<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>May 25, 2023</th>
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</thead>
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<tr>
<td>Item #</td>
<td>C &amp; D</td>
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<tr>
<td>Department:</td>
<td>Community Development—Planning and Zoning</td>
</tr>
<tr>
<td>Staff Members:</td>
<td>Rodney Rhodes Tim Hartless</td>
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<tr>
<td>Alignment with Staunton Plan (Value/Strategic Area):</td>
<td>Value: Environmentally Conscious Strategic Areas: Infrastructure</td>
</tr>
<tr>
<td>Subject:</td>
<td>Consideration of a Request by Flying Rock Property LLC, to withdraw 801 Commerce Road, Containing Approximately 96.823 Acres, from the Bells Lane Agricultural-Forestal District Public Hearing and Consideration of a Request by Flying Rock Property LLC, for a Special Use Permit Under the Provisions of Staunton City Code Section 18.75.040(1), for the Development of a Solar Energy Facility at 801 Commerce Road</td>
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Project Proposal:
The applicant proposes to develop a 96.823-acre property at 801 Commerce Road with a 15.75 MW utility scale solar energy facility and a 5 MW community scale solar energy facility. The original Special Use Permit application (Attachment 1), dated January 13, 2023, also included a 5.5 MW utility scale battery energy storage facility; however, the battery energy storage facility has been withdrawn from the application and is no longer under review. Any future requests for battery energy storage facilities in conjunction with the solar energy facilities will require, either a new Special Use Permit application or an application to amend the current SUP under consideration by City Council. Either process will require public notifications and hearings in accordance with Section 15.2-2204 of the Code of Virginia.

Character of the Area:
The property is predominately rolling open terrain with several stream beds and two ponds. The property has not been used for agricultural production, but has been used for decades for grazing of cattle. The adjoining properties to the north and east are zoned I-1, Light Industrial District. The adjoining property to the west is zoned B-2, General Business District Conditional and the property to the south is zoned R-1, Low Density Residential District. Neighboring land uses include: offices and facilities of the Virginia Department of Transportation and the Virginia State Police, pasture land, the site of the City’s former wastewater treatment plant and future activity fields for the YMCA. Residential development in the vicinity is scattered.

Proposed Withdrawal of 801 Commerce Road from the Bells Lane Agricultural District:
On November 28, 2022, the applicant requested that 801 Commerce Road be removed from the Bells Lane Agricultural District in order to develop the site with a solar energy facility (Attachment 2). Land within the overlay district shall be used solely for agricultural and forestal products and production. Therefore, removal of the property from the agricultural District is a prerequisite to developing the property with a solar energy facility.

The Bell’s Lane Agricultural District consists of approximately 1,700 acres, bounded generally on the west by Commerce Road, on the north by State Route 262, on the east by Interstate 81, and on the south by Route 254. The Bell’s Lane Agricultural District was established by City Council on January 1, 1997, and was most recently renewed, for a 10-year period, in 2020. In 1998 a 12-acre parcel was removed from the Bell’s Lane Agricultural District.

The request to withdraw the property from the district was considered by the Staunton Agricultural and Forestal Advisory Committee on February 6, 2023 and February 24, 2023. The committee members were also afforded the opportunity to visit the site in advance of their second meeting. The committee noted in their report (Attachment 3):

The City Ordinance 18.95, which establishes Ag/Forestal Districts, does not give a purpose statement or general description which could help guide the Committee in their determination. However, language in the Code of Virginia
purposes. It is the purpose of this chapter to provide a means by which localities may protect and enhance agricultural and forestal lands of local significance as a viable segment of the local economy and as an important economic and environmental resource."

18.095.060(2) of the City Zoning Code states, “No land within a district shall be removed except with the approval of the Council of the City of Staunton, upon a showing of good and reasonable cause."

The Virginia Code or case law does not define good and reasonable cause explicitly. It only says that a good and reasonable cause cannot be arbitrary or capricious and cannot be willfully unreasonable.

The general purpose of Land Use Taxation in Virginia is to preserve agricultural, horticulture, forestry, and open space lands and to allow for the timely development of land.

Soil maps from the City show that only a small portion of the property is considered prime agricultural soil. The bulk of the property is primarily silty clay loam with very high runoff and 30% rock outcrops.

After careful deliberations on the matter, the committee on a 3-2 vote, recommended approval of the applicant’s request to remove the property from the Bells Lane Agricultural District.

Section 18.95.040 of the Staunton Zoning Code notes:

These districts are overlay districts and upon termination of any of the districts or withdrawal of any parcel from a district, when permitted, the underlying zoning with its rules and regulations shall continue to be in effect.

The property is zoned I-1, Light Industrial District and is therefore subject to all the regulations and restrictions of that District.

**Special Use Permit for the Development of a Solar Energy Facility:**

**Details of the Proposal:**
The proposal is to develop a solar-energy electrical generation facility and associated collector substation producing approximately 20.75 megawatts (MW). The proposal includes a 15.75 MW utility scale solar facility and a 5 MW community scale solar facility. Attachment 4 contains the narrative submitted by the applicant describing the details of the proposal. Attachment 5 is a concept plan of the proposed project. Staff will not restate all the submitted information in this report and refers readers to the application and attachments for detailed information on the proposal.
of the underlying I-1, Light Industrial District zoning of the property. Section 18.75.010 of the Staunton Zoning Code describes the district as such:

These districts are composed of land and structures used for light manufacturing or wholesaling, or suitable for such uses, where the use and its operation do not directly adversely affect nearby residential and business uses. These districts are usually separated from residential areas by business areas or by natural barriers. The district regulations are designed to allow a wide range of industrial activities subject to limitations designed to protect nearby residential and business districts.

