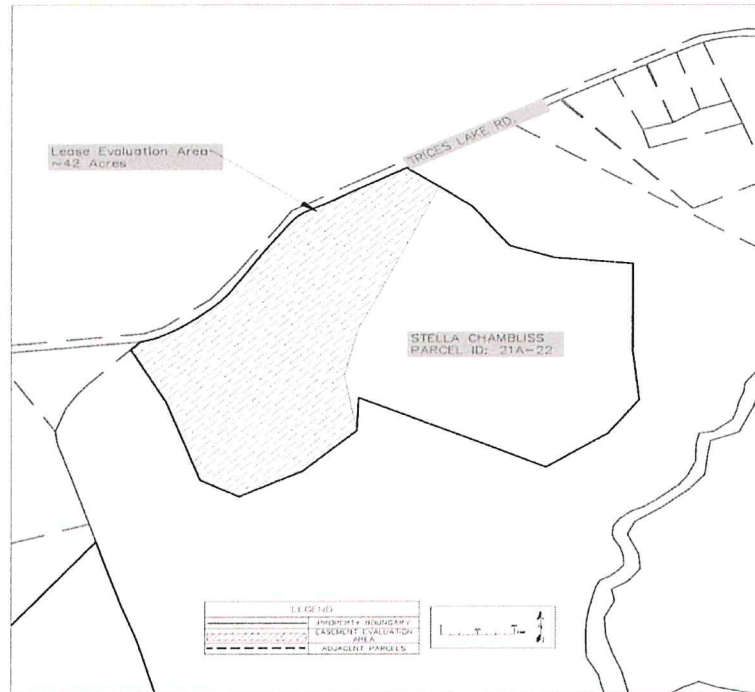
DESCRIPTION OF PROPERTY

LOCATION: Cumberland County, Virginia

PARCEL: 21-A-22

SIZE: 73 acres

Legal Description: To be added



IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this 28 day of June 2022.

Owner: Stella Chambliss
Signature: Stella Chambliss
Name: Stella Chambliss
Title: Owner

Owner: Rick Chambliss
Signature: R. M. Chambliss
Name: Rick M Chambliss
Title: OWNER

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Carroll

The foregoing instrument was acknowledged before me Anthony Deyere (Notary) this this 28 day of June, 2022 by R. M. Chambliss (Owner).

NOTARIAL SEAL

Name: Anthony K Deyere
Notary – State of Virginia
My Commission Expires: 10-31-2023
Registration No. 7825576



LANDOWNER PACKET

WAYNE ROSSON

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
Wayne Rosson	804-337-9029	511 HAROLD DRIVE MANAKIN-SABOT, VA, 23103	21-A-16	Cartersville	124.5	Agriculture	A-2



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND
Owner / Agent Agreement

FILE # _____

Form must be completed in ink, Pencil will not be accepted.

The undersigned is the owner of record of the property identified by the Cumberland County Tax Map parcel(s):
21-A-16

Located at (provide address or location of lots):
No E911 Address Assigned. Closest Address 515 TRICES LAKE ROAD COLUMBIA 23038

Cumberland County, Virginia. The Undersigned hereby gives consent and approval to:

To file this CUP Application for a Utility Scale Solar Project

and to act on his/her behalf as his/her agent to proceed with the attached application on the property referenced herein.

Wayne Rosson
Print Name of Property Owner 1

Wayne Rosson
Signature of Property Owner 1

8/9/2022
Date

Print Name of Property Owner 2

Signature of Property Owner 2

Date

State / Commonwealth of Virginia
County of Goodland to Wit:

The foregoing instrument was acknowledged before me this 9 day of August 2022 by

Wayne Rosson
Printed name of property owners

Anthony Deyerle
Notary Public printed name

[Signature]
Notary public signature

Note: Signature(s) of property owner(s) must be notarized.

Certification # 7825574
My Commission expires 10/31/2023





COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE #	_____
RECEIVED	_____
RECEIPT #	_____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: No E911 Address Assigned: Closest Address 515 Trices Lake Road Columbia, VA 23038

Election District:¹⁻ Cartersville Current Zoning: A-2

Proposed Use: Utility Scale Solar Facility

Acreage of Parcel: 124.5 Acreage to be covered by CUP: 100%

Tax Map Parcel(s): 21-A-16

Comprehensive Plan Area: N/A

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle - Cumberland Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: Virginia Zip: 22902

Phone Number: 804-938-0611

Owner(s) of Record (If different than applicant):

WAYNE ROSSON

Address: 511 HAROLD DRIVE

City: MANAKIN-SABOT State: Virginia Zip: 23103

Phone Number: 804-337-9029

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

N/A

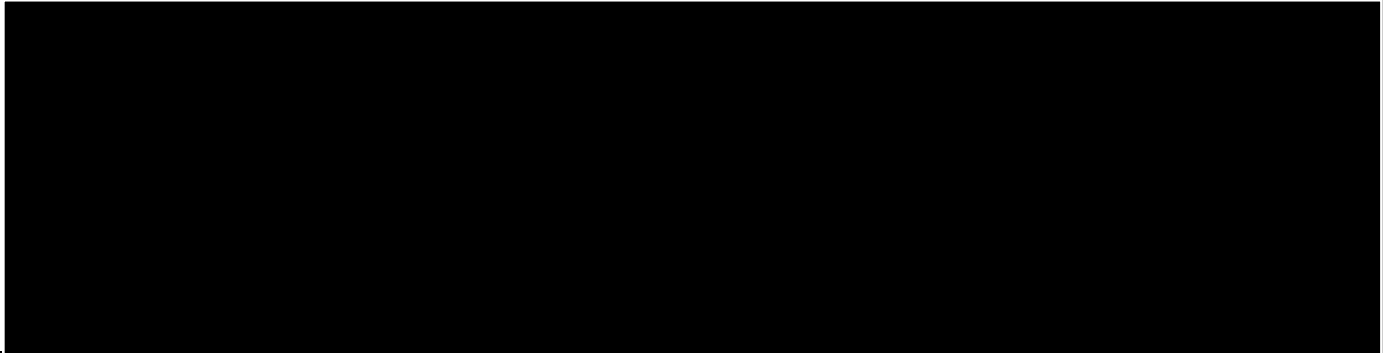
Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.

N/A

Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

**EXHIBIT "C" TO OPTION TO LEASE AGREEMENT
FORM OF MEMORANDUM**

Prepared By and When
Recorded Return to:

107 5th Street Southeast
Charlottesville, VA 22902
Attn: Real Estate
Tax Parcel:
Consideration:

MEMORANDUM OF OPTION TO LEASE AGREEMENT

This MEMORANDUM OF OPTION TO LEASE AGREEMENT (this "**Memorandum**") is made as of 29 June 2022, by between **WAYNE ROSSON** (hereinafter referred to as "**Owner**"), and **CUMBERLAND SOLAR, LLC**, a Virginia limited liability company (hereinafter referred to as "**Optionee**").

Owner has granted to Optionee an exclusive option (the "**Option**") for an exclusive lease of the real property described in Exhibit A attached hereto (the "**Property**") for the use of the Property for development, construction, operation, transmission, access, and other purposes related to the generation and supply of electrical power on the Property, together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Owner and Optionee.

The initial term of the Option commences on 29 June 2022, and expires on 29 June 2025 (the "**Initial Option Term**"). Unless Optionee gives to the Owner notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

EXHIBIT A TO MEMORANDUM
OF OPTION TO LEASE
AGREEMENT

DESCRIPTION OF PROPERTY

LOCATION: Cumberland County, Virginia

PARCEL: 21-A-16

SIZE: 124.5

EXHIBIT "A" TO OPTION TO LEASE AGREEMENT

DESCRIPTION OF PROPERTY

LOCATION: Cumberland County, Virginia

Parcel Number	Acreage	Notes
21-A-16	124	Parcels combined

Legal Description:

PARCEL I

ALL that certain parcel or tract of land, together with improvements located thereon, and appurtenances thereunto belonging, situate, lying and being in the Hamilton District of Cumberland County, Virginia, containing 56.5 acres, being all of the property shown on a survey dated August 4, 1971, prepared by Ralph P. Hines, C.L.S., less the 5 acres shown as Parcel A on the aforesaid survey, a copy of which is recorded in the Clerk's Office of the Circuit Court of Cumberland County, Virginia, in Deed Book 123, at page 14. Reference is made to the aforesaid survey for a more particular description of the property conveyed herein.

The property being conveyed herein consists of 56.5 acres bounded by property of or formerly of Major Lewis, other property of the Grantees herein, the 5 acres tract shown as Parcel A on the aforesaid survey, property of or formerly of Westvaco, and property possibly of others.

BEING the same real estate conveyed to William C. Boinest and Jane F. Boinest, husband and wife, as tenants by the entirety with the right of survivorship as at common law, by Deed from Wray O. Johnston and Helen M. Johnston, husband and wife, and Russell A. Johnston and Harriet W. Johnston, husband and wife, dated November 28, 1989, and recorded December 11, 1989, in the Clerk's Office, Circuit Court, Cumberland County, Virginia, in Deed Book 176, page 214.

PARCEL II

ALL that certain piece or parcel of land lying and being in the Hamilton Magisterial District of the County of Cumberland, State of Virginia, containing sixty-one (61) acres, and more particularly described as follows:

BEGINNING at a point at a cement block at the northwest corner of the U.S. Government land and the land of Major Lewis; thence along the east side of the Lewis land N. 17 deg. 00' W. 1684 ft. to a maple at branch; thence N. along the Cosby land N. 62 deg. 30' E. 257 ft. to a maple on branch; thence N. 50 deg. E. 499 ft.

to a point in the center of a branch and road located 18 feet N. 87 deg. W. of a Sycamore and 7 ft. S. 11 deg. W. of a gum and 14 ft. N. 39 deg. E. of a maple; thence S. 59 deg. 30' E. 826 ft. to a rock; thence down the center of a road S. 15 deg. 20' E. 172 ft.; thence S. 25 deg. 30' E. 316 ft.; thence S. 62 deg. E. 507 ft.; thence N. 89 deg. E. 162 ft. to a cement block at the northeast corner of the U.S. Government land and the land of Purcell Lumber Corporation; thence along the U.S. Government land S. 37 deg. 20' W. 1359 ft. to a cement block; thence N. 78 deg. W. 544 ft.; thence N. 84 deg. 15' W. 269 ft. to a cement block at the point of beginning, as is shown on plat of Carroll Gillispie, C.L.S., dated the 19th day of February, 1954, a copy of which is recorded in the Clerk's Office of the Circuit Court of Cumberland County, Virginia, in Deed Book 94, at Page 12.

IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this 2 day of June 2022.

Owner: Wayne Rosson
Signature: *Wayne Rosson*
Name: WAYNE E. ROSSON
Title: OWNER

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Cumberland

The foregoing instrument was acknowledged before me Anthony Dzyale (Notary) this this 2 day of June, 2022 by Wayne Rosson (Owner).

NOTARIAL SEAL

Name: Anthony Dzyale
Notary - State of Virginia
My Commission Expires: 10-31-2023
Registration No. 7825576



IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this 29 day of June 2022.

Optionee: Cumberland Solar, LLC

By: Sun Tribe Development, LLC
A Virginia Limited Liability Company
Its: Sole Member

By: [Signature]
Danny Van Clief
Chief Executive Officer

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville

The foregoing instrument was acknowledged before me ELIZABETH ARLEN (Notary) this 29 day of June, 2022 by Danny Van Clief, CEO of Sun Tribe Development, LLC, the Sole Member of Cumberland Solar LLC a Virginia limited liability company, on behalf of the company.

NOTARIAL SEAL

Name: [Signature]
Notary – State of Virginia
My Commission Expires: 09/30/24
Registration No. 7889527



LANDOWNER PACKET

WEYERHAEUSER COMPANY

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
WEYERHAEUSER COMPANY	253-670-1522	100 PROFESSIONAL CENTER BRUNSWICK, GA, 31525	15-A-22	Cartersville	14.5	Agriculture	A-2
Same	Same	Same	15-A-21	Same	62	Same	Same
Same	Same	Same	14-A-36	Same	396.15	Same	Same
Same	Same	Same	21-A-23	Same	576.25	Same	Same
Same	Same	Same	15-A-19	Same	441.6	Same	Same
Same	Same	Same	20-A-16	Same	44.8	Same	Same
Same	Same	Same	20-A-9	Same	305	Same	Same
Same	Same	Same	20-A-14	Same	101	Same	Same



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND
Owner / Agent Agreement

FILE # _____

Form must be completed in ink, Pencil will not be accepted.

The undersigned is the owner of record of the property identified by the Cumberland County Tax Map parcel(s):

20-A-14, 20-A-9, 20-A-16, 15-A-19, 21-A-23, 15-A-21, 15-A-22, 14-A-36

Located at (provide address or location of lots):

No E911 Address Assigned. Closest Address: 477 TRICES LAKE ROAD COLUMBIA 23038,

Cumberland County, Virginia. The Undersigned hereby gives consent and approval to:

Cumberland Solar, LLC, wholly owned by Sun Tribe Development, to file a CUP application for a utility-scale solar project

and to act on his/her behalf as his/her agent to proceed with the attached application on the property referenced herein.

Anthony Chavez

Print Name of Property Owner 1

Signature of Property Owner 1

8/16/22

Date

Print Name of Property Owner 2

Signature of Property Owner 2

Date

State / Commonwealth of Washington

County of King to Wit:

The foregoing instrument was acknowledged before me this 16th day of August 2022 by

Anthony Robert Chavez

Printed name of property owners

John Milton Payne, Jr.

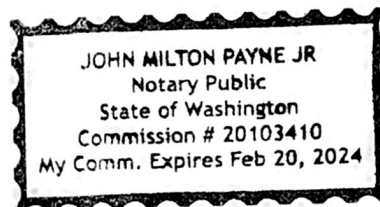
Notary Public printed name

Notary public signature

Note: Signature(s) of property owner(s) must be notarized.

Certification # 20103410

My Commission expires 02/20/2024



Corporate Headquarters • 220 Occidental Avenue South • Seattle, Washington 98104

CERTIFICATE OF AUTHORITY AND INCUMBENCY

I, Irina West, Assistant Secretary of Weyerhaeuser Company, a corporation organized under the laws of the State of Washington (the “Company”), do hereby certify that:

- (1) I am a duly appointed and qualified Assistant Secretary of the Company and as such Assistant Secretary I have access to the corporate books and the seal of the Company;
- (2) I have reviewed the Bylaws and the Delegation of Authority and Responsibility Policy and confirm hereby that Anthony Chavez in his capacity as Director, Renewable Energy, has the authority on behalf of the Company to sign land use applications.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the Company this 20th day of May 2022.



Irina West

Irina West, Assistant Secretary
Weyerhaeuser Company



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only	
FILE #	_____
RECEIVED	_____
RECEIPT #	_____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: No E911 Address Assigned. Closest Address: 477 TRICES LAKE ROAD COLUMBIA 23038

Election District: 1 Current Zoning: A-2

Proposed Use: Utility Scale Solar

Acreage of Parcel: 1941.35 Acreage to be covered by CUP: 100%

Tax Map Parcel(s): 20-A-14, 20-A-9, 20-A-16, 15-A-19, 21-A-23, 15-A-21, 15-A-22, 14-A-36

Comprehensive Plan Area: N/A

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle - Cumberland Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: VA Zip: 22902

Phone Number: 804-938-0611 Email: tony.deyerle@suntribedevlopment.com

Owner(s) of Record (If different than applicant):

WEYERHAEUSER COMPANY

Address: Attn: VP Energy & Natural Resources One Concourse Parkway, Suite 755

City: Atlanta State: GA Zip: 30328

Phone Number: 206.539.4406

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

N/A

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.

N/A

Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

EXECUTION COPY
300 E. Main Street, Suite 200
Charlottesville, VA 22902
Attn: Real Estate Manager

Tax Parcel Number(s): 14 A 36, 15 A 19, 15 A 21, 20 A 14, 20 A 16, 21 A 23, 20 A 7, 15 A 22, 20 A 9, 20 A 1

Property Value: \$ _____ .__ USD

Consideration for Option Term: \$ _____ .__ USD

**MEMORANDUM OF OPTION TO LEASE
COUNTY OF CUMBERLAND**

THIS MEMORANDUM OF OPTION TO LEASE is made and entered into as of this 2nd day of February, 2021, by and between Weyerhaeuser Company, a Washington corporation, whose address is 220 Occidental Ave S, Seattle, Washington 98104 (“**Lessor**”) and Cumberland Solar, LLC, a Virginia limited liability company, whose address is 300 E. Main Street, Suite 200, Charlottesville, VA 22902 (“**Lessee**”).

WITNESSETH:

1. **Lease.** On February 1, 2021 (“**the Effective Date**”) Lessor and Lessee entered into that certain Solar Ground Lease Agreement, (the “**Lease**”), for all or a portion of the property commonly known as Cumberland County Assessor’s Tax Parcel Numbers **14 A 36, 15 A 19, 15 A 21, 20 A 14, 20 A 16, and 21 A 23** as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

2. **Option Term.** The Option Term of the Lease commenced on February 1, 2021. During the Option Term, in consideration of certain option payments as set forth in the Lease, the Lessee has the unilateral option (the “**Option**”) to either terminate the Lease or elect to continue in possession of the Property as Lessee, all subject to the terms of the Lease. The Option Term will expire at the earlier of (i) February 1, 2024 or (ii) with respect to all or a part of the Property, Lessee’s termination of the Lease, in accordance with the terms and provisions of the Lease. To the extent the Lease is not terminated with respect to all of the Property prior to the end of the Option Term as set forth in (ii) above, the Development Term of the Lease shall commence. In the event of termination of the Lease with respect to all of the Property, Lessor and Lessee shall have no further rights or obligations under the Lease except as otherwise expressly provided within the Lease.

3. **Purpose of Memorandum.** The purpose of this Memorandum is to give record notice of the Lease and the Option and of the rights created thereby.

4. **Miscellaneous.** The terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein. If any term or condition of this Memorandum shall conflict with any term or condition of the Lease, the terms and conditions of the Lease shall control. Counterpart originals may be assembled in order to make one complete copy of this Memorandum and all such counterpart originals, when taken together, shall comprise but one and the same instrument. Any capitalized term used but not defined herein shall have the meaning ascribed such term in the Lease.

Signature pages to follow.

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the day and year first above written.

LESSOR:

Diane M. Meyers
WEYERHAEUSER COMPANY

By: Diane M. Meyers

Its: Vice President

ACKNOWLEDGEMENT:

STATE OF Washington
COUNTY OF King

I, Paul A. Hill II, a Notary Public for the above State and County, hereby certify that Diane M. Meyers personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 2nd day of February, 2021.

My commission Expires 10/29/2022

NOTARY SEAL:



Paul A. Hill II
Notary Public

Paul A. Hill II
Printed Name

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have duly executed these presents as of the day and year first above written.

LESSEE:

a Virginia Limited Liability Company, or Assigns

By: Sun Tribe Development, LLC
A Virginia Limited Liability Company
Its: Sole Member

By: *Danny Van Clief*
Danny Van Clief
Chief Executive Officer
Cumberland Solar, LLC

ACKNOWLEDGEMENT:

STATE OF VIRGINIA
COUNTY OF FLUVANNA

I, ELIZABETH M. ARLEN, a Notary Public for the above State and County, hereby certify that Danny Van Clief as CEO of Sun Tribe Development, LLC, the Sole Member of Cumberland Solar, LLC, a Virginia Limited Liability Company, personally came before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal, this the 29 day of January, 2021.

My commission Expires 9/30/2024

NOTARY SEAL:



Elizabeth Marie Arlen
Notary Public

ELIZABETH M ARLEN
Printed Name

EXECUTION COPY

EXHIBIT A to Memorandum of Option to Lease
DESCRIPTION OF THE PROPERTY

Legal Description
Cumberland County, Virginia

Parcel 2: Tank Farm 40272 - Parcel 2 II

All that certain tract or parcel of land lying and being in Hamilton Magisterial District of Cumberland County, Virginia, containing 396.15 acres, by survey. Being more particularly described as to metes and bounds in that Deed dated October 1, 1965 from L. J. Purcell and Edith S. Purcell, his wife to The West Virginia Pulp and Paper Company, Inc., a Delaware corporation recorded October 18, 1965 in Book 110, Page 474 and being described and depicted by a plat of survey made by Paul M. Saunders, C.L.S., dated September, 1965, recorded October 18, 1965 in Cabinet A, Slide 495 and 496.

Being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 3: Tank Farm 40272- Parcel 3

All that certain tract or parcel of land lying and being in Hamilton Magisterial District of Cumberland County, Virginia, containing 441.6 acres, more or less, and being more particularly described as to metes and bounds in that Deed dated June 21, 1966 from Claude Elgin and Thettie May Elgin to West Virginia Pulp and Paper Company, Inc. recorded June 29, 1966 in Deed Book 111, Page 577 and by a plat of survey made by Paul M. Saunders, C.L.S., dated June 8, 1966, recorded July 1, 1966 in Plat Book 2, Page 13.

Being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155

Parcel 4: Tank Farm 40272 -Parcel 5

All that undivided interest in and to that certain tract or parcel of land lying and being in Hamilton Magisterial District of Cumberland County, Virginia, containing sixty-two (62) acres, more or

EXECUTION COPY

less, known as the Fuqua Wilkinson Tract, being more particularly described as to metes and bounds by a plat of survey made by Edward S. Cole, Civil Engineer, dated August 4, 1913 and Designated as Lot No. 3 thereon, and being more particularly described as to metes and bounds in that Deed unto West Virginia Pulp and Paper Company, a Delaware Corporation, from Ellinor W. Forrester, a single woman, by deed dated December 29, 1966, recorded March 24, 1967, in the aforesaid Clerk's Office in Deed Book 113, Page 173.

Being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 5: Tank Farm 40272 -Parcel 1

All that certain tract or parcel of land containing 14.5 acres, more or less, lying and being in Hamilton Magisterial District of Cumberland County, Virginia, described by a plat of survey made by Paul M. Saunders, C.L.S., dated November, 1965. The cemetery shown on plat by the mark of an "X" therein is hereby expressly excepted from this description.

This is the same real estate conveyed unto West Virginia Pulp and Paper Company, a Delaware Corporation, from Bessie White Green and Robert L. Green, her husband, by deed dated December 8, 1965, recorded January 6, 1966, in the aforesaid Clerk's Office in Deed Book 111, Page 12.

Being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 6: Tank Farm 40272 - Parcel 4

All that certain tract or parcel of land lying and being in Hamilton Magisterial District of Cumberland County, Virginia, containing 205.4 acres, more or less, being more particularly described by a plat of survey made by Paul M. Saunders, C.L.S., dated September 1965.

This is the same real estate conveyed unto West Virginia Pulp and Paper Company, a Delaware Corporation, from Burruss Land and Lumber Company, Inc., a Virginia Corporation, by deed dated December 1, 1966, recorded December 16, 1966, in the aforesaid Clerk's Office in Deed Book 112, Page 504.

Being the same real estate conveyed unto MWV Community Development and Land Management,

EXECUTION COPY

LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 7: Sports Lake 40261 - po Parce12

The major portion (145.27 acres thereof) of a tract of 180 acres lying in Hamilton District of Cumberland County, Virginia, conveyed to A. Martin Johnson by deed dated October 10, 1940, from WM. M. Smith, Special Commissioner, recorded in the Clerk's Office of Cumberland County, Virginia in Deed Book 76, page 167.

Being the same property conveyed by Lucie-Lee Feldman to Westvaco Corporation dated December 10, 1986, and recorded in Deed Book 164, Page 478.

Further being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 8: Sports Lake 40261 - po Parce12

All of a tract of 160 acres lying in Hamilton District of Cumberland County, Virginia, conveyed to A. Martin Johnson deed dated September 10, 1954, from L.K. Ford ET ux, recorded in the Clerk's Office of Cumberland County, Virginia in Deed Book 94, at page 298.

Being the same property conveyed by Lucie-Lee Feldman to Westvaco Corporation dated December 10, 1986, and recorded in Deed Book 164, Page 478.

Further being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 9: Sports Lake 40261 – Parcel 1

A certain tract of land in Hamilton Magisterial District of Cumberland County, State of Virginia, containing one hundred and one acres, be the same more or less, bounded on the north and east by

EXECUTION COPY

the land of A. Martin Johnson, on the south by the land of Major Lewis and Charles Hatcher, and on the west by the land of Moses Carter, being more particularly described upon a plat and survey of Can-Oil Gillispie, S.B.C., dated 11-4-1963, entitled "West Virginia Pulp & Paper Company 101 acres, agg.", a copy of which is recorded in the Clerk's Office of the Circuit Court of Cumberland County in Deed Book 107, page 457.

This is the same real estate conveyed unto West Virginia Pulp and Paper Company, a Delaware Corporation, from Kenneth L. Jones and Bettie S. Jones, his wife, J.H. Spessard, sometimes known as Jack H. Spessard, and Miriam P. Spessard, his wife, by deed dated November 30, 1963, recorded December 14, 1963, in the aforesaid Clerk's Office in Deed Book 107, Page 455.

Further being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 10: Sports Lake 40261 - Parcel 3

All of those certain tracts or parcels of land, situated in Hamilton Magisterial District, Cumberland County, Virginia, containing in the aggregate 44.855 acres, more or less, and more particularly described on a survey of Berkley-Howell & Associates, P.C., dated January 9, 1991, recorded at Plat Cabinet A, Slide 51, in the Clerk's Office aforesaid.

Being the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 11: Tank Farm 40272 - Parcel 2 I

All that certain tract or parcel of land lying and being in Hamilton Magisterial District of Cumberland County, Virginia, containing 578.2 acres by survey being more particularly described as to metes and bounds in that Deed dated October 1, 1965 from L.J. Purcell and Edith S. Purcell, his wife to The West Virginia Pulp and Paper Company, Inc., a Delaware corporation recorded October 18, 1965 in Book 110, Page 474 and being described and depicted by a plat of survey made by Paul M. Saunders, C.L.S. dated September 1965 recorded October 18, 1965 in Cabinet A, Slide 495 and 496.

LESS AND EXCEPT that 10.1 acres legally described in that Quitclaim Deed dated July 30, 1974 from Westvaco Corporation, a Delaware corporation to Edward H. Parrish, Jr. and Rebecca B.

EXECUTION COPY

Parrish, husband and wife, recorded October 7, 1974 in Book 132, Page 121 and depicted in that plat of survey made by Ralph P. Hines, C.L.S. dated October 5, 1967 and recorded in Plat Book 4, Page 2. Aforesaid Quitclaim Deed was resolution of a boundary line dispute.

This is the same real estate conveyed unto MWV Community Development and Land Management, LLC, a Delaware limited liability company and wholly-owned subsidiary of MeadWestvaco Corporation from MeadWestvaco Corporation, a Delaware corporation, successor by merger to Westvaco Corporation, which was formerly West Virginia Pulp and Paper Company, a/k/a West Virginia Pulp and Paper, Inc., a Delaware corporation by deed dated December 31, 2009, recorded February 12, 2010, in the aforesaid Clerk's Office as Instrument #20100155.

Parcel 78: po Sports Lake 40261

All of a tract of 147.7 acres, lying in Marshall District of Buckingham County, Virginia, which is the residue of a parcel, of 182 acres conveyed to A. Martin Johnson by deed dated November 10, 1930, from A. J. Bryant, et als, recorded in the Clerk's Office of Buckingham County, Virginia in Deed Book 34, at page 532, after off-conveyance of 35.3 acres by deed recorded in said Clerk's Office in Deed Book 111, at page 599.

Being a portion of the property conveyed to Westvaco Corporation by deed from Lucie-Lee Feldman, dated December 10, 1986, recorded in Deed Book 144, page 5.

Appendix J – Traffic and Route Evaluation Study

Traffic & Route Evaluation Study

Cumberland Solar, LLC

Cumberland County, Virginia

August 2022

Prepared For:

Sun Tribe Development

Traffic & Route Evaluation Study

Cumberland Solar, LLC

Cumberland County, Virginia

Prepared For:

Sun Tribe Development
107 5th Street Southeast
Charlottesville, Virginia 22902

Prepared By:

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1001 Boulders Parkway
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August 2022

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1 PROJECT OVERVIEW

Timmons Group, at the request of Cumberland Solar, LLC, completed a transportation assessment for the proposed Cumberland Solar Project, located in Cumberland County, Virginia. This work has been prepared to identify potential transportation issues associated with the construction and operation phases of the proposed project. The tasks associated with this assessment included:

- Review of data and documents provided by the Client relative to the project;
- Coordination with the Client on access, schedule, and other parameters that are reflected in the traffic assessment;
- A field visit to determine the condition of the existing roadway and document intersection and site entrance characteristics on Thursday, June 16, 2022;
- Obtaining available geometric (roadway widths, intersection control, etc.) and speed limit data that is readily available via a review of available aerial imagery through Google Earth, Bing, or County GIS systems;
- Obtaining available VDOT traffic data for those roads adjacent to the site;
- Preparing a crash analysis history for the past five years along the traffic route via available VDOT crash history; and
- Preparing a narrative summarizing existing pavement/intersection conditions, traffic along the adjacent roadway network, and anticipated impacts associated with the site traffic along with potential mitigation measures.

2 EXISTING CONDITIONS

Timmons Group compiled roadway characteristics, existing structures (bridges and culverts), and publicly available crash data for facilities adjacent to the proposed Cumberland Solar, LLC project in Cumberland County, Virginia.

The site is located north of Route 613 (Sports Lake Road), south of Route 610 (Cartersville Road), and on both sides of Route 612 (Trices Lake Road).

The project location along with the study intersections and site entrance is shown on Figure 1 (all figures are located at the end of the study). A preliminary site plan can be found in Figure 2.

ADJACENT ROADWAYS

Route 608/Route 609 (Sports Lake Road) is a two-lane, undivided local road with no available posted speed limit signs and therefore assumed to be 55 mph. Route 608 services approximately 100 vehicles per day in the vicinity of the site. Route 608 is partially paved and no pavement markings are present. Photographs of typical conditions along Route 608 can be found in Figure 3.

Route 612 (Trices Lake Road) is a two-lane, undivided local road with no available posted speed limit signs and therefore assumed to be 55 mph. According to 2019 VDOT AADT data, Route 612 services 110 vehicles per day in the vicinity of the site. Route 613 is unpaved and photographs of typical conditions can be found in Figure 4. Based on field observations, recent grading and shoulder work has been completed near the site.

Route 613 (Sports Lake Road) is a two-lane, undivided local road with no available posted speed limit signs and therefore assumed to be 55 mph. According to 2019 VDOT AADT data, Route 613 services 40 vehicles per day. Route 613 is unpaved and photographs of typical conditions can be found in Figure 5.

Browns Avenue is a privately maintained, two-lane, undivided local road with no available posted speed limit signs. There is no available AADT data for Browns Avenue. Browns Avenue is partially paved and unstriped. Typical conditions on Browns Avenue can be found in Figure 6.

Route 609 (Sports Lake Road) is a two-lane, undivided local with no available posted speed limit and therefore assumed to be 55 mph. According to 2019 VDOT AADT data, Route 609 services 130 vehicles per day between Duncan Store Road and Route 610 and 90 vehicles per day between Route 610 and Route 608. Multiple pavement deficiencies were noted along Route 609; the specific locations of these deficiencies are shown on Figure 7 and the corresponding photographs are shown in Figures Figure 8 and Figure 9.

