

**Proposed Borrowing of up to \$4,500,000
for County-wide Radio System**

LUNENBURG COUNTY, VIRGINIA

**VRA PROGRAM
RESOLUTION**

Board of Supervisors
Lunenburg County, Virginia

Resolution

At a regular meeting of the Board of Supervisors of Lunenburg County, Virginia, held in the General District Courtroom, Lunenburg Courts Building, Lunenburg, Virginia this 9th day of September, 2021:

Present:

Vote:

Charles R. Slayton, Chairman
Dr. Frank W. Bacon, Vice-Chairman
Alvester L. Edmonds.
J. Mike Hankins
T. Wayne Hoover
Edward W. Pennington
Robert G. Zava

P-1

On motion of Mr. _____, seconded by Mr. _____, which was approved with a [unanimous] [by vote consisting of ____ ayes and ____ nays], the following Resolution was adopted:

**RESOLUTION AUTHORIZING THE EXECUTION BY
LUNENBURG COUNTY, VIRGINIA OF A LOCAL LEASE ACQUISITION
AND FINANCING AGREEMENT FOR AN EMERGENCY PUBLIC RADIO
SYSTEM PROJECT IN A PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000**

WHEREAS, Lunenburg County, Virginia (the “**County**”) is a political subdivision of the Commonwealth of Virginia, and pursuant to the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “**Act**”) the Board of Supervisors of the County (the “**Board of Supervisors**”) is authorized to contract debts on behalf of the County and to issue or have issued on its behalf, as evidence thereof, notes, bonds or other obligations; and

WHEREAS, pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Act, the County is empowered to acquire, construct, reconstruct, improve, extend, enlarge, equip, install, maintain, repair and operate any project which is a public improvement or undertaking for which the County is authorized by law to appropriate money, and to pledge certain financed assets as collateral to secure the payment of debt service on any such Project, and the County is authorized to contract debts and to issue, or have issued on its behalf, as evidence thereof, bonds, notes, leases or other instruments of indebtedness payable from pledges of collateral by the County; and

WHEREAS, the Board of Supervisors has determined that a true and very real need exists for certain equipment and improvements and the installation and maintenance thereof, for a new emergency public radio system to serve the County, including a microwave communications system plus related equipment, tower site improvements, mobile and portable radios and dispatch equipment to be purchased by the County (the "**Project**") from L3Harris LLC ("**Harris**") pursuant to a Contract dated July 2, 2021 previously approved by the Board of Supervisors between the County and Harris (the "**Communications System Agreement**") and a Services Agreement between the County and Harris dated July 2, 2021 (the "**System Maintenance Contract**"), both of which Harris contracts have been previously approved by the Board of Supervisors; and

WHEREAS, the Project is essential to the governmental functions of the County and the County reasonably expects the Project to continue to be essential to the governmental functions of the County for a period of 15 years or more; and

WHEREAS, although no public hearing was required by Section 15.2-2606 of the Act, the County held a voluntary public hearing on September 9, 2021, regarding the proposed Project, and costs and expenses related to the financing of the Project, in an aggregate principal amount not to exceed \$4,500,000; and

WHEREAS, Davenport & Company LLC, the County's financial advisor (the "**Financial Advisor**"), as directed by County representatives, evaluated the considerations and benefits associated with the participation of the County in the Virginia Resources Authority ("**VRA**") 2021 Fall Pool Financing Program (the "**VRA 2021 Fall Pool Program**") and submitted an application on behalf of the County on August 6, 2021 to participate in the VRA 2021 Fall Pool Program and finance the Project on a lease purchase financing basis; and

WHEREAS, the Financial Advisor, as directed by County representatives, also prepared a Request for Proposals dated August 4, 2021 (the "**RFP**") to obtain financing offers from banks and other lenders for the financing of the Project by the County; and

WHEREAS, the Board of Supervisors, based upon an evaluation of the responses to the RFP and the recommendations of the Financial Advisor and County officials, have determined to finance the Project through the VRA 2021 Fall Pool Program; and

WHEREAS, the County plans to finance the Project on a non-binding, subject to appropriation basis, as a tax-exempt or taxable payment obligation, or any combination thereof, in the form of either a note, bond or other instrument evidencing a lease purchase financing arrangement, in one or more series and to pledge the Project assets as collateral for its moral obligation to make payments associated with the financing; and

WHEREAS, VRA has indicated its willingness to use the proceeds from the sale of one or more series of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (collectively, the "**VRA Bonds**"), in accordance with the terms of (a) a

Local Lease Acquisition and Financing Agreement dated September 17, 2021 (the “**Financing Lease**”), between VRA and the County, and (b) a Master Indenture of Trust dated as of October 1, 2002, as supplemented by the Fifty-Second Supplemental Series Indenture of Trust dated as of November 1, 2021 (the “**Trust Agreement**”), between the County and U.S. Bank, N.A. as trustee (the “**Trustee**”) to purchase the Project assets and lease them back to the County; and

WHEREAS, the Financing Lease shall indicate that a sum not to exceed \$4,500,000 (inclusive of an amount sufficient to pay related costs of incurring such lease purchase financing obligations) is the amount of proceeds requested for the Project by the County from VRA, which amount may be revised at the written request of the County prior to VRA’s bond pricing if approved by VRA (such final amount, the “**Proceeds Requested**”); and

WHEREAS, VRA has advised the County that VRA’s objective is to pay the County a purchase price for the Financing Lease that in VRA’s judgment reflects its market value (the “**Purchase Price Objective**”) taking into consideration the Proceeds Requested and such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters’ discount and other costs incurred by VRA) (collectively, the “**VRA Costs**”) and other market conditions relating to the sale of the VRA Bonds; and

WHEREAS, VRA’s determination of the Purchase Price Objective may result in the Financing Lease having a purchase price other than par and consequently (a) the County may have to enter the Financing Lease in a principal amount that is greater than or less than the Proceeds Requested in order to receive an amount of proceeds substantially equal to the Proceeds Requested or (b) if the maximum authorized principal amount of the Financing Lease set forth in Section 6 below does not exceed the Proceeds Requested by at least the amount of any VRA Costs and any original issue discount, the purchase price to be paid to the County, given the Purchase Price Objective and market conditions, will be less than the Proceeds Requested; and

WHEREAS, the Financing Lease shall provide that its terms may not exceed the parameters set forth below in Section 6;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LUNENBURG COUNTY, VIRGINIA:

1. It is found and determined that it is in the best interests of the residents of the County for the County to take all actions necessary in connection with the Financing Lease and to use the proceeds thereof to finance the Project and to pay the related issuance costs related to the lease purchase financing arrangement. Accordingly, the Board of Supervisors hereby authorizes the execution of the Financing Lease with VRA and approves the terms of the Trust Agreement, the form of which have been made available to the County prior to this meeting.

2. The Chair and Vice-Chair of the Board of Supervisors, either of whom may act, are authorized to execute and deliver the Financing Lease and to take all actions required in connection with the Trust Agreement. The Financing Lease shall be in substantially the form attached as Exhibit A hereto and made available prior to this meeting, which is approved, with

such completions, omissions, insertions and changes not inconsistent with this resolution as may be approved by the Chair or Vice-Chair, whose approval shall be evidenced conclusively by the execution and delivery thereof.

3. The Chair and the Vice-Chair of the Board of Supervisors, either of whom may act, are authorized to execute and deliver the Financing Lease and the Trust Agreement. The Financing Lease shall be in substantially the form made available prior to this meeting, which is approved, with such completions, omissions, insertions and changes not inconsistent with this resolution as may be approved by the Chair or Vice-Chair, whose approval shall be evidenced conclusively by the execution and delivery thereof. For purposes of this resolution, all capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Financing Lease.

4. The Financing Lease shall be payable based upon the moral obligation of the County to appropriate funds necessary to make all payments due with respect to the Financing Lease. The Financing Lease shall be a limited obligation of the County, and nothing in the Financing Lease, the Communication System Agreement or the Maintenance Contract shall be deemed to create or constitute a general obligation pledge of the faith and credit of the Commonwealth of Virginia, VRA or any political subdivision thereof, including the County.

5. All of the equipment and associated components of the Project (the "**Project Assets**") purchased by VRA and leased back to the County will be pledged as collateral for the amounts payable with respect to the Financing Lease. Certain contracts the County has in place with respect to the acquisition and installation of the Project Assets, usage licenses, site location agreements for Project Assets with radio tower owners, performance warranties and Project maintenance will be assigned to VRA to secure the Financing Lease payments. A UCC financing statement identifying the Project Assets pledged and VRA as a secured party will be filed by or on behalf of the County.

6. The Financing Lease shall be dated the date that is 30 days prior to the closing date of the VRA Bonds. The County authorizes the execution of the Financing Lease with VRA on such terms as shall be determined by VRA subject to the Purchase Price Objective and market conditions described in the recitals hereof; provided, however, that the Financing Lease (a) shall be in a principal amount not to exceed \$4,500,000, (b) shall mature no later than December 31, 2036, (c) shall have a "true" interest cost not to exceed 4.00% (exclusive of "Supplemental Interest" as provided in the Financing Lease), (d) shall be entered upon with VRA at a price that is substantially equal to the Proceeds Requested and (e) shall be subject to prepayment upon the terms set forth in the Financing Lease. Subject to the preceding terms, the County further authorizes the Chairman or Vice-Chairman of the Board of Supervisors to accept the final terms presented by VRA, including (x) the final principal amount of the Financing Lease and (y) the amortization schedule (including the principal installment dates and amounts) for the Financing Lease.

If the limitation on the maximum principal amount of the Financing Lease set forth in this Section 6 restricts VRA's ability to generate the Proceeds Requested, taking into account the

VRA Costs, the Purchase Price Objective and market conditions, the Chairman or Vice-Chairman of the Board of Supervisors is authorized to accept a purchase price for the Financing Lease at an amount less than the Proceeds Requested. The actions of the Chairman or Vice-Chairman of the Board of Supervisors in determining the final terms of the Financing Lease shall be conclusive, and no further action shall be necessary on the part of the County.