Uses permitted by right in the I-1 Light Industrial District include:

- Building material sales yard and lumber yard, including the sale of rock, sand, and gravel.
- Contractor’s equipment storage yard or plant, or rental of equipment commonly used by contractors.
- Freighting or trucking yard or terminal.
- Outdoor storage facilities for coal, coke, building materials, sand, gravel, stone, lumber; open storage of construction contractor’s equipment and supplies.
- Public utility service yard or electrical receiving or transforming station.
- Auction house.
- Tire recapping or retreading.
- Co-location of telecommunication antenna and related equipment.

The following uses when conducted within a completely enclosed building:

- The manufacture, compounding, processing, packaging, assembling or treatment of various products.
- Automobile assembling, painting, upholstering, rebuilding, reconditioning, body and fender works, truck repairing and overhauling and battery manufacturing.
- The sale, storage and sorting of junk, waste, discarded or salvage materials, machinery, or equipment.
- Blacksmith shop and machine shop.
- Wholesale or warehouse enterprise.

Any of the above noted uses could be permitted on the site upon the administrative approval of a site plan. The approval would not be subject to public review, Planning Commission input or City Council authorization.

Visual Impacts
show a 10’ vegetative buffer – not the 50’ vegetative buffer on the current proposal.) The solar panels will not be visible from any of the City’s National Register Historic Districts; however, they will be visible from the John Lewis grave site (located on private property).

Impact on Adjoining Property Value

The applicant has noted that “when properly screened and set back from surrounding residences and properties, studies have shown that solar arrays have no negative impact on property values...studies have shown that solar arrays can mildly increase property values given that they are quiet, do not generate traffic and further reduce residential development.” As previously noted, due to the topography of the area, it is impractical to screen the solar panels from all surrounding properties; however, development of the site with a solar energy facility would preclude the property from being developed with industrial uses that would be more incongruous with the surrounding area. The use of adjacent properties for agriculture, state offices and facilities, and recreational facilities will not be impacted by the proposed solar energy development.

Environmental Impacts

An Environmental Resource Impact Analysis was prepared by Timmons Group and is provided as Attachment 7. The project will be located outside of the 50-foot riparian buffer and flood plain. It will be developed in conformance with all applicable federal, state, and local laws and regulations. Conformance with the laws and regulations will be verified through the site plan review process. Any significant grading on the site will be limited to areas for access roads, a substation, inverter locations, and stormwater management facilities. Only minimal grading will be done under the individual solar panels.

Decommissioning Plans

Unlike with most industrial uses, it is practical to decommission a solar energy facility at the end of its useful life and restore the land to its pre-development condition. The Timmons Group prepared Decommissioning Plans for the solar energy facilities (Attachment 8). The Decommissioning Plans provide specifics on when the projects will be decommissioned, how the land will be restored, who is responsible to do the work and how much the plans will cost to implement. City staff has reviewed the Decommissioning Plans and find them to be very thorough and generally acceptable; however, staff has reservations about the estimated value of the salvaged material. Therefore, staff recommends that surety is provided to cover the entire cost of implementing the Decommission Plans, without a credit for the estimated value of the salvage material.

Public Facilities and Public Infrastructure

The applicant notes that “while the Project will increase the tax base provided to the City, it will...
As a solar energy facility, the proposal is subject to a Compliance with the Comprehensive Plan Review as required by the Code of Virginia (15.2-2232). A compliance review considers whether the general location, character, and extent of a proposed public facility are in substantial accord with the adopted Comprehensive Plan. It is reviewed by the Planning Commission, and the Commission’s findings are forwarded to City Council.

The property is designated as Planned Farm Development area in the Future Land Use Map of the City of Staunton, Virginia, Comprehensive Plan 2018-2040. While solar energy facilities are not identified as a goal or an objective for the Planned Farm Development areas, it helps the City meet other Comprehensive Plan goals and objectives related to renewable energy.

The City of Staunton Comprehensive Plan, 2018-2040 supports green energy such as solar in following areas of the plan:

Open Space/Environment
Goal – Practice good stewardship of the environmental resources within and surrounding the City by protecting environmentally sensitive areas, preserving open space and natural habitat (including dark skies), minimizing pollution of all kinds, and encouraging sustainability and conservation practices.

Objective - Promote energy conservation practices and the potential use of alternative energy sources.

Public Services and Government
Goal - Ensure quality and effective public services that meet the needs of citizens and the business community that is balanced with the City’s economic base and resources.

Utilities and Infrastructure
Objective - Encourage green and sustainable initiatives and integrate emerging technologies that promote use of efficient and renewable energy.

For the above noted reasons staff finds that the proposal is consistent with the Comprehensive Plan.

Shared Solar Subscription

“The applicant will establish a 12-month period during which only Staunton residents may be enrolled in the program. Arcadia (third-party servicing company) will conduct a marketing campaign to promote and advertise the program to city residents. Any Staunton resident may enroll, regardless of income, during the initial 12-month period (Attachment 10).” While the monetary benefit of participating in the program is minimal, it offers residents an opportunity to participate in renewable energy without the expense of installing individual solar panels. The program would also benefit residents that are not able to install solar panels on their property for various other reasons such as too much shade on their property. The potential benefit of
the construction will last approximately 6-12 months so the impact is of a limited duration. While the visual impacts will remain, it is arguable that the visual impacts of the proposed project are less than other permitted uses of the property. Other permitted uses would have greater impacts such as noise, traffic, and light pollution. The proposed project is unique in that it requires minimal grading of the site and the site can, and will, be returned to its pre-existing condition at the end of the facility’s useful life.