Route 610 (Cartersville Road) is a two-lane, undivided major collector road with no available posted speed limit signs and therefore assumed to be 55 mph. According to 2019 VDOT AADT data, Route 610 services approximately 700 vehicles per day. Multiple pavement deficiencies were noted along Route 610; the specific locations of these deficiencies are shown on Figure 7 and the corresponding photographs are shown in Figures 10-22.

EXISTING STRUCTURES

There is one (1) existing bridge structure along the proposed haul route as shown in Figure 23. The bridge over Randolph Creek on Route 613 has a posted weight limit of 14 tons. Photos of the bridge can be found in Figure 24.

INTERSECTION CONTROL`

Seven (7) key intersections were identified within the study area and are included in this evaluation:

1. US Route 15 and Route 610;
2. Route 610 and Route 609;
3. Route 609 and Browns Avenue;
4. Route 609 and Route 608;
5. Route 608 and Route 612;
6. Route 608 and Route 613; and
7. Route 613 and Route 672.

At the unsignalized intersection of US Route 15 and Route 610, Route 610 is the stop-controlled approach. The pavement on eastern Route 610 is generally 22' wide while the pavement on western Route 610 measures 20' wide. The north- and southbound approaches of US Route 15 each consists of one (1) through lane and one (1) right turn lane with 50' storage and 100' taper. The pavement on US Route 15 is 24' typically. Photos of the intersection of US Route 15 and Route 610 can be found in Figure 25.

At the unsignalized intersection of Route 610 and Route 609, Route 609 is the stop-controlled approach. The pavement along Route 610 is typically 21' to 22' wide. The pavement on Route 609 is typically 21' wide. Photos of the intersection of Route 610 and Route 609 can be found in Figure 26.

At the unsignalized intersection of Route 609 and Browns Avenue, Browns Avenue (private) is the stop-controlled approach. The pavement on Route 609 is 19' wide in the vicinity of the Browns Avenue intersection. Browns Avenue measures 15' wide. Photos of the intersection of Route 609 and Browns Avenue can be found in Figure 27.

At the unsignalized intersection of Route 609 and Route 608, Route 608 is the stop-controlled approach. The travel way on Route 609 is 21' and the travel way on Route 608 is 18'. Photos of the intersection of Route 609 and Route 608 can be found in Figure 28.

At the unsignalized intersection of Route 608 and Route 612, Route 612 is the stop-controlled approach. The travel way on Route 612 is 21' typically. The travel way on Route 608 is 20' typically. Photos of the intersection of Route 608 and Route 612 can be found in Figure 29.

At the unsignalized intersection of Route 608 and Route 613, westbound Route 608 is the stop-controlled approach. The travel way on Route 613 is 17' typically. The travel way on westbound Route 608 is 18'. Photos of the intersection of Route 608 and Route 613 can be found in Figure 30.

At the unsignalized intersection of Route 613 and Route 672, eastbound Route 613 is the stop-controlled approach. The travel way on Route 672 is 17' typically and the travel way on Route 613 is 17' typically. Photos of the intersection of Route 613 and Route 672 can be found in Figure 31.

SITE ACCESS

Site Access will be provided via eleven (11) entrances as shown in Figure 32, three (3) on Route 609 (Sports Lake Road), one (1) on Route 610, two (2) on Route 608, three (3) on Route 612, one (1) on Route 613 and one (1) off Browns Avenue.

Site Entrance 1 is accessed via a small dirt road as shown in Figure 33 or through the existing logging access from Site Entrance 2. At the time of the field visit, the access from Browns Avenue was limited due to flooding and debris on the road.

Site Entrance 2 is located on Route 609. Adjacent to Site Entrance 2, the pavement on Route 609 is 19'. The site entrance driveway is 16' at the gate access. Photos of Site Entrance 2 can be found in Figure 34.

Site Entrance 3 is located on Route 609. In the vicinity of Site Entrance 3, the pavement on Route 609 is 19'. The driveway of Site Entrance 3 is 20' typically. Photos of Site Entrance 3 can be found in Figure 35.

Site Entrance 4 is located on Route 609. In the vicinity of Site Entrance 4, the travel way on Route 609 is 23'. Photos of Site Entrance 4 can be found in Figure 36.

Site Entrance 5 is located on Route 613. In the vicinity of Site Entrance 5, the travel way on Route 613 is 17'. The driveway of Site Entrance 5 is 32' at its widest and 14' typically. Photos of Site Entrance 5 can be found in Figure 37. As accessing Site Entrance 5 requires crossing the weight restricted bridge on Route 613.

Site Entrance 6 is located on Route 609. In the vicinity of Site Entrance 6, the travel way on Route 609 is 19'. Photos of Site Entrance 6 can be found in Figure 38.

Site Entrance 7 is located on Route 608. In the vicinity of Site Entrance 7, the travel way on Route 608 is 19'. The driveway of Site Entrance 7 is 22' typically. Photos of Site Entrance 7 can be found in Figure 39.

Site Entrance 8 and Site Entrance 9 are located on Route 612. In the vicinity of the site entrances the pavement on Route 612 is 17'. Photos of Site Entrance 8 and Site Entrance 9 can be found in Figure 40.

Site Entrance 10 is located on Route 612. In the vicinity of the site entrance the pavement on Route 612 is 22'. Photos of Site Entrance 10 can be found in Figure 41.

Site Entrance 11 is located on Route 610. In the vicinity of the site entrance the pavement on Route 610 is 22'. Photos of Site Entrance 11 can be found in Figure 42.

CRASH ANALYSIS

A crash analysis was completed for the past five (5) years along the potential haul routes (Routes 15, 610, 690, 609, 608, 612, 613, and Brown's Avenue). A map of the crashes can be found in Figure 43. There has been a total of 56 crashes in the past five years, one (1) nonvisible injury crash, three (3) fatal injury crashes, seven (7) severe injury crashes, 18 visible injury crashes and 27 property damage only crashes.

Of the 56 crashes, 27 (48%) were with fixed objects off road, 12 (21%) were angled crashes, and eight (14%) were rear end crashes. The rest of the crashes involved other forms of collisions. Of the most common light conditions during the crashes, 31 (55%) were in daylight and 17 (30%) at night. Of the most common roadway surfaces during the crashes, 35 (63%) were dry and 15 (30%) wet.

With respect to the three (3) fatal crashes noted above, the following additional information is offered:

A fatal crash occurred on October 18, 2017, on US Route 15 when a northbound vehicle was rear-ended. There was one (1) passenger in one (1) car and four (4) passengers in the other car. The crash resulted in one (1) fatality, one (1) severe injury and two (2) minor/possible injuries. The crash occurred on a straight, level section of road near milepost 94.4. The roadway was dry and there were no adverse weather conditions at the time of the crash. The drivers had not been drinking, and the vehicles were not speeding at the time of the crash.

A fatal crash occurred on April 12, 2019, on US Route 15 when an angle crashed occurred between a southbound vehicle and a westbound vehicle, causing both vehicles to exit the road, with one (1) hitting a sign. There was one (1) passenger in one (1) car and four (4) passengers in the other car. The crash resulted in one (1) fatality, two (2) severe injuries, and one (1) minor/possible injury. The crash occurred on a straight, level section of the road near milepost 91.3. The roadway was dry and there were no adverse weather conditions at the time of the crash. One (1) of the drivers had been drinking at the time of the crash.

A fatal crash occurred on February 22, 2022, on Route 610 when a westbound vehicle ran off the roadway, overcorrected, and crashed into a stand of mature trees. There were two (2) passengers the vehicle, and the crash resulted in two (2) fatalities. The crash occurred on a straight, level section of the road near milepost 6.47. The roadway was dry and there were no adverse weather conditions at the time of the crash. There was no speeding at the time of the crash.

Based on the above information, there does not appear to be one specific section or intersection where crashes are clustered.

EXTERNAL TRAFFIC ROUTES

The volumes present along US Route 15, Route 610, Route 609, Route 608, and Route 613 indicate that the secondary road network is capable of accommodating site-generated traffic during construction and operations/maintenance.

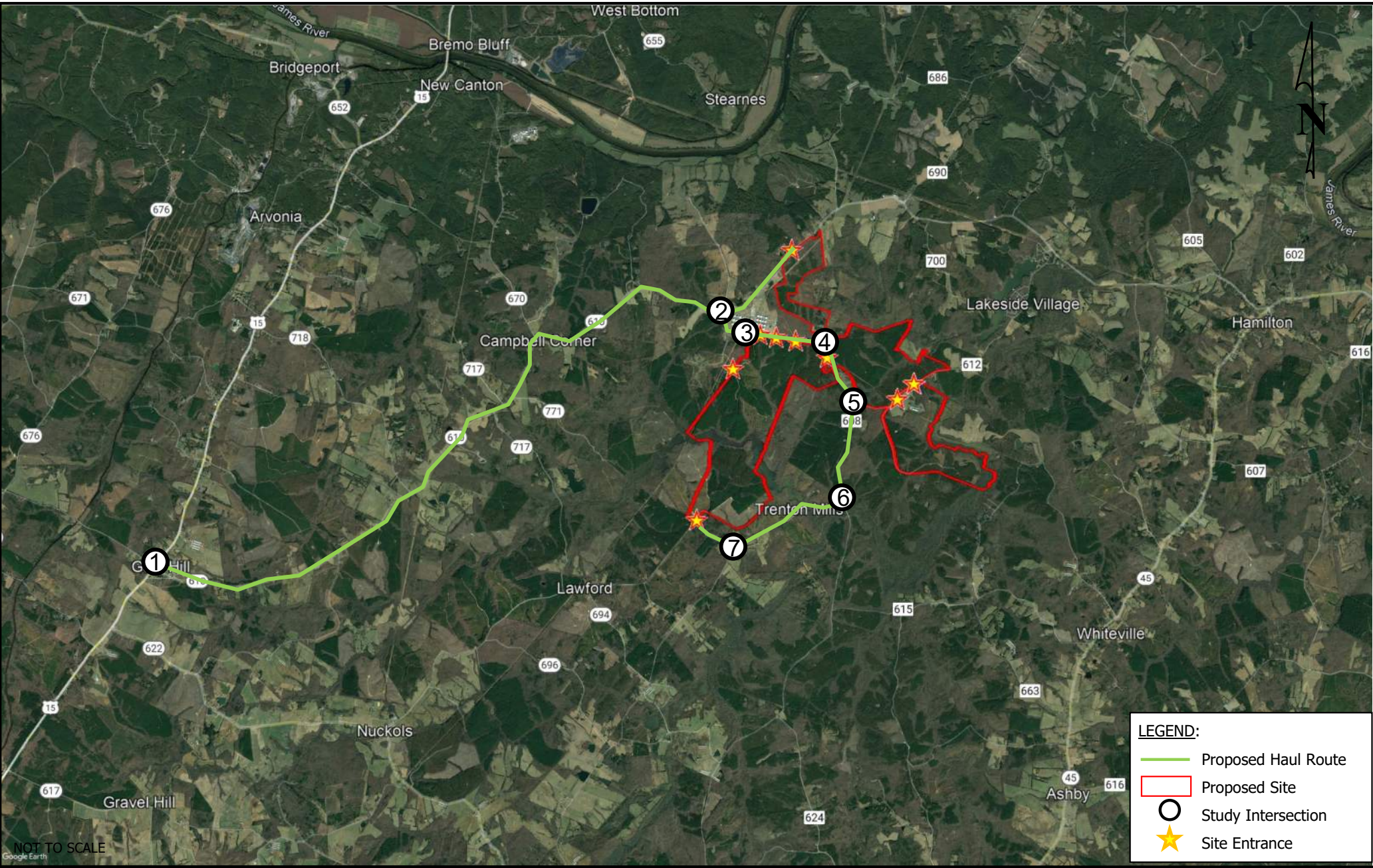
It is recommended that internal access roads be utilized as much as possible to minimize impacts to the adjacent secondary road network and residents in the immediate vicinity of the project.

3 CONCLUSIONS

Based on our review of available data relating to the site, the adjacent roadways, and anticipated traffic associated with the construction of the site, the following is offered:

- The proposed Cumberland Solar, LLC project is located in Cumberland County, Virginia (see Figure 1).
- Potential access corridors include US Route 15 (N James Madison Highway), Route 610 (Cartersville Road), Route 609 (Sports Lake Road), Route 608 (Sports Lake Road), and Route 613 (Sports Lake Road).
- Based on the available traffic data, all the access corridors have the available capacity to accommodate site-generated traffic during both construction and operations/maintenance.
- The weight restricted bridge on Route 613 will limit the type of vehicles that can access Site Entrance 5 and it is recommended that minimal traffic be sent to this entrance.
- A review of available crash data indicates crashes spread throughout the network. No “hot spots” or patterns were readily identified by the available data.
- It is not anticipated that roadway improvements will be necessary to accommodate site-generated traffic. However, it is recommended that temporary traffic control measures be considered for the duration of the site preparation/construction phase in those areas where construction traffic will be most concentrated.

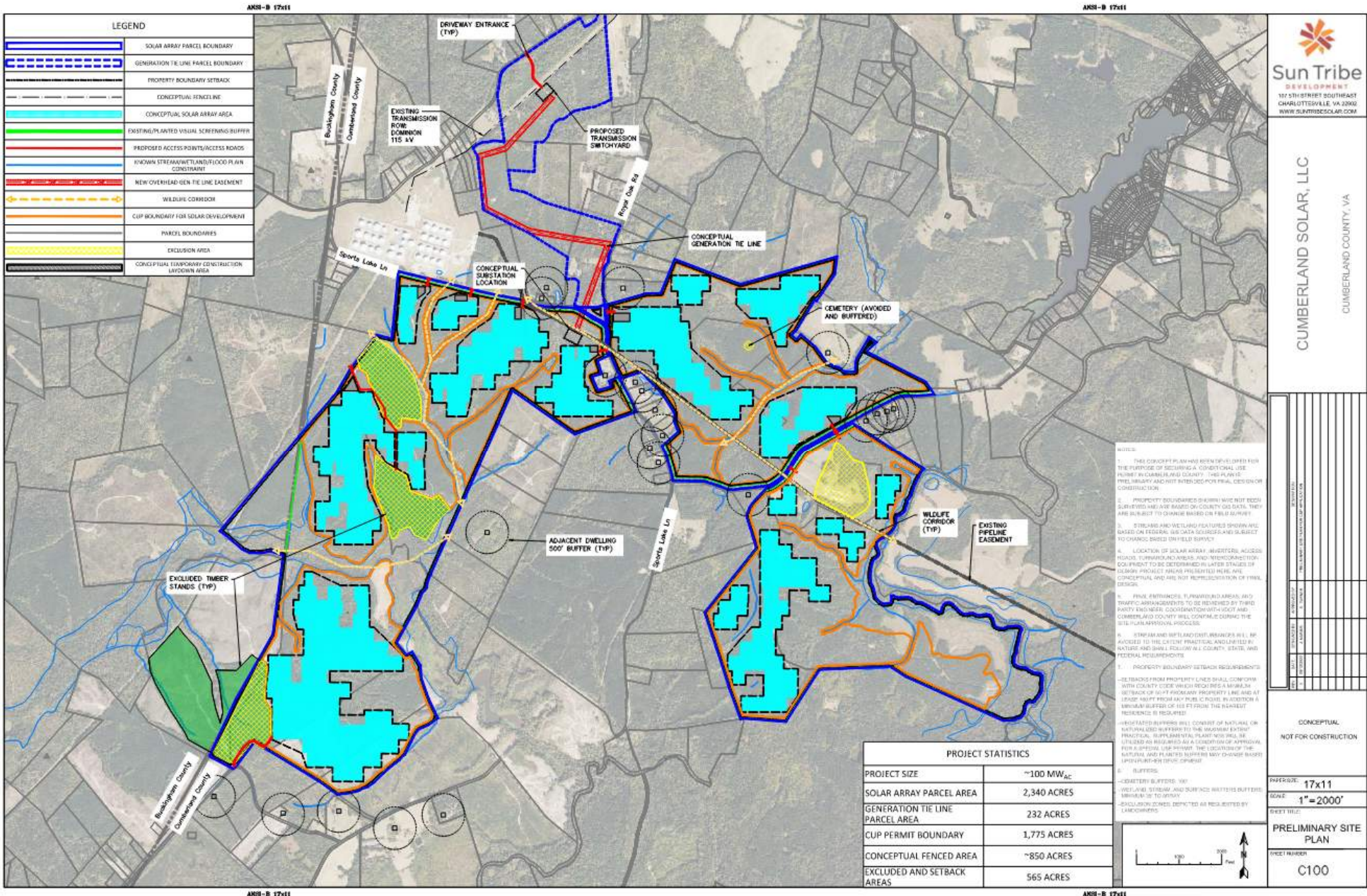
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Surrounding Roadway Network and Site Location
 Cumberland Solar, LLC
 Cumberland County, Virginia

Figure
 1





Site Layout
 Cumberland Solar, LLC
 Cumberland County, Virginia

Figure
 2



NOT TO SCALE



Typical Conditions on Route 608
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
3



NOT TO SCALE



Typical Conditions on Route 612
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
4



NOT TO SCALE



Typical Conditions on Route 613
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
5

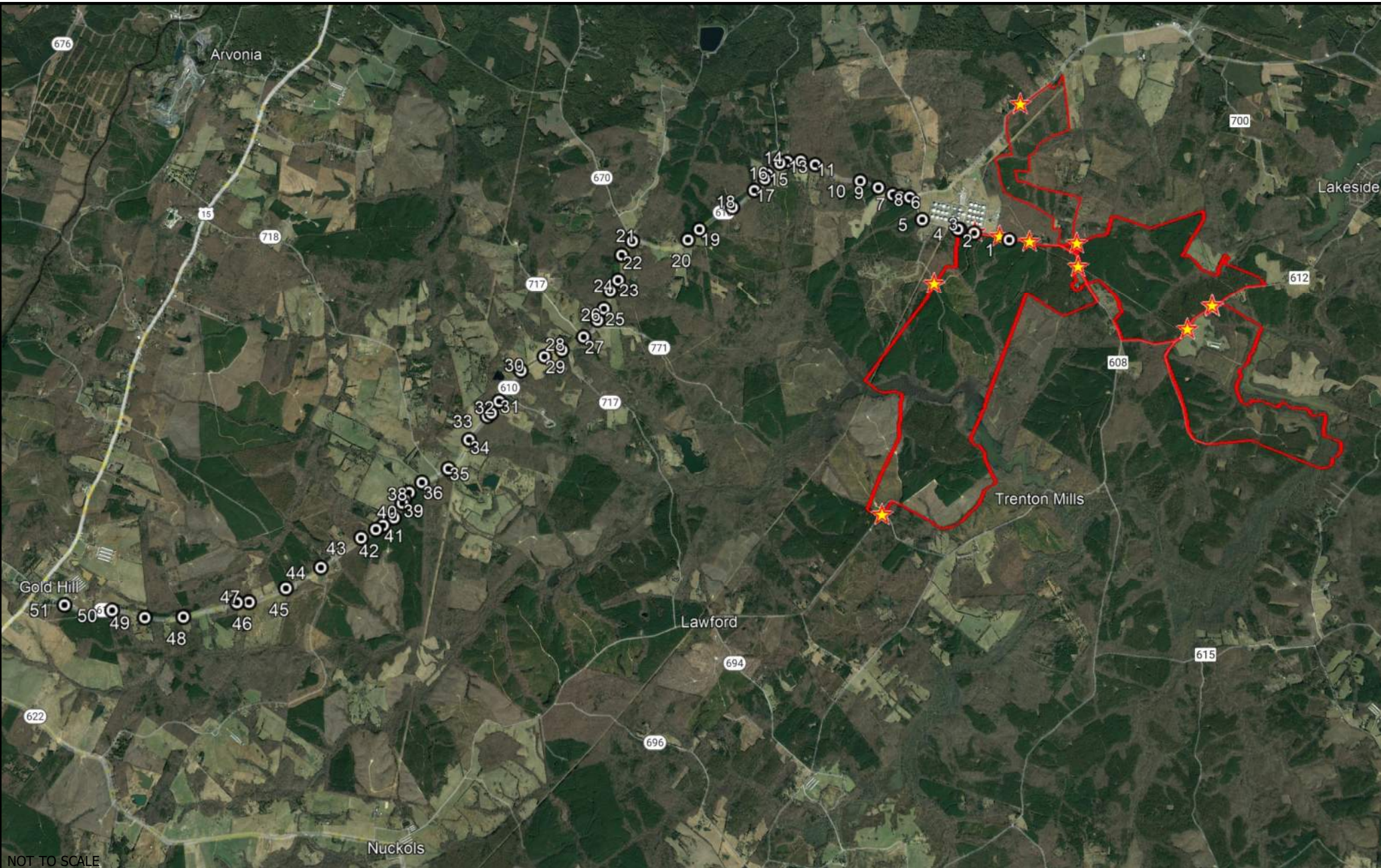


NOT TO SCALE



Typical Conditions on Browns Ave
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
6



Location of Pavement Deficiencies
 Cumberland Solar, LLC
 Cumberland County, Virginia

Figure
 7



1. Edge Raveling



2. Edge Raveling

NOT TO SCALE



3. Patching



4. Patching



5. Block Cracking

NOT TO SCALE



Pavement Deficiencies on Route 609
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
9



6. Block Cracking, Patching



7. Patching

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
10



8. Block Cracking, Patching



9. Patching



10. Pothole

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
11



11. Block Cracking, Patching



12. Block Cracking, Patching



13. Block Cracking, Patching



14. Block Cracking, Patching

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
12



15. Block Cracking, Patching



16. Block Cracking, Patching



17. Block Cracking, Patching



18. Block Cracking, Patching

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
13



19. Patching



20. Block Cracking, Patching



21. Block Cracking, Patching



22. Block Cracking, Patching

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
14



23. Patching



24. Patching



25. Alligator Cracking



26. Block Cracking, Patching

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
15



27. Alligator Cracking



28. Patching



29. Block Cracking



30. Block Cracking

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
16



31. Alligator Cracking/Potholes



32. Alligator Cracking, Patching



33. Patching



34. Block Cracking

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
17



35. Patching, Alligator Cracking



36. Alligator Cracking



37. Patching, Alligator Cracking



38. Block Cracking, Patching

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

225

Figure
18



39. Patching, Alligator Cracking



40. Alligator Cracking



41. Patching, Alligator Cracking



42. Patching, Alligator Cracking

NOT TO SCALE



43. Potholes



44. Patching



45. Potholes, Patching



46. Alligator Cracking

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
20



47. Alligator Cracking, Patching



48. Patching



49. Alligator Cracking, Patching



50. Alligator Cracking

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
21



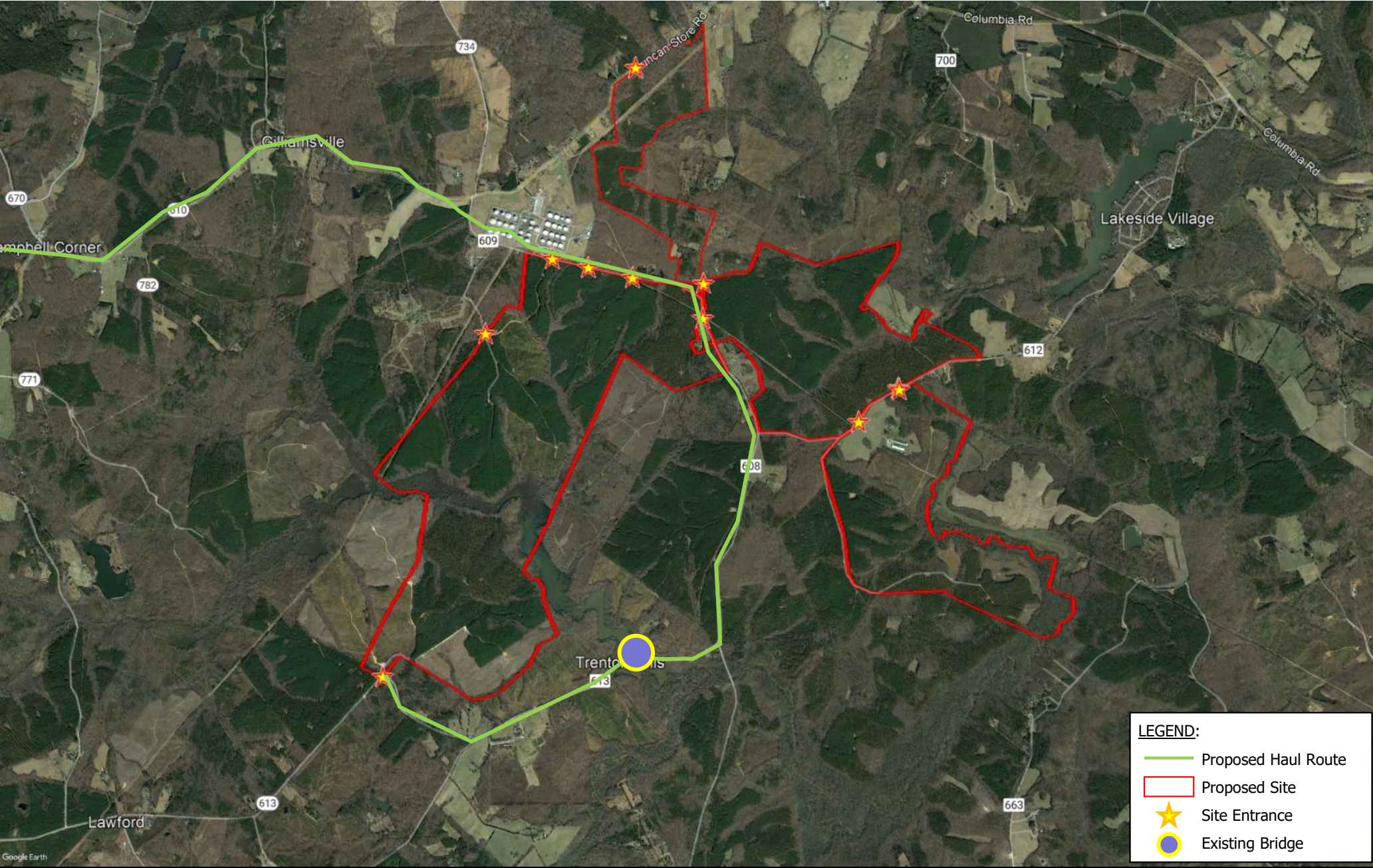
51. Pothole

NOT TO SCALE



Pavement Deficiencies on Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
22



LEGEND:

- Proposed Haul Route
- Proposed Site
- ★ Site Entrance
- Existing Bridge



Location of Weight Restricted Bridge on Route 613
 Cumberland Solar, LLC
 Cumberland County, Virginia

Figure
 23



NOT TO SCALE



Weight Restricted Bridge on Route 613
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
24



North along Route 610



South along Route 610



West along US Route 15



East along US Route 15

NOT TO SCALE



Intersection #1: US Route 15 and Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
25



South along Route 609



West along Route 610



East along Route 610

NOT TO SCALE



Intersection #2: Route 609 and Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
26



South along Browns Ave



West along Route 609



East along Route 609

NOT TO SCALE



Intersection #3: Browns Avenue and Route 609
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
27



East along Royal Oak Road



North along Route 609



South along Route 608

NOT TO SCALE



Intersection #4: Route 608/Route 609 and Royal Oak Road
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
28



East along Route 612



North along Route 608



South along Route 608

NOT TO SCALE



Intersection #5: Route 612 and Route 608
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
29



East along Route 608



North along Route 608



South along Route 613

NOT TO SCALE



Intersection #6: Route 608 and Route 613
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
30



West along Route 613



North along Route 613



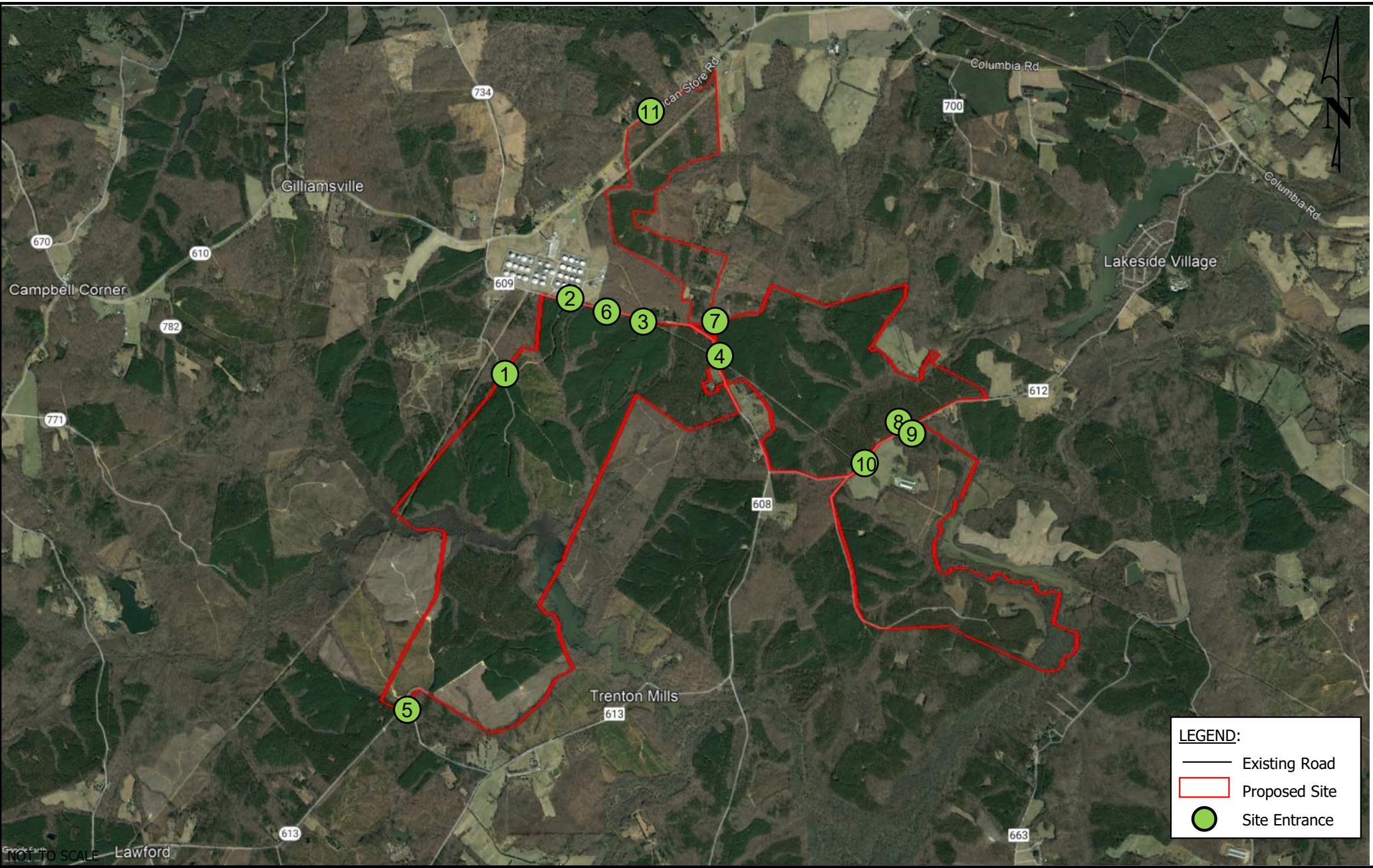
South along Route 672

NOT TO SCALE



Intersection #7: Route 613 and Route 672
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
31