As set forth in the Financing Lease, the County agrees to pay such "Supplemental Interest" and other charges as provided therein, including such amounts as may be necessary to maintain or replenish the VRA Reserve, if any. The principal of and premium, if any, and interest on the Financing Lease shall be payable in lawful money of the United States of America. The Financing Lease shall be substantially in the form attached as Exhibit A to this resolution.

7. The Chair, the Vice-Chairman of the Board of Supervisors and the County Administrator are hereby authorized and directed to have the Financing Lease delivered and executed by the Trustee pursuant to the Trust Agreement, and to cause the Financing Lease so executed to be delivered to, or at the direction of, VRA upon payment therefor.

8. The officers of the County are authorized and directed to execute and deliver all certificates, instruments and documents, including a non-arbitrage certificate and tax compliance agreement (the "**Tax Compliance Agreement**"), and to take such further action as they may consider necessary or desirable in connection with this resolution, the Financing Lease and the Trust Agreement related to the Tax Compliance Agreement.

9. The County covenants that it shall not take or omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "**Code**"), or otherwise cause interest on the VRA Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of the Tax Compliance Agreement that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Financing Lease, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required or is no longer required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The County shall pay any such required rebate from legally available funds.

10. The County covenants that it shall not permit the proceeds of the Financing Lease or the facilities financed therewith to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if

the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the VRA Bonds from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such covenants.

11. The County authorizes and consents to the inclusion of information with respect to the County contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. If appropriate, such disclosure documents shall be distributed in such manner and at such times as VRA shall determine. The County Administrator and Deputy County Administrator are authorized and directed to take such actions as may be necessary or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12.

12. The County has heretofore received and reviewed the Information Statement (the "Information Statement") describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool (the "Contract"), and the County has determined to authorize the Chair or Vice-Chair of the Board of Supervisors, if and as necessary, to utilize SNAP in connection with the investment of the proceeds of the Financing Lease. The County acknowledges the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

13. The officers of the County are authorized and directed to execute and deliver all certificates, closing papers, requisitions and other instruments considered necessary or desirable in connection with the execution and delivery of the Financing Lease pursuant to this resolution and the Trust Agreement. All other actions of the officers of the County in conformity with the purposes and intent of this resolution and in furtherance of the Financing Lease are ratified, approved and confirmed.

14. Any provisions to this resolution requested by VRA that are not inconsistent with the terms and statements herein shall be hereby incorporated by reference herein.

15. The Clerk of the Board of Supervisor is authorized and directed to arrange for a certified copy of this resolution to be filed with reasonable dispatch in the office of the Clerk of the Circuit Court of Lunenburg County, Virginia.

16. This resolution shall take effect immediately.

Adopted: September 9, 2021

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Lunenburg County, Virginia hereby certifies that the foregoing is a true, correct and complete copy of a resolution duly adopted by a majority of the members of the Board of Supervisors of Lunenburg County, Virginia present and voting during the meeting duly called and held on September 9, 2021, and that such resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. A summary of the members present or absent at such meeting, and the recorded vote with respect to the foregoing resolution, is set forth below:

Member Name	Present	Absent	Voting		
			Yes	No	Abstaining
Charles R. Slayton, Chairman					
Dr. Frank W. Bacon, Vice-Chairman					
Alvester L. Edmonds.					
J. Mike Hankins					
T. Wayne Hoover					
Edward W. Pennington					
Robert G. Zava					

WITNESS my hand and seal of the County this _____ day of September, 2021.

 Clerk, Board of Supervisors of
 Lunenburg County, Virginia

(SEAL)

45933861_6

**LOCAL LEASE ACQUISITION AGREEMENT
AND FINANCING LEASE**



LUNENBURG COUNTY, VIRGINIA

**RFP RESPONDENT
RESOLUTION**

Note: The bracketed Recitals and Section 11 of this Resolution shall be removed if Banc of America Public Capital Corporation is the Lender selected.

Board of Supervisors
Lunenburg County, Virginia

Resolution

At a regular meeting of the Board of Supervisors of Lunenburg County, Virginia, held in the General District Courtroom, Lunenburg Courts Building, Lunenburg, Virginia this 9th day of September, 2021:

Present:

Vote:

Charles R. Slayton, Chairman
Dr. Frank W. Bacon, Vice-Chairman
Alvester L. Edmonds.
J. Mike Hankins
T. Wayne Hoover
Edward W. Pennington
Robert G. Zava

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On motion of Mr. _____, seconded by Mr. _____, which was approved with [a unanimous vote][by vote consisting of ____ ayes and ____ nays], the following Resolution was adopted:

**RESOLUTION AUTHORIZING THE ESTABLISHMENT
BY LUNENBURG COUNTY, VIRGINIA
OF A NOT TO EXCEED \$4,500,000
EMERGENCY PUBLIC RADIO SYSTEM PROJECT
LEASE FINANCING ARRANGEMENT**

WHEREAS, Lunenburg County, Virginia (the “**County**”) is a political subdivision of the Commonwealth of Virginia, and pursuant to the Public Finance Act of 1991 (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) (the “**Act**”) the Board of Supervisors of the County (the “**Board of Supervisors**”) is authorized to contract debts and enter lease purchase equipment financing arrangements on behalf of the County and to issue, or have issued on its behalf, as evidence thereof, notes, bonds, lease purchase financing agreements or other obligations; and

WHEREAS, pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Act, the County is empowered to acquire, construct, reconstruct, improve, extend, enlarge, equip, install, maintain, repair and operate any project which is a public improvement or undertaking for which the County is authorized by law to appropriate money, and to pledge certain financed assets as collateral to secure the payment of debt service on any such project,

and the County is authorized to contract debts and to issue, or have issued on its behalf, as evidence thereof, bonds, notes, leases or other instruments of indebtedness payable from pledges of collateral of the County; and

WHEREAS, the Board of Supervisors has determined that a true and very real need exists for certain equipment and improvements and the installation and maintenance thereof, for a new emergency public radio system to serve the County, including a microwave communications system plus related equipment, tower site improvements, mobile and portable radios and dispatch equipment to be purchased by the County (the "**Project**") from L3Harris LLC ("**Harris**") pursuant to a Contract dated July 2, 2021 previously approved by the Board of Supervisors between the County and Harris (the "**Communications System Agreement**") and a Services Agreement between the County and Harris dated July 2, 2021 (the "**System Maintenance Contract**"), both of which Harris contracts have been previously approved by the Board of Supervisors; and

WHEREAS, the Project is essential to the governmental functions of the County and the County reasonably expects the Project to continue to be essential to the governmental functions of the County for a period of 15 years or more; and

WHEREAS, the County held a voluntary public hearing on September 9, 2021, regarding the Project and the proposed financing of the Project, even though such public hearing was not required by Section 15.2-2606 of the Act; and

WHEREAS, Davenport & Company LLC, the County's financial advisor (the "**Financial Advisor**"), as directed by County representatives, evaluated the considerations and benefits associated with the participation of the County in the Virginia Resources Authority ("**VRA**") 2021 Fall Pool Financing Program (the "**VRA 2021 Fall Pool Program**") and submitted an application on behalf of the County on August 6, 2021 to participate in the VRA 2021 Fall Pool Program and finance the Project on a lease purchase financing basis; and

WHEREAS, the Financial Advisor, as directed by County representatives, also prepared a Request for Proposals dated August 4, 2021 (the "**RFP**") to obtain financing offers from banks and other lenders for the funding of the acquisition and installation of equipment and other related assets associated with the Project; and

[**WHEREAS**, the Board of Supervisors, based upon an evaluation of the responses to the RFP presented by the Financial Advisor and a discussion regarding the benefits of the VRA 2021 Fall Pool Program and the recommendations of County officials and the Financial Advisor, [the Board of Supervisors has accepted a proposal from [_____] (the "**Lender**") to finance the Project.]

WHEREAS, the County shall undertake a non-binding moral obligation to finance the Project, on a subject to appropriation basis, through the incurrence of a tax-exempt or taxable financial obligation, or any combination thereof, in the form of a lease purchase financing arrangement for the equipment and other assets comprising the Project (the "**Project Assets**"), in

one or more series, in accordance with a Master Equipment Lease/Purchase Agreement in an amount not to exceed \$4,500,000 to finance the Project, substantially in the form attached hereto as Exhibit A, or a similar contract with comparable provisions (the "**Financing Lease**") and;

WHEREAS, (i) all amounts payable by the County to the Lender with respect to the Project in accordance with the Financing Lease are subject to appropriation by the Board of Supervisors; (ii) the Board of Supervisors is not under any obligation to make any appropriation with respect to amounts due under the Financing Lease; (iii) the payment obligation described in the Financing Lease is a moral obligation and not a general obligation of the County or a charge against the general credit or taxing power of the County; and (iv) amounts payable by the County under the Financing Lease do not constitute a debt of the County within the meaning of any constitutional, charter or statutory limitation in the Commonwealth of Virginia; and

[**WHEREAS**, the County reasonably anticipates that it and its subordinate entities will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year; and]

[**WHEREAS**, the County desires to designate the Financing Lease as a "qualified tax-exempt obligation" under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**");]

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LUNENBURG COUNTY, VIRGINIA:

1. **Authorization of the Financing Lease.** The Board of Supervisors hereby finds and determines that it is advisable and in the best interests of the County to enter a financing arrangement directly with the Lender as evidenced by the Financing Lease in an amount not to exceed \$4,500,000 whereby rental payments to the Lender with respect to the Project correspond with the debt service payments on the Financing Lease. The Financing Lease shall be established for the purpose of financing all or a portion of the costs of the Project and related expenses incurred to finance the Project. The Board of Supervisors now hereby authorizes the execution of the Financing Lease with the Lender in accordance with the terms approved by the Board of Supervisors herein.
2. **Use of Financing Lease Proceeds.** The proceeds derived from the issuance of the Financing Lease, after the payment of the financing costs associated with the Project, are expected to be applied to the payment of (or for the reimbursement to the County of costs previously paid) all or a portion of the costs of the Project. If the actual costs for the Project exceeds the anticipated costs, such excess may be paid from any other lawful source of County funds that will not impact the tax-exempt status of the Financing Lease, including other bond issues.
3. **Description of Financing Lease.** The Financing Lease shall evidence the County's obligation to repay, on a subject to appropriation basis, payment obligations in an aggregate principal amount not to exceed \$4,500,000 plus interest, the general details of which

are described in the written proposal of the Lender selected by the County as presented to the Board of Supervisors by the Financial Advisor in connection with the discussions of responses to the RFP received by the County (the “**Lender Loan Proposal**”). A copy of the Lender Loan Proposal, in substantially final form, has been provided to the Board of Supervisors and is attached as Exhibit B.