Recommendations:
Staff recommends that City Council follow the recommendation of the Staunton Agricultural-Forestal Advisory Committee and the Planning Commission to remove 801 Commerce Road from the Bell’s Lane Agricultural District. The reason for removing the property from the district is not arbitrary or capricious or willfully unreasonable. Only 7% of the property is considered prime agricultural soil. The property has not been used for crop production, but has only been used for grazing of cattle.

Based on the findings contained in the staff report, staff recommends approval of the Special Use Permit for the development of 801 Commerce Road with a solar energy facility with the following conditions:

1. Development and use must be in general accord with the plans prepared by Timmons Group titled “Oikos Staunton Solar Project and Oikos Staunton Community Solar Project, Preliminary Concept Plans” dated May 16, 2023 (hereinafter "Concept Plan") and included as Attachment 5, as determined by the Zoning Administrator. To be in general accord with the Concept Plan, development and use must reflect the following major elements as shown on the Concept Plan: a. Location of solar development envelopes, b. Location of collector station, and c. Retention of wooded vegetation in stream buffers. Land disturbance shall be limited to the areas within the proposed fenced areas as shown on the Concept Plan. The location of the proposed entrance and access to the solar facility shall not be subject to this condition. Site grading will be subject to review and approval by the City during the site planning process. The panels shall be installed generally with the existing topography of the site. Grading of the panel areas shall be limited to the greatest extent practicable. Minor modifications, with the approval of the Zoning Administrator to the Concept Plan that do not otherwise conflict with the elements listed above may be made to ensure compliance with the Zoning Ordinance, and State or Federal laws.

2. Landscaping and screening locations must be substantially the same as shown on the Concept Plan. Additional landscaping and screening may be required during site plan review if required for compliance with federal, state, or local laws.
anti-reflective coatings, and other available mitigation techniques to reduce glint and glare. Prior to the issuance of a building permit, the applicant shall submit to the Zoning Administrator descriptive and schematic information regarding panel technology to ensure the facility is utilizing current anti-glint technology and anti-reflective coatings.

5. The decommissioning and site rehabilitation plan (hereinafter "Decommissioning Plan") prepared by Timmons Group and submitted with the Special Use Permit application, shall be subject to review and approval by the City Attorney and the City Public Works Director and shall be in a form and style so that it may be recorded in the office of the Circuit Court of the City of Staunton.

6. Prior to issuance of a grading permit, the Decommissioning Plan must be recorded by the applicant in the office of the Circuit Court of the City of Staunton. A performance bond or letter of credit approved by the City Attorney must be posted to cover the full cost of implementing the Decommissioning Plan. No credit is provided for the estimated salvage value of the materials.

7. The Decommissioning Plan and estimated costs must be updated every five years, upon change of ownership of either the property or the project's owner, or upon written request from the Zoning Administrator. Any changes or updates to the Decommissioning Plan must be recorded in the office of the Circuit Court of the City of Staunton. The performance bond or letter of credit shall be adjusted to cover any estimated increase in cost.

8. The Zoning Administrator must be notified in writing within 30 days of any change in ownership or the abandonment or discontinuance of the use.

9. All physical improvements, materials, and equipment (including fencing) related to solar energy generation, both above ground and underground, must be removed entirely, and the site must be rehabilitated as described in the Decommissioning Plan, within one year of the abandonment or discontinuance of the use.

10. If the construction of the solar energy facility, for which this special use permit is issued, is not commenced within five (5) years after City Council approval, the permit must be deemed abandoned and the authority granted thereunder shall terminate.
onsite materials and equipment, proper firefighting and lifesaving procedures and material handling procedures.

14. The project areas shall be enclosed by security fencing not less than six feet in height and equipped with an appropriate anticlimbing device. Fencing must be installed on the interior of the vegetative buffer required so that it is screened from the ground level view of adjacent property owners. The wildlife corridors shall not be enclosed with fencing.

15. The property owner must grant the Zoning Administrator, or designee, access to the facility for inspection purposes within 14 days of the Zoning Administrator requesting access.

16. Outdoor lighting for the facility shall be permitted only during maintenance periods; regardless of the lumens emitted, each outdoor luminaire must be fully shielded to the satisfaction of the Zoning Administrator.

17. Ground mounted solar energy generation facilities shall not exceed a height of eighteen (18) feet, which shall be measured from the highest natural grade below each solar panel. This limit shall not apply to the collector station, utility poles and the interconnection to the overhead electric utility grid. The lowest surface of the panel shall be a minimum of eighteen (18) inches above grade.

18. The project area shall be seeded with appropriate pollinator-friendly native plants, shrubs, trees, grasses, and wildflowers. The project must achieve VA Pollinator-Smart Certification as contained in the Virginia PollinatorSmart Solar program.

19. The applicant shall establish a 12-month period during which only Staunton residents may be enrolled in the applicant’s Shared Solar Program.

20. The site plan shall include a maintenance and traffic plan to identify how construction vehicles will stage on the property to avoid impacts to Commerce Road and operations of the State Police and Virginia Department of Transportation facilities.

Planning Commission Recommendation:
At its April 20, 2023 meeting, the Planning Commission conducted a combined public hearing on the withdrawal of 801 Commerce Road from the Agricultural-Forestral District and the Special Use Permit request. During the public hearing, three individuals spoke in favor of the request.
On a 4-1 vote, the Commission voted to recommend approval of the Special Use Permit with the twenty conditions noted above.