Site Entrance Locations
 Cumberland Solar, LLC
 Cumberland County, Virginia

Figure
 32



Entrance 1 from Browns Avenue



Entrance 1 from Logging Access

NOT TO SCALE



Site Entrance #1
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
33



South along Site Entrance



South along Site Entrance



West along Route 609



East along Route 609

NOT TO SCALE



Site Entrance #2 and Route 609
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
34



South along Site Entrance



West along Route 609



East along Route 609

NOT TO SCALE



Site Entrance #3 and Route 609
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
35



West along Site Entrance



South along Route 608



North along Route 608

NOT TO SCALE



Site Entrance #4 and Route 608
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
36



North along Site Entrance



East along Route 613



West along Route 613

NOT TO SCALE



Site Entrance #5 and Route 613
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
37



South along Site Entrance



West along Route 609



East along Route 609

NOT TO SCALE



Site Entrance #6 and Route 609
Cumberland Solar, LLC
Cumberland County, Virginia

245

Figure
38



East along Site Entrance



South along Route 608



North along Route 608

NOT TO SCALE



Site Entrance #7 and Route 608
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
39



North along Site Entrance



South along Site Entrance



East along Route 612



West along Route 612



NOT TO SCALE

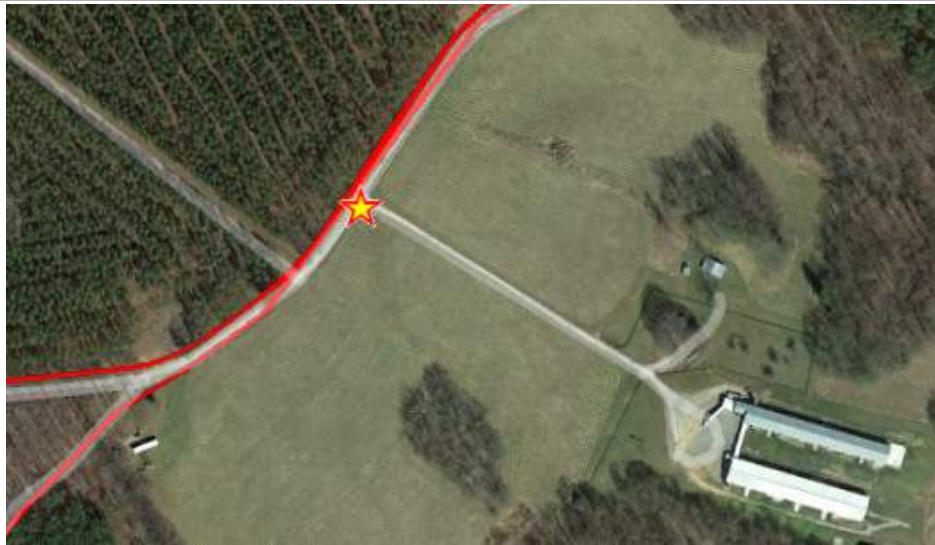


Site Entrance #8 and Site Entrance #9 and Route 612
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
40



East along Site Entrance



South along Route 612



North along Route 612

NOT TO SCALE



Site Entrance #10 and Route 612
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
41



West along Site Entrance



South along Route 610



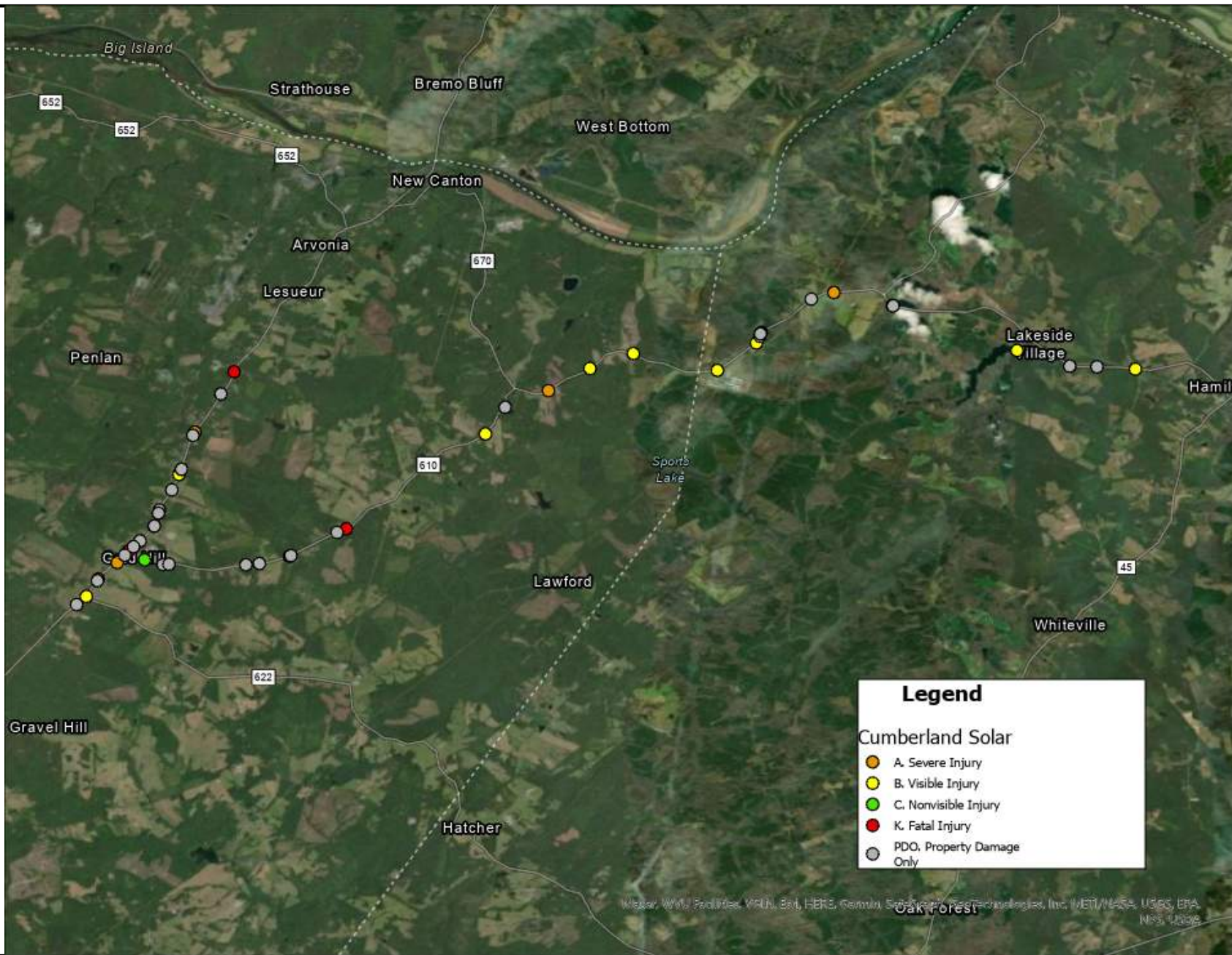
North along Route 610

NOT TO SCALE



Site Entrance #11 and Route 610
Cumberland Solar, LLC
Cumberland County, Virginia

Figure
42



NOT TO SCALE



Crash Map
 Cumberland Solar, LLC
 Cumberland County, Virginia

Figure
 43

SITING AGREEMENT

This **SITING AGREEMENT** (“Agreement”), dated as of November 15, 2022 (the “Agreement Date”) is made by and between **BOSTON HILL SOLAR, LLC** a Virginia limited liability company (“Developer”), and **THE COUNTY OF CUMBERLAND, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Locality”). The Developer and the Locality may each be referred to herein as “Party” and collectively, the “Parties”.

RECITALS:

WHEREAS, Developer intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility (“Project”) on certain parcel(s) of land identified as Cumberland County Tax Map Numbers: 12-A-5 and 11-A-15 (collectively, the “Property”);

WHEREAS, the Developer has given the Locality notice of its intent to locate the Project in Cumberland County;

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Energy Facilities”, the Developer and the Locality, may enter into a Siting Agreement (“Agreement”) for solar facilities;

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

WHEREAS, after negotiation between the Locality and Developer, the Parties desire to enter into this Agreement;

WHEREAS, pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, by operation of law, the Project is deemed to be substantially in accord with the Cumberland County Comprehensive Plan;

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

WHEREAS, pursuant to Virginia Code Ann § 58.1-2636 the Locality has adopted an ordinance assessing a revenue share of an initial amount of \$1,400.00 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility (“Solar Revenue Share”).

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

Article I Project Features and Valuation

1. **Conditional Use Permit.** The construction and operation of the Project shall require the approval of a Conditional Use Permit (“CUP”) by the Board. The Project shall be constructed and operated be in accordance with all licenses, approvals, and permits, including, but not limited to, the CUP.

2. **Compliance with Conditional Use Permit.** The Project shall be in compliance with the conditions of the CUP granted by the Locality to Developer for the development of the Project as set forth in the attached **Exhibit A**, reference to which conditions is hereby made and incorporated into this Agreement as if fully set forth herein.

3. **Commercial Operation Date.** For purposes of this Agreement, the “Commercial Operation Date” is the earlier of: (i) 90 days following delivery of commercial energy to transmission system (as communicated and verified by transmission system owner within 10 days following first delivery of energy and shall not include any energy delivered during commissioning or testing) or (ii) the commercial operation date as established in the PJM Interconnection Services Agreement.

4. **Valuation of Taxable Equipment.** Prior to Commercial Operation Date, the Developer agrees to provide the Locality with a detailed list of capital equipment, including but not limited to solar photovoltaic equipment proposed to be installed, whether or not it has yet been certified as pollution control equipment by the applicable state agency, and lists of all other taxable tangible property. Thereafter, when the Developer makes a filing to the State Corporation Commission, the Developer shall also provide the Locality with any updates to this information, including but not limited to all new or replacement solar panels and all other equipment. Developer agrees to provide the Locality all information it may in the future provide to the Virginia State Corporation Commission for the use by the Cumberland County Commissioner of Revenue in valuing such property for assessment purposes.

5. **Contingent Obligations; No obligation to Develop.** The Developer has no obligation to develop the Project. It is understood that development of the Project is contingent upon a number of factors, including, but not limited to, Board approval of the CUP, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by Developer to terminate, defer, suspend, or modify plans to develop the Project shall be deemed a default of the Developer under this Agreement.

Article II Payment

1. **Substantial Cash Payments.**

- a. Pursuant to Virginia Code Section 15.2-2288.8 and 15.2-2316.7, the Developer, in an effort to be a good community partner with the Locality, hereby agrees to pay the Locality the following payments at such times as set forth below (each a “Payment” and collectively, the “Payments”):

- (i) The Developer will pay the Locality the amount of One Hundred and Fifty-Thousand Dollars (\$150,000.00) within 365 days of the Locality's approval of the CUP.
 - (ii) The Developer will pay the Locality the amount of Two Hundred and Thirteen Thousand and Six Hundred Dollars (\$213,600.00) within sixty (60) days after the Locality's approval of the final building permit.
 - (iii) Within sixty (60) days after the Commercial Operation Date, the Developer shall pay \$7,430 per megawatt of generation capacity placed in commercial operation LESS any payments made to the Locality per Article II, Sections 1a.(i) and 1.a.(ii) above.
- b. In addition to the Payments, the Developer shall make all payments under the Solar Revenue Share. Each Payment is separate and distinct from any sums owed pursuant to the Locality's Solar Revenue Share, personal and real property taxes owed pursuant to the Cumberland County, Virginia Code, provided that such sums are applicable to the Project. The Locality agrees that during the term of this Agreement, if tax regulations change such that the Developer is required to pay increased taxes on the equipment within the Project under Virginia law, any future payment that Developer is obligated to make hereunder in any given year shall be reduced dollar-for-dollar to the increased tax obligation payment that the Developer actually makes to the Locality in the same tax year. An exception to this provision is any increased taxes as a result of the Locality's valuation of the real property or increasing any of its real property tax rates.

2. **Statutory Structure of Payment; Statement of Benefit.** Developer agrees that by entering into this Agreement, pursuant to Virginia Code Ann. § 58.1-2636, each Payment is authorized by statute and that it acknowledges, it is bound by law to make the payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. Developer acknowledges that this Agreement is beneficial to Developer in allowing it to proceed with the installation of the Project while providing for mitigation of potential impacts.

3. **Use of Payments by the Locality.** The Locality shall use these funds as permitted under Virginia Code Ann. § 15.2-2316.7(B) or as otherwise permitted by law.

4. **Adjustment.** If the amount of the building permit fee paid by the Developer exceeds the amount set forth in Article III, Section 6 below, the Developer will reduce the final Payment due after the Commercial Operation Date by the amount of the additional building permit fee.

Article III Miscellaneous

1. **Term; Termination.** This Agreement will commence on the Effective Date and

shall continue until the Termination Date. The termination of this Agreement will not limit Developer's legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

2. **Conformance with Comprehensive Plan.** Pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, the Locality acknowledges and agrees that by operation of law, the Project and all associated transmission facilities are deemed to be substantially in accord with the Cumberland County Comprehensive Plan and no additional review of the solar facilities is required by the Cumberland County Planning Commission or Board as may be required under Virginia Code Ann. § 15.2-2232.

3. **Required Approvals.** As part of the consideration for this Agreement, the Locality will cooperate fully with the Developer's efforts to obtain licenses, approvals, and permits as required by federal, state, and local laws, regulations, and ordinances authorizing the Project's construction and/or operation, including, but not limited to, the performance of infrastructure studies, traffic studies, environmental studies, and the collection and analysis of other information necessary for those licenses, approvals, and permits, which requirement is deemed fully satisfied by virtue of execution of this Agreement by the Locality. The Locality will use its best efforts to support and cooperate with the Developer's efforts to obtain necessary licenses, approvals, and permits, including any necessary amendments thereto, for the Project construction, and for the Project's operation, and will expeditiously process requests for permits and other approvals required by the Locality's ordinances. The Locality will take no action intended to frustrate or prevent the Developer from receiving and maintaining any license, approval, or permit that is consistent with the applicable ordinances and zoning, including any CUP. Provided however, nothing herein shall be construed to require the Board to exercise any legislative function in favor of the Developer.

4. **Removal of Property.** The Locality acknowledges that the final design of the Project will occur at a later date. Based on final design, the Developer shall have the right to remove parcels from the Project without the consent of the Locality. Property that is not included in the Project will be considered withdrawn from this Agreement without the need for further action by the Parties. The withdrawal of any parcels from this Agreement shall not affect the Developer's obligations under this Agreement.

5. **Erosion and Sediment Control.** The Developer will comply with all applicable erosion and sediment control laws and regulations. Best Management Practices utilized on site will be designed specially to prevent the discharge of sediment and other pollutants into nearby streams and wetlands. The Developer will coordinate with the Locality and will submit an erosion and sediment control plan for review and approval by the Locality, or its assigns, as the designated Erosion and Sediment Control Program Authority. Prior to construction, an approved erosion and sediment control plan will be implemented for the Project. The Developer shall construct, maintain, and operate the project in compliance with the approved plan. An E&S bond will be posted for the construction portion of the project in accordance with the Locality's Erosion and Sediment Control Ordinance and/or the Virginia Erosion and Sediment Control Law and applicable regulations.

6. **Fee and Expense Reimbursement.** At the time of the submission of the Final Site Plan, the Developer shall deposit \$150,000.00 into escrow with the Locality, which shall be used

to reimburse the Locality for the following reasonable direct fees and expenses incurred by the Locality:

a. For a qualified consultant(s) to review and comment on the Final Site Plan, erosion and sediment control, and storm water management plans submitted to the Virginia Department of Environmental Quality, Soil and Water Conservation District, or other state or local agency; and, once such plans are approved, the compliance with such plans;

b. Third-party costs directly related to the Locality's review and enforcement of erosion and sediment control, decommissioning cost estimates, and semi-annual inspections during operations to verify compliance with the CUP;

c. Attorney's fees, third party consultant's fees and other operational expenses encountered by the Locality during the term of this Agreement.

The Locality shall establish and maintain one or more segregated accounts in the Locality's financial records (collectively, the "Escrow Account") to receive the cash deposits as described in this Section. The Locality agrees that funds will only be disbursed from the Escrow Account for actual fees and expenses set forth in this Section 5 that are incurred by the Locality. The Developer and the Locality do not reasonably expect that the Locality's direct costs and expenses will exceed \$150,000.00 prior to the Termination Date. In the event that the third-party fees and expenses to be reimbursed by the Developer exceed \$150,000.00, the Locality will send notice to the Developer and the Developer shall replenish the escrow with an additional \$25,000.00 deposit, and thereafter as required. In the event that the actual fees and expenses set forth in this Section 5 to be reimbursed by the Developer do not exceed \$150,000.00 and/or funds remain in the Escrow Account as of the Termination Date, the Locality will send notice to the Developer and the remaining funds will be disbursed to Developer. For all reimbursable fees and expenses, the Locality will provide the Developer with a reasonable estimate prior to the fee or expense being incurred. Upon the request from the Developer no more than twice per year, the Locality will provide a statement of disbursements from the Escrow Account and remaining funds.

7. **Building Permit Fee.** Notwithstanding the Locality's Buildings and Building Regulations or any exemption provided by Virginia law, the Developer shall pay to the Locality a building permit fee for the Project in the amount of \$150,000. As provided in Virginia Code § 15.2-2316.9, the building permit fee stated in this Agreement shall supersede and replace the building permit fee provided in Section 14-61 of the County's Building Permits Ordinance and any applicable Building Fee Schedule. This sum shall be the County's portion of the building permit and any add on for the Commonwealth of Virginia shall be in addition to this sum.

8. **Commencement of Construction; Survival of Conditional Use Permit.** The Locality and the Developer acknowledge that additional local, state and federal permits are required to construct and operate the Project. Notwithstanding any provision in the Locality's Zoning Ordinance or CUP, the Developer will have up to five (5) years after the date of the approval of the CUP to commence construction of the Project, or if the Project is to be developed in phases to commence construction on the first phase of the Project. If the Developer has not commenced construction on the Project within five (5) years after Board's approval of the CUP, the CUP will be void.

9. **Decommissioning.**

a. The Developer and the owner of the land on which the Project is located shall be responsible and liable, jointly and severally, to begin removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months.

b. All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (i) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (ii) the Developer or landowner have continuously maintained the land and facilities in good condition.

c. Every charge authorized by this provision which remains unpaid shall constitute a lien against the property on which the Project is located ranking on a parity with liens for unpaid Locality's taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

d. A decommissioning plan shall be prepared by the Professional Engineer and shall include the following: (i) the anticipated life of the project; (ii) the estimated decommissioning cost and how such cost is determined; (iii) the manner in which it is to be decommissioned; and (iv) surety or a bond posted prior to obtaining a land disturbance permit for the duration of the project. Such surety or bond may include any salvage value derived from the old facility.

e. The decommissioning plan must provide for the removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that the ground is again tillable and suitable for agricultural purposes. Disturbed earth shall be graded and reseeded. Hazardous material shall be disposed of in accordance with federal and state law.

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

11. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will be covenants running with the Property upon which the Project is developed. If Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of Developer, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Such assumption, sale, transfer, lease or assignment will relieve Developer of all obligations and liabilities under this Agreement that accrue from and after the date of sale or transfer, and the purchaser or transferee will automatically become responsible therefor under this Agreement.

12. **Memorandum of Agreement.** A memorandum of this Agreement, in a form

acceptable to the County Attorney, will be recorded in the land records of the Clerk's Office of the Cumberland County Circuit Court at Developer's sole cost and expense and will occur as soon as reasonably practicable after the full execution of this Agreement. If Developer chooses to not develop the Project, in its sole discretion, the Locality will execute a release of the memorandum filed in the aforementioned Clerk's Office.

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

If to the Locality:

Cumberland County, Virginia
P.O. Box 110
Cumberland, VA 23040
Attn: County Administrator

With a copy to:

Kemper Beasley
County Attorney
13049 W James Anderson Hwy,
Buckingham, VA 23921

If to the Developer:

Boston Hill Solar, LLC
c/o Sun Tribe Solar
107 5th Street, SE
Charlottesville, Virginia 22902
Attn: Development Manager

With a copy to:

Jon Puvak, Esq.
Gentry Locke Attorneys
10 Franklin Road, Suite 900
Roanoke, Virginia 24011

The Locality and Developer, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices will be sent.

8. **Governing Law; Jurisdiction; Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE

APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF CUMBERLAND COUNTY, VIRGINIA, (B) CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (C) WAIVE ANY OBJECTION WHICH ANY OF THEM MAY HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, ACTION, OR PROCEEDING IN SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION, OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

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

10. **Severability; Invalidity Clause.** Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable will be ineffective to the extent of such conflict, voidness or unenforceability without invalidating the remaining provisions hereof, which remaining provisions will be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the parties will, subject to any necessary Locality vote or procedure, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions lawful, valid and enforceable. If the Parties are unable to do so, this Agreement will terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

11. **Entire Agreement.** In accordance with Virginia Code Ann. § 15.2-2316.9(B), and as acknowledged and agreed to by the parties, the terms of this Agreement shall control over any Locality ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Agreement, including any ordinances, regulations, policies, and/or guidelines which are inconsistent with the design, construction, operation and/or maintenance of the Project or elsewhere in the CUP application. This Agreement and any schedules or exhibits that are incorporated herein constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all parties hereto. However, the Locality may decide at any time to appropriate the revenue provided in this Agreement on an annual basis or for capital projects as provided herein, without the written approval of Developer.

12. **Force Majeure.**

a. “Force Majeure Event” means the occurrence of:

(i) an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism or civil disorder;

(ii) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the construction, operation, or maintenance of the solar facility, as for example but not in limitation, the interruption in the supply of replacement solar panels, and which is not attributable to any unreasonable action or inaction on the part of Developer or any of its subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(iii) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for that are materially worse than those encountered in the Locality during the twenty (20) years prior to the Effective Date;

(iv) tempest, earthquake, or any other natural disaster; disruption of operations to the extent that all or a substantial portion thereof it unable to generate electricity sufficient to meet Developer’s payment obligations hereunder;

(v) discontinuation of electricity supply, or unanticipated termination of a power purchase agreement;

(vi) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, including quarantines ordered by competent governmental authority in the event of a public health emergency, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement.

b. Neither Party will be in breach of its obligations under this Agreement or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other (otherwise than under any express indemnity in this Agreement) if and to the extent it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure Event except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure Event had not occurred.

c. As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, any Party invoking it will submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

d. Developer will ensure that its representatives will, at all times take all reasonable steps within their respective powers and consistent with industry practices (but without incurring unreasonable additional costs) to:

- (i) prevent Force Majeure Events affecting the performance of Developer's obligations under this Agreement;
- (ii) mitigate the effect of any Force Majeure Event; and
- (iii) comply with its obligations under this Agreement.

e. The Parties will consult together in relation to the above matters following the occurrence of a Force Majeure Event.

f. Should paragraph (a) apply as a result of a single Force Majeure Event for a continuous period of more than 180 days then the Parties must endeavor to agree any modifications to this Agreement that are equitable having regard to the nature of the ability of Developer to continue to meet its financial obligations to the Locality.

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

14. **Construction.** This agreement was drafted jointly with the mutual input by the Locality and Developer and no presumption will exist against any Party.

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

[signature page follows]

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

BOSTON HILL SOLAR, LLC

By: _____
Name:
Title:

CUMBERLAND COUNTY, VIRGINIA

By: _____
Name:
Title: Chairman, Board of Supervisors

Approved as to form:

By: _____
Name: Kemper Beasley
Title: County Attorney

EXHIBIT A

CUP Conditions

[to be attached]



STAFF REPORT
CUP 22-13
Cumberland Solar – SunTribe Development
Proposed 115 MW AC Solar Facility, Transmission Switchyard
and Transformer Substation
Conditional Use Permit
Cumberland County, Virginia
Board of Supervisors Public Hearing

Application Information:

Property Owner: P.L. Duncan and Sons, LLC and Belham LLC
Applicant: SunTribe Development LLC,
on behalf of Boston Hill Solar, LLC
Requested Action: Conditional Use Permit for utility-scale solar facility,
transmission switchyard and transformer substation
Tax Parcel Number: 11-A-15, and 12-A-5
Address: North of Columbia Road and west of Boston Hill Road, and
approximately 1.1 miles northeast of Trice’s Lake
Election District: 1
Existing Zoning: A-2
Proposed Zoning: A-2 with CUP
Size: Parcel acreage – approximately 1,066 acres; Solar Project
acreage – 780 acres; Solar Array acreage – 500-acres
Existing land uses: Agricultural
Comp. plan area: None
Overlay districts: None

Surrounding Area Information:

<u>Direction</u>	<u>Adjacent existing uses</u>	<u>Adjacent zoning</u>	<u>Adjacent Comp. Plan Area (2013)</u>
North	Agricultural/Residential	A-2	Not located in a growth area
South	Agricultural/Residential	A-2	Not located in a growth area
East	Agricultural/Residential	A-2	Not located in a growth area
West	Agricultural/residential	A-2	Not located in a growth area

Background Information and Summary of Request:

SunTribe Development, LLC, on behalf of Boston Hill Solar, LLC, has submitted an application for a conditional use permit for a utility-scale solar facility, transmission switchyard and transformer substation on approximately 780 acres on two parcels in Cartersville.

This proposed project will generate up to one hundred fifteen (115) megawatts AC of electricity across two (2) parcels, as well as a transmission voltage generation tie-line within the boundary of the project. The operational lifespan of the project is estimated at forty (40) years. There will be multiple new and existing access roads to the project area due to its size. All existing and proposed access roads, drives, turnout locations and parking areas shall conform to VDOT requirements.

The electricity generated from the PV panels is connected by above and below ground cabling to inverter stations where it is converted from direct current (DC) to alternating current (AC). The inverters are then connected to transformers that set up the power to medium voltage for on-site collection. Those medium voltage circuits combine the power from the arrays and bring it to the substation which will step up the power to transmission voltage. A generation tie-line within the project footprint will bring the power to the point of interconnection at the transmission switching station which will be located adjacent to the existing Dominion 230kV transmission line.

The interconnection of this proposed project will occur on the Dominion Bremo – Cartersville 230kV Transmission system via a Dominion owned switching station on the project parcel.

The applicant and the County are currently negotiating a siting agreement for this project.

Consistency with the 2013 Comprehensive Plan:

Utility-scale solar energy facilities are currently not addressed in the 2013 Comprehensive Plan. As part of planned updates, these facilities will be addressed.

The applicant provides that the proposed project will compliment several objectives of the Comprehensive Plan including:

Natural Resource Objective #3: Preserve Cumberland County’s high air quality for the use and enjoyment of current and future residents by:

- a. Fulfilling the County’s objective to amend county ordinances, regulations and policies to accommodate alternative forms of energy such as small-scale residential wind turbines, solar panels and other technologies.
- b. Develop countywide policy to reduce energy usage in county facilities and promote the conservation of energy.

Economic Development Objective #1: Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services by:

- a. Support the county’s economic development strategy with incentives to attract desired business and tax revenue

- b. Support the county's economic development strategy with marketing efforts and county branding to target desired businesses such as data centers and companies pursuing Green Energy goals

Economic Development Objective #4: To encourage the development of essential employment opportunities within Cumberland County for the resident workforce by:

- a. Provide appropriate infrastructure (water, sewer, telecommunications, and electrical power) to support basic industry in the Cumberland Courthouse area and other areas zoned for business and industry where infrastructure can be feasibly extended.
- b. Provide training opportunities for the development of the local labor force through public schools and through other local and regional workforce development programs.

Consistency with the Zoning Ordinance:

Pursuant to Section 74-702, the following standards shall be considered by the Planning Commission and Board of Supervisors as part of reviewing a conditional use permit application.

The following standards shall be used as guidelines by the planning commission and board in acting upon conditional use permit applications:

1. That the establishment, maintenance and operation of the use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
2. That the use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted; not diminish and impair property values in the neighborhood.
3. That the establishment of the use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the district as to cause a substantial depreciation in the property values within the neighborhood.
5. That adequate utilities, access roads, drainage or necessary facilities have been provided.
6. That ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for.
7. That off-street parking and loading areas where required with particular attention to the items in subsection (a)(1) of this section and the economic noise, glare or odor effects of the special exception on adjoining properties generally in the district are adequately provided for. Lighting: Lighting must not produce glare or spillover onto adjacent properties.
8. That the refuse and service areas, with particular reference to the items in subsection (a) (1) and (2) of this section are adequately provided for.
9. That appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for.

10. That any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect
11. That required yards and other open spaces are adequately provided for.
12. That the proposed use is compatible with adjacent properties and other property in the district.
13. That an adequate supply of light and air to adjacent property is adequately provided for.
14. That the uses, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of supervisors.

The applicant provides that their application addresses the steps taken to meet or exceed these requirements.

Pursuant County ordinance § 74-583, utility-scale solar energy facilities are permitted in the A-2 zoning district classification, subject to obtaining a conditional use permit. Also pursuant to County Ordinance § 74-2. (1-22) All such facilities shall be subject to the following standards.

1. Certain solar facilities exempt. Solar facilities dedicated primarily to the production of electricity for another facility located on the site and solar facilities permitted by Code of Virginia, § 15.2-2288.7 shall not be subject to the conditional use permit requirements.
2. Site plan required. Solar facilities must be developed in accordance with an approved site plan that meets the standards of Sec. 74-1103 “Site plan contents” of Cumberland County Code.
3. Approved solar components. Electric solar system components must have a UL listing or equivalent.
4. Distribution lines. To the extent reasonably practical, all new distribution lines to any building, structure, or utility connection shall be located underground (trenched) to the extent permitted by the electric company.
5. Compliance with building code. All active solar facilities shall meet all requirements of the Virginia Uniform Statewide Building Code as well as all federal and state statutes, codes, regulations, and ordinances; and shall be inspected by the Cumberland County Building Official.
6. Land Disturbance. A land disturbance plan shall be prepared by an engineer, submitted by the applicant, and approved by the Commonwealth of Virginia Department of Environmental Quality and the Peter Francisco Soil & Water Conservation District prior to any land disturbance. The owner or operator shall construct, maintain and operate the project in compliance with the approved plan. An E&S bond (or other security) will be posted for the construction portion of the project.
7. Utility notification. No grid tied photovoltaic system shall be installed until evidence has been submitted to the planning department that the owner has been approved by the utility company to install the system.
8. Setbacks. With the exception of poles and lines necessary to connect to the power grid, the perimeter of the system shall be located at least fifty (50) feet from the property line of any adjoining parcel owned by any landowner other than the owner of the parcel on which the solar facility is being proposed; at least one hundred (100) feet from the nearest inhabitant residence at the time of the initial application; and at least one hundred (100) feet from any public road.