The terms of the Lender Loan Proposal as presented to the Board of Supervisors by the Financial Advisor are hereby approved, and Bond Counsel is hereby directed to incorporate such details into the Financing Lease that are appropriate to reflect the economic features and financing structure selected by the Board of Supervisors. The Financing Lease payments have a final maturity date of October 1, 2036 and the principal on the Financing Lease payments shall be payable annually on October 1 of each year, beginning on October 1, 2022. Interest on the outstanding principal amount payable to the Lender in accordance with the Financing Lease shall be payable at an interest rate not to exceed 4% percent per annum on April 1 and October 1 each year during which such payment obligation remains outstanding, commencing on April 1, 2022. The Financing Lease may be prepaid in whole or in part pursuant to the Lender Loan Proposal.

4. Security for the Financing Lease. All of the equipment and associated components of the Project (the “**Project Assets**”) will be pledged as collateral for the amounts payable with respect to the Financing Lease. Certain contracts the County has in place with respect to the acquisition and installation of the Project Assets, usage licenses, site location agreements with radio tower owners, performance warranties and Project maintenance will be assigned to the Lender to secure the Financing Lease payments. A UCC financing statement identifying the Project Assets pledged and the Lender as a secured party will be filed by or on behalf of the County.

5. Financing of the Project is Subject to Appropriation and not a Debt of the County. Nothing in this resolution or any documents executed or delivered in connection with the Project shall constitute a debt or a pledge of the faith and credit of the County, including but not limited to the Financing Lease, the Communication Systems Agreement and the Maintenance Contract. The County shall not be obligated to make any payments with respect to the Financing Lease or the Project except from payments made by or on behalf of the County pursuant to the annual appropriation thereof by the Board of Supervisors in accordance with applicable law. The obligation of the County to make payments under the Financing Lease will be subject to the Board of Supervisors of the County making annual appropriations for such purpose.

6. Approval of Financing Lease and Related Documents. The Financing Lease is hereby approved in substantially the form presented to this meeting, together with any related financing documents. The Board of Supervisors, on behalf of the County, has adopted this resolution as its moral obligation to repay the amounts due with respect to the Financing Lease. The Chairman or Vice-Chairman of the Board of Supervisors, or either of them, and the County Administrator and Clerk of the Board of Supervisors, are each hereby authorized to execute and place the County seal upon the Financing Lease and such other instruments and documents as are necessary to execute and deliver the Financing Lease to secure the financing of the Project,

including, but not limited to, any related escrow agreements, security agreements and financing statements.

7. **Delegation of Authority to Finalize the Financing Lease and Related Documents.** The Financing Lease, substantially in the form attached as Exhibit A, is hereby approved. The final terms of the Financing Lease shall be determined by the Chairman or the Vice-Chairman of the Board of Supervisors and evidenced conclusively by his execution and delivery of the Financing Lease, together with all other financing documents and closing papers associated with the issuance of the Financing Lease, including but not limited to any loan or corresponding agreement with the Lender, and no further action of the Board of Supervisors shall be required. The Chairman of the Board of Supervisors or Vice-Chairman is hereby authorized to execute and deliver the Financing Lease to the Lender, and the Clerk of the Board of Supervisors is hereby authorized to affix and attest the Seal of the County thereon.

8. **Tax Covenants.** The County covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the “Code”) and the applicable Treasury Regulations promulgated thereunder at all times during which the Financing Lease is outstanding.

9. **Reimbursement Authorization.** To the extent not previously declared, the County intends that the adoption of this Resolution will be a declaration of the County’s official intent in accordance with U.S. Treasury Regulation Section 1.150-2 to obtain reimbursement from the Financing Lease proceeds or any subsequent debt obligations of the County for expenditures on the Project made on or after 60 days prior to the date hereof. The County intends that funds that have been advanced for costs of the Project, or which may be so advanced, may be reimbursed from proceeds of the Financing Lease, or any subsequent debt obligations.

10. **Other Actions.** All other actions of officers of the County taken heretofore or hereafter conforming with the purposes and intent of this resolution are approved, ratified and confirmed. The Board of Supervisors hereby approves and directs Williams Mullen, Bond Counsel to the County, the Financial Advisor and County staff to prepare and review the financing documents as appropriate and take such actions as are necessary or appropriate in connection with the Financing Lease.

[11. **Bank Qualification Designation.** The County hereby designates the Financing Lease as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code. The County (together with any subordinate entities) does not reasonably anticipate issuing more than \$10,000,000 in bonds, notes, leases or other obligations of the County (excluding private activity bonds which are not qualified 501(c)(3) under Section 145 of the Code) during calendar year 2021 and will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to Section 265(b)(3) of the Code during such calendar year. Upon the advice and assistance of Bond Counsel, the Chairman or Vice-Chairman of the Authority is hereby authorized to make a similar designation and allocation with respect to the Bonds pursuant to a certificate or similar document to be executed by the Chairman or Vice-Chairman.]

12. **Incorporation of Certain Financing Lease Provisions by Reference.** Any statements set forth in the sample resolutions attached as an Exhibit to the Financing Lease that are not expressly set forth herein and not inconsistent with provisions herein are hereby incorporated by reference herein.

13. **Bond Counsel.** The County hereby reaffirms the appointment of Williams Mullen as Bond Counsel in connection with the Financing Lease to supervise the proceedings and approve the legality and determine the tax status of the interest payment obligations under the Financing Lease.

14. **Filing of Resolution.** The Clerk or any Deputy Clerk of the Board of Supervisors or other agent or employee of the County, is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Circuit Court of Lunenburg County, Virginia.

15. **Effective Date.** This Resolution and the provisions contained herein shall become effective immediately upon adoption.

Adopted: September 9, 2021

CERTIFICATE

The undersigned Clerk of the Board of Supervisors of Lunenburg County, Virginia hereby certifies that the foregoing is a true, correct and complete copy of a resolution duly adopted by a majority of the members of the Board of Supervisors of Lunenburg County, Virginia present and voting during the meeting duly called and held on September 9, 2021, and that such resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof. A summary of the members present or absent at such meeting, and the recorded vote with respect to the foregoing resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
Charles R. Slayton, Chairman					
Dr. Frank W. Bacon, Vice-Chairman					
Alvester L. Edmonds					
J. Mike Hankins					
T. Wayne Hoover					
Edward W. Pennington					
Robert G. Zava					

WITNESS my hand and seal of the County this ____ day of September, 2021.

 Clerk, Board of Supervisors of
 Lunenburg County, Virginia

(SEAL)

45931124_6

Form of Financing Lease

Lender Loan Proposal

Lunenburg Solar Facilities Ordinance

Numerous comments have been received in regard to the Lunenburg Solar Facilities Ordinance. Due to the length of the comments, they are not included in the packet; however, are available at the County Administration Office or via email if you would like to review them. You can call the office at 434.696.2142 or via email: taylor@lunenburgva.net

Proposed Ordinance for Solar Energy Facilities in Lunenburg County, VA

Section 1. Purpose and intent.

The purpose of this article is to provide for and regulate the location, siting, development, construction, installation, operation, and decommissioning of solar energy facilities in the county in a manner that promotes the goals of the Comprehensive Plan to facilitate safe, effective, and efficient use of such facilities while protecting the health, safety, and welfare of the community and avoiding adverse impacts on county resources.

The intent of this article is to allow solar energy facilities in a manner that promotes the development of renewable energy sources, while limiting impacts on natural resources, including pollinator and wildlife habitats, water resources, and existing agricultural, forestry, residential, commercial, industrial, historical, cultural, and recreational uses of property or the future development of such uses of property in the county.

This article is not intended to abridge safety, health, environmental, or land use requirements contained in other applicable laws, codes, regulations, standards, or ordinances. This article does not supersede or nullify any provision of local, state, or federal law that applies to solar energy facilities.

Section 2. Definitions.

The following words, terms, and phrases, used in this article, shall have meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

2232 review. The review required by the Code of Virginia (§15.2-2232) for features not shown on the adopted master plan, including public utility facilities.

Acreage coverage. The total acres covered by PV pods, buildings, inverters, a substation, battery storage, ancillary equipment, and fencing around these items but excluding wildlife corridors, mandated setbacks, wetlands, and other avoided natural or cultural features outside of the security fencing on the project site.

Applicant. The person or entity who applies to the county for a zoning permit and/or Conditional Use Permit, to site, develop, construct, install, and/or operate a solar energy facility under this article.

Brownfield. A former industrial or commercial site typically containing low levels of environmental pollution such as hazardous waste or industrial byproducts.

Decommissioning and Reclamation Plan. A plan to disconnect, remove, and properly dispose of equipment, facilities, or devices and restore the site.

Facility Owner. The person or entity that owns or leases all or a portion of the solar energy facility.

Integrated Photovoltaics (Integrated PV). Photovoltaics incorporated into building materials for structures, such as shingles or roofs. Such structure(s) may be free standing and be an accessory use to the principal use of the property.

Operator. The person or entity responsible for the overall operation and management of the solar energy facility, if different than the facility owner.

Photovoltaic (PV). Materials and devices that absorb sunlight and convert it directly into electricity.

Project area. The area within a site used for the construction and operation of the solar energy facility, including security fencing but excluding setbacks and buffer areas.

PV Pod. Contiguous rows of solar panels, including the space between rows, fenced together in a group. A solar facility is typically comprised of multiple pods.

Rated capacity. The maximum capacity of a solar energy facility based on the sum of each photovoltaic system's nameplate capacity.

Site. The property parcels containing a solar energy facility.

Site Owner. The person or entity that owns all or a portion of the site, if different than the facility owner.