**Attachments:**
- Attachment 1—Special Use Permit Application
- Attachment 2—Request to withdraw 801 Commerce Road from the Bell’s Lane Agricultural-Forestal District
- Attachment 3—Report of the Agricultural and Forestal Advisory Committee
- Attachment 4—Special Use Permit Narrative
- Attachment 5—Revised Concept Plan by Timmons Group
- Attachment 6—Visual Simulations
- Attachment 7—Environmental Resource Impact Analysis by Timmons Group
- Attachment 8—Decommissioning Plans by Timmons Group
- Attachment 9—Transportation Overview by Timmons Group
- Attachment 10—Supplement Regarding Shared Solar Subscription
- Attachment 11—Panel Diagram
- Attachment 12—Inverter Diagram
- Attachment 13—Substation Photo
- Attachment 14—Distribution Line Map

Exhibit 1—Vicinity Map: 801 Commerce Rd
Exhibit 2—Agricultural-Forestal District Map
Exhibit 3—Current Zoning Map: 801 Commerce Rd
Exhibit 4—Future Land Use Map: 801 Commerce Rd

**Suggested Motion for Consideration of Agricultural Forestal Withdrawal:** I move that Council approve the withdrawal of 801 Commerce Road from the Bell’s Lane A-1, Agricultural-Forestal District as recommended by the Planning Commission.

**Suggested Motion for Special Use Permit Request (to be made after the public hearing is conducted):** I move that Council approve the Special Use Permit with the conditions as recommended by the Planning Commission as presented.

**City Manager:** Leslie Beauregard
APPLICATION FOR SPECIAL USE PERMIT

DATE: January 13, 2023

NAME OF APPLICANT: Staunton PV-UT, LLC and Staunton PV-CS, LLC

ADDRESS OF APPLICANT: c/o Oikos Solar System, Inc., 11011 Richardson Rd., Ashland, VA 23005

PHONE #: c/o Lori H. Schweller, Williams Mullen, 323 2nd St. SE, Ste 900, Charlottesville, VA 22902 434-951-5728

E-MAIL ADDRESS: LSchwellere@williamsmullen.com and Oikos.danny@gmail.com

IF APPLICANT IS NOT THE OWNER OF THE PROPERTY IN QUESTION, EXPLAIN. A COPY OF A PENDING CONTRACT OR OPTION AGREEMENT MUST BE ATTACHED HERETO AND MADE A PART OF THIS APPLICATION. The property owner is Flying Rock Property, LLC, an affiliate of Oikos Solar System, Inc.

LOCATION OF PROPERTY: 801 Commerce Road, Staunton, Virginia

MAP PROVIDED: YES x NO SITE PLAN PROVIDED: YES x NO

FEE PAID: YES x NO *check or cash only

PRESENT ZONING OF THE PROPERTY: I-1 Light Industrial

APPLICABLE SECTION OF ZONING CODE STATING USE IS PERMITTED ON REVIEW: Chapter 18.75 and Chapter 18.10

ARE PUBLIC UTILITIES AVAILABLE AND ADEQUATE FOR PROPOSED USE? IF NO, EXPLAIN HOW UTILITIES WILL BE PROVIDED:

yes

Please see attached legal description; the parcels have been combined, as shown on the attached consolidation plat.

LEGAL DESCRIPTION OF PROPERTY:
November 28, 2022

Via Email and U.S. Mail

Rodney Rhodes, Zoning Administrator
City Hall
116 W. Beverley Street
P.O. Box 58
Staunton, VA 24402

Re: REQUEST TO WITHDRAW PROPERTY FROM THE AGRICULTURAL-FORESTAL DISTRICT; Oikos Staunton Solar Project, 801 and 809 Commerce Road, Staunton, VA

Dear Mr. Rhodes:

City of Staunton real estate tax records indicate that Flying Rock Property, LLC acquired the following property on August 23, 2022 by deed recorded in the Clerk's Office as Instrument No. 220002665:

1. 809 Commerce Road, PID 10140, containing 1.24 acres
2. 801 Commerce Road, PID 10413, containing 65.50 acres
3. 569 New Hope Road, PID 10418, containing 31.19 acres

These three parcels were combined by recordation of a boundary line adjustment plat, dated September 13, 2022, prepared by EGS & Associates, Inc. The newly-created parcel is referred to herein as the “Property.”

Flying Rock Property, LLC is affiliated with Staunton PV-UT, LLC and Staunton PV-CS, LLC (collectively, the "Applicant"), which intend to file application materials for appropriate land use approvals for Solar Energy Facilities on the Property.

The Applicant proposes a solar facility up to 15.75 MWac, a 5 MWac shared solar facility, and a 5.5 MWac battery electric storage system (collectively, the “Projects”) on the Property, which is zoned I-1 Industrial. We understand that the Property, though in the I-1 District, is designated as Agricultural-Forestal. The Applicant requests to withdraw the entire Property from the Agricultural-Forestal district in order to develop and operate the Projects.

We thank you for your consideration of this request and look forward to working with the City on this project.
REPORT OF THE AGRICULTURAL & FORESTAL ADVISORY COMMITTEE on the PROPOSED WITHDRAWAL OF 801 COMMERCE ROAD OWNED BY FLYING ROCK PROPERTY, LLC FROM THE BELLS LANE AGRICULTURAL DISTRICT
The Agricultural & Forestal Advisory Committee of The City of Staunton, Virginia

Stephen Talley, Chairman
Faye Cooper, Vice-Chairman
Steven Beam
Presley W. Moore, III
Charles Haney, Jr., Staunton City Assessor
Mark Robertson, Council Liaison

Background

A. On November 28, 2022, a representative of Flying Rock Property LLC, owner of a 96.823-acre property now described as 801 Commerce Road in Staunton, Virginia (PID 10413), requested that Staunton remove the property from the Bells Lane Agricultural District.