9. Height. With the exception of the lighting, poles, and lines necessary to connect to the power grid, the height of structures and arrays in the system shall be ground mounted and not exceed fifteen (15) feet as measured from grade at the base of the structure to the apex of the structure.
10. Security fencing. The solar facility shall be enclosed around the perimeter by a security fence with a minimum height of six (6) feet.
11. Liability insurance. The applicant shall provide proof of adequate liability insurance for a solar facility prior to the issuance of a zoning or building permit. This shall be provided to the Zoning Administrator.
12. Signage. No signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address, physical E-911 address, and emergency contact information.
13. Noise. Inverter noise shall not exceed fifty (50) dBA, measured at the facility property line.
Applicant Response:
14. Vegetative screening. A vegetative buffer yard shall be required. The vegetative buffer yard shall meet one or more of the following set of requirements:
 - a. Forty (40) feet wide with:
 - i. Four (4) canopy trees per one hundred (100) linear feet
 - ii. Six (6) understory trees per one hundred (100) linear feet
 - iii. Eleven (11) evergreen trees per one hundred (100) linear feet

The use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements.

15. Maintenance. Native grasses or any non-invasive species shall be used to stabilize the site for the duration of the facility's use. Site access, buffer areas, and all landscaping shall be maintained to a level acceptable to Cumberland County. The project owner shall be responsible for maintaining the solar facility and access roads.
16. Decommissioning/Abandonment/Decommissioning Plan/Bond Required. The system owner and the owner of the land on which the solar facility is located shall be responsible and liable, jointly and severally, to begin removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months.

All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (a) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (b) the system owner or landowner have continuously maintained the land and facilities in good condition.

Every charge authorized by this section which remains unpaid shall constitute a lien against the property on which a solar facility is located ranking on a parity with liens for unpaid county taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

A decommissioning plan shall be prepared by the Professional Engineer and shall include the following: (a) the anticipated life of the project; (b) the estimated decommissioning cost and how such cost is determined; (c) the manner in which it is to be decommissioned; and (d) surety or a bond posted prior to obtaining a land disturbance permit for the duration of the project. Such surety or bond may include any salvage value derived from the old facility.

The decommissioning plan must provide for the removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that the ground is again tillable and suitable for agricultural purposes. Disturbed earth shall be graded and reseeded. Hazardous material shall be disposed of in accordance with federal and state law.

17. Glare. The solar facility shall be installed so that no reflected glare is visible at the property line adjacent to a public road.
18. FAA Requirements. Any solar facilities located within five (5) nautical miles of any airport shall meet all FAA requirements.
19. Lighting. All outdoor lighting shall be shielded to direct light and glare onto the system's premises.
20. Wetlands. Wetlands shall be inventoried, delineated, and avoided.
21. Access. The County Administrator, Building Official, or Zoning Administrator, or any other parties designated by those County officials, shall be allowed to enter the property at any reasonable time to check for compliance with the provisions of this permit. Furthermore, access shall be granted without notice if the security, health and safety standards and regulations that apply to the project site pose a risk.
22. Change in ownership or operator and activities. The owner and operator shall provide a written notice to the County Administrator and Zoning Administrator in the event of any change in ownership, change in the operator, inactivity, or modifications to equipment or activities on site, excluding general maintenance.

Additional considerations for conditions.

To preserve and protect county view sheds and resources, to protect the health, safety and welfare of the community, and to otherwise advance the purpose and intent of this article, the following non-exhaustive list of additional criteria may be considered by the planning commission and the board of supervisors in addressing whether to recommend or grant a permit, and what conditions to impose on any permit for an energy generation facility:

- The topography of the site and the surrounding area.
- The proximity of the site to, observability from, and impact on urban and residential areas.
- The proximity of the site to other energy facilities and utility transmission lines.
- The proximity of the site, observability from and impact on areas of scenic significance and of historical, cultural and archaeological significance.
- The proximity of the site, observability from and impact on public rights of way to include all roads, recreational and state facilities.
- The preservation and protection of wildlife and pollinator habitats and corridors.
- The size of the site.
- The proposed use of available technology, coatings and other measures for mitigating adverse impacts of the facility.
- The encouragement of economic development activities that provide desirable employment or the enlargement of the tax base.
- The preservation and protections of prime farmland and forestland in the county, provided that:
 1. "Prime farmland" shall have the meaning assigned to it by the Natural Resource Conservation Service of the United States Department of Agriculture.

2. If no more than ten percent of the site is prime farmland; this consideration will be waived.

The enumeration of these criteria shall not prohibit the planning commission or the board of supervisors from considering other factors deemed relevant to a specific special use permit applicant based on the details of the application. Nothing herein shall limit in any manner the nature and scope of reasonable conditions that may be recommended by the planning commission or imposed by the board of supervisors.

Public Notification:

Notice was published in *The Farmville Herald* on November 2, 2022 and November 9, 2022.

Adjoining property owners were sent a notice for the public hearing via first class mail on October 28, 2022.

The applicant held a community meeting on May 16, 2022, at the Cartersville Ruritan building where approximately 30 community members attended. The community concerns were said to have been addressed during the meeting and were followed up with phone calls. The applicant received an email with concerns from an adjoining property owner. Taking these concerns into consideration, the applicant has voluntarily provided a significant buffer with established mature hardwoods, far exceeding the county's requirements, between the project and this adjoining property owners' parcels.

The Planning Commission held a workshop with the applicant on September 12, 2022, where the applicant invited the Commission to visit the site of the proposed project. The site visit was conducted on October 6, 2022. The Commission held a public hearing on this application and sends this application to the Board of Supervisors with a unanimous recommendation of approval.

Recommendation:

Should the Board of Supervisors wish to approve the request, staff recommends the following conditions:

1. Site plan required. Solar facilities must be developed in accordance with an approved site plan that meets the standards of Sec. 74-1103 "Site plan contents" of Cumberland County Code.
2. Approved solar components. Electric solar system components must have a UL listing or equivalent.
3. Distribution lines. All new distribution lines to any building, structure, or utility connection shall be located underground (trenched).
4. Compliance with building code. All active solar facilities shall meet all requirements of the Virginia Uniform Statewide Building Code as well as all federal and state statutes, codes, regulations, and ordinances; and shall be inspected by the Cumberland County Building Official.

5. Land Disturbance. A land disturbance plan shall be prepared by an engineer, submitted by the applicant, and approved by the Commonwealth of Virginia Department of Environmental Quality and the Peter Francisco Soil & Water Conservation District prior to any land disturbance. The owner or operator shall construct, maintain and operate the project in compliance with the approved plan. An E&S bond (or other security) will be posted for the construction portion of the project.
6. Utility notification. No grid tied photovoltaic system shall be installed until evidence has been submitted to the planning department that the owner has been approved by the utility company to install the system.
7. Setbacks. With the exception of poles and lines necessary to connect to the power grid, the perimeter of the system shall be located at least fifty (50) feet from the property line of any adjoining parcel owned by any landowner other than the owner of the parcel on which the solar facility is being proposed; at least one hundred (100) feet from the nearest inhabitant residence at the time of the initial application; and at least one hundred (100) feet from any public road.
8. Height. With the exception of the lighting, poles, and lines necessary to connect to the power grid, the height of structures and arrays in the system shall be ground mounted and not exceed fifteen (15) feet as measured from grade at the base of the structure to the apex of the structure.
9. Security fencing. The solar facility shall be enclosed around the perimeter by a security fence with a minimum height of six (6) feet.
10. Liability insurance. The applicant shall provide proof of adequate liability insurance for a solar facility prior to the issuance of a zoning or building permit. This shall be provided to the Zoning Administrator.
11. Signage. No signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address, physical E-911 address, and emergency contact information.
12. Noise. Inverter noise shall not exceed fifty (50) dBA, measured at the facility property line.
13. Vegetative screening. A vegetative buffer yard shall be required. The vegetative buffer yard shall meet one or more of the following set of requirements:
 - a. Forty (40) feet wide with:
 - i. Four (4) canopy trees per one hundred (100) linear feet
 - ii. Six (6) understory trees per one hundred (100) linear feet
 - iii. Eleven (11) evergreen trees per one hundred (100) linear feetThe use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements.
14. Maintenance. Native grasses or any non-invasive species shall be used to stabilize the site for the duration of the facility's use. Site access, buffer areas, and all landscaping shall be maintained to a level acceptable to Cumberland County. The project owner shall be responsible for maintaining the solar facility and access roads.

15. Decommissioning/Abandonment/Decommissioning Plan/Bond Required. The system owner and the owner of the land on which the solar facility is located shall be responsible and liable, jointly and severally, to begin removing all obsolete or unused systems, facilities and equipment within six (6) months of cessation of operation and shall have them fully removed within twelve (12) months.

All components are to be recycled whenever feasible. Reasonable extensions of that time may be granted from time to time by the Zoning Administrator upon timely application and a showing that (a) the system owner and/or landowner are actively seeking sale or lease of the solar facilities for future operation, or (b) the system owner or landowner have continuously maintained the land and facilities in good condition.

Every charge authorized by this section which remains unpaid shall constitute a lien against the property on which a solar facility is located ranking on a parity with liens for unpaid county taxes and enforceable in the same manner as provided in Code of Virginia, §§ 58.1-3940 et seq. and 58.1-3965 et seq., as amended.

A decommissioning plan shall be prepared by the Professional Engineer and shall include the following: (a) the anticipated life of the project; (b) the estimated decommissioning cost and how such cost is determined; (c) the manner in which it is to be decommissioned; and (d) surety or a bond posted prior to obtaining a land disturbance permit for the duration of the project. Such surety or bond may include any salvage value derived from the old facility.

The decommissioning plan must provide for the removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that the ground is again tillable and suitable for agricultural purposes. Disturbed earth shall be graded and reseeded. Hazardous material shall be disposed of in accordance with federal and state law.

16. Glare. The solar facility shall be installed so that no reflected glare is visible at the property line adjacent to a public road.
17. FAA Requirements. Any solar facilities located within five (5) nautical miles of any airport shall meet all FAA requirements.
18. Lighting. All outdoor lighting shall be shielded to direct light and glare onto the system's premises.
19. Wetlands. Wetlands shall be inventoried, delineated, and avoided.
20. Access. The County Administrator, Building Official, or Zoning Administrator, or any other parties designated by those County officials, shall be allowed to enter the property at any reasonable time to check for compliance with the provisions of this permit. Furthermore, access shall be granted without notice if the security, health and safety standards and regulations that apply to the project site pose a risk.

21. Change in ownership or operator and activities. The owner and operator shall provide a written notice to the County Administrator and Zoning Administrator in the event of any change in ownership, change in the operator, inactivity, or modifications to equipment or activities on site, excluding general maintenance.
22. Preservation and protection of wildlife and pollinator habitats and corridors. In an effort to mitigate impacts, landscaping and buffering shall be of native species, and use existing, mature vegetation. Pollinator species should be used as ground cover beneath the panels where feasible.
23. Conditional Use Permit Expiration: Construction or operation shall be commenced within one (1) year after applicants' receipt of all necessary Federal, State, and Local permits, but no later than five (5) years after the date of conditional use approval, or the use permit becomes void.

Respectfully submitted by:
Stephany S. Johnson, CZA
Planning Director | Zoning Administrator



Conditional Use Permit Application
Boston Hill Solar
Cumberland County, Virginia

Submitted By: **Sun Tribe Development, LLC on behalf of
Boston Hill Solar, LLC**

107 5th Street SE

Charlottesville, VA 22902

Submitted To: **Cumberland County, Virginia
Planning and Zoning Department**

1 Courthouse Circle

Cumberland, VA 23040

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Project Proposal

This application for a Conditional Use Permit (“CUP”) is submitted to Cumberland County (the “County”) by Boston Hill Solar, LLC, (the “Applicant”), wholly owned by Sun Tribe Development (“Sun Tribe”). This application is to construct up to a 115 megawatt photovoltaic (“PV”) solar energy system across 2 parcels as well as a transmission switchyard and voltage generation tie line located within the boundary of the project. The entire project is in the Cartersville District of Cumberland County (the “Boston Hill Solar Project” or the “Project”). The operational lifespan of the Project is estimated at 40 years.

The Project is located north of state route 690 Columbia Road and west of state route 605 Boston Hill Road. The project is located 1.1 miles northeast of Trices Lake. As mentioned above, the Point of Interconnection is located within the project boundary. The project is located entirely in the Cartersville District of Cumberland, Virginia.

Option to Lease Agreements (the “Option Agreements”) have been established to allow the Applicant to develop and construct up to a 115 MW_{AC} solar array. The Option Agreements apply to the project area, consisting of 1,066 acres. The solar facility will only use a portion of the project area. **Appendix H** presents details regarding landowners and parcels participating in the project. See **Appendix B** and **Appendix C** for the concept plan and related maps depicting existing and proposed site features.

The Project parcels are currently zoned Agricultural (A-2) and have historically been taxed under land use. It is, and has historically been, utilized for forestry and timber production. Structures within the project boundary will be removed but those that are located outside the Project will remain.

The Project is in the James River and Chesapeake Bay Watersheds. Although the Project will remove existing vegetation and replace it largely with managed turf, the Project’s unique use does not impact water quality to the extent that traditional impervious development would, due to limited site access and increased infiltration between module rows. In addition, this Project will have an engineered stormwater plan that meets all state and local regulations. In addition, the Applicant proposes to plant native wildflowers and other pollinator plantings where practical on a portion of the site, which will further improve water and nutrient cycling onsite, while also providing a beneficial habitat for local pollinator species.

The Boston Hill Solar Project will provide an increase in direct, indirect, and induced revenue to Cumberland County. The County will also achieve a significant increase in tax revenue from the Project through the permitting and operation of the facility while requiring minimal to no use of County services such as water, wastewater, schools, and other infrastructure.

The Project will be constructed and operated in accordance with all applicable Federal, State, and Local building codes and regulations.

About Sun Tribe Development

As Sun Tribe’s provider of large-scale renewable energy solutions, Sun Tribe Development partners with landowners, local governments, and leading utilities as they move towards a cleaner energy future. With an emphasis on quality, community-focused projects, Sun Tribe Development specializes in sustainable solar solutions. Sun Tribe Development has built one of the most experienced teams in the business, with over 20 gigawatts of collective renewable energy experience. For more information about Sun Tribe Development, see **Appendix A**.

Compliance with A-2 Zoning Ordinance

The parcels within the Project are zoned as Agricultural District (“A-2”). The Cumberland County Code of Ordinance, Sec. 74-133 (31), allows for Utility-scale solar energy facilities in A-2 Zoning by Conditional Use Permit.

The proposed Conditional Use Permit boundary utilizes approximately 950 acres of the project parcel’s 1,066 acres and the project are anticipated to require an estimated 800 acres for the solar array itself. Additional acreage is intended for stormwater and buffering to maintain water quality. The unused parcel acreage outside solar arrays and fencing will be kept in its current condition, with forested vegetation being preserved wherever practicable.

Construction of Boston Hill Solar ensures that the parcels that encompass the 1,066 -acres will remain protected from more intensive future development. At the end of the Project’s life, the solar installation will be removed, and the property returned to its current condition as per the Decommissioning Plan included as **Appendix E**.

According to Sec. 74-702 (a) of the Cumberland Zoning Ordinance, a Conditional Use Permit may be granted if the application meets the criteria below. This application addresses the steps taken to meet or exceed the following requirements:

1. **That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.**
2. **That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.**
3. **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**
4. **That adequate utilities, access roads, drainage or necessary facilities have been or are being provided.**
5. **That ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for.**
6. **That off-street parking and loading areas where required with particular attention to the items in subsection (a)(1) of this section and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district are adequately provided for.**

7. That appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for.
8. That any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect.
9. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the board of Supervisors.

Consistency with Comprehensive Plan

As per VA Sec. 15.2-223, Cumberland has developed a Comprehensive Plan, dated August 13, 2013, to assist in guiding development decisions. Sun Tribe has reviewed that Plan and believes Boston Hill Solar conforms to and helps to fulfill the goals and objectives pursued by the County.

According to the Goals and Objectives section of the Comprehensive plan this project will directly compliment several of the County's Objectives including the following:

Natural Resources Objective #3 Preserve Cumberland County's high air quality for the use and enjoyment of current and future citizens by:

- a. Fulfilling the County's objective to amend county ordinances, regulations and policies to accommodate alternative forms of energy such as small-scale residential wind turbines, solar panels and other technologies.
- b. Develop countywide policy to reduce energy usage in county facilities and promote the conservation of energy.

Economic Development Objective #1 Encourage the overall strengthening and diversification of the economic base of Cumberland County to provide a sound tax base and to support the provision of needed public services by:

- a. Support the county's economic development strategy with incentives to attract desired business and tax revenue.
- b. Support the county's economic development strategy with marketing efforts and county branding to target desired businesses such as data centers and companies pursuing Green Energy goals.

Economic Development Objective #4 To encourage the development of essential employment opportunities within Cumberland County for the resident workforce by:

- b. Provide appropriate infrastructure (water, sewer, telecommunications, and electrical power) to support basic industry in the Cumberland Courthouse area and other areas zoned for business and industry where infrastructure can be feasibly extended.
- c. Provide training opportunities for the development of the local labor force through the public schools and through other local and regional workforce development programs.

Public Need and Benefit

Direct Revenue to the County

Cumberland County will benefit directly from the project through increased tax revenue in the form of real property tax, personal property taxation, and indirect tax and revenue contributions.

Currently, parcels included in the Cumberland Project contribute just under \$11,006 annually to the Cumberland County tax base in the form of real property tax. After construction of the solar project, we anticipate County revenue from real estate tax to increase due to higher valuation of the project parcels as well as rollback tax penalties due when the parcel is removed from its current land use designation.

Per the County’s decision to not enter into a Siting Agreement, Boston Hill Solar is obligated to pay a Revenue Share over the life of the Project. In addition to taxes on real property outlined above, personal property and rollover taxes will be required, totaling between \$13 - 14 million over the life of the project. Compared to the current tax base for this parcel, which would be expected to result in approximately \$515,000 over the next 40 years, this Project represents an increase of 20 times the current tax revenue received from the parcels.

Boston Hill Solar requires virtually no public services or expenditure. Unlike other types of development, it will not have any significant draw on public resources such as schools, emergency services, or roadways after construction. Because of this, the benefits of the additional tax revenue are amplified by the lack of additional public costs necessary to support them.

Economic Development

In addition to direct revenue from taxes, the Boston Hill Solar Project will provide additional benefit in the form of indirect and induced revenue. These include jobs directly attributable to the facility, local spending on materials and services related to the project, and money spent in local area restaurants, stores, and accommodations during construction. Examples of the job creation during the engineering and construction of the solar facility are jobs such as surveyors, timber clearing, fence and mechanical installers, electricians, and equipment operators. Use of local services will be prioritized during project development and construction.

Sun Tribe is a Virginia-based company supporting jobs within the state and paying local and state taxes. We value the community that has helped us grow and we take pride in building responsibly in our home state. We have also partnered with Solar Hands-On Instructional Network of Excellence. **(SHINE)** which is public-private partnership founded by Southside Virginia Community College (SVCC), Chesapeake Solar & Storage Association. (“CHESSA”), leading solar developers, construction companies, energy consulting & recruiting firms, and tech companies to build innovative solar career pathways in Virginia.

Environmental Protection

Boston Hill Solar will also have a positive effect on Cumberland’s environment. Unlike fossil fuel energy sources, a solar energy installation produces no emissions to create energy and deliver it onto the grid. This results in an estimated 527,000 Metric Tons of carbon dioxide equivalent offset annually – the equivalent emissions of 114,000 gasoline-powered passenger vehicles or the

energy use of 67,000 homes. In addition, solar energy reduces certain pollutants that are harmful to human health including sulfur dioxide (SO₂), nitrous oxide (NO_x) and particulate matter (PM_{2.5}). In this way, Boston Hill Solar will help to make the air cleaner, while also helping to meet Virginia's clean energy goals.

Quantification and Mitigation of Potential Development Impacts

Public Infrastructure

Boston Hill Solar will provide a tax base to Cumberland County that is not accompanied by a burden on County services such as schools, roadways, or other public utilities, including gas water and sewer. At the conclusion of the approximately 18 -month construction timeline, visits to the site will be limited to a few times a month with more frequent visits during the vegetation growing season. There will be no permanent staff on site requiring the use of water or sewer infrastructure or other public facilities.

Neighboring Parcels

The Project will mitigate impacts on neighboring parcels by utilizing adequate setbacks per the Zoning Ordinance. SEC. 74 -2 (8). Naturally occurring vegetative screening will be maximized and paired with additional vegetative buffering as necessary. **See Appendix H** for list of adjacent landowners.

A community meeting was held on Monday May 16 , 2022, at the Cartersville Ruritan Club located at 2168 Cartersville Rd, Cartersville, VA 23027 . An invitation was sent to all project participants and adjacent landowners via Certified US Mail. Approximately 30 community members attended the meeting with constructive discussions lasting for about an hour and a half. The limited community concerns were addressed during the meeting and were followed up with phone calls. We fielded several emails from a concerned neighbor and addressed his questions promptly. Taking this neighbor's possible concerns into consideration we have established a voluntary exclusion zone that exceeds county setback standards. This exclusion zone will provide a significant buffer with established mature hardwoods between the project and his adjacent parcels.

Visual

Recognizing the importance of Cumberland's scenic and rural character, great care has been taken to design Boston Hill Solar to ensure it is adequately screened from neighboring properties and roadways. This is accomplished by adhering to all setback requirements, maintaining mature vegetative buffering in place where available, and supplementing with additional native vegetation buffering where appropriate.

In addition, there will be no signage on site, except for that required for safety, security, or the requirements of the interconnecting utility.

Finally, existing slopes, mature vegetation, and supplemental vegetation will further reduce the visual impact to adjacent parcels. Preliminary visual simulations will be provided and presented during the permitting process.

Vegetative Screening will adhere to the requirements set out in SEC. 74 -2 (14). of the Zoning Ordinance. Additional buffering required based on the visual impacts of the project or as required by the Planning Commission or Board of Supervisors will be adhered to as a condition of approval for a Conditional Use Permit. Required buffers shall be placed or preserved between any required fencing and adjoining properties and/or adjacent rights-of-way. Buffering or vegetative screening will meet or exceed the following:

- 1) Forty (40) feet wide with:
 - a) Four (4) canopy trees per one hundred (100) linear feet
 - b) Six (6) understory trees per one hundred (100) linear feet
 - c) Eleven (11) evergreen trees per one hundred (100) linear feet

- 2) The use of existing, healthy, well-formed canopy trees, understory trees, evergreen trees, and shrubs shall be maximized wherever practical to comply with these vegetative buffer requirements. **See Appendix C**, for vegetative buffer planting details.

Glint and Glare

Solar panels are designed to capture light, rather than reflect it and each module is covered in anti-reflective coating to further mitigate any reflectivity coming off their surface. Research shows solar panels produce less glare than standard residential window glass, snow, concrete, or standard farm ponds.

Using the Federal Aviation Administration's Notice Criteria Tool, which takes into consideration the Project Site latitude, longitude, horizontal datum, site elevation, and structure height, it was determined that Boston Hill Solar introduces no risk to air traffic and no further glint and glare study is necessary. A copy of the FAA Notice criteria Letter and Glint & Glare Scope of Work can be found in **Appendix F and G respectively**.

Noise

An operating solar facility produces negligible noise when operating. Any noise produced by the operating facility becomes virtually inaudible at approximately one-hundred and fifty (150) feet from the noise-producing components. These noise-producing components, such as inverters, and tracker motors have few moving parts and do not produce noise at levels that will be heard from adjacent properties.

During construction of the facility, there will be a short-term increase in noise levels in the immediate area surrounding the site. It is estimated construction will take 18 months. However, noise-producing construction activities will occur during short increments of time throughout the construction schedule and will not be ongoing. Noise-producing construction activities will be

limited to daytime hours. The Applicant wishes to be a good neighbor and will work with the County and adjacent landowners to minimize any impact construction noise may have on the surrounding community.

Lighting

The Applicant recognizes and appreciates the need to preserve the County's natural night skies. To that end, any lighting installed at Boston Hill Solar will comply with all applicable sections of the Cumberland County Code of Ordinance.

Generally, solar arrays do not require permanent lighting. Unless the Ordinance requires it, lighting will not be included with the solar component of the Project. Safety and security lighting is generally utilized at project substations and transmission switchyards, but any required lighting will be directed downward and away from adjacent residences and roads.

Water Resources

Boston Hill Solar will be designed to avoid or minimize impacts to waterways onsite and downstream of the Project. Both water quality and quantity will be considered and protected as the facility design progresses. In addition, this project will consume minimal water to produce electricity and maintain the facility. The concept plan presented in Appendix B has been thoughtfully sited to maintain setbacks and create buffers from surface waters and provide adequate space for stormwater and erosion sediment control measures. The permitting of the proposed ~1066 acres provide flexibility for detailed engineering to minimize cut and fill while optimizing the site for energy and environmental performance.

Water resource protection is closely tied to land use and ground cover as activities upstream have an impact on the downstream environment. While the Project proposes tree clearing, it also proposes establishment of additional visual vegetative buffers and healthy vegetative cover under the proposed PV panels including native species. The establishment and maintenance of healthy ground cover both during and after the construction phase will be heavily monitored and emphasized as the first step in water quality protection, in addition to the temporary erosion and sediment control and permanent stormwater Best Management Practices (BMPs) that will be implemented in accordance with County and DEQ guidance. Vegetation in all areas outside the Project Limits of Disturbance (LOD) will be untouched and preserved.

Quantification of Potential Impacts on Environmental Features

Wildlife

As part of the environmental due diligence performed on the Cumberland Solar Project Site, the Applicant engaged with the industry-expert consulting firm Timmons Group to determine the likelihood of encountering any species on the State or Federal lists of Threatened and Endangered Species.

Based on the results of the desktop review, a comprehensive field habitat study will be conducted on site in conjunction with the wetland delineation to determine if species identified in the State and Federal databases have potential habitat present within the Cumberland Solar Project. Timmons deemed low likelihood of occurrence of T&E species, with potential impacts listed below

Common Name	Scientific Name	Status	Agency Source
Mammal			
Northern Long-eared Bat	<i>Myotis septentrionalis</i>	Federal Threatened State Threatened	USFWS
Mussel			
Atlantic Pigtoe	<i>Fusconaia masoni</i>	Federal Protected State Threatened	VDWR
Green floater	<i>Lasmigona subviridis</i>	State Threatened	VDWR
Butterfly			
Monarch butterfly	<i>Danaus plexippus</i>	Candidate	USFWS

The Desktop Due Diligence Memorandum can be viewed as **Appendix D**.

Cultural and Historical Resources

Timmons Group was retained to conduct a comprehensive desktop review which determined if any known historical and archaeological resources were present on the Project or within a one-half-mile buffer surrounding the Project. According to the VCRIS database, there are five architectural resources and one archaeological resource that intersect with the Site boundary. One architectural resource (DHR ID 024-0033) “The Brick House” has been evaluated for listing on the National Register of Historic Places (NRHP) and the Virginia Landmarks Register (VLR) and has been determined to be Eligible. Another architectural resource (DHR ID 071-5720) has been determined to be Not Eligible for listing. The remaining architectural resources have not yet been evaluated for listing on the NRHP and VLR.

The Desktop Due Diligence Memorandum can be viewed as **Appendix D**.

The Applicant will engage a licensed archeological firm to conduct additional cultural resource studies as needed. If potential impacts to historical and cultural resources are identified, the Applicant will coordinate with the Virginia DHR through the Permit by Rule process to assess those impacts and develop any necessary mitigation plans. The results of any studies will be provided to the County once complete.

Streams and Wetlands

A desktop review of streams and wetlands was conducted, and can be found in Appendix C. As a next step, a wetland delineation will be performed on site to identify all streams and wetlands within the Project area. The Project will be designed to limit impacts on identified streams or wetlands to the extent practical, such as the impacts associated with access road crossings. Wetlands and surface water will be protected and buffered according to the Army Corps of Engineers, federal, state and county requirements and the topography of the site is such that larger buffers will be provided across much of the site.

The Project will be developed and constructed in conformance with all applicable federal, state, and local laws and regulations, including the Chesapeake Bay Act, Clean Water Act, and Virginia DEQ Stormwater Management Program Regulations.

Facility Considerations

Equipment Design

The Boston Hill Solar Project will be up to 115 MW_{AC} photovoltaic solar electric power generation facility.

The Project will utilize photovoltaic (PV) panels to convert the sun's energy into electricity (direct current, "DC"). The PV panels are electrically connected and mechanically mounted on racking equipment made from metal framing driven into the ground. The racks are oriented in rows along a north-south axis. These rows of panels use motors to rotate east-west following the sun's path each day facing east in the morning, horizontal midday, and west in the afternoon. This single axis tracking mechanism produces more energy as compared to a fixed-tilt racking system using a similar footprint and reduces the occurrence of glint and glare. Additionally, the industry is largely moving toward bifacial modules, meaning that both sides of each panel are used to produce energy. This increases total energy generation and improves plant efficiency.

The electricity produced by the panels is connected by above and below ground wiring to inverter stations where it is converted from direct current to alternating current. The inverters are then connected to transformers that step up the power to medium voltage. Those medium voltage circuits aggregate the power from arrays and bring it to the project substation which will have equipment necessary for isolation and control of the plant as well as one or more main power transformers which will step up to transmission voltage. A generation tie line within the project footprint will bring the power to the point of interconnection at the transmission switching station, located adjacent to the existing Dominion 230 kV transmission line.

All the equipment utilized for the Project will be UL listed (or equivalent) and the design will comply with latest adopted versions of the National Electric Code and National Electrical Safety as applicable. Meters, overcurrent protection, safety switches, and combiner boxes will be utilized as necessary. The exact manufacturer and type of equipment and associated design is subject to change based on future availability, pricing as well as technology improvement seen every year in this growing industry.

Interconnection

Interconnection of the Boston Hill Solar Project will occur on the Dominion Bre mo - Cartersville 230 kV Transmission System via a utility-owned switching station on the project parcel. The project has secured all land control necessary between the solar array parcels and the point of interconnection.

An interconnection request was filed with PJM in 2021, and the project is currently in the PJM study process which will result in an Interconnection Agreement.

Project Site Access

Access to the Project will occur through multiple new and existing gravel access roads. Locations are depicted in the drawing set in Appendix B. Several small additional roads will be installed within the Project to allow access to all site equipment. Minimum impact to traffic is expected during construction. Once operational, there will be no daily staff at the Project Site, and site visits are expected to be limited to approximately two times per month. Additional Traffic and Route Evaluation Studies can be found in **Appendix I**

All existing and proposed access roads, drives, turnout locations, and parking requirement shall conform to VDOT requirements in the underlying zoning district.

Fencing and Security

All system components will be enclosed in a perimeter fence of not-less-than 7 feet in height as required by the National Electric Code (NEC). When practical, non-adjacent system component areas will be fenced individually to allow for natural wildlife corridors through the Project. The fencing will serve to prevent unauthorized personnel from entering the Project and will protect the system components from damage by wildlife. A locked gate will be installed to allow for ingress and egress of authorized personnel.

Temporary fencing will be installed, as necessary for safety and security, during construction. Access will be limited to authorized personnel, including designated County officials.

Fencing, or other methods of ensuring public safety, will be used in accordance with Sec. 74 -2 (10) of the Cumberland County Code.