Siting Agreement. An agreement entered into between the Applicant and the county as defined in Va. Code § 15.2-2316 et seq.

Solar Energy Generating Facilities (Solar Facilities). Solar energy generating devices, inverters, a substation, ancillary equipment, buildings, security fencing, access roads, setbacks, and screening on the site. Solar energy generating devices utilize sunlight as an energy source to heat or cool buildings, heat or cool water, or produce mechanical power by means of any combination of collecting, transferring, or converting solar generated energy. The term applies to, but is not limited to, solar photovoltaic systems, solar thermal systems, and solar hot water systems.

Solar Facility, Community. A facility that generates electricity from sunlight that was not constructed by an investor-owned utility that will be part of an investor-owned utility's community solar pilot program. A community solar facility does not exceed two megawatts (2 MW) alternating current. This facility type is a subset of either integrated PV, small-scale, or medium-scale solar facility.

Solar Energy Facility, Large-scale. A ground-mounted solar facility that generates electricity from sunlight on an area adequate to support a rated capacity of five megawatts (MW) alternating current or greater.

Solar Energy Facility, Medium-Scale. A ground-mounted solar facility that generates electricity from sunlight on an area adequate to support a rated capacity greater than one megawatt (1 MW) and less than five megawatts (5 MW) alternating current.

Solar Facility, Multi-Family. A ground-mounted facility that generates electricity from sunlight that was not constructed by an investor-owned utility and that will be part of an investor-owned utility's multi-family shared solar pilot program. A multi-family shared solar facility does not exceed three megawatts (3 MW) alternating current at any single location or that does not exceed five megawatts (5 MW) alternating current at contiguous locations owned by the same entity or affiliated entities, serves at least three subscribers, is connected to the electric distribution grid, and is located on a parcel of land on the premises of the multi-family utility customer or adjacent thereto.

Solar Facility, Power Purchase Agreement (PPA). A facility that generates electricity from sunlight that was not constructed by an investor-owned utility and that will be part of an investor-owned utility's power purchase agreement solar pilot program. A facility has a capacity of no less than 50 kilowatts and no more than three megawatts (3 MW) alternating current. This facility type is a subset of either rooftop, small-scale, or medium-scale solar facility.

Solar Energy Facility, Small-Scale. A ground-mounted solar facility that generates electricity from sunlight on an area adequate to support a rated capacity of one megawatt (1 MW) alternating current or less.

Viewshed. The view of an area from a specific vantage point. It includes all surrounding points that are in line of sight with that location.

Section 3. Applicability; Permitting.

The requirements set forth in this article shall govern the location, siting, development, construction, installation, operation, and decommissioning of solar energy facilities in the county. Battery energy storage facilities shall not be allowed.

Facilities shall be permitted as follows:

- a. **Integrated Photovoltaics (Integrated PV)** may be allowed by-right on roofs structures or free standing as an accessory use to the principal use of the property. Integrated PV systems shall have a zoning permit application to the Zoning Administrator for review and approval; follow all Federal, State, and Local regulations; and be located on the property to be served. Rooftop facilities on commercial or industrial buildings shall also submit an engineering study to the Building Official Office for review and approval.
- b. **Solar energy facilities, small-scale** are required to have a Conditional Use Permit unless waived by the County. The Zoning Administrator may require additional information from the applicant to determine whether the facility requires a Conditional Use Permit. If a Conditional Use Permit is required, the Zoning Administrator may exempt applications from some of the requirements of this article.

- c. *Solar energy facilities, medium-scale* are required to have a Conditional Use Permit unless waived by the County. The Zoning Administrator may require additional information from the applicant to determine whether the facility requires a Conditional Use Permit.
- d. *Solar energy facilities, large-scale* are required to have Conditional Use Permit to be constructed, installed, or operated in the county. No large-scale solar energy facility shall be constructed on property that carries a Conservation Easement, whether local, state, or federal.
- e. All solar facilities shall require a County Building Permit and shall be subject to the requirements found in Virginia Code § 15.2-2288.7 (Local regulation of solar facilities).

Section 4. Applications and procedures for solar energy facilities.

In addition to materials required for a permit application under section 3, applications for solar energy facilities shall, unless otherwise provided herein, include:

1. A pre-application meeting. The meeting shall be held with the Zoning Administrator to discuss the location, scale, and nature of the proposed use and what will be expected during that process.

2. Community meeting. An in-person public meeting shall be held at least 30 days prior to the determination that the project is in substantial accord with the Comprehensive Plan to give the community an opportunity to hear from the applicant and ask questions regarding the proposed facility. The meeting shall adhere to the following:

- a. The applicant shall inform the Zoning Administrator and adjacent property owners in writing of the date, time, and location of the meeting, at least 14 but no more than 21 days, in advance of the meeting date.
- b. The date, time and location of the meeting shall be advertised in a newspaper of record in the County by the applicant, at least 14 but no more than 21 days, in advance of the meeting date.
- c. The meeting shall be held within the County, at a location open to the public with adequate parking and seating facilities that will accommodate persons with disabilities.
- d. The meeting shall give members of the public the opportunity to review application materials, ask questions of the applicant, and provide feedback.
- e. The applicant shall provide to the Planning Office with a summary of any input received from members of the public at the meeting and copies of any written submissions from the public.

3. Official application form, fees, and required information. The form and fee schedule are provided by the Zoning Administrator in accord with Lunenburg County Zoning Ordinance Sec. 3-16. Fees. The County may retain qualified third parties to review portions of a permit application that are outside the County's areas of expertise and do not have adequate state and federal review. Any out-of-pocket costs incurred by the County for such review by qualified third-party shall be paid by the applicant. The third-party reviewers and their estimated costs will be submitted to applicant for approval before the costs are incurred. The County may, in the alternative, accept such review by qualified third-party selected, retained, and paid by the applicant. Fees for other

costs incurred by the County will be paid by the applicant in accordance with fee schedules as published in the Lunenburg County Code. Required information includes:

- a. **Project narrative.** A narrative identifying the applicant, facility owner, site owner, and operator, if known at the time of application, and describing the proposed solar energy facility, including an overview of the project and its location; the size of the site, and the project area; the current use of the site; the estimated time for construction and proposed date for commencement of operations; the planned maximum rated capacity of the facility; the approximate number; representative types and expected footprint of solar equipment to be constructed, including the maximum number of photovoltaic panels; ancillary facilities; and how and where the electricity will be transmitted, including the location of the proposed electrical grid interconnection.
- b. **Environmental impacts narrative.** A report on the potential impacts on the environment, including water and air quality, at the site and within a two and one-half (2.5) mile radius of the proposed facility using information provided by the Virginia Department of Environmental Quality (DEQ), the Virginia Department of Conservation (DCR), and/or a qualified third party, such as ConserveVirginia. The County shall have the right to request a review from DEQ and/or DCR prior to the determination that the project is in substantial accord with the Comprehensive Plan.
- c. **Wildlife impacts narrative.** A report on the potential impacts on wildlife and wildlife habitats at the site and within a two and one-half (2.5) mile radius of the proposed facility using information provided by the Virginia Department of Wildlife Resources (DWR) or a qualified third party. The County shall have the right to request a review from DWR prior to the determination that the project is in substantial accord with the Comprehensive Plan.
- d. **Cultural impacts narrative.** A Virginia Cultural Resource Information System report taken from the latest data provided by the Virginia Historic Resources, Virginia Cultural Resource Information System must be submitted to identify historical, architectural, archeological, or other cultural resources at the site and within a two and one-half (2.5) mile radius of the proposed facility.
- e. **Preliminary Site Plan.** The site plan drawings shall include the following information:
 1. Property lines, minimum required setback lines under this article, and any proposed setback lines that exceed the minimum requirements.
 2. Existing and proposed buildings and structures, including the preliminary location(s) of the proposed solar equipment.
 3. Existing and proposed roads, permanent entrances, temporary construction entrances, drives, turnout locations, and parking, including written confirmation from the Virginia Department of Transportation that all entrances meet applicable requirements and are appropriate for the use.
 4. Proposed locations and maximum heights of substations, electrical cabling from the solar systems to the substations, panels, ancillary equipment and facilities, buildings, and structures (including those within any applicable setbacks).

5. Fencing, as required under this article, and other methods of ensuring public safety.
6. Areas where the vegetative buffering, required in this article, will be installed and maintained and areas where pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers required in this article will be installed and maintained.
7. Existing wetlands, waterways, floodplains, woodlands, and areas containing substantial woods or vegetation.
8. Identification of recently cultivated lands and predominant soil types based on geotechnical investigation.
9. Topographic map of the site with contours at a maximum of 5-foot intervals. Interpolation of satellite generated maps or USGS maps is acceptable.
10. Additional information may be required, as determined by the Planning Office, such as a scaled elevation view and other supporting drawings, photographs of the proposed site, photo or other realistic simulations or modeling of the proposed solar energy project from potentially sensitive locations as deemed necessary by the Planning Office to assess the visual impact of the project, aerial image or map of the site, and additional information that may be necessary for a technical review of the proposal. The Planning Commission or Board of Supervisors may require other relevant information deemed to be necessary to evaluate the application.
11. General location of all landscape areas, stream buffers, and wildlife corridors.
12. General location, height, and material for all fences, walls, screen plantings, berms, and peripheral landscaping. The dimensions of required perimeter and front buffer(s), if any, shall be shown.
13. Proposed location of all non-residential uses, accessory or main, including accessory structures, retaining walls, wells, pedestrian bridges, etc.
14. Proposed locations and orientation of all proposed detached, free-standing signs, if known.
15. Method of transporting construction personnel to the construction area, including construction materials storage areas.
16. List of all adjacent property owners, their tax map numbers, and addresses.
17. Drawings shall include:
 - i. Name of the site plan, proposed purpose of the plan set, and case number shall be shown in the lower right corner of the cover sheet.
 - ii. Magisterial District, County, and State.
 - iii. Owner's name and address.
 - iv. Applicant's name and address.
 - v. Tax Parcel Number and total acreage of the project.
 - vi. Name of individual or firm that prepared plan including professional status and seal where applicable.
 - vii. Address and telephone number of individual or firm that prepared the plan.
 - viii. Date of submission and all revision dates.
 - ix. Sheet number/ total sheets.
 - x. Zoning district boundaries including zoning of project property.
 - xi. Approval letters for any prior zoning, conditional use permit, special exception, variance, or other permitted use shall be copied on cover page number 2 of the plan set.