B. The owner and their affiliates request that the City remove the property from the Agricultural District, subjecting the property to underlying I-1 zoning and allowing the owners to apply for a special use permit to develop and operate a solar energy facility.

Salient Points

A. The City Ordinance 18.95, which establishes Ag/Forestal Districts, does not give a purpose statement or general description which could help guide the Committee in their determination. However, language in the Code of Virginia does lay out state policy that specifies considerations in establishing and maintaining Ag/Forestal Districts. Code section 15.2-4401 states, "It is state policy to encourage localities of the Commonwealth to conserve and protect and to encourage the development and improvement of their agricultural and forestal lands for the production of food and other agricultural and forestal products. It is also state policy to encourage localities of the Commonwealth to conserve and protect agricultural and forestal lands as valued natural and ecological resources which provide essential open spaces for clean air sheds, watersheds protection, wildlife habitat, recreation, and scenic values in the Commonwealth."

B. The property owner requests that the property be removed from the Agricultural District so that it can be developed for the use of solar energy.
B. 18.095.060(2) of the City zoning code states, "No land within a district shall be removed except with the approval of the Council of the City of Staunton, upon a showing of good and reasonable cause."

C. The Virginia Code or case law does not define good and reasonable cause explicitly. It only says that a good and reasonable cause cannot be arbitrary or capricious and cannot be willfully unreasonable.

D. The general purpose of Land Use Taxation in Virginia is to preserve agricultural, horticulture, forestry, and open space lands and to allow for the timely development of land.

E. Soil maps from the City show that only a small portion of the property is considered prime agricultural soil. The bulk of the property is primarily silty clay loam with very high runoff and 30% rock outcrops.

**Committee Action**

The Committee met on February 6, 2023, and February 24, 2023, to discuss the request. Flying Rock Property LLC permitted the Committee to visit the site. Most Committee members visited individually or as a group between the meetings. Oikos Solar Systems, a partner in this venture, had a public informational meeting that some members attended. Representatives of the zoning department were also at our meetings to answer zoning-related questions. Representatives of Flying Rock Properties and Oikos Solar Systems addressed our meeting on February 24, 2023.

Issues brought up and discussed were: the loss of agriculture and open space lands, the effect on the District as a whole if the City removes the property from the District, personal properties rights, income to the City and its uses, the impact on neighboring properties, the benefits of solar power, the perception that the Committee did not have enough time to consider their decision properly, other possible future uses of the industrial zoned property, the absence of guidelines that could inform decision making, what happens when and if Oikos Solar Systems decommissions a solar operation, the extent to which the solar operation developer is willing to install conservation practices and habitat enhancements, and the quality of the soil on the property for farming.

Stephen Beam made the motion to allow the removal of the 96.823 acres at 801 Commerce Road from the Bells Land Agricultural District. Charley Haney seconded the motion. The Committee voted to recommend approval of the applicant's request (three in favor: two opposed).
Oikos Staunton Utility Solar Project
and
Oikos Staunton Community Solar Project

Special Use Permit Application Narrative

Parcel ID Number 10413

INTRODUCTION

Staunton PV-UT, LLC and Staunton PV-CS, LLC (collectively, the “Applicant”) are affiliates of Oikos Solar Systems, Inc., based in Ashland, Virginia. Oikos Solar Systems, Inc. introduced a zoning ordinance amendment to Staunton City Code (“SCC”) Chapter 18.75 to make Solar Energy Facilities permitted by Special Use Permit in the I-1 Light Industrial District and I-2 Heavy Industrial District and to add a definition for Solar Energy Facility to SCC Chapter 18.10. Staunton City Council approved the amendments on July 28, 2022. Flying Rock Property, LLC, a Virginia limited liability company, an affiliate of the Applicant, has purchased property on Commerce Road in the City of Staunton in order to develop and operate Solar Energy Facilities.

PROJECT PROPOSAL

The Applicant proposes two Solar Energy Facilities (collectively, the “Project”) within the 95.1-acre Project property:

1. A 15.75 MW utility scale solar facility with estimated 5.5 MW battery storage\(^1\); and
2. A 5 MW community solar facility\(^2\)

The point of interconnection with the Dominion power lines is located in the Dominion easement within the railroad right-of-way that runs alongside Commerce Road. The point of connection is also part of the Solar Energy Facilities submitted for approval under the special use permit.
& Associates, Inc., dated September 13, 2022, recorded in the City of Staunton land records with a deed of consolidation as Instrument No. 220003442 (See Exhibit A).

Enclosed as Exhibit B to this Special Use Permit Application is a Concept Plan prepared by Timmons Group, dated January 6, 2023, which depicts the perimeter of the Project area, screening, setbacks, fencing, access, panel areas, points of interconnection, inverters, collector station, and environmental features. The Project area will include the following fenced areas:

1. Utility Scale Solar Array Area of approximately 59.4 acres (43.4 acres*);
2. Community Scale Solar Array Area of approximately 30.5 acres (13.6 acres);
3. Utility Scale Battery Energy Storage System Area of approximately 2.1 acres (0.866 acre); and
4. Collector Substation Area of approximately 3.1 acres (0.77 acre).

*The acreage in parentheses is the fenced area for such component.