Signage

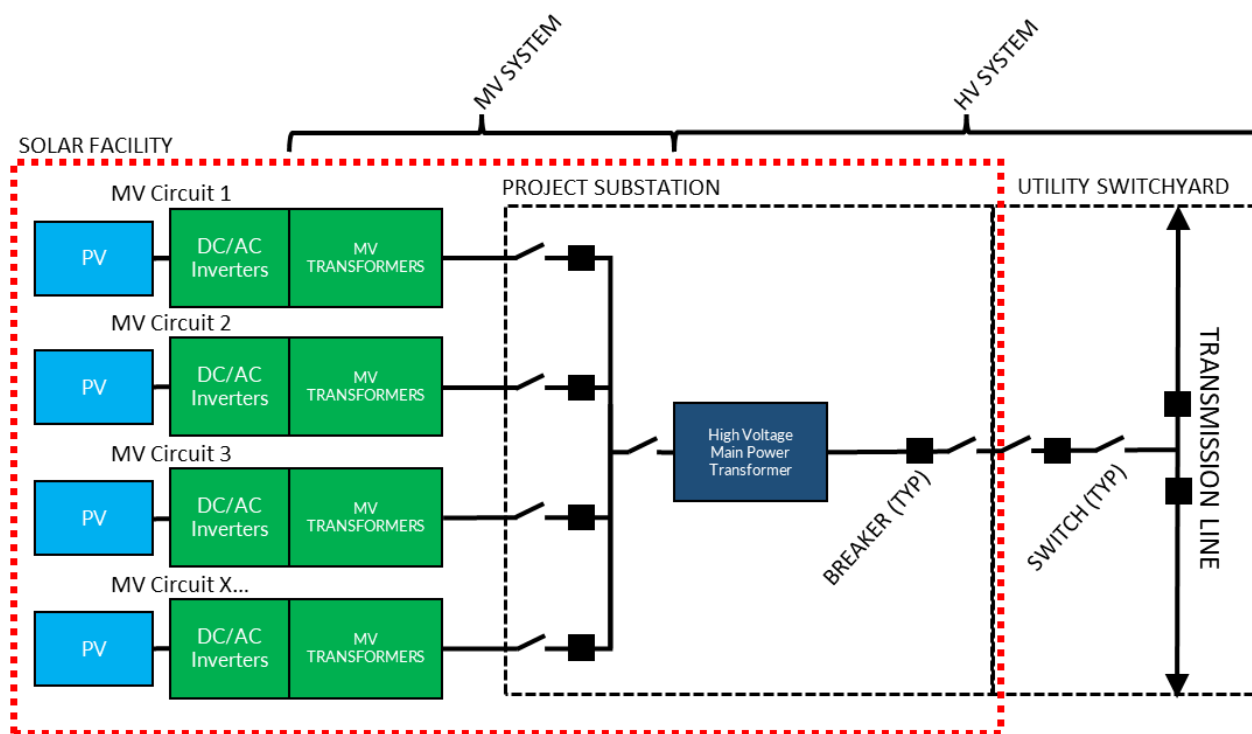
Safety and security signs will be located as required by applicable NEC and NESC codes regulations. Temporary instructional or safety signs will be posted during construction, as appropriate and necessary. Per Sec. 74-2 (10) of the Cumberland County Code, no signage is allowed on the solar facility fencing except for a sign, not to exceed thirty-two (32) square feet, displaying warnings, the facility name, address, physical E-911 address, and emergency contact information.

Project Substation

The project substation transmits power from the solar array to the utility switchyard where the power is then injected to the grid. The project substation acts as a hub with the sub-arrays as spokes, aggregating both power (Medium Voltage (MV) Circuits) and data circuits enabling the remote monitoring and operation of the plant. The project substation and utility switchyard act as an important safety component by isolating and disconnecting circuits and substation components for operation and maintenance. Ultimately a single High Voltage (HV) circuit leaves the substation and goes to the utility switchyard. The substation does not and will never be a point from which utility service circuits would originate from as it only serves the project and the medium voltage power circuits derived from the solar array to be permitted under this application.

Utility Switchyard

The utility switchyard will be constructed, owned, and operated by the transmission operator, in this case Dominion Energy Transmission. It acts as the interface between the project and the transmission grid. The transmission voltage circuit from the project substation enters the switchyard where there are switches and breakers to give the utility the ability to isolate the project from the grid. In addition, the switchyard creates a break in the transmission line giving the utility operator flexibility in the operation of the grid and the ability to locally isolate sections of their transmission line on either side of the project when appropriate. The block diagram below is meant to be a graphic representation of the narrative that follows.



Facility Permitting

Stormwater Management Plan

The Applicant will coordinate with the DEQ, as the designated Storm Water Management Program for review and approval of Boston Hill Solar's stormwater management plan. The Project will be engineered to meet or exceed all requirements for stormwater management and the installation will be inspected regularly over the life of the project to ensure measures perform as designed.

Erosion and Sediment Control

Boston Hill Solar will comply with all applicable erosion and sediment control laws and regulations. Best Management practices utilized on site will be designed specifically to prevent the discharge of sediment and other pollutants into nearby streams and wetlands. The Applicant will coordinate with Cumberland County, as the designated Erosion and Sediment Control Program ("VESCP") Authority, on submittal and review of the Project's erosion and sediment control plans.

Prior to construction, an approved erosion and sediment control plan will be implemented for the entire project and erosion and sediment control bond will be provided.

Local Building and Electrical

The Applicant will adhere to all County building and electrical codes. The Applicant will coordinate with the County to secure all applicable building and electrical permits prior to start of construction.

Permit By Rule

All renewable energy generating facilities in the Commonwealth of Virginia must complete requirements set forth under the Department of Quality Permit by Rule ("PBR") process. The PBR process provides a streamlined method for cultural and environmental permitting of renewable energy projects. PBR incorporates reviews from DEQ, DWR, Department of Conservation and Recreation ("DCR"), and DHR to identify and mitigate potential impacts a project may have to the state's natural, wildlife, cultural, and historical, resources. Any identified impacts must be sufficiently mitigated to receive approval under the PBR process. A mitigation plan and operating plan outlining how the Applicant will avoid environmental and cultural impacts are also required. A 30-day review and public comment period (including a public community meeting) must occur prior to the permit submittal.

EQ recommends submittal of the project's Notice of Intent (NOI) to complete the PBR process after local land use approval has been secured. However, Applicant will begin initial discussions with DEQ prior to local land use approval in order to coordinate with applicable agencies and ensure compliance with all federal, state, and local laws and regulations.

The Applicant will submit a NOI for the Cumberland Solar Project to DEQ upon approval of a Conditional Use Permit. The Applicant will update Cumberland County staff on permit progress

through the PBR process. A complete permit will be forwarded to the County once approved by DEQ.

Facility Construction

Construction of the Boston Hill Solar project is expected to take approximately 18 months and contingent on an Interconnection Agreement.

An experienced construction manager will coordinate, direct, and manage all logistical and workforce aspects of construction of the facility. It is estimated that there will be approximately 200 to 300 personnel onsite daily during construction, with some construction activities requiring fewer personnel to be on site. Personnel will park only in designated areas within the Project during construction of the facility.

On-site construction activities fall into the following main categories:

- Civil & Environmental: Temporary erosion and sediment control Best Management Practices (BMPs), permanent stormwater management BMPs, internal site road construction, construction entrances and material laydown area
- Fence: Permanent fence surrounding Project
- Mechanical: Racking foundation pile driving, metal racking assembly, and solar panel installation
- Electrical: Mounting of electrical equipment, trenching, and installation of conduit and wire

Materials and equipment necessary to construct Boston Hill Solar will be manufactured off site but will be delivered to the Project by truck. Trucks delivering project materials will be both staged and unloaded on the Project site. Major materials that may be stored on site prior to installation include PV modules, inverters, racking, steel posts, and spooled wire. Other materials that typically arrive by truck for more immediate installation include fencing, conduit, concrete, reinforcing steel, wire management hardware, transformers and switchgear, communication equipment, and other electrical components. Temporary gravel construction laydown and parking areas are depicted conceptually in **Appendix B**. The detailed construction plan will include phasing considerations to minimize disturbed area during construction. Construction will aim to seed or mulch disturbed areas immediately upon bringing the site to grade and will ensure both temporary and permanent seeding and other stabilization requirements are met. Individual erosion control measures will not be removed until approved by a county inspector.

Facility Operations and Maintenance

Solar generating facilities such as Boston Hill Solar are monitored and operated remotely. The facility will be monitored 24/7 for performance and safety. Boston Hill Solar's remote monitoring system will alert project personnel of any system fault/failure. The interconnecting utility, Dominion, will also have remote monitoring systems in place to notify of non-standard operations. In the event of any issue, operations personnel will be dispatched to the facility to take appropriate actions to assess and restore the facility.

Ongoing maintenance of facility components will occur at regular intervals and using the protocols prescribed by the equipment manufacturer. All maintenance activities will adhere to NFPA 70E safety standards.

All vegetative areas in and around the Project will be maintained by a qualified grounds maintenance crew.

Facility Decommissioning

At the time the Project permanently ceases operations, the Project Owner (“the Owner”) will provide notice to the Zoning Administrator of the abandonment or permanent discontinuance of the facilities and initiate the process of obtaining any permits or other approvals required to disconnect the Project from the utility power grid and remove, recycle, repurpose or otherwise dispose of Project components. The Project proposes to safely remove the relevant components within twelve (12) months from receipt of the above referenced permits and approvals.

The proposed decommissioning sequence includes:

- Disconnect the Project from the utility power grid in accordance with the requirements of the utility or other distribution or transmission system owner as applicable.
- Remove solar panels, foundations, racking, electrical components, cabling and other associated facilities to a depth not less than thirty-six (36) inches below grade.
- Recycle, repurpose, or otherwise dispose of equipment and materials in accordance with applicable permit requirements and in a manner that complies with local, state and federal regulations.
- Decommissioning activities may exclude the removal of select roads, driveways, fences, and other real property improvements that the landowner requests be left in place for future use.

Existing vegetation and buffering will remain in place to the extent they do not obstruct or otherwise interfere with removal of the facilities. Surfaces utilized by the Project will be restored to as near normal grade and level as is reasonably practicable, and disturbed areas will be re-seeded and stabilized. Decommissioning is designed to restore the property to a condition similar to the condition that existed prior to the Project’s construction.

The Applicant has developed a Preliminary Decommissioning Plan. Prior to Project construction the Owner will enter into a written agreement with the County to enable the County to decommission the facility in the event the Owner is not able to or otherwise fails to do so. This agreement will be developed in accordance with State regulation 15.2-2241. 2 and will give the County access to decommissioning funds through a decommissioning bond if the need arises. The Project’s Preliminary Decommissioning Plan can be viewed in **Appendix E**.

Attachment Contents

Appendix A – Sun Tribe Development Information

Appendix B – Preliminary Site Plan

Appendix C – Timmons Map Set

Appendix D – Environmental Diligence Review Letter

Appendix E – Decommissioning Plan

Appendix F – FAA Notice Criteria

Appendix G – Glint and Glare Analysis SOW Letter

Appendix H – CUP Applications and Landowner Documentation

Appendix I – Traffic and Route Evaluation Study

Appendix A – Sun Tribe Development Information



Building Solar. Reimagining Tomorrow.



About Sun Tribe

With nearly 80 employees, over 100 projects completed or under development, and an award-winning track record of innovation and implementation, Sun Tribe is one of the fastest growing clean energy companies in the Mid-Atlantic United States. Thanks to an experienced, in-house team of development, engineering, financial, regulatory, procurement, and construction experts, Sun Tribe serves as a comprehensive energy advisory and delivery company for our client-partners.

Whether building the first solar array to sit on an abandoned coal mine in Virginia's history, powering the first 100 percent solar school district East of the Mississippi, installing solar on flagship state government buildings, or working with Fortune 200 companies to help meet their sustainability goals, Sun Tribe specializes in creating a brighter energy future through long-lasting, sustainable partnerships.

Sun Tribe is home to two thriving companies: Sun Tribe Solar (on-site solutions) and Sun Tribe Development (utility-scale solutions). Sun Tribe is headquartered in Charlottesville, Virginia.

About Sun Tribe Development

As Sun Tribe's provider of large-scale renewable energy solutions, Sun Tribe Development partners with Fortune 500 companies, landowners, governments, and leading utilities as they move towards a cleaner energy future. With an emphasis on high quality, community-focused projects, Sun Tribe Development specializes in sustainable solar solutions.

Sun Tribe Development has built one of the most experienced teams in the business, with over 5GW of collective renewable energy experience. Previously, team members have developed and built solar facilities in 20 states for the United States Navy, United States Air Force, Dominion Energy, Georgia Power, Gulf Power, Duke Energy, the Tennessee Valley Authority, PSEG, Exelon, AEP, Pacific Power, Idaho Power, and Entergy.

Our Commitment

At Sun Tribe Development, we know from experience that success comes from a **community-focused** process that promotes local agriculture, embraces the character of rural areas, and protects land for future generations. We're committed to building **high-quality solar projects** worth celebrating – projects that receive national recognition and local support. And we're proud of our record of building strong, sustainable relationships with landowners.

On every solar project we're involved with, we ask a simple question: **how can we respect the community and help landowners be a good neighbor?** It starts with holding ourselves to the highest standard possible – ensuring that our projects go above and beyond what's necessary and focus on what's right



Our Full Team

Working with Sun Tribe Development, you'll get to know our team well. We're selective about the projects we take on, and value the reputation we've earned as high-character renewable energy leaders.

But we don't work alone.

Standing behind our efforts is one of the most experienced, dedicated groups of professionals you'll find anywhere – from engineers to construction managers to finance experts, Sun Tribe is capable of meeting the needs of any of our partners. And with **nearly 80 team members** all based in Charlottesville, Virginia, we're ready to make every project we engage with a success.

Contact Information

Please reach out to us. We look forward to speaking with you.

Tony Deyerle–Project Developer

tony.deyerle@suntribedevelopment.com

107 5th Street SE

Charlottesville, VA 22902



Appendix B – Preliminary Site Plan

Appendix C – Timmons Map Set

Appendix D – Environmental Diligence Review Letter

August 12, 2022

Anthony Deyerle
Sun Tribe Development
107 5th Street SE
Charlottesville, VA 22902

RE: Boston Hill Solar – Desktop Due Diligence Memorandum

Dear Mr. Deyerle,

Timmons Group has completed an analysis and report of desktop environmental and cultural resource databases for the Boston Hill Solar project, a proposed electric solar power generation facility. The project encompasses approximately 1,066.2 acres and the easement parcel encompasses approximately 137.5 acres; the project is located in Cumberland County, Virginia (see Figure 1: Vicinity Map). The study was developed as a preliminary planning tool to help identify potential constraints and to assist in planning the proposed Boston Hill Solar (Site). The study consists of the following components:

- GIS Data and Base Mapping
- Threatened and Endangered Species
- Cultural Resources

This comprehensive review of publicly available environmental mapping and database resources will assist in identifying local, state, and federally regulated resources that have the potential to significantly impact the feasibility of the Site.

I. GIS Data and Base Mapping

Timmons Group has compiled readily available database information from geographic information systems (GIS) to prepare mapping exhibits included in the Figures and Attachments to this narrative. These figures include a Vicinity Map, an Environmental Inventory Map, an Aerial Topographic Map, a Hydric Soils Map, and a Constraints Map. A summary of these exhibits is provided below.

Shaded Relief and Aerial Topographic Map

Topographic data is sourced from the VGIN LiDAR and shows areas of topographic relief on the site. Elevations range from a low of approximately 108 feet in the central portion of the Site to a high of approximately 315 feet in the northwest. See Figure 2 Shaded Relief Map and Figure 3: Aerial Topography Map.

Environmental Inventory Map

The Hydric Soils Map and Environmental Inventory Map show mapped wetland, stream, floodplain, and soil data from several data sets including the National Wetland Inventory from the U.S. Fish and Wildlife Service, National Hydrography from the USGS, FEMA's National Flood Hazard Layer, and Natural Resource Conservation Service. Hydric soils are present on the Site in addition to various wetlands and stream systems. In total, there are 102.9 acres of National Wetlands Inventory (NWI) wetlands within the project limits. Please note that wetland and stream data represented on this figure is approximated from database information and is subject to field verification through completion of a wetland delineation. See Figure 4: Hydric Soils Map and Figure 5: Environmental Inventory Map.

Constraints Map

The Constraints Map compiles all the mapped data reviewed to identify potential constraints to development including required property line setbacks; mapped floodplain data, wetlands, waterbodies and streams; identified easements; cultural resource data. Noted on the Constraints Map are slopes greater than 15%. Though not typically considered a development constraint, we believe that slopes in the 15% range will be challenging to develop. This map summarizes known constraints based upon publicly available data; however, it is important to note that actual constraints will ultimately be identified through field verification and further studies. Space allowance for infrastructure including erosion and sediment control and stormwater management will need to be incorporated into site design as further information refines the development area available within the property. See Figure 6: Constraints Map.

II. Threatened and Endangered Species Database Search

An endangered species review was conducted to gain insight regarding the potential presence of Endangered Species Act (ESA) listed species as well as State listed species onsite or in the vicinity of the Site. The following agencies and associated databases were reviewed for threatened and endangered species:

- U.S. Fish and Wildlife Services (USFWS) – Information, Planning and Consultations system (IPaC)
- Virginia Department of Wildlife Resources (VDWR) – Wildlife Environmental Review Map Service (WERMS)
- Virginia Department of Wildlife Resources (VDWR) – Virginia Fish and Wildlife Information Service (VaFWIS)
- Virginia Department of Wildlife Resources (VDWR) – Northern Long Eared Bat (NLEB) Winter Habitat and Roost Tree Locator
- Virginia Department of Wildlife Resources (VDWR) – Little Brown Bat and Tri-colored Bat Winter Habitat & Roosts Locator
- Virginia Department of Conservation and Recreation (VDWR) – Natural Heritage Data Explorer (NHDE)
- Virginia Department of Environmental Quality (VDEQ) – Coastal Geospatial and Education Mapping System (GEMS)
- Center for Conservation Biology (CCB) – VaEagles Nest Locator
- U.S. Fish and Wildlife Services (USFWS) – Bald Eagle Concentration Areas

The comprehensive database search determined there is the potential for three species with federal and/or state protection to occur within the project area (see Attachment 1: Threatened and Endangered Database Searches). The potentially present species and their associated databases are listed below in Table 1.

Table 1. Threatened and Endangered Species Potentially Present at Boston Hill Solar

Common Name	Scientific Name	Status	Agency Source
Mammal			
Northern Long-eared Bat	<i>Myotis septentrionalis</i>	Federal Threatened State Threatened	USFWS
Mussel			
Atlantic Pigtoe	<i>Fusconaia masoni</i>	Federal Threatened State Threatened	VDWR VDCR
Green floater	<i>Lasmigona subviridis</i>	State Threatened	VDWR
Butterfly			
Monarch butterfly	<i>Danaus plexippus</i>	Candidate	USFWS

According to the USFWS IPaC results, the federally and state threatened northern long-eared bat (NLEB) (*Myotis septentrionalis*) has the potential to occur on the Site. Based upon a review of available information, in particular the VDWR NLEB Winter Habitat and Roost Tree Locator, there are no known maternity roosts

or hibernacula located within or in close proximity to the Site. Based on VDWR VaFWIS database, the species has not been observed within the site or within the two-mile buffer around the site. Under the USFWS NLEB final 4(d) rule, incidental take of the NLEB is not prohibited but the USFWS reserves the right to request additional studies or information during consultation with federal permitting agencies. As there are no known hibernacula or roost trees within 0.25 miles or 150 feet, respectively, the Site may choose to implement voluntary conservation measures to reduce the likelihood of incidental takes by conducting tree removal activities outside of the pup season (June 1 – July 31). The USFWS recently issued a proposal to elevate the NLEB from threatened to endangered. The proposed reclassification, if finalized, would remove the current 4(d) rule protections (as these rules may be applied only to threatened species) and projects completed after the reclassification is finalized may require USFWS consultation and/or a mandatory time of year restrictions (TOYR) for tree clearing, which may be from April 1 – November 14. The final reclassification decision is expected to be issued in late 2022 and would go into effect upon issuance.

According to the VDWR and VDCR search results, the federally and state threatened Atlantic Pigtoe (*Fusconaia masoni*) has the potential to occur on the Site. The Atlantic Pigtoe inhabits minimally polluted, medium to large fast-moving streams with sandy and gravelly bottoms. Within those streams, it is often found on the downstream side of riffle structures. The James River is listed as Threatened and Endangered waters for the Atlantic Pigtoe and is located at the eastern edge of the two-mile buffer around the Site. Agency coordination will likely be required if federal permits are needed. VDCR recommends, but does not require, an inventory for rare freshwater mussels in the Willis River, which is a tributary of the James River and flows through the Site. The potential TOYR for instream work is May 15 – July 31.

According to the VDWR search results, the state threatened green floater (*Lasmigona subviridis*) has the potential to occur on the Site. The green floater is typically found in medium-sized streams with pools and eddies, and sandy or gravelly bottoms; it is intolerant of flooding or droughts. The James River is listed as Threatened and Endangered waters for the green floater and is located at the eastern edge of the two-mile buffer around the Site. Agency coordination will likely be required if federal permits are needed. The potential TOYR for instream work is April 15 – June 15 and August 15 – September 30.

According to the USFWS IPaC results, the monarch butterfly (*Danaus plexippus*) has the potential to occur on the Site. The monarch butterfly is a candidate species, but it is not currently listed as federally or state threatened or endangered. Monarch butterflies are found across North America and are broken into two populations separated by the Rocky Mountains. Milkweed is the host plant of this species, and the monarch butterfly relies on this plant to complete its lifecycle. As the species is not listed as threatened or endangered, there is no time of year restrictions for this species, but USFWS recommends protective measures to enhance the butterfly habitat, including planting pollinator habitat.

According to the VDWR Little Brown Bat and Tri-colored Bat Winter Habitat & Roosts Locator, the little brown bat (*Myotis lucifugus*) and tri-colored bat (*Perimyotis subflavus*) do not have hibernacula within range of the Site.

According to VDCR, the Willis River-Boston Hill Rd Stream Conservation Unit (SCU) is located within the Site. The SCU has a biodiversity significance ranking of B4, representing moderate significance. The natural heritage resource associated with this SCU is the SP-Middle James-Willis Third Order Stream Aquatic Natural Community. VDCR recommends the implementation of and strict adherence to applicable state and local erosion and sediment control/storm water management laws and regulations, establishment/enhancement of riparian buffers with native plant species and maintaining natural stream flow. VDCR recommends the development of an invasive species management plan for the Site and the planting of native pollinator species. The current activity will not affect any documented state-listed plants or insects, and there are no State Natural Area Preserves under DCR's jurisdiction in the project vicinity.

Information provided by VDEQ Coastal GEMS indicates that the Site is not located in part or in whole within a Coastal Area Protection Zone (CAPZ).

A search of known bald eagle nest locations/concentration areas utilizing the VDWR VaFWIS database, the CCB website, and USFWS Bald Eagle Concentration Areas mapping tool indicates there are no bald eagle nests and no bald eagle concentration designated areas in the vicinity of the Site.

III. Cultural Resources Search

Timmons Group conducted a Virginia Department of Historic Resources (VDHR) database search for the project area and a one-half mile (0.5mi) buffer surrounding the Site. An exhibit showing the approximate location of the Site with known architectural and archaeological resources from the Virginia Cultural Resource Information Services (VCRIS) database is included in Attachment 2: VCRIS Database Search.

According to the VCRIS database, there is one architectural resource that intersects with the Site boundary. The Willis River Navigation (VDHR ID 024-0052) borders the Site and is within the Site boundary in some areas. This resource has not yet been evaluated for placement on the National Register of Historic Places (NRHP) and Virginia Landmarks Register (VLR).

Eight architectural resources and three archaeological resources intersect with the one-half mile buffer around the Site. One resource (DHR ID 024-0036) is listed on the NRHP and VLR. Two adjacent architectural resources are eligible for listing on the NRHP and VLR. Two architectural resources are Not Eligible for placement on the NRHP and VLR. The remaining resources have not yet been evaluated for placement on the NRHP and the VLR. Additional information is provided in Table 2, below.

Table 2. Cultural Resources within 0.5 mile of Boston Hill Solar

DHR ID	Name	Location	Status
Architectural Resources			
024-0052	Willis River Navigation	Onsite	Not Evaluated
024-0014	Morningside	Adjacent	Eligible
024-0031	Oakland	Adjacent	Eligible
024-0036	Clifton	Nearby	NRHP Listing VLR Listing
024-0071	Willis River Bridge	Nearby	Not Eligible
024-0110	Boston Branch Bridge	Nearby	Not Evaluated
024-0370	House, Route 605	Nearby	Not Evaluated
024-0371	House, Route 605	Nearby	Not Evaluated
024-5001	Bridge, Columbia Road	Nearby	Not Eligible
Archaeological Resources			
44CM0018	Open air terrestrial	Nearby	Not Evaluated
44CM0026	Open air terrestrial	Nearby	Not Evaluated
44CM0103	Submerged	Nearby	Not Evaluated

Clifton (VDHR ID 024-0036) is listed on the NRHP and VLR. Clifton was the home of Carter Henry Harrison who wrote the Instructions for Independence presented to the Virginia Convention of May 1776. The Cumberland Instructions were one of the first declarations publicly approved. Clifton is an outstanding example of a mid-eighteenth-century plantation house.

IV. Summary and Conclusions

Results of the desktop study show that there are environmental features and constraints to be aware of on the Site.

If work is proposed in wetlands or waters of the U.S., then Section 401 and Section 404 Clean Water Act Permits will be required. Submittal of a Section 404 Clean Water Act Permit will provide a federal nexus that will trigger a review of threatened and endangered species and cultural resources that could further impose timeline restrictions or reduce the developable footprint of the project. Similarly, review of a PBR

application by the state will trigger a review of threatened and endangered species and cultural resources at the Site.

The Site will not likely affect any known Northern Long-eared Bat areas as there are no known maternity roosts or hibernacula located within or in close proximity to the Site. The Site may choose to implement voluntary conservation measures for the Northern Long Eared Bat by conducting tree removal activities outside of the pup season (June 1 – July 31). This recommendation may change if the USFWS elevates the status of the NLEB from threatened to endangered. Additionally, the Site may choose to implement time of year restrictions for instream work for the green floater and Atlantic Pigtoe. The monarch butterfly also has the potential to be present within the vicinity of the Site; however, this species is not listed and has no time of year restriction. An overview of the potential time of year restrictions can be found in Table 3.

Table 3. Possible Time-of Year Restrictions by species.

Species	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Northern Long-eared Bat						■	■					
Atlantic Pigtoe					■	■	■					
Green Floater				■	■	■	■	■	■			

Twelve cultural resources are located within a one half-mile search buffer. A site conditions assessment by a registered historian is recommended to better understand the level of work required for a Phase I Cultural Resources Assessment.

We appreciate the opportunity to present this preliminary analysis for planning purposes. Please note that threatened and endangered database searches must be current (data accessed within six months) to be considered by reviewing agencies.

If you have any questions, please contact me at (804) 489-5973 or jillian.frazier@timmons.com or Rick Thomas at (804) 200-6446 or rick.thomas@timmons.com.

Sincerely,



Jillian Frazier
GIS Specialist



Rick Thomas
Principal

Figures and Attachments

- Figure 1 Vicinity Map
- Figure 2 Shaded Relief Map
- Figure 3 Aerial Topography Map
- Figure 4 Hydric Soils Map
- Figure 5 Environmental Inventory Map
- Figure 6 Constraints Map

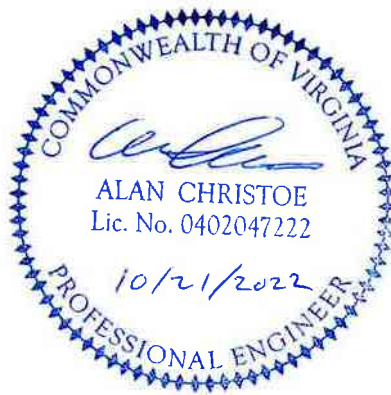
- Attachment 1 Threatened and Endangered Species Database Searches
- Attachment 2 Cultural Resources Search

Appendix E - Decommissioning Plan



Boston Hill Solar
Decommissioning Plan
Cumberland County, VA

Date: 10/20/2022



This cost estimate was not based on detailed construction drawings, but is typical for a project of this size and type. The listed equipment quantities are subject to change based on the actual installed facilities.

Prepared For:



Boston Hill Solar
Decommissioning Plan

CLIENT NAME	Boston Hill Solar, LLC.
PROJECT NAME	Boston Hill Solar
LOCATION	Columbia Rd, Cartersville, Cumberland County, Virginia
PROJECT	Solar PV Electric Generating Facility

Rev.	Date	Description	Prepared	Checked	Approved
0	8/12/2022	Released for Client Use	NBF	JD	AC
1	10/20/2022	Address Updated	LBW	AC	AC

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1 Introduction

Boston Hill Solar (the "Project") is a solar PV electric generation facility ("Facility") up to 115 MWac proposed by Boston Hill Solar, LLC (the "Project Owner"). The Project will be located off of Columbia Rd. (no address assigned yet), near the town of Cartersville, Cumberland County, Virginia. The project area will span approximately 840 acres and will connect to 115 kV transmission line Switchyard owned by Dominion Energy, adjacent to the project site.

This Decommissioning and Restoration Plan ("Plan") has been prepared to address the requirements of the Cumberland County Solar Ordinance. The Project will also comply with any applicable municipal, state and federal regulations. The Plan assumes decommissioning and restoration will occur at the end of the Project's expected useful life of forty (40) years. An overview of all activities related to the removal of the Project's equipment and panels, appurtenant structures, and for restoration of the site to its previous condition (as much as reasonably practicable) can be found in the Plan.

Within 12 months of initiating the decommissioning, the Project Owner will safely have the relevant components removed from the land and will then restore the site as described below.

This Plan lays out the procedures for restoring the site to its original use, based on the recent historical land use of the property or other economical land uses as desired by the relevant landowner, at the end of the Facility's operational life. The Plan describes procedures for the removal of Facility components. The components of the Facility are described in detail in the Exhibit to the CUP application ("Conceptual Site Plan").

2 Project Components

The Conceptual Site Plan provides detailed information regarding the anticipated location and description of the Facility components. The Facility generally consists of the equipment and infrastructure listed below:

- Steel Piers and Racking;
- PV Panels;
- Inverters;
- Electrical Collection Lines;
- Access Roads;
- Fencing, Gating, and Safety Features;
- Operations and Maintenance (O&M) Building (TBD);
- Weather Stations; and
- Project Collection Substation.

3 Regulatory Compliance

Prior to the commencement of decommissioning, the Project Owner will perform the appropriate due diligence requirements and obtain the necessary Cumberland County, state, and federal approvals to complete decommissioning activities. To mitigate any environmental impact from decommissioning, the Project Owner will assess the necessary permits and approvals in the future regulatory environment to maintain regulatory compliance. Anticipated types of evaluations may include the following:

- Review of on-site jurisdictional status and potential impacts to wetlands and waterbodies to comply with the Clean Water Act;
- Consultation with the United States Fish and Wildlife Service to evaluate compliance with the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and any other relevant regulations at the time of decommissioning;
- Consultation with the Virginia Department of Environmental Quality for compliance with any pertinent state regulatory requirements;
- Completion of a Phase I Environmental Site Assessment in support of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) protection;
- Development and implementation of a Stormwater Pollution Prevention Plan (SWPPP);
- Cumberland County building, road, discharge, or erosion control permits (as necessary); and
- Special state or local hauling permits (as necessary).