- xii. Location maps, at a scale no greater than 1": 1000'.
 - xiii. North arrow shall be on each page of the set.
 - xiv. The scale of the plan shall be as follows:
 - a. Projects containing more than 200 acres: not more than 200': 1".
 - b. Projects containing 50 to 200 acres: not more than 100': 1"
 - c. Projects containing 10 to 50 acres: not more than 50': 1"
 - d. Projects containing 10 acres or less: not more than 30': 1".
 - xv. Show and list any applicable Overlay districts for this property including any Conservation Easements.
 - xvi. Site tabulation charts showing the following:
 - a. Buildings: _____ Sq. ft. _____ % of site area.
 - b. Impervious area: _____ Sq. ft. _____ % of site area.
 - c. Open area: _____ Sq. ft. _____ % of site area.
 - xvii. Parking required and provided.
 - xviii. Loading space and area required and provided.
 - xix. The boundaries of the property involved; County and/or town boundaries; property lines with bearings and distances; existing easements with recordation reference; streets with R/W width and Route number; buildings, and /or waterways; burial sites or cemeteries; and major tree masses.
- f. **Public Information.** Additional information as may be available on public databases, such as ConserveVirginia, including:
- 1. Location and dimensions of all off-street parking and loading areas and traffic zones.
 - 2. The general location and character of construction of proposed, streets, alleys, driveways, curb cuts, entrances, exits, both existing and proposed.
 - 2. Distances from the centerline of driveways and public roadways in either direction from the subject site and site boundary lines.
 - 3. Turning radius at intersections. For sites utilizing commercial freight transfer vehicles, the radius is required to be based on the tractor and 53' trailer.
 - 4. Location and method of screening for all outdoor waste receptacles on site. Dumpsters must be screened on all four sides. Provide a detail of the fence enclosure and gate on the plans.
 - 5. The approximate location(s) and size(s) of sanitary and storm sewers, water mains, culverts, and other underground structures, both existing and planned, in or adjacent to the project.
 - 6. All existing easements must reference recordation information, including recorded court location (i.e., Deed book and page number).
 - 7. Sanitary facilities, if private, including the locations of primary and secondary drain fields.
 - 8. Existing, electric, telephone, and cable lines.
 - 9. Location of all non-visible, or underground structures, major service lines, graves, shelters.
- g. **Draft landscaping and screening plan.** The applicant must submit a landscaping and screening plan that addresses the vegetative buffering required in this article, including the use of existing and newly installed vegetation to screen the facility. The plan also must

address the use of pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers in the project area and in the setbacks and vegetative buffering, as required in this article.

- h. **Draft grading plan.** The plan shall identify:
 - 1. Areas of steep slopes.
 - 2. Locations of topsoil to be removed and preserved.
 - 3. Locations of stormwater drainage and erosion and sediment control features.

- i. **Draft Traffic Study.**
 - 1. A traffic study modelling the construction and decommissioning processes.
 - 2. The haul route(s) must be provided and approved for construction impacts.

- j. **Draft Decommissioning and Reclamation Plan.** The plan shall identify:
 - 1. The anticipated life of the project. The applicant shall provide the basis for determining the anticipated life of the project.
 - 2. The estimated decommissioning and reclamation cost in current dollars. The applicant shall provide a cost estimate for the decommissioning and reclamation of the facility prepared by a professional engineer or contractor who has expertise in the removal of solar facilities. The decommissioning and reclamation cost estimate shall explicitly detail the cost without any reduction for salvage value.
 - 3. The method of ensuring that funds will be available for decommissioning and reclamation. A proposed method of providing appropriate escrow, surety, or security for the cost of the decommissioning and reclamation plan. The surety shall be updated when the decommissioning and reclamation cost estimate is updated. The estimated cost of decommissioning shall be guaranteed by the deposit of funds in an amount equal to the estimated cost in an escrow account at a federally insured financial institution approved by the County unless otherwise provided for in subsection d below.
 - a. The applicant shall deposit the required amount into the approved escrow account before any building permit is issued to allow construction of the solar facility.
 - b. The escrow account agreement shall prohibit the release of the escrow funds without the written consent of the County. The County shall consent to the release of the escrow funds upon on the owner's or occupant's compliance with the approved decommissioning and reclamation plan. The County may approve the partial release of escrow funds as portions of the approved decommissioning plan are performed.
 - c. The amount of funds required to be deposited in the escrow account shall be the full amount of the estimated decommissioning and reclamation cost.
 - d. The County may approve alternative methods to secure the availability of funds to pay for the decommissioning and reclamation of a solar facility, such as a performance bond, letter of credit, or other security approved by the County.
 - 4. The method that the estimated cost will be kept current. The decommissioning and reclamation cost estimate shall include a mechanism for calculating increased

removal costs due to inflation. This cost estimate shall be recalculated every five (5) years and the surety shall be updated accordingly. If the recalculated estimated cost exceeds the original estimated cost by ten percent (10%), then the owner or occupant shall deposit additional funds into the escrow account to meet the new cost estimate. If the recalculated estimated cost is less than ninety percent (90%) of the original estimated cost, then the County may approve reducing the amount of the escrow account to the recalculated estimate of cost.

5. The manner in which the site will be decommissioned and reclaimed. This will include:
 - a. Notice to the Zoning Administrator by certified mail and in person of the proposed date of discontinued operations and plans for removal.
 - b. A traffic study submitted with application modelling the decommissioning processes. County staff will review the study in cooperation with VDOT.
 - c. An estimated deconstruction schedule.
 - d. Removal of all solar electric systems, buildings, cabling, electrical components, security barriers, roads, foundations, pilings, and any other associated facilities, so that any agricultural ground upon which the facility and/or system was located is again tillable and suitable for agricultural or forestall uses.
 - e. The site shall be graded and re-seeded or replanted within 12 months of removal of solar facilities to restore it to as natural a pre-development condition as possible. Re-grading and re-seeding or replanting shall be initiated within a six-month period of removal of equipment. Any exception to site restoration, such as leaving access roads in place or re-seeded or replanted must be requested by the landowner in writing, and this request must be approved by the Board of Supervisors.
 - f. Hazardous material from the property shall be disposed of in accordance with federal and state law.
- k. **Supplemental information.** If deemed relevant to the consideration of a Conditional Use Permit application or the conditions to be included in any Conditional Use Permit, the Planning Office, Planning Commission or Board of Supervisors may require the applicant to submit any of the following information, either as part of the Conditional Use Permit application or as a condition of any Conditional Use Permit:
 1. The submission of a construction plan (as a condition of the conditional use permit), including a proposed construction schedule and hours of operation, before obtaining a building permit.
 2. The identification and location of any existing large-scale solar energy facilities and any known proposed large-scale solar energy facilities within a five (5) mile radius of the proposed site.
 3. A report of impact on adjacent property values, prepared by a qualified third-party, such as a licensed real-estate appraiser.
 4. An economic impact analysis, prepared by a qualified third-party, that reports any expected change in the value of the subject property, expected employment during the construction of the facility, any expected impact on the County's tax revenues, the

estimated costs to the County associated with the facility in the form of additional services, and information on any other economic benefits or burdens from the facility that may be requested by the zoning administrator.

5. A report on potential impacts on pollinators and pollinator habitats at the site, including but not necessarily limited to, the submission of a completed solar site pollinator habitat assessment form as required by the Planning Office.
6. A report on wildfire mitigation, prevention, and management shall be submitted to the County and to the local responding agencies for review and comment.
7. A glint and glare study that demonstrates either that the panels will be sited, designed, and installed to eliminate glint and glare effects on roadway users, nearby residences, commercial areas, and other sensitive viewing locations, or that the applicant will use available mitigation techniques to reduce glint and glare to the lowest achievable levels. The study will assess and quantify potential glint and glare effects and address the potential health, safety, and visual impacts associated with glint and glare and will assess the impact of the project on the public viewshed. Any such assessment must be conducted by qualified individuals approved by the County using appropriate and commonly accepted software and procedures.

4. Comprehensive Plan (2232) Review. Comprehensive Plan review shall be based on the CUP Application Form and Concept Plan. The *Code of Virginia* §15.2-2232 requires a review of public utility facility proposals by the Planning Commission to determine if their general or approximate location, character, and extent are substantially in accord with the Comprehensive Plan or part thereof.

- a. The Planning Commission must consider, at a public meeting, whether the project is in substantial accord with the Comprehensive Plan. Failure of the Planning Commission to act within 60 days of a submission, unless the time is extended by the Board of Supervisors, shall be deemed approval.
 - i. If the Planning Commission approves the 2232 review, the project shall be recommended for a public hearing for the CUP permit.
 - ii. If the Planning Commission does not approve the 2232 review, the applicant may appeal the decision to the Board of Supervisors within 10 days after the decision of the Planning Commission. The appeal shall be by written petition to the Board of Supervisors setting forth the reasons for the appeal. The appeal shall be heard and determined within 60 days from its filing unless the time is extended by the applicant. A majority vote of the Board of Supervisors shall overrule the Planning Commission.
- b. If the Board of Supervisors agree to negotiate a Siting Agreement in accordance with Code of Virginia § 15.2-2316.8, the 2232 review process may be delayed until negotiations are complete.

5. Consideration of the Conditional Use Permit by the Planning Commission. The Planning Commission must consider the Conditional Use Permit application at a public hearing. The Planning Commission has three options:

- a. Recommend approval of the application to the Board of Supervisors with written reasons for its decision.

- b. Recommend denial of the application to the Board of Supervisors with written reasons for its decision.
- Defer the application for further discussion and consideration.

6. Consideration of the Conditional Use Permit by the Board of Supervisors. The Board of Supervisors must consider the Conditional Use Permit application at a public hearing. The Board of Supervisors has three options:

- a. Approve the application with written reasons for its decision.
- b. Deny the application with written reasons for its decision.
- c. Defer the application for further discussion and consideration.