The Community Solar project is being developed to participate in the Shared Solar Program, adopted by the General Assembly in 2020. This program allows Dominion Energy customers the opportunity to subscribe to shared solar facilities to reduce their energy bills. A minimum of 30% of the initial Shared Solar Program's megawatts must be allocated to low-income customers. The Applicant plans to subscribe as many low-income subscribers as are interested in the program, up to 100% of its subscribers. Staunton's electricity is provided by Dominion Energy and Shenandoah Valley Electric Cooperative. Currently, the Shared Solar Program operates in conjunction with Dominion Energy, and discussions are ongoing to expand it to other electric power providers. For further information, below is a description of the Shared Solar Program from Dominionenergy.com:

"During its 2020 Session, the Virginia General Assembly enacted Chapters 1238 (HB 1634) and 1264 (SB 629) of the 2020 Virginia Acts of Assembly. These Acts of Assembly added a new section to the Virginia Code numbered 56-594.3. The section established the Shared Solar Program, which provides customers of Dominion Energy Virginia the opportunity to participate in shared solar projects.

Under the program, retail customers may purchase subscriptions in a shared solar facility owned by a subscriber organization (SO). The Code defines shared solar facility as a facility that, among other things, generates electricity by means of a solar photovoltaic device with a nameplate capacity that does not exceed 5,000 kilowatts of alternating current, is located in Dominion Energy's service territory in Virginia, and is located on a single parcel of land. Customers that purchase a subscription will receive a bill credit for the proportional output of the shared solar facility attributable to that subscriber, subject to a minimum bill notwithstanding the bill credit. Subscriptions must be sized such that the estimated bill credits do not exceed the subscriber's average annual bill for the account to which the subscription is attributed."

The Applicant intends to construct the Utility Scale and Community Solar projects at the same time, and the submitted Concept Plan reflects the extent to which the projects are designed to be integrated.
residential. The operation of solar facilities in this area would not affect the viability of these existing uses, nor future uses within the area as further discussed below.

**CONSISTENCY WITH THE COMPREHENSIVE PLAN**

Like much of the property in the northeast quadrant of the City annexed from Augusta County in 1986, the Property is designated as Planned Farm Development within the Comprehensive Plan. The parcel is zoned I-1 Light Industrial.

The proposed Project meets the following specific goals and objectives of the City’s Comprehensive Plan:

**Planning**

Goal: Encourage appropriate new development that is well-planned, compatible, incorporates mixed uses when appropriate, and contributes to the resource base of the city.

**Public Service and Government**

Goal: Ensure quality and effective public services that meet the needs of citizens and the business community that is balanced with the City’s economic base and resources.

**Objective: Utilities and Infrastructure**

- Encourage green and sustainable initiatives and integrate emerging technologies that promote use of efficient and renewable energy.

**PUBLIC NEED AND BENEFIT**

**Economic Development and Direct Revenue to the City**

The City will benefit directly from the Project in the form of increased tax revenue, both from real property tax and from personal property taxation. In addition to direct revenue from taxes, there are other economic benefits to consider. The largest of these is jobs directly attributable through the construction of the Project. Upon reaching construction, the Project would contribute to support local jobs by sourcing local contractors and subcontractors wherever possible, from fence installers, to panel electricians, civil engineers, and construction laborers.

After construction of the solar project, it is anticipated that the real property taxation will increase due to increased property value. The Project would be the assessment base of the property.
Therefore, the estimated difference between land use and fair market value taxes over a 30 year period are for illustrative purposes only.

Another consideration is the amount of public services that accompany this additional tax revenue base. While the Project will increase the tax base provided to the City, it will not have any significant draw on public resources such as schools, sewer and water, roads, or other public services and facilities.

**POTENTIAL IMPACTS OF THE PROPOSED PROJECT**

**Visual Impact to Adjacent Properties and Vegetative Screening**
The Project will be sited and screened so as to not impact adjacent landowners. The western boundary of the Property lies along the railroad right-of-way where existing trees create an approximately 200’ wide buffer between Commerce Road and the Property. Single-family residential lots are located across Commerce Road further to the west. To mitigate further any visual impact to these residential property owners and to travelers on Commerce Road, an entrance corridor, the Applicant will plant an additional 10’ wide vegetative buffer within the 25’ front setback required by Sec. 18.75.030(1) along the entirety of the western property boundary to screen visibility of the Project from views from the west.
To the west and south are existing agricultural parcels, some containing farmhouses. The southern parcel boundary has trees along Lewis Creek, but the Applicant will plant a 10’ vegetative buffer within the 50’ setback between the Project and the common boundary line with the YMCA parcel, which is zoned A-1 Agricultural, as well as along the southwest boundary in order to further mitigate any impact to the adjacent owners. The nearest residence to the west is approximately 2,000 feet from the Project.

Pursuant to the standards of Section 18.175.060, the 10’-wide landscaped buffer may consist of a double staggered row of evergreen trees.

**Access to the Project**

As shown on the plat (Exhibit A), the Property has appurtenant easements of right-of-way for access at both the northern and southern boundaries. Primary access to the Project will be from Commerce Road on the VDOT/State Police driveway, over which the Property owner has an easement. If needed, access is available from New Hope Road over three access easements.

**Real Estate**

When properly screened and set back from surrounding residences and properties, studies have shown that solar arrays have no negative impact on property values across the Commonwealth of Virginia. Oikos will provide screening, and the Project is not anticipated to have any negative impact on surrounding property values. In fact, studies have shown that solar arrays can mildly increase property values given that they are quiet, do not generate traffic, and reduce further residential development.

**Glint and Glare**

Solar panels are designed to absorb light, rather than reflect it and therefore produce less glint and glare than snow or concrete.

**Lighting**

All lighting will comply with the City’s Zoning Ordinance requirements and will be kept to the minimum necessary to ensure the safe operation of the facility.