4 Decommissioning

The Project will be decommissioned at the end of its useful life. When the Project Owner determines the Project is at the end of its useful life, or if the facility generates no electricity for a continuous period of six months. At least 60 days prior to the commencement of decommissioning activities, the Project Owner will notify the Cumberland County officials. The following general decommissioning activities will occur:

To occur before decommissioning begins:

1. Obtain required site permits from Authority Having Jurisdiction (AHJ)

Decommissioning Sequence:

2. Disconnect all utility grid power
3. Move all disconnects to the off position
4. Disconnect all above ground wirings, cables, and electrical connections
5. Remove all PV Modules
6. Remove inverters, mounting equipment, and posts
7. Remove all electrical switchgear, transformers, and their foundations

8. Remove Data Acquisition System (DAS) equipment, feeders, and conduit
9. Remove all above ground mounting equipment components and posts
10. Excavate and remove Underground feeders and conduit
11. Remove all MV feeders and utility poles
12. Removal of Collector Substation
13. Removal of weather station
14. Remove access road
15. Remove all fencing
16. Fill/Grade/Seed as needed

Some components may be left in place under certain circumstances. Electrical lines that will not impact future use of the Project Area (at least 3 feet in depth) may be left in place per renewable industry practices. Steel piles, where full removal is unattainable, may be cut and left in place at a depth of 3 feet or greater below the ground surface. Additionally, landowners may desire that certain improvements such as fencing, or access roads remain in place for their use. The Project Owner will obtain a written request from the landowner for any improvement to remain in place.

5 Materials, Recycling, and Disposal

Many components of the Facility, such as racking, wiring, piles, and panels, retain value over time. Panels, while slightly less efficient than when installed, may be reused elsewhere, or their components may be broken down and recycled. Recycling of solar panels and equipment is rapidly evolving and can be handled through a combination of sources such as certain manufacturers, e.g., PV Cycle (an international waste program founded by and for the PV industry), or waste management companies. More than 90 percent of the semiconductor material and glass can be reused in new modules and products. Other waste materials that hold no value will be recycled or disposed of via a licensed solid waste disposal facility.

6 Site Restoration

Following the completion of decommissioning activities, it is anticipated that the site will primarily be converted back to the pre-construction land uses. The land will be graded as necessary, though minimal grading is expected to be required, and decompacted to allow for productive agricultural use. Following completion of the decommissioning activities, the site will be reseeded as necessary with native grasses. Decommissioning of the Facility, including the removal of materials followed by site restoration, should be completed in approximately 12 months.

7 Decommissioning Cost Estimate

7.1 OPINION OF PROBABLE DECOMMISSIONING COST

Detailed Project Description: The Project is a single axis tracking solar electric generating facility, consisting of 27 modules per string, that will be located in Cartersville, Cumberland County, VA off of Columbia Rd (no address assigned yet) (Lat: 37.666668; Long: -78.156943).

Table 7-1: Estimated Decommissioning Cost:

PV Module Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
# Solar Panels 565 W	244,000	EA	\$5	\$1,220,000	Disassembly, Haul off-site
SUBTOTAL				\$1,220,000	
Foundations Structural Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
# Panel Support Steel Piles	33,136	EA	\$12	\$397,632	Disassembly, Haul off-site
# Panel Racks	9,037	EA	\$60	\$542,222	Disassembly, Haul off-site
SUBTOTAL				\$939,854	
Electrical Equipment Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
Inverter, 4.26 MW	28	EA	\$1,000	\$28,000	Disassembly, Haul off-site
MV Transformers, 4750 kVA	28	EA	\$4,000	\$112,000	Disassembly, Haul off-site
Tracker Motor	325	EA	\$15	\$4,875	Disassembly, Haul off-site
SUBTOTAL				\$144,875	
Electrical Wires Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
MV Conductor (20% removal)	192,000	FT	\$25	\$960,000	Removal, Excavation
DC/LC Conductor	206,000	FT	\$2	\$412,000	Removal, Non-Excavation
SUBTOTAL				\$1,372,000	
Collector Substation Removal	QUANTITY	UNITS	Unit Cost	Total	Comment
Circuit Breakers 34.5 kV	3	EA	\$7,500	\$22,500	Disassembly, Haul off-site
HV Circuit Breakers 115 kV	1	EA	\$10,000	\$10,000	Disassembly, Haul off-site
Substation Steel	1	LOT	\$235,000	\$235,000	Disassembly, Haul off-site
Foundation/Fence	1	LOT	\$110,000	\$110,000	Disassembly, Haul off-site
Main Power Transformers 115 - 34.5 kV 87/116/145	1	EA	\$60,000	\$60,000	Disassembly, Haul off-site
Substation Control House	1	EA	\$25,000	\$25,000	Disassembly, Haul off-site
Capacitor Bank (Size TBD)	1	EA	\$35,000	\$35,000	Disassembly, Haul off-site
SUBTOTAL				\$497,500	

Fence/land, Removal/Restoration	QUANTITY	UNITS	Unit Cost	Total	Comment
Fence Perimeter	53,000	FT	\$1	\$53,000	Disassembly, Haul off-site
Civil Site Remediation (disturbed area)	700	Acre	\$4,000	\$2,800,000	Restoration and Seeding
Storm Water Management Ponds	45	EA	\$3,000	\$135,000	Restoration
Mobilization, Engineering & Permitting				\$175,000	Budgeted
SUBTOTAL				\$3,163,000	

Summary of Cost Estimates	
PV Module Removal	\$1,220,000
Foundations Structural Removal	\$939,854
Electrical Equipment Removal	\$144,875
Electrical Wires Removal	\$1,372,000
Collector Substation Removal	\$497,500
Fence/land, Removal/Restoration	\$3,163,000
ESTIMATED GRAND TOTAL	\$7,337,229

Data Sources:

1. Material List and Quantities: Based on schematic design.
2. Unit Price Values: Based on R.S. Means and typical quantities for various components.

7.2 OPINION OF PROBABLE SALVAGE VALUE COST

There should be opportunity to reclaim metal scrap value from electrical equipment. Yard equipment such as bus work, circuit breakers, and power transformers contain a significant amount of conductive material such as copper and aluminum. Dead-end and other steel structures contain a significant amount of steel. Rubble from the foundation demolition and all other materials would be sent to landfill at cost. The scrap value of the substation is presented in Table 7-2.

Timmons Group considers that there is a resale market for substation transformers. Therefore, the transformer could be sold as operational second-hand equipment instead of being scrapped. This scenario has been considered.

Table 7-2 Estimated Salvage Value:

PV Module (At: \$.33/W before Removal and Hauling)	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 10% of New Cost
# Solar Panels 565W @ \$.33/W =\$186.45 less Hauling 20% = \$142 net	244,000	EA	\$150.00	\$36,600,000	\$3,660,000
SUBTOTAL					\$3,660,000
Foundations Structural (at:\$.20/LB after Removal and Hauling)	QUANTITY	UNITS	Estimated Weight LB.	Estimated Salvage Value	Estimated Salvage Value
# Panel Support Steel Piles	33,136	EA	100	\$0.20	\$662,720.00
# Panel Racks	9,037	EA	1,000	\$0.20	\$1,807,407.41
SUBTOTAL					\$2,470,127.41
Electrical Equipment	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 20% of New Cost
MV Transformers: 4,750kVA	24	EA	\$90,000	\$2,160,000	\$432,000
SUBTOTAL					\$432,000
Electrical Collector Substation	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 20% of New Cost
Circuit Breakers 34.5 kV	3	EA	\$35,000	\$105,000	\$21,000
HV Circuit Breakers 115 kV	1	EA	\$120,000	\$120,000	\$24,000
Substation Steel	1	LOT	\$1,400,000	\$1,400,000	\$280,000
Foundation/Trench/Conduit/Cable*	1	LOT	\$200,000	\$200,000	\$40,000
Main Power Transformers 115 - 34.5 kV 87/116/145 MVA	1	EA	\$1,600,000	\$1,600,000	\$320,000
Substation Control House	1	EA	\$450,000	\$450,000	\$90,000
Capacitor Bank (Size TBD)	1	EA	\$350,000	\$350,000	\$70,000
SUBTOTAL				\$4,225,000	\$845,000
Electrical Wires/cables	QUANTITY	UNITS	Estimated New Cost/Unit	Estimated New Total Cost	Estimated Salvage Value 10% of New Cost
MV Conductor (only 20% of total)	192,000	FT	\$35	\$1,344,000	\$134,400
DC/LC Conductor	206,000	FT	\$5	\$1,030,000	\$103,000
SUBTOTAL					\$237,400
Fence	QUANTITY	UNITS	Estimated Weight LB.	Estimated Salvage Value	Estimated Salvage Value/Including Removal
Fence Perimeter (1.3 lb. per square ft, 6ft height)	53,000	FT	413,400	\$0.45	\$93,015.00
Fence Post every 10 ft (9 ft length, 2.3 lb./Ft)	5,300	FT	142,644	\$0.45	\$32,094.90
SUBTOTAL					\$125,109.90

Summary of Salvage Values Estimate	
PV Module	\$3,660,000
Foundations Structural	\$2,470,127
Electrical Equipment	\$432,000
Electrical Wires	\$845,000
Electrical Collector Substation	\$237,400
Fence	\$125,110
ESTIMATED GRAND TOTAL	\$7,769,637

7.3 NET DECOMMISSIONING COST

The net decommissioning cost for the Project is calculated by subtracting the salvage value from the total of the disassembly and removal costs. As noted in Table 7-1 and Table 7-2 the total estimated decommissioning costs will be \$7,337,229 and Table 7-2 the total estimated salvage value of Project components will be \$7,769,637. The estimated net decommissioning cost will be a (\$432,408) positive return.

Summary of Estimate	
Estimated Decommissioning Cost	\$7,337,229
Estimated Salvage Value	\$7,769,637
ESTIMATED NET COST	(\$432,408)

Note: Negative values, in parenthesis, is positive returns to the Project.

7.4 DECOMMISSIONING ASSUMPTIONS

1. To develop a cost estimate for the decommissioning of the Project, Timmons Group made the following assumptions, with and costs were estimates based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. We developed time and materials-based estimates considering composition of work crews. When materials have a salvage value at the end of the project life, the construction activity costs, and the hauling/freight cost are separated from the disposal costs or salvage value to make future revisions to salvage values more transparent.
2. Decommissioning year is based on a 10-year initial period for the financial security. The projected life of the project is 40 years.
3. This Cost Estimate is based on the Timmons Group data request forwarded August 2022.
4. Common labor will be used for the majority of the tasks except for heavy equipment operation. Pricing is based on local Southeast US labor rates.

5. Permit applications required include the preparation of a Stormwater Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.
6. Road gravel removal was estimated on a time and material basis using a 16 foot width and an 8 inch thickness for the access roads. Substation aggregate is included in the substation quantities. Since the material will not remain on site, a hauling cost is added to the removal cost. Road aggregate can often be disposed of by giving to landowners for use on driveways and parking areas. Many landfills will accept clean aggregate for use as “daily cover” and do not charge for the disposal.
7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.
8. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road and surrounding all on-site wetlands.
9. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as \$500 per acre (based on previous bid prices), and revegetation on removed road area, which includes seed, fertilizer, lime, and care until vegetation is established is \$2,500 per acre. The majority of the project area is “over-seeded” since the decommissioning activities are not expected to eliminate the existing grasses and vegetation under the arrays or heavily compact the soils. Over-seeding does not include fertilizer and lime and is estimated at \$4,000 per acre.
10. Fence removal includes loading, hauling, and recycling or disposal. Fences and posts weigh approximately 2.3 pounds per foot.
11. Array support posts are generally lightweight “I” beam sections installed with a piece of specialized tracked equipment. Crew productivity is approximately 240 posts per day, and the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately \$12. We assume a cost of \$12.00 per post to include hauling fees and contingencies.
12. A metal recycling facility (FEA Salvage and Recycling) is located in Orange, Virginia and is relatively close to the project site. Steel scrap pricing was acquired from www.scrapmonster.com.
13. The solar panels rated 565 watts can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 12 panels per hour.
14. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic so the site turf establishment cost is based on RS Means unit prices for applying lime, fertilizer, and seed at the price of per acre plus an allowance for some areas to be decompact.

15. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed a 20% recovery of these units based on field experience with used transformers as opposed to trying to break them down into raw material components.
16. The underground collection lines are assumed to be aluminum conductor.
17. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

The estimated salvage values are derived from years of experience decommissioning and upgrading electric substations, overhead transmission and distribution hardware and underground distribution hardware that would include but not be limited to substation and pad mounted transformers, overhead and underground conductors, poles, fencing, ground grid conductors, control housings, circuit breakers (high and medium voltage), protective relaying, and other hardware items. These individual items have high salvage value either as stand-alone components to be reused or recycled and sold as used items. These items also have a relatively high salvage value as pure scrap for steel, copper and other commodities.

For all medium voltage transformers, breakers and other items, Southeastern Transformer Company in Dunn, NC provides complete repair, upgrading and recycling and resale for all items mentioned above. Their website is: <https://www.setransformer.com>. They have a national presence.

For any and all recycling and upgrading, Solomon Corporation offers the same set of services for transformer repair and recycling and complete substation decommissioning services. With seven different locations, Solomon is one of several vendors that can decommission and recycle the components as noted above. Their website is: <https://www.solomoncorp.com/>. Solomon Corporation is only one of many transmission and distribution recycle and decommissioning shops that do this mainly to harvest the components.

For recycling conductor, General Cable and Southwire both utilize extensive scrap procurement programs to reuse copper and aluminum conductor harvested from projects such as this one to supplement and reduce their raw material costs.

Here is the link to the General Cable program which only increases the salvage values found in this Plan: General Cable Recycling <https://es.generalcable.com/na/us-can/socialresponsibility/sustainability/recycling>

As for solar panels, they are in demand as salvageable items either in whole or for their raw material. According to the International Renewable Energy Agency (IRENA), more than 90% of all the materials are high grade silicon, aluminum and glass and are typically harvested to produce new panels. This is far less expensive than buying unprocessed raw materials for production.

The base industry assumption is that since solar panels are expected to retain about 75% of their production capability after 35 years of use, a salvage value of 10% of original cost is a low estimate of their expected value and as we note in assumption. This considers possible technology improvements and undervalues the anticipated salvage value of the panel's raw materials. The Solar Energy Industries Association (SEIA) has an approved set of PV recycling vendors that specialize in doing this today and they can be found at: <https://www.seia.org/initiatives/seia-national-pv-recycling-program>.

First Solar, which has been active in the solar industry since its inception, takes solar modules and recycles 90% of the semiconductor material which is then reused in new modules. 90% of the glass product can be reused as new glass products, including panels and fiber optic cable. We can conclude that realistically the estimated 10% salvage value is low and reflects a conservative figure. Information about First Solar's recycling program is at: <http://www.firstsolar.com/en/Modules/Recycling>.

8 Financial Assurance

The Project Owner will post a financial surety as required by the Cumberland County zoning ordinance. Based on industry trends, the projected and actual costs of decommissioning are expected to go down over time based on improvements both to best practices in calculating these costs and the decommissioning process itself. The Project Owner will reevaluate decommissioning costs with a qualified engineering consultant every five years during the life of the Project.

Appendix F – FAA Notice Criteria

August 11, 2022

John Marier
Boston Hill Solar, LLC
107 5th Street, SE
Charlottesville, VA 22902

Re: Boston Hill Solar

Dear Mr. Marier,

Capitol Airspace assessed the proposed Boston Hill Solar project ([Figure 1](#)) located in Cumberland County, Virginia to determine if proposed solar array, transmission structures, or construction equipment would exceed notice criteria defined by 14 CFR Part 77.9. These notice criteria have been established by the Federal Aviation Administration (FAA) to ensure that structures that exceed certain heights or are near airports are reviewed by the FAA to determine if they would pose a hazard to air navigation.

The criteria states that structures with a planned height greater than 200 feet above ground level (AGL) must be submitted to the FAA for aeronautical study. In addition, structures that exceed a 100:1 (run:rise) slope within 20,000 feet of a public use airport runway (longest runway greater than 3,200 feet in length), 50: 1 slope within 10,000 feet of a public use airport runway (longest runway less than 3,200 feet in length), or 25:1 slope within 5,000 feet of a public use heliport landing area must also be submitted to the FAA for aeronautical study.

In addition to 14 CFR Part 77.9 notification criteria, Capitol Airspace also evaluated “instrument approach areas” incorporated by reference in FAA Order 7400.2N. Proposed structures that exceed 14 CFR Part 77.9 notification criteria or instrument approach areas must be submitted to the FAA for aeronautical study.

Based on the location information provided by Boston Hill Solar, LLC, the proposed Boston Hill Solar project is located outside 14 CFR Part 77.9(b) notification surfaces and FAA Order 7400.2N instrument approach areas ([Figure 1](#)). Additionally, the proposed structure heights are below 200 feet AGL and would not exceed 77.9(a) notice criteria. Therefore, notice is not required for the Boston Hill Solar project.

Please direct any questions regarding the findings of this analysis to [Marie Ramos](#) or [Sophia Bullard](#) at (703) 256-2485.

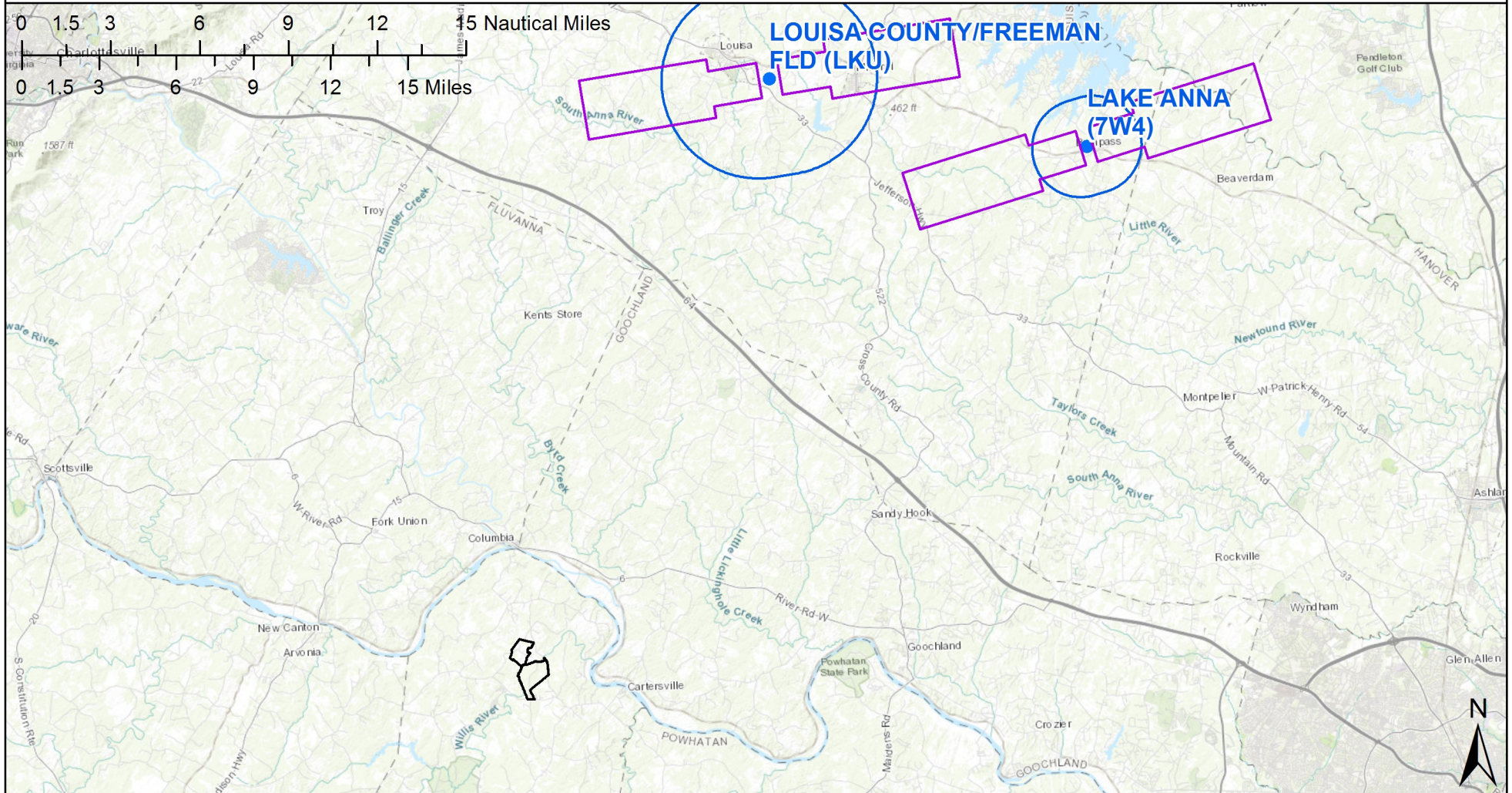
Best regards,



Sophia Bullard
Airspace/GIS Specialist
Capitol Airspace Group
5400 Shawnee Road
Suite 304
Alexandria, VA 22312

In addition to 14 CFR Part 77.9 notification criteria, this assessment included analysis of the instrument approach area defined by FAA Order 7400.2N Chapter 5 Section 2 Figure 5-2-5.

The USGS 1/3 Arc Second Digital Elevation Model (DEM) data used to create this map has a vertical accuracy of +/- 7 meters.
 This map should only be used for general planning purposes and not exact structure siting.



- 14 CFR Part 99.9(b) Notification Surface
- FAA Order 7400.2N Instrument Approach Area
- Proposed Solar Project Boundary

Boston Hill Solar Project

Notice Criteria Map

Plot Date:
 11 August 2022
 Sophia Bullard

Coordinate System:
 NAD 1983 UTM Zone 17N

Figure 1



Appendix G – Glint and Glare Analysis SOW Letter

Memorandum

To: John Marier and Anthony Deyerle
From: Marie Ramos, Airspace Consultant
Date: August 10, 2022
Re: Boston Hill Solar LLC; Boston Hill Solar Project

Capitol Airspace Background

Capitol Airspace is an aviation consulting firm with expertise in air traffic operations, airspace and obstacle evaluation. Our employees and contractors are former Federal Aviation Administration (FAA) senior executives, pilots, air traffic controllers or aviation degreed professionals. We have technical staff with advanced degrees in Geographical Information Systems with experience working in commercial, civilian, government and military roles. With this core group of people, Capitol Airspace provides analytical and advocacy services to clients in the energy, real estate, and telecommunications industries. Over the past 20 years, Capitol Airspace has managed in excess of 1,500 airspace projects and submitted over 50,000 filings to the FAA.

Capitol Airspace / Boston Hill Solar LLC Engagement

Solar projects in Boston Hill County require that there is documentation showing that glare is directed away from adjoining property and public rights of way. Capitol Airspace will conduct a glint and glare study on the Boston Hill Solar project to determine if any glare exists and if there are mitigating conditions, such as trees or other obstacles, that block line of sight.

The statement of work for the glint and glare study is as follows:

1. Conduct a Glint and Glare study based on the Solar Glare Hazard Analysis Tool (SGHAT) developed by Sandia National Laboratories.
2. Determine the retinal irradiance and subtended angle (size/distance) of the glare source to predict potential ocular hazards ranging from temporary after-image to retinal burn if glare is found. This will be conducted in accordance with pertinent Federal Aviation Administration (FAA) Policy. This will include the assessment of impact upon nearby routes and residences.

3. Provide a written report on the findings of the SGHAT study with associated maps and graphics depicting the level of glint and glare, if found.
4. Perform additional glint and glare analysis, if requested, to modify array inputs and parameters to minimize glare as identified from the SGHAT.
5. Track, monitor and address any issues associated with the County's requirements for SGHAT study for this project to include running of different scenarios if requested.
6. Coordinate the project status with Boston Hill Solar LLC.
7. Provide documentation, written briefings and white papers, as needed to support efforts to mitigate the findings of the study studies if warranted.

Any questions regarding the content of this memo should be directed to me at 571-297-6528 or via email at Marie.Ramos@capitolairspace.com.



Marie Ramos
Project Manager
Capitol Airspace Group

Appendix H – CUP Agreements and Landowner Documentation

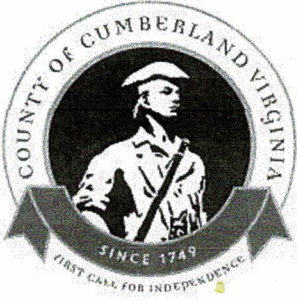
Project Land Owners

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PROPERTY (ACRES)	SIZE OF PROPOSED SPECIAL USE (ACRES)	EXISTING LAND USE	EXISTING ZONING
DUNCAN, P. L. & SONS, INC.	434-249-7765	2 DUNCAN STORE RD COLUMBIA, VA, 23038	11-A-15	Cartersville	352.2	100%	Agriculture/Forestry	A-2
Belham LLC	757-869-9599	3600 River Rd West Goochland, Virginia 23063	12-A-5	Cartersville	660.4	100%	Agriculture/Forestry	A-2

LANDOWNER PACKET

DUNCAN, P. L. & SONS, INC.

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
DUNCAN, P. L. & SONS, INC.	434-249-7765	2 DUNCAN STORE RD COLUMBIA, VA, 23038	11-A-15	Cartersville	352.5	Agriculture	A-2



FILE # _____

COMMONWEALTH OF VIRGINIA COUNTY OF CUMBERLAND Owner / Agent Agreement

Form must be completed in ink, Pencil will not be accepted.

The undersigned is the owner of record of the property identified by the Cumberland County Tax Map parcel(s):

11-A-15

Located at (provide address or location of lots):

No E911 Address Assigned. Closest Address: 415 BOSTON HILL ROAD CARTERSVILLE 23027,

Cumberland County, Virginia. The Undersigned hereby gives consent and approval to:

Allow Boston Hill Solar, LLC to file a CUP Application for a Utility Scale Solar Project

and to act on his/her behalf as his/her agent to proceed with the attached application on the property referenced herein.

Glenn Duncan

Print Name of Property Owner 1

Glenn Duncan

Signature of Property Owner 1

8-15-22

Date

Print Name of Property Owner 2

Signature of Property Owner 2

Date

State / Commonwealth of Virginia

County of Goodland to Wit:

The foregoing instrument was acknowledged before me this 15 day of August 2022 by

Glenn Duncan

Printed name of property owners

Anthony Deyerle

Notary Public printed name

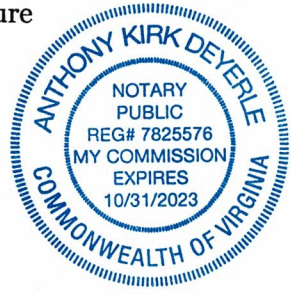
[Signature]

Notary public signature

Note: Signature(s) of property owner(s) must be notarized.

Certification # 7825574

My Commission expires 10-31-2023





COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only
FILE # _____
RECEIVED _____
RECEIPT # _____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: No E911 Address Assigned. Closest Address: 415 BOSTON HILL ROAD CARTERSVILLE 23027

Election District: 1 Current Zoning: A-2

Proposed Use: Utility Scale Solar

Acreage of Parcel: 352.5 Acreage to be covered by CUP: 100%

Tax Map Parcel(s): 11-A-15

Comprehensive Plan Area: Cartersville

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle - Boston Hill Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: VA Zip: 22902

Phone Number: 804-938-0611 Email: tony.deyerle@suntribedevlopment.com

Owner(s) of Record (If different than applicant):

DUNCAN, P. L. & SONS, INC. Attention: Michael Lyster

Address: 2 Duncan Store Road

City: Columbia State: VA Zip: 23038

Phone Number: 434-249-7765

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

N/A

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.

N/A

Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

**EXHIBIT "C" TO OPTION TO LEASE AGREEMENT
FORM OF MEMORANDUM**

Prepared By and When
Recorded Return to:

107 5th Street Southeast
Charlottesville, VA 22902
Attn: Real Estate
Tax Parcel:
Consideration:

MEMORANDUM OF OPTION TO LEASE AGREEMENT

This MEMORANDUM OF OPTION TO LEASE AGREEMENT (this "**Memorandum**") is made as of October 30, 2021, by between **P. L. DUNCAN, & SONS, INC.** (hereinafter referred to as "**Owner**"), and **Boston Hill Solar, LLC**, a Virginia limited liability company (hereinafter referred to as "**Optionee**").

Owner has granted to Optionee an exclusive option (the "**Option**") for an exclusive lease of the real property described in Exhibit A attached hereto (the "**Property**") for the use of the Property for development, construction, operation, transmission, access, and other purposes related to the generation and supply of electrical power on the Property, together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Owner and Optionee.

The initial term of the Option commences on October 30, 2021, and expires on October 30, 2024 (the "**Initial Option Term**"). Unless Optionee gives to the Owner notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

EXHIBIT A TO MEMORANDUM
OF OPTION TO LEASE
AGREEMENT

DESCRIPTION OF PROPERTY

LOCATION: Cumberland County, Virginia

SIZE: 352.5 Acres

Legal Description: To be Added

Parcel Numbers: 011-A-15

IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this ___ day of _____ 20__.

Owner: P. L. DUNCAN, & SONS, INC. .
Signature: Glenn W. Duncan
Name: Glenn W. Duncan
Title: President

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Cumberland

The foregoing instrument was acknowledged before me [Signature] (Notary) this this 29 day of October, 2021 by Glenn W. Duncan (Owner).

NOTARIAL SEAL

Name: Anthony K Deylerle
Notary - State of Virginia
My Commission Expires: 10-23-2021
Registration No. 7825576



IN WITNESS WHEREOF, the undersigned authorized representatives have caused this Memorandum to be executed on their behalf as of this 30 day of October 2021.

Optionee:

Boston Hill Solar, LLC
By: Sun Tribe Development, LLC
A Virginia Limited Liability Company
Its: Sole Member

By: 
Danny Van Clief
Chief Executive Officer

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Charlottesville

The foregoing instrument was acknowledged before me ELIZABETH ARLEN (Notary) this 30 day of October, 2021 by Danny Van Clief, CEO of Sun Tribe Development, LLC, the Sole Member of Boston Hill Solar, LLC, a Virginia limited liability company, on behalf of the company.

NOTARIAL SEAL



Name: Elizabeth M. Arlen
Notary - State of Virginia
My Commission Expires: 09/30/24
Registration No. 7889527

LANDOWNER PACKET

Bellham, LLC

LANDOWNER	PHONE	ADDRESS	TAX MAP PARCEL	ELECTION DISTRICT	SIZE OF PARCEL	EXISTING LAND USE	EXISTING ZONING
Bellham, LLC.		3600 River Rd West Goochland, Virginia 23063	12-A-5	Cartersville	660.4	Agriculture	A-2



COMMONWEALTH OF VIRGINIA
COUNTY OF CUMBERLAND

Internal Use Only
FILE # _____
RECEIVED _____
RECEIPT # _____

Application for Conditional Use Permit

Last revised 4/19

IMPORTANT NOTE: For some large-scale developments, VA State Code requires that a Traffic Impact Study (TIS) or a Traffic Impact Analysis (TIA) be completed and submitted with a rezoning application **before** the conditional use permit application is deemed complete.