7. Post-application documentation and approvals. All documentation required to be submitted to and approvals required from the county after the issuance of the permit shall, unless otherwise stated in the conditions attached to the conditional use permit, be submitted, or obtained no later than 30 days prior to the date of any application for a building permit for the facility. The failure or refusal to submit required documentation or obtain required approvals following the issuance of a conditional use permit shall result in the suspension or revocation of the Conditional Use Permit and the denial of the building permit.

Section 5. Location, appearance, and operational requirements.

A. The following requirements apply to all solar energy facilities that shall be considered by the Lunenburg Planning Commission and the Board of Supervisors in addressing whether to recommend or approve a Conditional Use Permit:

1. Signage. All signage on the site shall comply with the County Sign Ordinance, as adopted and, from time to time, amended.
2. Noise. Noise levels from the facility shall comply with the County Noise Ordinance, as adopted and, from time to time, amended.
3. Lighting. Lighting shall be limited to the minimum necessary for security purposes and shall be designed to minimize off-site effects. Lighting on the site shall comply with any Dark Skies Ordinance the Board of Supervisors may adopt or, from time to time, amend.
4. Height. The maximum height of the lowest edge of photovoltaic panels shall be ten feet as measured from the finished grade. Solar energy generation facilities shall not exceed a height of 15 feet, which shall be measured from the highest natural grade below each solar panel. This limit shall not apply to utility poles and the interconnection to the overhead electric utility grid. The Board of Supervisors may approve a greater height based upon the demonstration of a significant need where the impacts of increased height are mitigated.
5. Groundcover.
 - a. Groundcover on the site shall consist of pollinator plants, grasses, forbs, and wildflowers native to the County.

- b. Groundcover shall be maintained in accordance with established performance measures noted in the landscaping plan. A performance bond reflecting the costs of anticipated maintenance shall be posted and maintained.
- c. Failure to maintain the ground cover shall result in revocation of the CUP and the facility's decommissioning.
- d. The operator shall notify the County prior to application of pesticides and fertilizers. The County reserves the right to request soil and water testing.
- e. A list of appropriate plant materials shall be available at the Planning Office. Species listed on DCR's Invasive Plant Species list shall not be used.

6. Fencing. The project area shall be enclosed by security fencing not less than six feet in height and equipped with an appropriate anticlimbing device such as strands of barbed wire on top of the fence. The height and/or location of the fence may be altered in the conditions for a particular permit. Fencing must be installed on the interior of the vegetative buffer. Fencing shall be placed around sections of the infrastructure (not the entire site) to provide access corridors for wildlife to navigate through the facility. The fencing shall be maintained while the facility is in operation.

7. Entry and inspection. For inspections and other requirements, all solar applicants, property owners and solar facility owners shall grant to the County a non-exclusive, perpetual easement for pedestrian, vehicular, and equipment access to the Solar Facility, and an easement across or through applicant's remaining property, which is necessary or convenient for ingress and egress to the Facility. The County will adhere to all safety requirements in gaining access to the Solar Facility.

8. Coordination of local emergency services. The Applicant shall coordinate with the County's emergency services providers to provide materials, education, and/or training on how to safely respond to on-site emergencies.

- a. Emergency personnel will be given a key or code to access the property in case of an on-site emergency.

9. Conditions pursuant to Virginia Code § 15.2-2288.8 that shall apply to all solar facilities. The Board of Supervisors may grant a condition that includes (i) dedication of real property of substantial value or (ii) substantial cash payments for or construction of substantial public improvements, the need for which is not generated solely by the granting of a Conditional Use Permit, so long as such conditions are reasonably related to the project.

10. Siting Agreement. The applicant shall enter into a Siting Agreement with the County unless that requirement is waived by the County.

B. The following requirements also apply to ground-mounted small-scale and medium-scale solar energy facilities:

1. Applications for medium-scale solar energy facilities located within 1 mile of a town shall be shared with the town for review and comment. No projects within the 1 mile zone around a town shall be sited within 1 mile of another solar facility without town approval.

2. Setbacks. Setbacks are measured from the outermost structures including the security fence, substation, and inverters but not including the driveways and power poles.

- a. The project area shall be set back a distance of at least
 - i. 100 feet from adjacent property lines,
 - ii. 125 feet from the centerline of all adjoining public rights-of-way, and
 - iii. 400 feet from residential structures on non-project parcels. Exceptions may be made for adjoining parcels that are owned by the applicant.
- b. Increased setbacks up to 200 feet and additional buffering may be included in the conditions for a particular permit.
- c. Solar energy facilities also shall meet all setback requirements for primary structures for the zoning district in which the facility is located, in addition to the requirements set forth above.
- d. In the case of the facility location incorporating multiple zoning districts, the more restrictive requirements shall apply.
- e. Access, erosion and stormwater structures, and interconnection to the electrical grid may be made through setback areas provided that such are generally perpendicular to the property line.

3. Vegetated Buffer. A vegetated buffer sufficient to mitigate the visual impact of the facility is required.

1. The buffer shall consist of a landscaped strip at least 25 feet wide, shall be located within the setbacks and outside of the security fencing required under this Section, and shall run around the entire perimeter of the property.
2. The buffer shall consist of existing vegetation and, if deemed necessary for the issuance of a Conditional Use Permit, an installed landscaped strip consisting of multiple rows of staggered trees and other vegetation. This buffer should be made up of plant materials at least three feet tall at the time of planting, and that are expected to grow to a minimum height of eight feet within three years.
3. Landscaping intended for screening shall consist of plants, shrubs, trees, grasses, forbs, and wildflowers native to the County. If sufficient quantities of native plants cannot be procured, non-invasive plants may be used. A list of appropriate plant materials shall be available at the Planning Office. Species listed on the DCR Virginia Invasive Plant Species List shall not be used.
4. The Planning Commission or Board of Supervisors may require increased setbacks and additional or taller vegetative buffering in situations where the height of structures or the topography affects the visual impact of the facility.
5. A recommendation that the screening and/or buffer creation requirements be waived or altered may be made by the Planning Commission when the applicant proposes to use existing wetlands or woodlands. The wetlands or woodlands shall be permanently protected for use as a buffer.
6. Existing trees and vegetation may be maintained within such buffer areas except where dead, diseased or as necessary for development or to promote healthy growth, and such trees and vegetation may supplement or satisfy landscaping requirements as applicable. If existing trees and vegetation are disturbed, new plantings shall be provided for the buffer.
7. The buffer shall be maintained for the life of the facility.

C. The following requirements also apply to medium-scale solar energy facilities:

1. Density. Medium-scale solar facilities shall be sited at least one (1) mile from existing medium- and large-scale solar facilities.

D. The following requirements also apply to large-scale solar energy facilities:

1. Location. Solar facilities should locate on brownfields, County-owned capped landfills, or near existing industrial uses, where feasible (but not within areas designated for growth). Solar facilities shall not be located within 1 mile from a Town. Solar facilities shall not be located within two miles of an airport unless the applicant submits, as part of its application, written certification from the Federal Aviation Administration that the location of the facility poses no hazard for, and will not interfere with, airport operations.

2. Density. Large-scale solar facilities shall be sited at least one (1) mile from existing medium- and large-scale solar facilities. No more than 4 percent of the land in a five-mile radius of the project area of any existing large scale solar energy facility shall be approved for use as the project area for a new large-scale solar energy facility. The center point of the project shall be at the intersection of the mid-points of the north, south, east, and west property lines. Measurement to achieve the required five-mile distance shall begin at the midpoint of each north, south, east, and west property line chosen to determine the center of the property.

3. Visual impacts. The applicant shall demonstrate through project siting and proposed mitigation, that the solar project minimizes impacts on public viewsheds, including from residential areas and areas of scenic, historical, cultural, archaeological, and recreational significance. The facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques, all that meet or exceed industry standards, to reduce glint and glare. The applicant shall provide written certification from a qualified expert, acceptable to the county, that the facility's panels incorporate and utilize anti-glare technology and anti-reflective coatings and reduce glint and glare to levels that meet or exceed industry standards.

4. Setbacks. Setbacks are measured from the outermost structure including the security fence, substation, and inverters but not including the driveways and power poles.

- f. The project area shall be set back a distance of at least
 - iv. 200 feet from adjacent property lines,
 - v. 200 feet from the centerline of all adjoining public rights-of-way, and
 - vi. 400 feet from residential structures on non-project parcels. Exceptions may be made for adjoining parcels that are owned by the applicant.
- g. Increased setbacks up to 300 feet and additional buffering may be included in the conditions for a particular permit.
- h. Solar energy facilities also shall meet all setback requirements for primary structures for the zoning district in which the facility is located, in addition to the requirements set forth above.
- i. In the case of the facility location incorporating multiple zoning districts, the more restrictive requirements shall apply.

- j. Access, erosion and stormwater structures, and interconnection to the electrical grid may be made through setback areas provided that such are generally perpendicular to the property line.

5. Vegetated Buffer. A vegetated buffer sufficient to mitigate the visual impact of the facility is required.

- a. The buffer shall consist of a landscaped strip at least 50 feet wide, shall be located within the setbacks required under this Section, and shall run around the entire perimeter of the property.
- b. The buffer shall consist of existing vegetation and, if deemed necessary for the issuance of a Conditional Use Permit, an installed landscaped strip consisting of multiple rows of staggered trees and other vegetation. This buffer should be made up of plant materials at least three feet tall, at the time of planting, and that are expected to grow to a minimum height of eight feet within three years.
- c. Landscaping intended for screening shall consist of plants, shrubs, trees, grasses, forbs, and wildflowers native to the County. If a sufficient quantity of native plants cannot be procured, non-invasive plants may be used. A list of appropriate plant materials shall be available at the Planning Office. Species listed on the DCR Virginia Invasive Plant Species List shall not be used.
- d. The Planning Commission or Board of Supervisors may require increased setbacks and additional or taller vegetative buffering in situations where the height of structures or the topography affects the visual impact of the facility.
- e. Non-invasive plant species and pollinator-friendly and wildlife-friendly native plants, shrubs, trees, grasses, forbs, and wildflowers must be used in the vegetative buffer.
- f. A recommendation that the screening and/or buffer creation requirements be waived or altered may be made by the Planning Commission when the applicant proposes to use existing wetlands or woodlands. The wetlands or woodlands shall be permanently protected for use as a buffer.
- g. Existing trees and vegetation may be maintained within such buffer areas except where dead, diseased or as necessary for development or to promote healthy growth, and such trees and vegetation may supplement or satisfy landscaping requirements as applicable. If existing trees and vegetation are disturbed, new plantings shall be provided for the buffer.
- h. The buffer shall be maintained for the life of the facility.
- i. An earthen berm may be utilized to comply with the intent of this Section 5, D5 to screen or mitigate the visual impact of the solar facilities from public view.