**Noise Analysis**

Solar facilities produce negligible noise when operating, such that any noise produced becomes inaudible at approximately one hundred (100) feet from the noise producing components. These components include inverters that produce decibel levels that will not be heard from adjacent properties. The solar inverters have a manufacturer listed noise rating of sixty-five (65) decibels at one meter away from the inverter. The CDC reports this level of noise as comparable to an air conditioner.
**Vegetative Buffer**
A representative of City Planning & Zoning met with a representative of the Applicant at the site to discuss required and suggested screening. The concept plan incorporates vegetative buffering where required along the southwest and southeast boundaries bordering on parcels zoned A-1 and B-3 and a corner abutting an R-1 designated district. As recommended, additional buffering is proposed along the entire western boundary with Commerce Road to mitigate potential impacts along the entrance corridor. Existing mature vegetation along the Property boundaries will provide additional screening. The proposed vegetative screening and species descriptions are provided on Sheet C4.0 of the Concept Plan.

**Security**
The Project components will be completely enclosed in perimeter fencing of not less than 6 feet and will include barbed wire at the top. The fencing will serve to prevent unauthorized persons from entering the Project site and will protect the system components from damage from wildlife. Locked gates will be installed to allow for ingress and egress of authorized personnel.

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

**Public Facilities & Public Infrastructure**
As stated above, the Project will not have any impacts to roads or schools. Timmons Group representatives have met on-site with Virginia Department of Transportation officials to review the proposed project and access location. See Exhibit C for a summary of this discussion. Site access will be from the existing entrance and access that serves the Virginia Department of Transportation offices. Temporary traffic control measures that meet VDOT and the City's best management practices, will be employed during construction. Once operational, there will be no daily staff at the Project site and site visits are expected to be limited to approximately one or two times per week or less.

It is not anticipated that the Project would impact other City services such as Fire/Rescue and Police. All project gates will have a Knox Box that will be accessible to Fire/Rescue and Police should the need to access the project area arises.

**Environmental Resources**
An Environmental Resource Impact Analysis, dated November 22, 2022, prepared by Timmons Group, is provided as Exhibit D.
the Clean Water Act, and VA-DEQ Stormwater Management Program Regulations. During the site planning phase of the project, a wetland delineation will offer more precise wetland and stream locations, as well as their classifications.

Grading and Stormwater Management
All stormwater management plans will be in conformance with all applicable local laws and regulations, as well as with the VA-DEQ Stormwater Management Program Regulations.

Prime Agricultural Soils
Enclosed as Exhibit E is a map showing the types of farmland soils on the Property. The majority of the Project (93%) is located on non-prime agricultural soils.

DECOMMISSIONING PLAN
Each solar energy facility within the Project will be decommissioned at the end of its useful life, which will be the earlier of when (a) the Project Owner determines the solar energy facility is at the end of its useful life, or (b) the facility generates no electricity for a continuous period of one year. At least 60 days prior to the commencement of decommissioning activities, the Project Owner will notify the City of Staunton officials. The Project Owner (the "Owner") will perform decommissioning activities for that solar energy facility pursuant to the respective decommissioning plan included with the application as Exhibit F. Decommissioning includes the removal and disposal of all equipment and materials relating to the operation of a solar energy facility including:

- Removal of all racking, panels, and electrical equipment
- Removal of all cabling above 36" below grade
- Removal of all above ground cabling
- Removal of all concrete foundations
- Removal of all internal roadways and fencing

Any existing vegetation and buffering will remain in place, and disturbed areas will be covered with topsoil. Minimal grading as necessary will be completed, though virtually none is anticipated except for areas where access roads are removed, and the soil will be decompacted to allow for productive agricultural use. All refuse and materials will be removed from the site and disposed of according to applicable laws and regulations. Where possible, materials will be recycled, salvaged, or reused. The decommissioning plan is designed to restore the property to allow for a productive agricultural use.

For details, please see the two Decommissioning Plans, prepared by Timmons Group, enclosed as Exhibit E(a) and Exhibit E(b).
D. Environmental Resource Impact Analysis, dated November 22, 2022
E. Farmland Soils Map
F. (a) Decommissioning Plan for Utility-Scale Facility, dated January 2, 2023
   (b) Decommissioning Plan for Community Solar Facility, dated January 2, 2023
OIKOS STAUNTON UTILITY SOLAR PROJECT & OIKOS STAUNTON COMMUNITY SOLAR PROJECT
15.75 MWAC UTILITY SCALE SOLAR ELECTRIC POWER GENERATION FACILITY & 5 MWAC COMMUNITY SOLAR ELECTRIC POWER GENERATION FACILITY
SPECIAL USE PERMIT
STAUNTON, VIRGINIA

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SHEET DESCRIPTION
C1.0 COVER SHEET
C2.0 PARCEL AND ZONING MAP
C3.0 CONCEPT PLAN
C4.0 AERIAL TOPOGRAPHY MAP
C5.0 LANDSCAPING DETAILS

STAUNTON PV-UT, LLC
STAUNTON PV-CS, LLC
DEVELOPER
Oikos Solar System, Inc.
11011 Richardson Rd.
Ashland, VA 23005-3418

TIMMONS GROUP
ENGINEER
1001 Boulders Parkway, Suite 300
Richmond, VA 23225
TEL 804.200.6538

PROPERTY OWNER
Flying Rock Property, LLC
13407 Westwell Drive
Midlothian, Virginia 23113

PRELIMINARY CONCEPT PLANS PREPARED BY TIMMONS GROUP
MAY 16, 2023
VEGETATIVE BUFFER NOTES

- Screening shall consist of a planting strip existing vegetation, a slightly
  exposed material, or a fence. A combination of these materials may be used.
  The screening strip shall not be less than five (5) feet wide in the business
  and professional districts and 20 feet wide in the industrial districts as
  required by City Ordinance.
- Supplemental screening up to 15 feet wide has been proposed, as shown in
  the concept schematic below.
- The planting strip shall consist of a double layered row of evergreen
  trees planted and flowering trees 15 feet of center.
- Where a fence or a wall is provided, it shall be a minimum of six feet
  in height.
- Plantings shall be required at intervals along such a fence or wall.