Address/Location: No E911 Address Assigned. Closest Address: 260 COLUMBIA ROAD, CARTERSVILLE, VA 23027

Election District: 1 Current Zoning: A-2

Proposed Use: Utility Scale Solar

Acreage of Parcel: 660.4 Acreage to be covered by CUP: 100%

Tax Map Parcel(s): 12-A-5

Comprehensive Plan Area: Cartersville

Is this an amendment to an existing conditional use permit? If so, provide CUP number: _____	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
A Preliminary Site Plan is required to be attached to any CUP application. Is a preliminary site plan attached to this application?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Is this a proposal for a shopping center or telecommunication tower? If so, additional information and conditions may apply.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Is an amendment to the subdivision or zoning ordinance proposed as part of this CUP application? If so, attach the Code Amendment application.	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Contact Person/Applicant: Tony Deyerle -Boston Hill Solar, LLC

Address: 107 5th Street, SE

City: Charlottesville State: VA Zip: 22902

Phone Number: 804-938-0611 Email: tony.deyerle@suntribeddevelopment.com

Owner(s) of Record (If different than applicant):

BELHAM, LLC

Address: Attn: James T. Gottwald (Manager) 3600 River Rd West

City: Goochland State: VA Zip: 23063

Phone Number: _____

Does the property owner also own or have any ownership interest in any abutting property? If yes, please list those tax map numbers:

Section 74-702 of the Cumberland County Zoning Ordinance provides guidelines for conditional use permit applications. Please address the following standards which will be reviewed by the staff in analysis of your request. If you need assistance filling out these items, staff is available.

Provide a written statement demonstrating that:

1. The establishment, maintenance or operation of the CUP will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare;
2. The CUP will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
3. The establishment of the CUP will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;
4. The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district as to cause a substantial depreciation in the property values within the neighborhood;
5. Adequate utilities, access roads, drainage, and necessary facilities are provided;
6. Ingress and egress to property and structures on the property with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access of fire or catastrophe are adequately provided for;
7. Off-street parking and loading areas are provided as required;
8. Above economic considerations, noise, glare and odor effects of the special exception are adequately provided for properties generally in the district;
9. Refuse and service areas, with particular reference to the items in #s 1. and 2. above are adequately provided for;
10. Appropriate screening and buffering with reference to type, dimensions and character of the use are adequately provided for;
11. Any signs and exterior lighting are compatible and in harmony with properties in the district with reference to aesthetics, glare, traffic safety and economic effect;
12. Required building setbacks and other open spaces are adequately provided for;

13. The proposed use is compatible with adjacent properties and other property in the zoning district;
14. An adequate supply of light and air to adjacent properties is adequately provided for; and
15. The CUP shall, in all other respects, conform to the applicable regulations of the zoning district in which it is located, except as such regulations may, in each instance, be modified by the Board of Supervisors.

Describe your request in detail and include any relevant information such as the number of persons involved in the use, operating hours, or any unique features of the proposed use.



If any improvements are being proposed, briefly state whether new structures are to be constructed, existing structures are to be used or additions are to be made to existing structures. If available, provide dimensions of any structures that will be used for this CUP.



Attachments Required – provide a copy of each

1. *Recorded plat or boundary survey of the parcel(s) requested for the rezoning.* If there is no recorded plat or boundary survey, please provide legal description of the parcel(s) and the Deed Book and page number.

Note: If you are requesting a rezoning for a portion of a parcel, it must be described or delineated on a copy of the plat or surveyed drawing.

2. *Ownership information* – If ownership of the property is in the name of any type of legal entity or organization including, but not limited to, the name of a corporation, partnership or association, or in the name of a trust, or in a fictitious name, an acceptable document must be submitted certifying that the person signing below has the authority to do so.

If the applicant is a contract purchaser or an agent of the owner, an owner/agent agreement must be attached (ask staff for form if needed).

Certification

I (We) hereby certify that I (we) own the subject property, or have the legal power to act on behalf of the owner in filing this application. I (We) also certify that the information furnished in this application is accurate to the best of my (our) knowledge.

Cumberland Solar, LLC

By: Sun Tribe Development, LLC, Sole Member

Print Name of Owner/Applicant



Geoffrey Suttle, Authorized Signatory

Signature of Owner/Applicant



Date

Print Name of Owner/Applicant

Signature of Owner/Applicant

Date

OPTION TO LEASE

This Option to Lease (this “**Agreement**”) is entered into as of the 30 day of March, 2021 (the “**Effective Date**”), by and between Belham, LLC (“**Landlord**”) and CEP Solar, LLC, a Virginia limited liability company (“**Tenant**”). Tenant and Landlord are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

A. WHEREAS, Landlord is the owner of that certain real property located in Cumberland County, Commonwealth of Virginia, as more particularly described in Exhibit A attached hereto and incorporated by reference herein (the “**Property**”); and

B. WHEREAS, the Landlord is willing to enter into a definitive ground lease and easement agreement for the construction and operation of a Solar Energy System, as hereafter defined, on the Property under the terms agreed to in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, and in consideration of the mutual benefits and obligations of the parties hereunder, the parties agree as follows:

1. Lease and Easement Option. Landlord hereby grants Tenant an exclusive option (the “**Option**”) (i) to enter into a Ground Lease and Easement Agreement for the purpose of constructing, installing, and operating any equipment and facilities used to harness sunlight for photovoltaic or solar thermal energy generation and to store such energy, including but not limited to solar energy collection cells, panels, and mirrors, utility scale energy storage facilities and batteries, and any support structures, braces, wiring, plumbing, and related equipment (collectively “**Solar Facilities**”), (ii) to enter into easements on, over, and across the Property for electrical transmission facilities and unobstructed access to solar energy resources, and (iii) to enter into any other easements and rights necessary or useful in the construction and operation of the Solar Facilities. Such lease shall be in significant compliance with the terms set forth in Exhibit B attached hereto and made a part hereof, subject to modifications as contemplated herein or as agreed by the parties. Landlord understands that this Agreement is not an offer or commitment by Tenant to conclude any lease, and until such time as a definitive lease is executed between the Parties, this Agreement shall govern.

2. Option Period. The lease option period commences on the Effective Date and shall continue for a period of four (4) years (“**Option Period**”). Tenant may extend the Option Period for an additional one (1), one (1) year period (up to a maximum of five (5) years after the Effective Date) by providing notice to Landlord later than thirty (30) days prior to the expiration of each annual Option Period.

3. Execution of Documents; Exercise of Option. Concurrently with the execution and delivery of this Agreement, Landlord shall execute and deliver the Memorandum of Option to Lease attached hereto as Exhibit C (the “**Memorandum of Option**”). Tenant may record the Memorandum of Option at any time in its sole discretion. Tenant may exercise the Option at any time during the Option Term by delivering a Lease and Easement Agreement in a form prepared by Tenant (the “**Lease**”) substantially containing the terms set forth on Exhibit B attached hereto plus other commercially reasonable and customary terms for a solar energy lease. Landlord shall in a timely manner respond to Tenant with any objections or proposed modifications to the Lease, for which the Parties shall negotiate in good faith and in accordance with

commercially reasonable and customary practices within the solar energy industry. The Lease may concurrently terminate the Option with respect to a portion of the Property pursuant to Section 7 below, at Tenant's sole discretion, by designating the Option Premises subject to the Lease, as defined below.

4. Exclusivity. Landlord grants Tenant exclusive rights, during the Option Term, to assess the feasibility of locating Solar Facilities on the Property. During the Option Term (defined below), Landlord shall not make the Property or any portion of the Property available for purchase, lease, or other encumbrance (collectively, "**Interfering Activity**") to any Party other than Tenant (or Tenant's successors and/or assigns), without the express written consent of Tenant, except to the extent that such Interfering shall not materially affect the rights granted to Tenant upon execution of the Lease.

5. Studies and Testing. Tenant and its representatives, agents and contractors shall have the right to enter upon the Property to perform inspections and conduct such testing as Tenant may reasonably require for the purposes of determining the suitability of the Property for the Solar Facilities including, but not limited to, surveying, biological and cultural studies, and conducting soil and geotechnical testing of the Property. Tenant will provide prior notice of required site access and will coordinate scheduling and testing activities with Landlord. All data, analyses and other proceeds from such inspections and testing shall be the sole property of Tenant. Tenant shall restore the Property to its substantially original condition after any such inspections or testing performed by Tenant or its representatives, agents and contractors are completed, excepting reasonable wear and tear, including reimbursement for crop damage at market commodity rates.

6. Compensation. Within thirty (30) days after the Effective Date, Tenant shall pay to Landlord [REDACTED] [REDACTED] Within thirty (30) days after the Utility Scoping Call, and on or before each anniversary of the Effective Date, Tenant shall pay to Landlord [REDACTED] per acre, escalating by [REDACTED] [REDACTED] each year ("**Option Payments**").

7. Termination

- a. Tenant shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon written notice to Landlord from Tenant. If such termination is as to only part of the Property, Tenant must contemporaneously deliver a site plan clearly delineating which portion of the Property remains subject to this Agreement (the "**Option Premises**"), and this Agreement shall remain in effect as to the Option Premises, and Tenant may record an amendment to the Memorandum of Option to provide for definition of the Option Premises which shall remain subject to the terms of this Agreement.
- b. This Agreement shall terminate:
 - i. Upon Tenant's delivery of written notice of termination to Landlord;
 - ii. If Tenant fails to deliver the Notice of Exercise on or before the expiration of the Option Period;
 - iii. If Tenant fails to make an Option Payment when due, and fails to cure such breach within thirty days after notice from Landlord; or
 - iv. Upon the expiration of the Option Period, as extended.
 - v. If, at the completion of the Utility Scoping Call, Utility feedback suggests that the grid does not have capacity to support a project that would utilize more than 300 acres, provided, however, the Landlord must request this termination in writing. If

Landlord initiates such request, Landlord shall pay to Tenant a termination fee, which shall be based on non-refundable costs spent up to termination, including reasonable attorney fees.

8. Landlord's Representations and Warranties. Landlord hereby represents and warrants that:
- a. Landlord holds 100% of the ownership interest in and to the Property, is the sole owner of the Property and holds fee simple title to the Property.
 - b. Landlord has listed all known mortgages, deeds of trust or other foreclosable instruments, leases, options to lease, purchase agreements, options to purchase, easements, security interests, licenses, liens and other encumbrances applicable to the Property on Exhibit D hereto (collectively, the "**Existing Encumbrances**").
 - c. To Landlord's reasonable knowledge, the Existing Encumbrances will not materially interfere with the rights granted to Tenant under this Agreement or with Tenant's intended use of the Property for the generation, delivery and sale of solar energy.
 - d. To Landlord's reasonable knowledge, Landlord has provided to Tenant all information in its possession regarding the zoning classification of the Property.
 - e. To Landlord's reasonable knowledge, the Property is not in violation of any federal, state or local law, rule or regulation, whether related to zoning, environmental matters, or otherwise. Landlord has not received any communication from any governmental authority that the Property may be in violation of any of the foregoing.
 - f. To Landlord's knowledge, after due inquiry, there have been no releases of any hazardous materials (as defined by applicable law) on or affecting the Property.
9. Documentation Relating to the Property. Within thirty (30) days after the Effective Date, Landlord shall provide to Tenant copies of all title reports, environmental studies and reports, engineering reports, surveys, soil or geological tests, permits, contracts, agreements, and approvals from governmental authorities relating to the Property that are within Landlord's possession or control.
10. No Commissions. No real estate commissions or any other commissions shall be paid in connection with this transaction.
11. Successors and Heirs. This Agreement shall run with the Property while the Agreement remains in effect and shall be binding upon the Landlord, its respective heirs, successors, assigns and personal representatives.
12. Notices. All notices under this Agreement shall be in writing and shall be deemed received: if hand-delivered to the party to whose attention it is directed; three days after mailing if sent, postage prepaid by United States registered or certified mail, return receipt requested; or on the next business day when delivered via overnight delivery by a nationally recognized courier service, return receipt requested; and addressed as follows:

If intended for Tenant:

CEP Solar, LLC
Attn: Richard H. Wright
1310 Roseneath Rd, Suite 200
Richmond, VA 23230
Phone: (804) 912-7999

If intended for Landlord:
Belham, LLC
Attn: James T. Gottwald (Manager)
3600 River Rd West
Goochland VA 23063

Or at such other address or to such other party as either party may designate in writing.

13. Assignment. Tenant may assign all or part of its interests in this Agreement to one or more assignees or sub assignees without the consent of Landlord.
14. Confidentiality. Landlord shall maintain in confidence all information pertaining to the financial terms of or payments under this Agreement. Landlord shall not publish or otherwise disclose such information to others except to accountants, lawyers, or other professionals who receive such information under an obligation of confidentiality; buyers of the Property; lenders that have a security interest in the Property; or family members who agree to keep such information confidential. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.
15. Memorandum. Neither Tenant nor Landlord shall record this Agreement in its entirety. Tenant shall be responsible for the cost of preparing and recording the Memorandum of Option to be filed with the County Recorder in lieu of recording a full copy of this Agreement.
16. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and all prior or contemporaneous agreements are merged herein.
17. Amendment. This Agreement may not be amended, enlarged, modified, or altered except in writing signed by the parties hereto and identified as an amendment of this Agreement.
18. Specific Performance. In light of the unique nature of the Property, Tenant shall have the right to seek injunctive relief and specific performance of Landlord's obligations hereunder, including the obligation to enter into a Lease Agreement in accordance with Section 3.
19. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.
20. Attorneys' Fees. If Landlord or Tenant institutes legal proceedings against the other arising out of the terms of this Agreement or the performance hereunder, the prevailing party may recover from the other all reasonable attorneys' fees, costs and expenses incurred in any such action.
21. Further Assurances. Landlord will, whenever reasonably requested by Tenant, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to

carry out the terms and provisions of this Agreement. In the event of any inaccuracy in the description of the Property (or any portion thereof), or in the description of the parties in whom title to the Property (or any portion thereof) is vested, Landlord and Tenant shall amend this Agreement to correct such inaccuracy in order to accomplish the intent of Landlord and Tenant.

22. Lease Controlling. In the event a conflict arises between the terms and conditions of the Lease (when executed) and this Agreement, the Lease shall control. Landlord acknowledges that this Agreement is not an offer or commitment by Tenant to execute any lease with Landlord, and until such time as a definitive lease is executed between the Parties, this Agreement shall govern.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same document. Transmission by facsimile or electronic transmission by pdf of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

24. Waiver. If either Party fails to require the other to perform any term of this Agreement, that failure does not prevent the Party from later enforcing that term. If either Party waives the other Party's breach of a term, that waiver is not treated as a continuing waiver or otherwise as waiving a later breach of that term.

25. Waiver of Consequential Damages. IN NO EVENT SHALL TENANT BE LIABLE TO LANDLORD FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OR LOST PROFITS, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY EVEN IF ADVISED OF SUCH A POSSIBILITY.

26. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE AND ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

27. No Third Party Beneficiaries. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

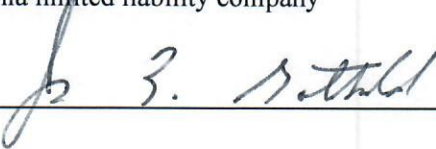
28. Rights and Remedies Cumulative. To the extent permitted by law, the rights and remedies in this Agreement are cumulative and not exclusive of any other right or remedy that might be available under this Agreement, at law or in equity.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first written above, each intending the same to be a sealed instrument.

LANDLORD:

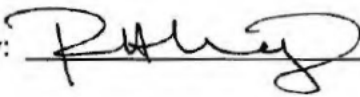
BELHAM, LLC,
a Virginia limited liability company

By:  [SEAL]

Name: James T. Gotwald
Title: Manager

TENANT:

CEP SOLAR, LLC,
a Virginia limited liability company

By:  _____ [SEAL]

Name: Richard H. Wright
Title: Manager

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Property is all of the following tracts or parcels of land, situated in Cumberland, County, Commonwealth of Virginia consisting of approximately 660 and 5/8 acres, more particularly described as follows:

All that certain tract or parcel of land situate, lying and being in the Hamilton Magisterial District of Cumberland County, Virginia, lying on the Willis River and known generally as "Boston Hill", containing 660-5/8 acres, more or less, and bounded on the North by the Willis River; on the West by the Willis River and the lands, now or formerly, of H. T. Harrison; on the South by Virginia Secondary Highway No. 690; and on the East by lands, now or formerly, owned by Robert A. Smith, Wistar Anderson, and by Virginia Secondary Highway No. 605.

The "Boston Hill" tract of land is shown on a plat of survey made February 10 and 11, 1880, and is of record in the Office of the Clerk of Circuit Court of Cumberland County, Virginia in Plat Book 1, page 13, which plat by this reference thereto is incorporated herein, and the parcel herewith conveyed is the same as shown on said plat, LESS a parcel of 8 acres, more or less, conveyed by deed of record in Deed Book 84, page 462, in the Office of the Clerk of Circuit Court of Cumberland County, Virginia, and also LESS a strip of land conveyed to The Commonwealth of Virginia for present State Route 690, by deed of record in Deed Book 74, page 302, in said Clerk's Office.

This is the same property conveyed in deed to The Glatfelter Pulp Wood Company from J. H. Spessard and Miriam Pitts Spessard dated January 2, 1967, and recorded in Deed Book 112, page 547, in the Office of the Clerk of Circuit Court of Cumberland County, Virginia.

LESS AND EXCEPT 0.30 acre conveyed to The Commonwealth of Virginia from The Glatfelter Pulp Wood Company in right-of-way deed dated March 27, 1981, and recorded in Deed Book 150, page 786, in the Office of the Clerk of Circuit Court of Cumberland County, Virginia.

Parcel Number(s) and acreage: Parcel 1: Tax Map Number 12-A-5 and approximately 660 and 5/8 acres

Most recent deed of record: Instrument # 20080706, Deed, Dated May 2, 2008, Clerk's Office, Cumberland County Virginia.

In the event of inaccuracies in the foregoing legal description, Landlord and Tenant shall amend this Lease to correct such inaccuracies.

Appendix I – Traffic and Route Evaluation Study

Traffic & Route Evaluation Study

Boston Hill Solar, LLC

Cumberland County, Virginia

August 2022

Prepared For:

Sun Tribe Development

Traffic & Route Evaluation Study

Boston Hill Solar, LLC

Cumberland County, Virginia

Prepared For:

Sun Tribe Development
107 5th Street Southeast
Charlottesville, Virginia 22902
(434) 220-7595

Prepared By:

Timmons Group
1001 Boulders Parkway
Suite 300
Richmond, Virginia 23225
(804) 200-6500

August 2022

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1 PROJECT OVERVIEW

Timmons Group, at the request of Sun Tribe Development, Timmons Group completed a transportation assessment for the proposed Boston Hill Solar, LLC project located in Cumberland County, Virginia. This work has been prepared to identify potential transportation issues associated with the construction and operation phases of the proposed project. The tasks associated with this assessment included:

- Review of data and documents provided by the Client relative to the project;
- Coordination with the Client on access, schedule, and other parameters that are reflected in the traffic assessment;
- Obtaining available geometric (roadway widths, intersection control, etc.) and speed limit data that is readily available via a review of available aerial imagery through Google Earth, Bing, or County GIS systems;
- Obtaining available VDOT traffic data for those roads adjacent to the site;
- Preparing a crash analysis history for the past five (5) years along the traffic route using available VDOT crash history; and
- Preparing a narrative summarizing existing pavement/intersection conditions, traffic along the adjacent roadway network, and anticipated impacts associated with the site traffic along with potential mitigation measures.

2 EXISTING CONDITIONS

Timmons Group compiled roadway characteristics, existing structures (bridges and culverts), and publicly available crash data for facilities adjacent to the proposed Boston Hill Solar, LLC project in Cumberland County, Virginia.

The site is located southwest of Route 605 (Boston Hill Road) and north of Route 690 (Columbia Road).

The project location along with the study intersections and site entrance is shown on Figure 1 (all figures are located at the end of the study). A preliminary site plan can be found in Figure 2.

ADJACENT ROADWAYS

Route 605 (Boston Hill Road) is a two-lane, local road with a posted speed limit of 35 mph. According to 2019 VDOT AADT data, Route 605 services 70 vehicles per day. Route 605 consists of sections that are chip sealed and those that are unpaved; facility width ranges between and 18' and 20' wide. Photos of the typical conditions along Route 605 can be found in Figure 3.

Route 45 (Cartersville Road) is a two-lane, undivided minor arterial road with no available posted speed limit signs and therefore assumed to be 55 mph. According to 2019 VDOT AADT data, Route 45 services 1,800 vehicles per day between Route 690 and High Street. The pavement along Route 45 is typically 21' wide and has both center- and edge-line pavement markings. Photos of the typical pavement conditions on Route 45 can be found in Figure 4.

Route 690 (Columbia Road) is a two-lane, undivided major collector road with no available posted speed limit signs and therefore assumed to be 55 mph. According to 2019 VDOT AADT data, Columbia Road services 780 vehicles per day. The pavement on Route 690 is 18' typically with consistent block, alligator, and longitudinal cracking throughout. A map of pavement deficiencies along Route 690 can be found in Figure 5. Pictures of the deficiencies can be found in Figures 6-11.

EXISTING STRUCTURES

There are five (5) existing structure along the potential haul route, two (2) bridges on Route 605, two (2) bridges on Route 690 and one (1) culvert on Route 690. A map of the location of the existing structures along the proposed haul route can be found in Figure 12.

Photos of the bridge on Route 690 over Boston Branch Road can be found in Figure 13. The bridge on Route 690 over the Willis River has a weight restriction of 27 tons for vehicles and 39 tons for semi-trucks; photos of the bridge and the weight restriction sign can be found in Figure 14. The bridge on Route 605 over Boston Branch can be found in Figure 15. The bridge on Route 605 over Willis River can be found in Figure 16.

The culvert on Route 690 over the Branch of Willis River is unmarked along Route 690.

INTERSECTION CONTROL

There are three (3) key intersections were identified within the study area and are included in this evaluation:

1. Route 45 and Route 684/Route 616 (Unsignalized);
2. Route 690/Route 689 and Route 45 (Unsignalized); and
3. Route 690 and Route 605 (Unsignalized).

At the unsignalized intersection of Route 45 and Route 684/Route 616, the northbound Route 684 and eastbound Route 616 approaches are stop-controlled. The pavement along Route 45 is typically 22 to 23' wide; at this location, within the curve, there is approximately 30' of pavement. The pavement along Route 684 is generally 21' wide, while Route 616 is slightly narrower at 18-19'om width. Photos of the intersection of Route 45 and Route 684 can be found in Figure 17.

At the unsignalized intersection of Route 690/Route 689 and Route 45, Route 690 (southern leg) and Route 689(northern leg) are the stop-controlled approaches. The westbound approach of Route 45 consists of one (1) left-through lane and one (1) right turn lane with 70' storage and 45' taper; the eastbound approach consists of a single lane that accommodates all movements. The pavement on Route 45 is typically 22 to 23' wide. The pavement on Route 690 is typically 20' wide and the pavement along Route 689 is typically 18' wide. Photos of the intersection of Route 690/Route 689 and Route 45 can be found in Figure 18.

At the unsignalized intersection of Route 690 and Route 605, Route 605 is the stop-controlled approach. The pavement on Route 690 is 20' typically. The pavement on Route 605 is 20' typically. The approach of Route 605 has a 16' wide grass "porkchop" that accommodates the existing stop sign. Sight distance to the north appears to be limited by the vertical and horizontal curvature of Route 690; a cautionary warning sign is posted alerting drivers to the curve. Photos of the intersection of Route 690 and Route 605 can be found in Figure 19.

SITE ACCESS

Site Access will be provided via four (4) entrances as shown in Figure 1, three (3) on Route 605 (Boston Hill Road) and one (1) on Route 690 (Columbia Road).

The intersection of Site Entrance #1 and Route 605 and can be found in Figure 20. In the vicinity of the site entrance the travel way on Route 605 is 20'.

The intersection of Site Entrance #2 and Route 605 can be found in Figure 21. In the vicinity of the site entrance, the travel way on Route 605 is 20'.

The intersection of Site Entrance #3 and Route 605 can be found in Figure 22. In the vicinity of the site entrance, the travel way on Route 605 is 19'.

The intersection of Site Entrance #4 and Route 690 and can be found in Figure 23. In the vicinity of Site Entrance 2 the pavement on Route 690 is 22'. The driveway of Site Entrance 2 is 33' at its widest and 14' typically.

CRASH ANALYSIS

A crash analysis was completed for the past five (5) years along the potential haul routes (Routes 690, 605, and 45). A map of the crashes can be found in Figure 24. There has been a total of 34 crashes in the past five (5) years – three (3) severe injury crashes, eight (8) visible injury crashes, one (1) nonvisible injury crash and 22 property damage only crashes. The two (2) most common types of crashes were ran off the road crashes (41%) and multiple vehicle collision crashes (18%). Five (5) of the multiple vehicle crashes were angled crashes.

Based on the locations of the crashes, there does not appear to be a specific section or intersection where crashes are clustered.

EXTERNAL TRAFFIC ROUTES

The volumes present along Route 45, Route 690 and Route 605 indicate that the secondary road network is capable of accommodating site-generated traffic during construction or operation/maintenance.

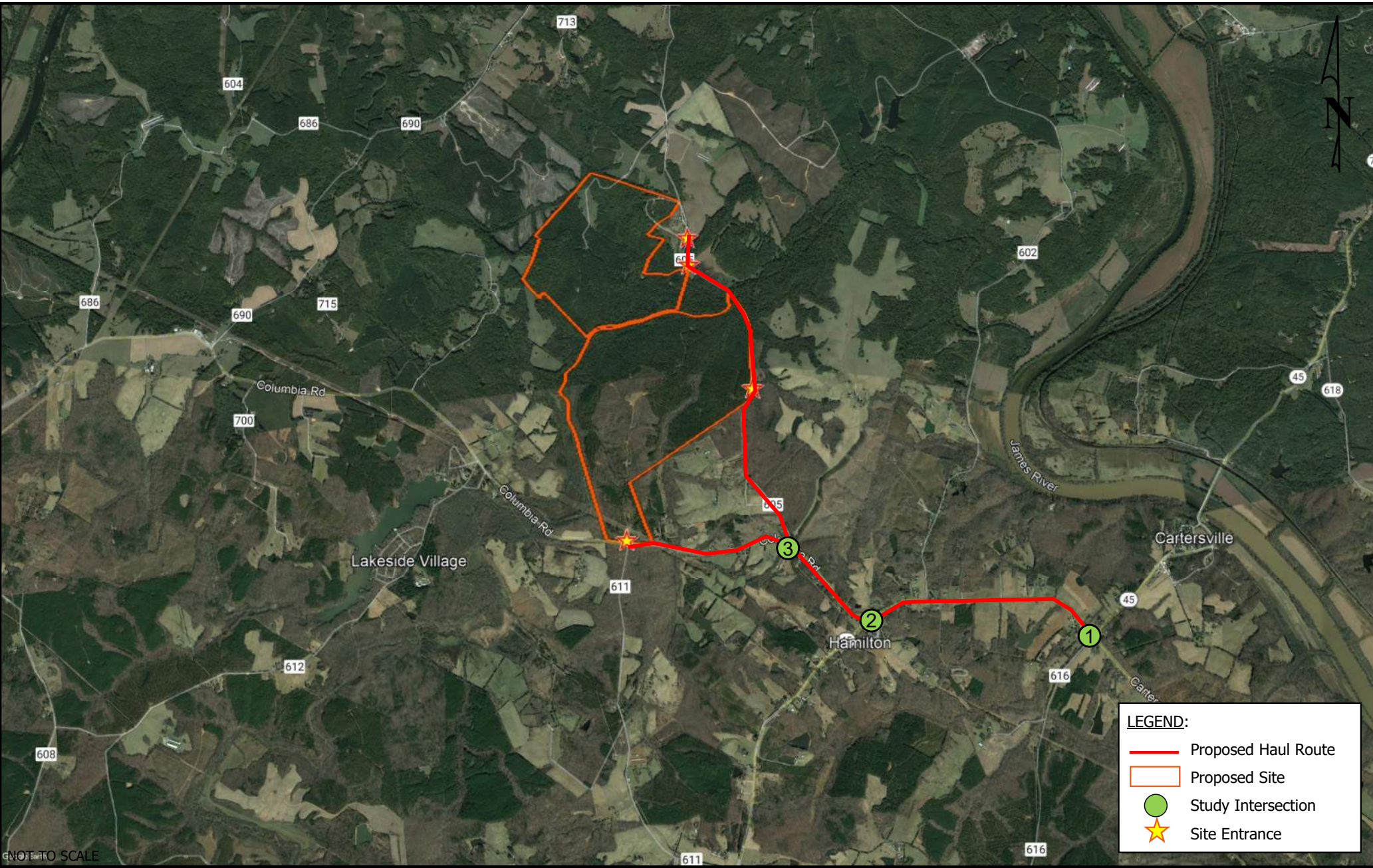
Ultimately, it is recommended that internal access roads be utilized as much as possible to minimize impacts to the adjacent secondary road network and residents in the immediate vicinity of the project.

3 CONCLUSIONS

Based on our review of available data relating to the site, the adjacent roadways, and anticipated traffic associated with the construction of the site, the following is offered:

- The proposed Boston Hill Solar, LLC project is in Cumberland County, Virginia (see Figure 1).
- Potential access corridors include Route 690 (Columbia Road), Route 605 (Boston Hill Road), and Route 45 (Cartersville Road).
- Based on the available traffic data, all of the aforementioned access corridors have the available capacity to accommodate site-generated traffic during both construction and operations/maintenance.
- A review of available crash data indicates crashes spread throughout the network approximately 50% of them being property damage only. No “hot spots” or patterns were readily identified by the available data.
- It is not anticipated that roadway improvements will be necessary to accommodate site-generated traffic. However, it is recommended that temporary traffic control measures be considered for the duration of the site preparation/construction phase in those areas where construction traffic will be most concentrated.