6. Wildlife corridors. The Applicant shall identify access corridor(s) for wildlife to navigate through and across the Solar Facility. The proposed wildlife corridor(s) shall be shown on the site plan submitted to the County. Areas between fencing shall be kept open to allow for the movement of migratory animals and other wildlife.

Section 6. Additional considerations for granting a Conditional Use Permit pertaining to a large-scale solar energy facility.

To preserve the intent and goals of the Comprehensive Plan, protect County viewsheds and resources, 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 Conditional Use Permit, and what conditions to impose on any permit, for a large-scale solar energy facility:

1. The topography of the site and the surrounding area.
2. The proximity of the site to, observability from, and impact on urban and residential areas.
3. The proximity of the site to, observability from, and impact on areas of historical, cultural, and archaeological significance.
4. The proximity of the site to other large-scale solar energy facilities, other energy generating facilities, and utility transmission lines.
5. The proximity of the site to, observability from, and impact on areas of scenic significance, such as scenic byways, vistas, and blue-ways.
6. The proximity of the site to, observability from, and impact on public rights-of-way, including but not necessarily limited to highways, secondary roads, streets, and scenic byways.
7. The proximity of the site to, observability from, and impact on recreational areas, such as parks, battlefields, trails, lakes, rivers, and creeks.
8. The proximity of the site to airports.
9. The preservation and protection of wildlife and pollinator habitats and corridors.
10. The proximity of the site to any urban planning area or community planning area identified in the Comprehensive Plan.
11. The proposed use of available technology, coatings, and other measures for mitigating adverse impacts of the facility.
12. Any other criteria addressed in this ordinance.
13. The preservation and protection of prime farmland in the county, provided that:
 - a. "Prime farmland" shall have the meaning assigned to it by the Natural Resource Conservation Service of the United States Department of Agriculture, except the lands established in silviculture shall not be considered prime farmland.
 - b. If no more than ten percent of the site is prime farmland, this consideration may be waived.
 - c. If more than ten percent of the site is prime farmland that is not contiguous, this consideration may be waived.

- d. If more than ten percent of the site is prime farmland that is contiguous, the prime farmland can be removed from the project area, provided that such prime farmland is not situated in a manner that the proposed project encircles more than 50% of the perimeter of the prime farmland.

The enumeration of these criteria shall not prohibit the Planning Commission or Board of Supervisors from considering other factors deemed relevant to a specific Conditional Use Permit application 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.

Section 7. Decommissioning; Unsafe or abandoned projects.

A. The following requirements apply to all solar energy facilities:

1. Prior to operation, the applicant shall provide a final decommissioning and reclamation plan for review and approval.
2. Prior to operation, the applicant must provide security in the amount of the estimated cost of the decommissioning. Options for security include a cash escrow, a performance surety bond, a certified check, or other security acceptable to the County in an amount equal to the estimated decommissioning cost developed and updated in accordance with the decommissioning plan acceptable to the County. The decommissioning cost estimate may not in any circumstance be reduced by estimated salvage values. The security must remain valid until the decommissioning obligations have been met. The security may be adjusted up or down, by the County, if the estimated cost of decommissioning the facility changes. The security must be renewed or replaced, if necessary, to account for any changes in the total estimated overall decommissioning cost in accordance with the periodic updated estimates required by the decommissioning plan. Obtaining and maintaining the requisite security will be a mandatory condition of the conditional use permit. The security shall be in favor of the County and shall be obtained and delivered to the County before any construction commences. Failure of the applicant, owner, occupant, or other responsible party to provide updated decommissioning costs shall be grounds for suspension or revocation of the Conditional Use Permit.
3. The decommissioning plan and the estimated decommissioning cost will be reviewed and updated once every five years by an independent third-party.
4. The decommissioning and reclamation plan, cost estimates, and all updates of those plans and estimates shall be sealed by a professional engineer and approved by the County.

B. The following requirements also apply to medium-scale and large-scale solar energy facilities:

1. If a solar energy facility has been determined to be unsafe by a county, state, or Federal building official, the facility shall be required to be repaired by the facility owner, site owner, or operator

to meet federal, state, and local safety standards, or to be removed by the owner(s) or operator. The owner(s) or operator must complete the repair or removal of the facility, as directed by the building official, within the time period (not to exceed 12 months) allowed by the building official. If directed to do so by the building official, the owner(s) or operator will remove the solar energy facility in compliance with decommissioning plan established for such facility.

2. If any solar energy generation facility is not operated for a continuous period of 12 months, the county may notify the facility owner by registered mail and provide 45 days for a response. In its response, the facility owner shall set forth reasons for the operational difficulty and provide a reasonable timetable for corrective action. If the county deems the timetable for corrective action to be unreasonable, it may notify the facility owner, and the facility owner, site owner, or operator shall remove the solar energy facility in compliance with decommissioning plan established for such facility.

3. At such time that a solar energy facility is scheduled to be abandoned, the facility owner, site owner, or operator shall notify the County Administrator in writing.

4. Within 365 days of the date of abandonment, whether as declared by the County under or as scheduled by the owner(s) or operator, the facility owner, site owner, or operator shall complete the physical removal of the solar energy facility in compliance with decommissioning plan established for such facility. This period may be extended at the request of the owners or operator, upon approval of the Board of Supervisors.

5. When the facility owner, site owner, operator, or other responsible party decommissions a solar energy facility, he/she shall handle and dispose of the equipment and other facility components in conformance with federal, state, and local requirements. All equipment, both above and below ground, must be removed as part of the decommissioning plan. Internal paths, roads, travel-ways, and landscaping may be left at the discretion of the site owner.

6. If the facility owner, site owner, or operator fails to timely remove or repair an unsafe or abandoned solar energy facility after written notice (45 days), the county may pursue a legal action to have the facility removed at the expense of the facility owner, site owner, or operator, each of whom shall be jointly and severally liable for the expense of removing or repairing the facility. The county also may call upon the decommissioning security to remove the facility.

Section 8. Federal, state, and local requirements.

The following requirements apply to all solar energy facilities:

1. Compliance with Uniform Statewide Building Code. All solar energy facilities shall be constructed and operated in compliance with the Uniform Statewide Building Code.

2. Compliance with National Electric Code. All solar energy facilities shall be constructed and operated in compliance with the National Electric Code.

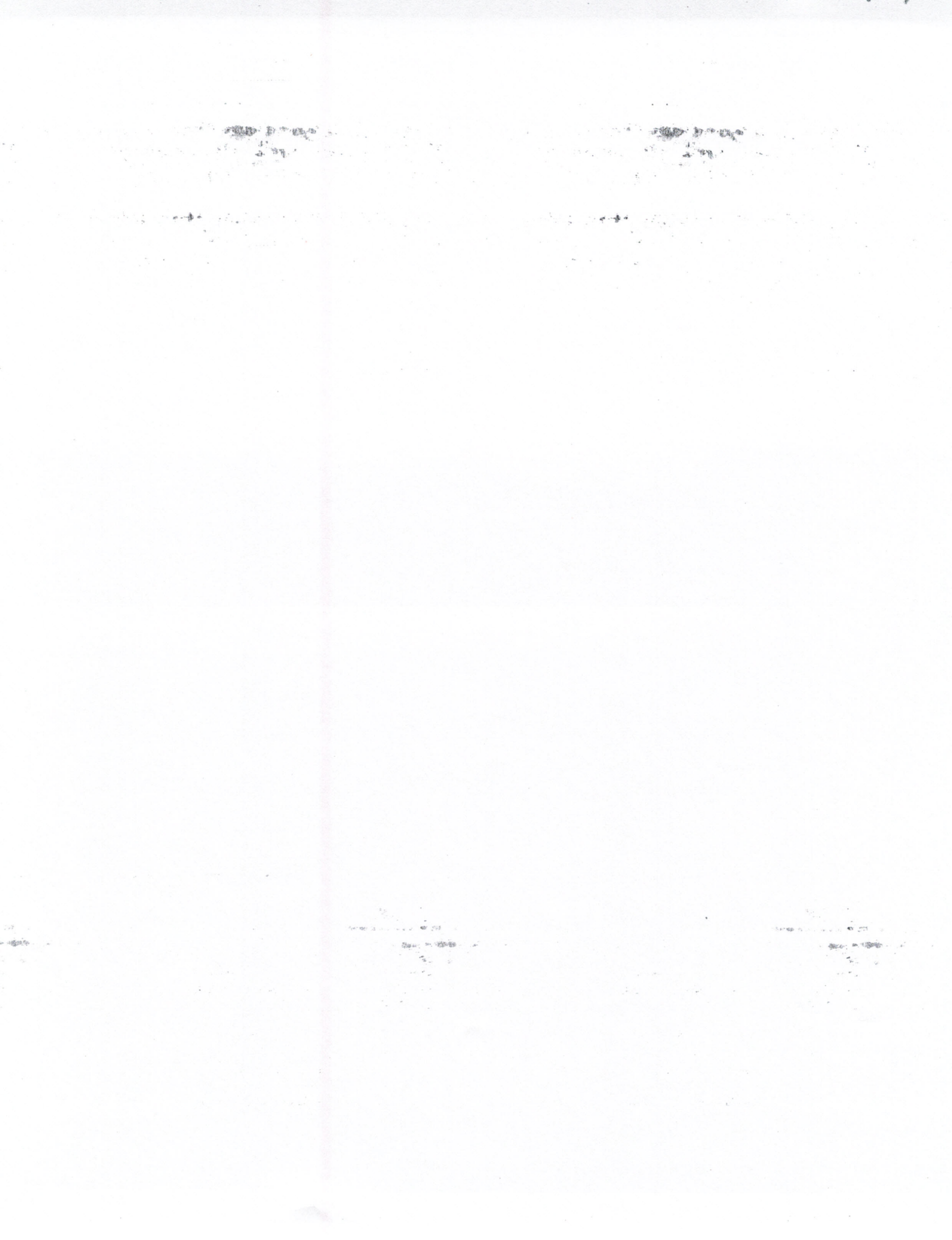
3. Compliance with regulations governing electric energy supply. Large-scale solar energy facilities connected to the utility grid must comply with permitting requirements of the state

corporation commission or the permit by rule requirements of the Department of Environmental Quality, as applicable.