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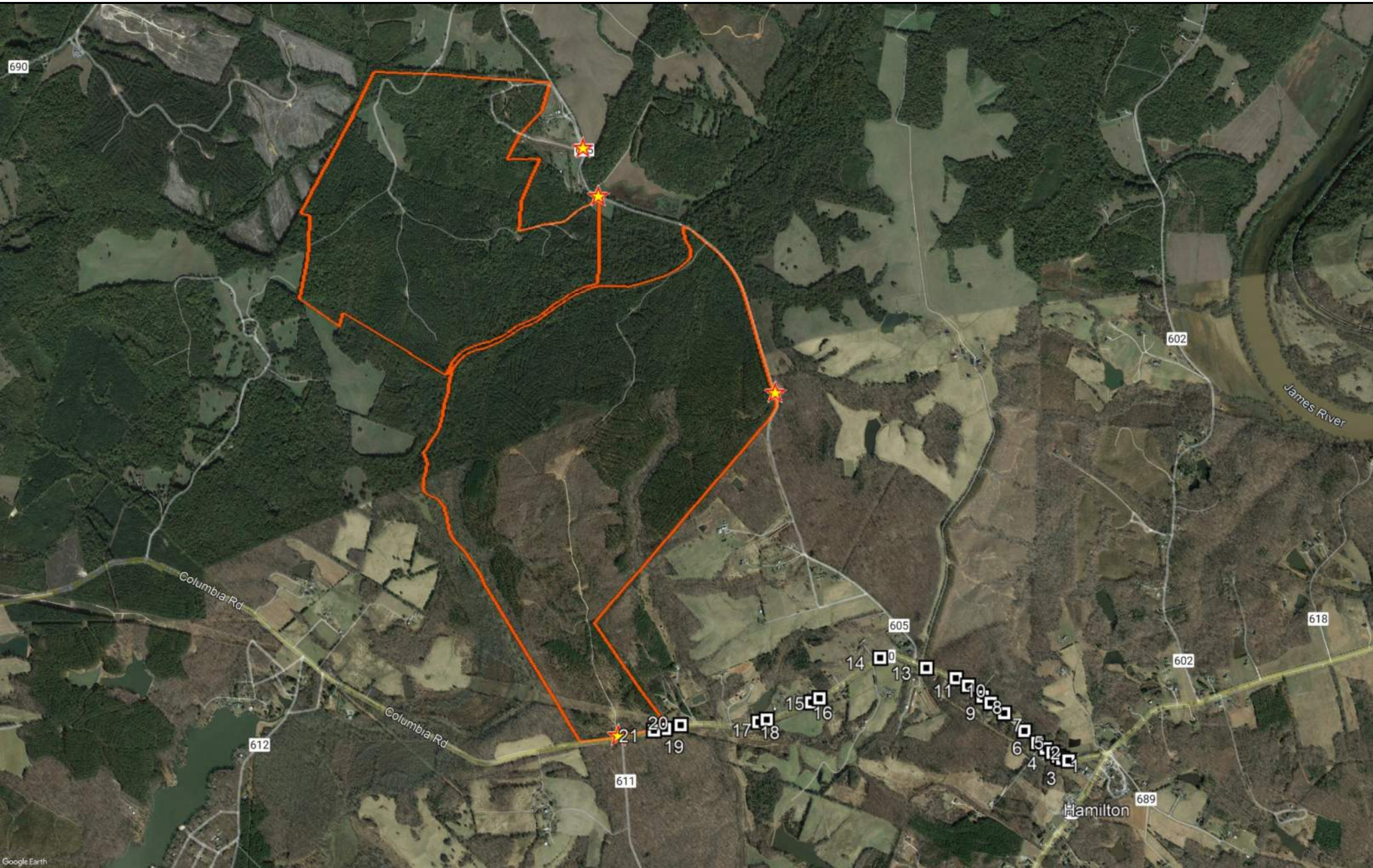


Surrounding Roadway Network and Site Location
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
1







Location of Pavement Deficiencies
 Boston Hill Solar, LLC
 Cumberland County, Virginia

Figure
 5



1. Block Cracking



2. Potholes



3. Patching and Edge Raveling



4. Patching



5. Patching and Block Cracking



6. Patching and Potholes



7. Block Cracking



8. Block Cracking



9. Potholes



10. Patching and Edge Raveling



11. Alligator Cracking



12. Alligator Cracking



13. Patching



14. Alligator Cracking



15. Alligator Cracking



16. Patching



17. Patching



18. Pothole/Patching



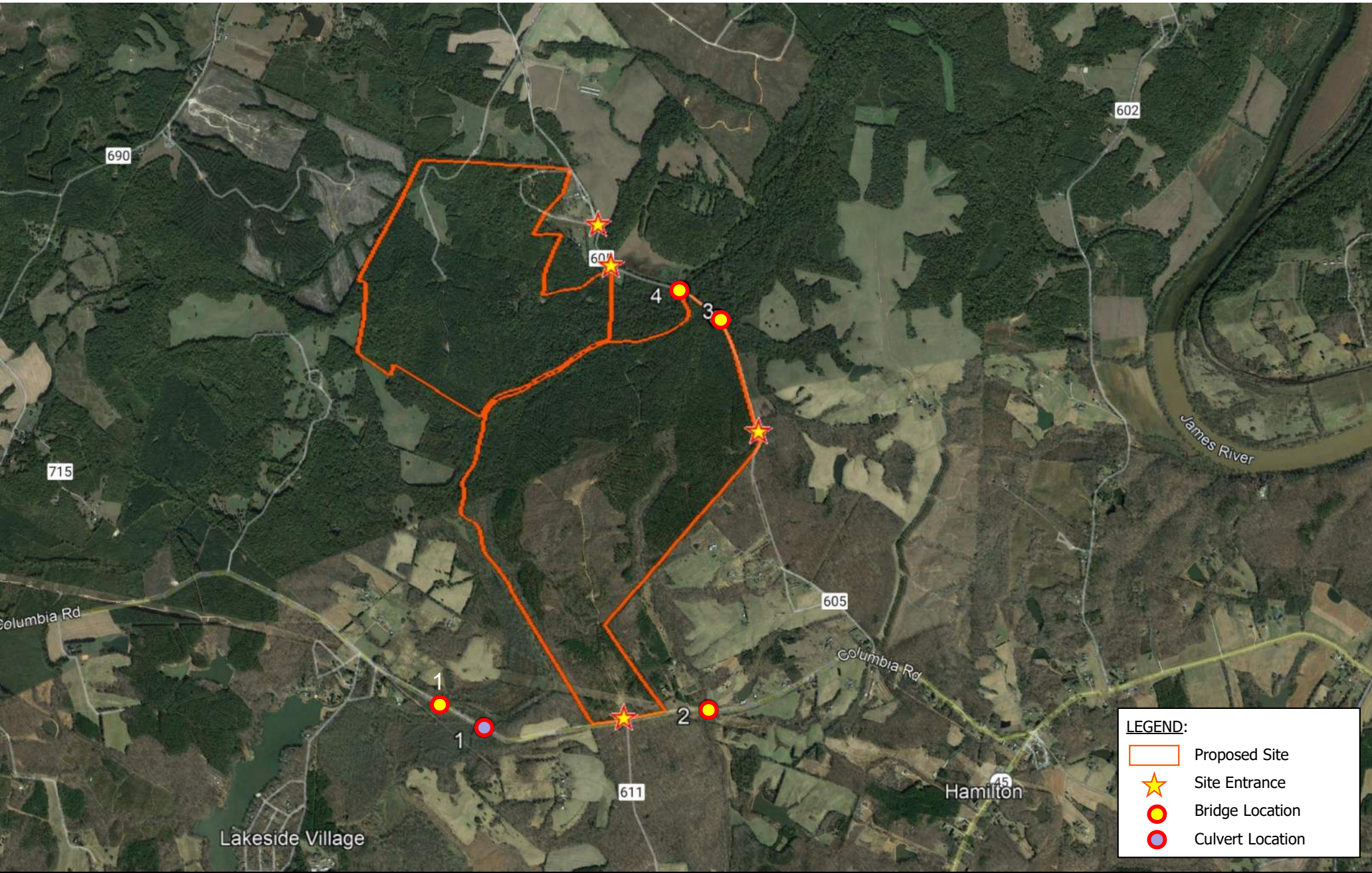
19. Block Cracking



20. Patching and Alligator Cracking



21. Patching and Block Cracking



Location of Existing Structures
 Boston Hill Solar, LLC
 Cumberland County, Virginia

Figure
 12



Bridge #1: Bridge over Willis River on Route 690
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
13



Bridge #2: Bridge over Boston Branch on Route 690
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
14



NOT TO SCALE



Bridge #3: Bridge over Boston Branch on Route 605
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
15



Bridge #4: Bridge over Willis River on Route 605
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
16



North along Route 45



South along Route 684



West along Route 616



East along Route 45



Intersection of Route 45 and Route 684
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
17



North along Route 690



South along Route 689



West along Route 45



East along Route 45



Intersection of Route 690/Route 689 and Route 45
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
18



North along Route 605



West along Route 690



East along Route 690



Intersection of Route 690 and Route 605
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
19



West along Site Entrance 1



North along Route 605



South along Route 605

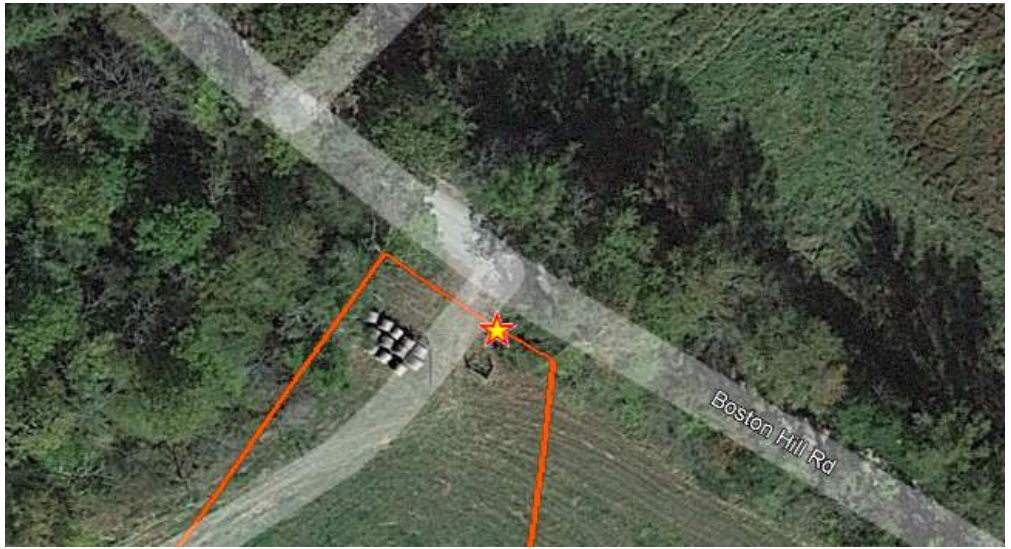


Site Entrance #1 and Route 605
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
20



West along Site Entrance 2



North along Route 605



South along Route 605



Site Entrance #2 and Route 605
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
21



West along Site Entrance 3



North along Route 605

South along Route 605



Site Entrance #3 and Route 605
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
22



North along Site Entrance 4



West along Route 690



East along Route 690



Site Entrance #4 and Route 690
Boston Hill Solar, LLC
Cumberland County, Virginia

Figure
23



Collection Rates - As of October 31, 2022

Real Estate:

	Current Collection %	Prior Year %	Change
Tax Year - 2020	98.24%	97.87%	+0.37%
Tax Year - 2021	97.44%	97.10%	+0.34%

Personal Property:

	Current Collection %	Prior Year %	Change
Tax Year - 2020	97.85%	98.12%	-0.27%
Tax Year - 2021	95.61%	95.56%	+0.05%

Treasurer's Office
Outstanding Collections Report

October 31, 2022

Real Estate

	<u>As of 09/30/22</u>	<u>As of 10/31/22</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2006-2011	\$ 2,858.76	\$ 2,858.76			
2012	2,387.11	2,387.11			
2013	4,524.50	4,267.97	256.53	5.67%	
2014	10,116.72	9,380.66	736.06	7.28%	
2015	14,872.21	14,240.14	632.07	4.25%	
2016	21,226.10	19,970.15	1,255.95	5.92%	
2017	31,930.83	29,903.04	2,000.79	6.27%	
2018	46,777.16	44,364.77	2,412.39	5.16%	
2019	75,122.65	71,789.87	3,332.78	4.44%	
2020	118,756.08	115,978.85	2,777.23	2.34%	
2021	177,101.36	165,807.46	11,293.90	6.38%	
Total	\$ 505,673.48	\$ 480,948.78	\$ 24,697.70		

Personal Property

	<u>As of 09/30/22</u>	<u>As of 10/31/22</u>	<u>Change</u>	<u>% Collected</u>	<u>Abatements/ Exonerations</u>
2017	30,571.39	30,357.79	213.60	0.70%	25.95
2018	39,892.23	38,243.31	1,648.92	4.13%	25.92
2019	49,392.35	47,565.91	1,826.44	3.70%	26.24
2020	75,568.95	72,898.89	2,670.06	3.53%	1,400.25
2021	180,759.30	165,293.28	15,466.02	8.56%	2,348.13
Total	\$ 376,184.22	\$ 354,359.18	\$ 21,825.04		

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
* TREASURER'S ACCOUNTABILITY *					
ASSETS					
100-0000	CASH IN OFFICE	1,000.00			1,000.00
100-0105	C&F BANK - CHECKING	625,000.00	1,350,161.11	1,349,389.11	625,772.00
100-0115	C&F BANK - INVESTMENT ACCT	930,177.82		262,633.94	667,543.88
100-0120	C&F BANK - SAVINGS ACCT	34,604.55	26,190.07		60,794.62
100-0121	ESSEX BANK-IPR ACCOUNT	14,133.49	1.20		14,134.69
100-0122	C&F BANK-PAF (JUSTICE)	1,977.11	.25		1,977.36
100-0125	FIRST BANK	722,087.06	1,432.69		723,519.75
100-0131	TRUIST - PROJECT FUND 2022	2,002,787.86	16.46		2,002,804.32
100-0132	VIRGINIA INVESTMENT POOL	3,266,079.73	6,563.64		2,872,643.37
100-0135	LOCAL GOV INVESTMENT POOL	2,774,858.08	5,887.11	400,000.00	2,780,745.19
100-0137	FIRST BANK/SEWER RESERVE	132,955.71	263.79		133,219.50
100-0141	FIRST BANK/WATER RESERVE	19,398.33	38.49		19,436.82
100-0142	C&F BANK/ASSET FORFEITURE (SAF)	63,944.73	8.34		63,953.07
100-0143	VA INVESTMENT POOL-IDA-OES DSR	103,212.27		40,471.94	103,212.27
100-0144	C&F BANK-GOVERNOR'S SCHOOL FUND	986,653.51	35,448.94		981,630.51
100-0145	FIRST BANK-WATERLINE EXT DSR ACCT	28,702.92	56.95		28,759.87
100-0146	C&F BANK-SCHOOL ESCROW	3,404.70	.43		3,405.13
100-0147	RETURNED CHECKS	50.00			50.00
100-0155	NJS HOLDING ACCT-FIRST BANK	7,121.34	14.13		7,135.47
100-0159	E&S CONTROL BOND ESCROW-C&F BANK				
100-0160	**ASSETS**	11,718,149.21	1,426,083.60	2,052,494.99	11,091,737.82
TOTAL ASSETS					
11,718,149.21		11,718,149.21	1,426,083.60	2,052,494.99	11,091,737.82
REVENUE FUND BALANCES					
300-0000	GENERAL FUND BALANCE	6,489,483.73	1,518,132.43	933,306.12	5,904,657.42
300-0100	ECONOMIC DEVELOPMENT FUND	38,871.00			38,871.00
300-0120	ASSET FORFEITURE FUND BALANCE	65,921.84		8.59	65,930.43
300-0201	SOCIAL SERVICES FUND BALANCE		124,315.35	126,761.49	2,446.14
300-0204	SCHOOL CONTINGENCY FUND				
300-0205	SCHOOL FUND BALANCE	986,653.51	411,498.27	411,498.27	981,630.51
300-0207	GOVERNOR'S SCHOOL FUND (GSSV)	2,071,778.24	40,471.94	35,448.94	2,037,900.75
300-0302	CAPITAL PROJECTS FUND BALANCE		33,893.95	16.46	
300-0401	DEBT SERVICE FUND		141,963.48		
300-0500	COMPREHENSIVE SERVICES ACT	83,812.09	21,970.50	141,963.48	98,212.74
300-0501	SEWER FUND	10,027.08		36,371.15	51,315.08
300-0515	SEWER RESERVE FUND (DSR)	132,955.71	118,861.05	160,149.05	133,219.50
300-0540	WATER RESERVE FUND	19,398.33		263.79	19,436.82
300-0545	WATERLINE EXT DSR FUND	28,702.92		56.95	28,759.87
300-0550	IDA OES RD DSR FUND	103,212.27			103,212.27
300-0560	CARES FUND				
300-0570	ARP FUND	1,596,455.75	58,358.30	1,390.61	1,539,488.06
300-0580	IPR FUND BALANCE	14,133.49		1.20	14,134.69
300-0715	IDA FUND BALANCE	930.86	95,610.31	93,685.25	994.20
300-0733	SPECIAL WELFARE FUND BALANCE	32,401.87	2,918.67	1,149.00	30,632.20
REVENUE FUND BALANCES					
11,674,738.69		11,674,738.69	2,567,994.25	1,942,108.84	11,048,853.28
TOTAL PRIOR YR FUND BALANCE					
11,674,738.69		11,674,738.69	2,567,994.25	1,942,108.84	11,048,853.28
TOTAL REVENUE					
TOTAL EXPENDITURE					

TOTAL CURRENT FUND BALANCE

TOTAL LIABILITIES AND FUND BALANCE 11,674,738.69- 2,567,994.25 1,942,108.84- 11,048,853.28-

PAGE 2
TIME 16:11

11/03/22
FUND #-999

CUMBERLAND CO
BALANCE SHEET
9/30/2022

GL070
* TREASURER'S ACCOUNTABILITY *

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
400-0000	**OTHER FUND BALANCES**				
400-0105	OVERPAYMENTS		1,983.22	1,983.22-	
400-0110	PREPAID TAXES	31,783.93-	2,243.40	1,996.29-	31,536.82-
400-0140	COMMONWEALTH DEBIT ACCOUNT				
400-0150	COMMONWEALTH CREDIT ACCOUNT	383.00-	15,389.49	15,096.49-	90.00-
400-0155	NON-JUDICIAL SALES-HOLDING ACCT	7,121.34-		14.13-	7,135.47-
400-0160	EROSION & SED CONTROL BOND ESCROW				
400-0210	COMMONWEALTH FUNDS PAID IN ERROR	4,000.00-	260.00	260.00-	4,000.00-
400-0216	ATTORNEY FEES	122.25-			122.25-
	OTHER FUND BALANCES	43,410.52-	19,876.11	19,350.13-	42,884.54-
		43,410.52-	19,876.11	19,350.13-	42,884.54-
500-0000	**UNCOLLECTED TAXES**				
500-0010	PUBLIC SERVICE CORP. TAXES PP/RE	471,874.77			346,845.65
500-0071	UNCOLLECTED 2022 REAL ESTATE TAX	3,303,749.45	525.76	125,029.12-	3,274,540.65
500-0072	UNCOLLECTED 2021 REAL ESTATE TAX	184,150.91		7,049.55-	177,101.36
500-0073	UNCOLLECTED 2020 REAL ESTATE TAX	132,386.80		3,630.72-	118,756.08
500-0074	UNCOLLECTED 2019 REAL ESTATE TAX	76,660.55		1,537.90-	75,122.65
500-0075	UNCOLLECTED 2018 REAL ESTATE TAX	48,670.63		1,893.47-	46,777.16
500-0076	UNCOLLECTED 2017 REAL ESTATE TAX	33,879.80		1,948.97-	31,930.83
500-0077	UNCOLLECTED 2016 REAL ESTATE TAX	22,036.64		810.54-	21,226.10
500-0078	UNCOLLECTED 2015 REAL ESTATE TAX	15,170.24		298.03-	14,872.21
500-0079	UNCOLLECTED 2014 REAL ESTATE TAX	10,375.50		258.78-	10,116.72
500-0080	UNCOLLECTED 2013 REAL ESTATE TAXES	4,764.63		240.13-	4,524.50
500-0081	UNCOLLECTED 2012 REAL ESTATE TAXES	2,442.19		55.08-	2,387.11
500-0150	UNCOLLECTED 2011/2006 REAL ESTATE	2,858.76			2,858.76
500-0161	2017 VEHICLE LICENSE TAX	6,742.11		195.41-	6,546.70
500-0162	2018 VEHICLE LICENSE TAX	8,801.20		306.74-	8,494.46
500-0163	2019 VEHICLE LICENSE TAX	9,921.63		248.26-	9,673.37
500-0164	2020 VEHICLE LICENSE TAX	14,057.64	23.00	626.81-	13,453.83
500-0165	2021 VEHICLE LICENSE TAX	29,632.96	46.00	2,655.07-	27,083.89
500-0166	2022 VEHICLE LICENSE TAX	256,734.93	782.00	35,576.70-	221,940.23
500-0180	UNCOLL. 2017 PERSONAL PROPERTY TAX	31,198.59		627.20-	30,571.39
500-0181	UNCOLL. 2018 PERSONAL PROPERTY TAX	41,362.49		1,470.26-	39,892.23
500-0182	UNCOLL. 2019 PERSONAL PROPERTY TAX	50,287.48		895.13-	49,392.35
500-0183	UNCOLL. 2020 PERSONAL PROPERTY TAX	80,504.07	200.12	5,135.24-	75,568.95
500-0184	UNCOLL. 2021 PERSONAL PROPERTY TAX	202,987.82	1,447.69	23,676.21-	180,759.30
500-0185	UNCOLL. 2022 PERSONAL PROPERTY TAX	3,373,974.72	11,222.46	458,329.73-	2,926,867.45
500-0200	RESERVE UNCOLLECTED COUNTY TAXES	8,405,286.51-	702,229.61	14,247.03-	7,717,303.93-
500-0400	UNCOLL MISC FEES	2,265.50			2,265.50
500-0401	RESERVE-MISC FEES	2,265.50-			2,265.50-
500-0800	UNCOLLECTED WATER CHARGES	15,533.48	11,162.70	11,230.89-	15,465.29
500-0810	RESERVE UNCOLLECTED WATER CHARGES	15,533.48-	11,230.89	11,162.70-	15,465.29-
500-0900	UNCOLLECTED SEWER CHARGES	24,269.75	23,888.23	23,749.71-	24,408.27
500-0910	RESERVE UNCOLLECTED SEWER CHARGES	24,269.75-	23,749.71	23,888.23-	24,408.27-
500-1017	UNCOLLECTED 2017 ROLLEACK TAX	535.85		368.15-	167.70
500-1018	UNCOLLECTED 2018 ROLLEACK TAX	499.33		343.33-	156.00

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PREVIOUS BALANCE	DEBIT	CREDIT	ENDING BALANCE
500-1019	UNCOLLECTED 2019 ROLLBACK TAX	462.81		318.51-	144.30
500-1020	UNCOLLECTED 2020 ROLLBACK TAX	462.64		321.27-	141.37
500-1021	UNCOLLECTED 2021 ROLLBACK TAX	125.55			125.55
500-1022	UNCOLLECTED 2022 ROLLBACK TAX				
500-1099	RESERVE-UNCOLLECTED ROLLBACK TAXES	2,086.18-	1,351.26	787,859.43-	734.92-
	UNCOLLECTED TAXES		787,859.43		
	COMMONWEALTH REIMB-PPTRA				
510-2016	COMMONWEALTH REIMB-2016	871,735.92			871,735.92
510-2017	COMMONWEALTH REIMB-2017	871,735.92			871,735.92
510-2018	COMMONWEALTH REIMB-2018	871,728.53		27.25-	871,701.28
510-2019	COMMONWEALTH REIMB-2019	871,597.77			871,597.77
510-2020	COMMONWEALTH REIMB-2020	870,351.84	128.38	21.10-	870,459.12
510-2021	COMMONWEALTH REIMB-2021	875,255.70	159.35	289.60-	875,125.45
510-2022	COMMONWEALTH REIMB-2022	866,769.37	3,082.04	5,515.12-	864,336.29
510-9999	ESTIMATED COMMONWEALTH RESERVE	6,099,175.05-	5,853.07	3,369.77-	6,096,691.75-
	COMMONWEALTH REIMB-PPTRA		9,222.84		
	STATE ACCOUNTS		797,082.27		
600-0000	UNCOLL. STATE INCOME TAX-2020				
600-0173	UNCOLL. STATE INCOME TAX-2021				
600-0174	UNCOLL. STATE INCOME TAX-2021				
600-0185	ESTIMATED STATE INCOME TAX-2021	1,713.00-	3,715.00	14,695.00-	12,693.00-
600-0186	ESTIMATED STATE INCOME TAX-2022	1,713.00	14,695.00	3,715.00-	12,693.00
600-0190	RESERVE UNCOLLECTED STATE TAXES		18,410.00	18,410.00-	
	STATE ACCOUNTS		18,410.00		
	DEBT FUNDS				
700-0000	VPSA-HS/MS LOAN #2	11,470,000.00			11,470,000.00
700-0223	WATERLINE EXT LOAN-USDA	794,081.75			794,081.75
700-0227	COURTHOUSE LOAN-SUNTRUST	2,470,227.76			2,470,227.76
700-0231	PUBLIC FACILITIES NOTE-2009	3,482,964.00			3,482,964.00
700-0236	VPSA-HS/MS LOAN #1	62,686.00			62,686.00
700-0237	AMERESCO LOAN	2,100,000.00			2,100,000.00
700-0240	TRUIST 2022A-COMMUNICATIONS EQUIP.	2,100,000.00			2,100,000.00
700-0241	TRUIST 2022B-COMMUNICATIONS EQUIP.	860,000.00		37,000.00-	823,000.00
700-0242	TRUIST 2022B-REFINANCED ELEM LOAN	1,044,000.00		74,000.00-	970,000.00
700-0243	TRUIST 2022B-REFINANCED SEWER LOAN	1,731,000.00		74,000.00-	1,657,000.00
700-0244	TRUIST 2022B-REFINANCED IDA ORS LN	24,014,959.51-	185,000.00	185,000.00-	23,829,959.51-
700-0250	RESERVE DEBT FUND		185,000.00		
	DEBT FUNDS		185,000.00		
	DEBT FUNDS		185,000.00		

Transactions for DMV Select

Oct-22

	# Transactions	Total \$	# Helped	# Transactions	Total \$	# Helped
1				17	\$2,672.95	14
2				18	\$2,456.65	11
3	56	\$2,168.41	12	19	\$1,209.06	16
4	48	\$2,615.07	9	20	\$1,726.48	5
5	45	\$4,567.90	11	21	\$3,493.51	11
6	34	\$2,043.93	6	22		
7	38	\$2,829.70	8	23		
8				24	\$2,095.63	18
9				25	\$893.90	11
10				26	\$1,256.12	15
11	65	\$9,284.01	11	27	\$1,788.19	9
12	45	\$1,338.48	7	28	\$3,079.09	12
13	44	\$1,878.39	9	29		
14	47	\$1,595.38	12	30		
15				31	\$4,564.48	17
16				937	\$53,557.33	224

CUMBERLAND COUNTY
BUILDING INSPECTIONS
DEPARTMENT



OCTOBER 2022

MONTHLY
REPORT



Building inspections Monthly Report

	Current Month	YTD	Current Month	YTD
October	2021	2021	2022	2022
Singlewides	1	8	0	3
Doublewides	0	13	0	8
Modular	0	4	0	5
New Homes	5	39	5	47
Ag & Exempt	0	4	0	6
Garages & Carports	0	17	2	9
Additions & Remodels	2	11	0	25
Misc	48	407	36	418
Commercial	1	28	0	23
Totals	57	519	43	547
Total Fees Collected	\$4,212.08	\$48,511.35	\$5,375.57	\$71,110.90
E-911 Fees Collected	\$60.00	\$684.00	\$75.00	\$879.00
Total Estimated Value	\$694,325.00	\$11,147,220.00	\$1,299,276.00	\$16,214,417.97
Admin. Fees	\$45.00	\$810.50	\$200.00	\$925.00
CO's Issued	6	47	5	63

2022 New Business License

October

Owner Name	Business Name	Business Type	Address
Hineman, Patricia A.	Bare Root Creek Flower Farm, LLC	Retail Merchant	3869 Cumberland Rd, Cumberland, VA 23040
Emily Kolokowsky	Emily Kolokowsky	Business Personal	50 Boone Trail, Cumberland, VA 23040
Brenda Powell	Another Level Quality Care	Business Personal	68 Sugarfork Rd, Cumberland, VA 23040



CRC October 2022 Items of Interest

New Ventures

- The Town of Kenbridge was **awarded \$49,800 from the Virginia Economic Development's Virginia Brownfields Assistance Fund** to fund lead/asbestos remediation and removal of an underground storage tank at a vacant commercial property slated for redevelopment. The CRC assisted the Town with this application.
- The Town of Kenbridge was **awarded \$79,750 through the Virginia Outdoor Foundation's Preservation Trust Fund** to fund the construction of a connector trail in the Town Park. The CRC assisted the Town with this application.
- Piedmont Regional Jail was **awarded \$50,000** in grant funds from the **USDA Rural Development** fund to assist with the purchase of vehicles for use by PRF staff. The CRC assisted with the application.
- The Town of Kenbridge was **awarded \$1,997.50 from the Virginia Department of Forestry's Trees for Clean Water Grant** to fund the purchase of trees as a buffer between the Town's soccer field and waste water treatment plant. The CRC assisted the Town with this application.
- The CRC is assisted Cumberland County with submitting an application to the Tobacco Commission to fund the redesign and paving of a connector trail from Cumberland Court House to Bear Creek Lake State Park.
- The CRC assisted the Town of Blackstone with submitting an application to the Tobacco Commission to fund a portion of the rehabilitation and renovation of the Armory.
- The West Piedmont Planning District Commission worked with the CRC and Southside Planning District Commission (SPDC) on a Regional Application for funds to develop a Regional Tourism Study.
- **Next CRC Meeting, Wednesday, November 16, 2022 at 9:30 a.m., Prince Edward Court House, Farmville, Virginia.**

Activity

- Regional Emergency Planning –The Consultant is continuing to work with local Registrars on the Regional Election Security Improvement project and is expected to have work completed in early January 2023.
- DEQ Watershed Implementation Plan (WIP) III Assistance: The CRC and the Amelia office of the Virginia Cooperative Extension office held a Rain Barrel Workshop at the James L. Hamner Library in Amelia Courthouse on October 8, 2022.
- PE County Access Road Project Administration: The County worked with J.R. CASKEY, INC., to execute a contract. Work is estimated to begin in Spring 2023 and be completed by August 2023.
- CRC Affordable Workforce Housing Development Program: Housing partners: Piedmont Habitat for Humanity has completed clearing lots in Farmville to prepare for four manufactured homes to be delivered; Smyth Properties, LLC began demolition and asbestos abatement on the Kenbridge downtown mixed-use property; and the Town of Blackstone is working with Southside Outreach to acquire lots.
- CRC Regional Hazard Mitigation Plan: The CRC has completed a Draft of the Plan, delivered draft copies to libraries at each member locality, and held a public input session to allow for public comments. VDEM/FEMA review later in October.
- Nottoway County Comprehensive Plan Update: The CRC staff is currently working with the Nottoway County staff to finalizing the Draft Plan and discuss the next steps in the process.
- Charlotte County Comprehensive Plan Update: The CRC Staff are working with the Planning Commission on the Inventory and Analysis and Community Resources sections of the comprehensive plan.
- Drakes Branch SLFRF Administration: The CRC assisted the Town in obtaining a cost estimate from Summit Design and Engineering for the Town's planned water infrastructure project. The Town is also pursuing bids for building an ADA pad to enter the new fire department/Municipal building.
- DHR ESHPF Kenbridge Town Hall Repairs & Charlotte County Courthouse Complex Drainage Projects: Charlotte has completed Gutter repairs and the Kenbridge contractor completed power washing the building to prepare for painting.
- GO VAR3 Entrepreneurship & Innovation Implementation Project: The CRC continues to track expenses versus match for the applicant and review submitted expenses.
- Regional Reassessment: The CRC assisted the member counties and Appomattox to interview and select two firms for an 'on call' list for reassessment.
- CRC Regional VATI Broadband Grant (Cumberland, Lunenburg & Prince Edward): Kinex has begun work in Prince Edward.
- CRC REDO Strategy and Business Plan: The CRC participated in a Contract Negotiation Meeting with DHCD for the awarded CRC GO Virginia Grant. Work on this study will begin in November with completion date of November 2023.