4. FAA regulations. All solar energy facilities within 5 miles of an airport must meet or exceed the standards and regulations of the Federal Aviation Administration.

5. Other applicable laws. All solar energy facilities shall be constructed and operated in compliance with all applicable local, state, and federal laws, rules, regulations, permit requirements, and ordinances.

DRAFT

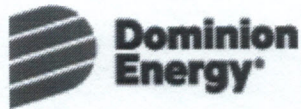


Synopsis of Comments Received in Regard to Lunenburg Solar Facilities Ordinance

1. Friends of the Meherrin/John Janson
 - a. Large-Scale Solar Industrial Utility Sites are not farms
 - b. Require all large-scale solar facilities in the County be immediately and publicly announced in papers with conceptual drawings and site locations
 - c. Require the first meeting, as soon as notice requirements permit, for 2232 hearing. If does not comply with the Comp Plan upon initial application, then it be rejected. Comp Plan not be modified to comply to any industrial/utility-scale solar projects
 - d. Ensure a bond to secure all promises of income to the County
 - e. Large-scale solar operations are not agricultural
 - f. Chemicals in the panels can be an extreme danger to water resources
 - g. Setbacks
2. Kimley-Horn/Sean Millot
 - a. Clarification of wording among the ordinance
 - b. Difficult to provide a maximum number of panels
 - c. Radius of studies needed to be completed
 - d. Clarification of plans, studies, etc. as to what stage they are required and if drafts are acceptable in the CUP process
 - e. Plans and studies not typically required for solar applications
 - f. Typically, only see a max panel height and not a specification on the lowest edge of panel
 - g. Setbacks
3. Dominion/Robin Lucey—July 12, 2021
 - a. Eliminate density requirement
 - b. Allow flexibility with setbacks
 - c. Remove Prime Farmland criteria
 - d. Allow draft plans
4. Red Brick Solar LLC/ Jeff Hammond and Francis Hodsoll –July 14, 2021
 - a. Clarification of plans required in CUP process
 - b. Excess of generally accepted standards elsewhere in Virginia
 - i. Wildlife Corridors
 - ii. Buffers and Setback
 - iii. Pollinator Habitats
5. Pat Phillips
 - a. Support solar development in Lunenburg as it is key to future economic growth in the County.
6. Robin Johnson
 - a. Support solar development in Lunenburg as it is key to future economic growth in the County.
7. Beth McGhinnis

- a. Support solar development in Lunenburg as it is key to future economic growth in the County.
8. Palladium Energy/Mark Mirabito
 - a. Approval by PC and BOS, usually PC only makes a recommendation to the BOS
 - b. Density restriction
 - c. Setbacks
 - d. Non-exclusive, perpetual easement
 - e. Prime Farmland
9. Renewable Energy Services LLC/Tom Delafield—August 2, 2021
 - a. Clarification among what stage plans and studies are required
 - b. Non-exclusive, perpetual easement
10. Taylor Gould—April 27, 2021
 - a. Include the following in the ordinance
 - i. Least productive land should be used first to minimize the loss of productive agricultural/forested land
 - ii. Use of berms, native evergreens/shrubs, and deciduous species
 - iii. Substantial buffers can act as wildlife corridors
 - iv. Limit the acreage and/or numbers of facilities allowed in the County
 - v. Mass grading, coupled with the removal of agricultural and forested land, will result in detrimental storm water runoff pollution, if not properly handled
 - vi. Conduct a Phase I Archeological Study prior to grading
 - vii. Decommissioning Plan and waste
 - viii. Site Plans
 - ix. Setbacks
 - x. Height restrictions
 - xi. Fencing
 - xii. Noise
 - xiii. Glare
 - xiv. Lighting
 - xv. Maintenance
11. Alan Bagley
 - a. Setback of 100 feet is sufficient and a buffer strip of 25 feet. 200 feet setbacks and 50 feet buffer are not the best use of land
 - b. Location and density requirements
 - c. Permanent easement
12. Taylor Gould—August 17, 2021
 - a. Plant height of 3 feet is not adequate
 - b. Vegetative buffer/Viewshed are important
 - c. Comp plan act as a guideline
 - d. County should identify Optimal Areas for Utility-Scale Solar
 - e. Impact on property values
13. Renewable Energy Services LLC/ Tom Delafield—August 17, 2021

- a. Definitions of type of solar facilities
 - b. Acreage coverage in definitions, but not other locations of the ordinance
 - c. Power Purchase Agreement (PPA)
 - d. Battery energy storage facilities
 - e. Wording clarification
 - f. Clarification as to when draft and final plans and studies are required
 - g. Bond allowing solar equipment to be utilized
 - h. Explanation as to the distance between medium-scale solar facilities from those of medium and large-scale facilities
 - i. Setbacks
 - j. Vegetative Buffer
14. Palladium Energy/Garrett Weeks—August 17, 2021
- a. Prime Farmland
 - b. Density
 - c. Setbacks
 - d. Non-exclusive, perpetual easement
15. Dominion/Robin Lucey—August 17, 2021
- a. Modify language to allow large-scale solar facilities within the 1-mile buffer of the towns on a case-by-case basis
 - b. Modify language to allow large-scale solar facilities proximity to medium and large-scale solar facilities on a case-by-case basis.
 - c. Flexibility on setbacks
16. Meri-Paige Spencer—August 16, 2021
- a. Setbacks
 - b. Non-exclusive permanent access easement
 - c. Density
17. Dominion/Robin Lucey—August 26, 2021
- a. Density
 - b. Modify language to allow large-scale solar facilities proximity to towns on a case-by-case basis
 - c. Remove, “Solar facilities shall not be located within two miles of an airport unless the applicant submits, as part of its application, written verification from the Federal Aviation Administration that the location of the facility poses no hazard for, and will not interfere with, airport operations.”
 - d. Modify language to allow large-scale solar facilities proximity to medium and large-scale solar facilities on a case-by-case basis.
 - e. Flexibility on setbacks
 - f. Eliminate Prime Farmland
 - g. Remove the prohibition of battery storage



600 East Canal Street, 19th Floor
Richmond, VA 23219

August 26, 2021

Taylor N. Newton
Director of Planning and Economic Development, Lunenburg County
11413 Courthouse Road
Lunenburg, VA 23952

RE: Lunenburg County – Proposed Ordinance for Solar Energy Facilities

Dear Ms. Newton:

Thank you for the opportunity to provide additional comments on the revised “Proposed Ordinance for Solar Energy Facilities in Lunenburg County, VA”. For consideration by the county, Dominion Energy respectfully requests that the following comments on the draft conditions and requirements be submitted to the Lunenburg County Solar Facilities Committee in advance of the discussion being held on Tuesday, August 31, 2021 at 1:30 p.m.

There are still several conditions in the proposed ordinance that are being contemplated by the county that may have unintended consequences that limit additional county revenues, adversely impact benefits to landowners or hinder the development of utility-scale solar projects in the county. There are conditions that would potentially eliminate very ideal solar sites that are both well buffered and distant from residential areas and we ask that the Solar Facilities Committee consider these changes in order for these sites to be evaluated on a case-by-case basis. For these reasons, we are asking that the following changes be considered:

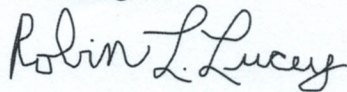
- Eliminate the density restriction and include an allowance for projects to be considered on a case-by-case basis. There are limited transmission lines that traverse the county, so this restriction severely limits project development and the opportunities that come with utility-scale projects in the county.
- Modify the language so that the location of a large-scale solar facility be evaluated against its proximity to any town on a case-by-case basis. This would eliminate the one-mile restriction under the location requirement.
- Remove the language in the location requirement that states: “Solar facilities shall not be located within two miles of an airport unless the applicant submits, as part of its application, written certification from the Federal Aviation Administration that the location of the facility poses no hazard for, and will not interfere with, airport operations”. Written certification from the FAA is burdensome as this process takes a long time to receive and would likely not be received in time when filing a CUP application. An alternative to removal of this language would be to alter the language to advise that the written certification, if applicable, must be received prior to construction commencing on the facility.

- Amend the language so that the location of a large-scale solar facility be evaluated against its proximity to any existing medium-scale and large-scale facilities on a case-by-case basis. This would eliminate the one-mile restriction under the density requirement.
- Maximize the land use and benefits to landowners and allow flexibility to property setbacks, which will still ensure projects are appropriately distanced from property boundaries.
- Eliminate the prime farmland criteria and include an allowance for projects to be considered on a case-by-case basis.
- Remove the prohibition of battery energy storage facilities in Section 3. Instead of a prohibition, propose including item F under Section 3 noting that any storage facilities co-located with solar facilities would be required to have a Conditional Use Permit to account for permitting conditions specific to battery energy storage facilities to be constructed, installed, or operated in the county.

In addition to these comments, we had provided two mark-ups of the revised solar ordinance, which included our prior comments as well as additional proposed modifications in an effort to help clarify the language in the document.

We would be happy to address any questions you may have regarding our additional comments. Please feel free to contact me via email at robin.l.lucey@dominionenergy.com or by phone at 804-212-5426. Thank you for your time and consideration.

Kind Regards,



Robin L. Lucey
Business Development Manager
Dominion Energy Virginia