GROUNDCOVER PLANTING NOTES

- Following initial and final construction, noxious weeds and invasive plant species may be present
  in the project area. These areas shall be eliminated to prevent spread to the rest of the property.
- Seed of plant species within the project area shall be eliminated to prevent spread to the rest of
  the property.
- The following materials shall be used:
  - Mulch: Black landscape fabric
  - Soil: Organic soil
  - Water: Rainwater harvesting systems

RECOMMENDED GROUNDCOVER SEED MIXES

- Solar Farm Seed Mix
  - Sunphonic Solar Farm Seed Mix
  - Enron Solar Farm Seed Mix

SHORT NATIVE GRASS SEED MIX

- For use in areas within the property
- Custom mix by D.D.

RECOMMENDED BUFFER PLANT LIST

- Botanical Name / Common Name:
  - Kobra Lattuce / Mountain Laurel
  - Physocarpus opulifolius / Microcyclus
  - Strophanthus sp. / Traveler's Joy
  - Ceanothus sp. / Loropetalum
  - Heuchera sp. / Phlox
  - Labrador Tea / Viburnum
  - Cornus sericea / Redbud
  - Viburnum dentatum / Mock Orange

- RECOMMENDED COVER CROPS (TEMPORARY SEEDING)
  - Botanical Name / Common Name:
    - Sida spinosa / Black jack
    - Silphium integrifolium / Orange Milkweed
    - Bidens alba / Black Jack
    - Euphorbia fulvicarpa / Jimson Weed

- RECOMMENDED GROUNDCOVER SEED MIXES
  - Solar Farm Seed Mix
  - Sunphonic Solar Farm Seed Mix
  - Enron Solar Farm Seed Mix

- QUOTE
  - SHIP TO: 1234 Main Street
  - BID: 123
  - DESCRIPTION: Science Planting
  - QUOTE TOTAL: $12,345.67

- DETENTION BERM MIX
  - VA Southern Piedmont Detention Berm Mix
  - ENRON 564

- VирGINIA POLLINATOR BUMPER MIX
  - For use in planting in property
  - VA Pollinator Bumper Mix
  - ENRON 202
MEMORANDUM

TO: City of Staunton Planning and Zoning Department
FROM: Timmons Group on behalf of Staunton PV-UT, LLC and Staunton PV-CS, LLC
DATE: November 22, 2022
RE: Staunton Solar Environmental Resource Impact Analysis

Timmons Group, on behalf of Staunton PV-UT, LLC and Staunton PV-CS, LLC (Staunton Solar), has conducted a limited environmental review of resources that may be present in the vicinity of the proposed project location. This environmental review includes national and state forests, national and state parks, wildlife management areas, conservation easements, recreational areas, and cultural and historic resources.

Federal, State, and Local Conservation and Recreation Lands

Staunton Solar does not intersect any federal, state, or recreational lands. Staunton Solar does intersect with one conservation easement that is managed by the Valley Conservation Council (VCC). There are other conservation easements that are located within one mile of the proposed project location. These two are managed by the Department of Historical Resources (DHR) and the VCC. See Attachment 1: Protected Lands Map.

Wetlands and Streams

Wetlands and streams are present on site. As the project progresses, more precise locations of wetlands and streams will be delineated and verified by the United States Army Corps of Engineers (USACE). If wetland or stream impacts are unavoidable, the Applicant will obtain the appropriate USACE permit for any unavoidable impacts to USACE jurisdictional wetlands and streams.

Wetlands and streams form a natural wildlife corridor, and as they will generally not be impacted by the project, will remain as interior corridors for wildlife utilization. Wetlands and streams are generally outside the fenced area so free passage of wildlife will be allowed for the duration of the project. The Virginia Department of Wildlife Resources advises that interior passages through solar projects helps reduce potential impacts to wildlife, to which this project will adhere. See Attachment 2: Environmental Inventory Map.
There are three previously recorded architectural resources within one-half mile of the project. All three architectural resources (DHR ID # 007-5086, 007-0414, and 007-005) have been evaluated by VDHR and have been listed as Not Eligible for the National Register of Historic Places (NRHP) and the Virginia Landmarks Register (VLR). See Attachment 3: Cultural Resources Review.

**Landscaping**

The Virginia Department of Conservation and Recreation (VDCR) recommends the development of an invasive species management plan for the project and the planting of Virginia native pollinator species.

**Attachments**

Attachment 1  Public Lands and Easements Map
Attachment 2  Environmental Inventory Map
Attachment 3  Cultural Resources Review
This cost estimate was not based on detailed construction drawings, but is typical for a project of this size and type. The listed equipment quantities are subject to change based on the actual installed facilities.
## Staunton PV-UT
### Decommissioning Plan

<table>
<thead>
<tr>
<th>CLIENT NAME</th>
<th>Staunton PV-UT, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NAME</td>
<td>Oikos Staunton Utility Solar Project</td>
</tr>
<tr>
<td>LOCATION</td>
<td>801 &amp; 809 Commerce Rd, 569 New Hope Road, City of Staunton, Virginia</td>
</tr>
<tr>
<td>PROJECT</td>
<td>Solar PV Electric Generating Facility and Energy Storage Facility</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rev.</th>
<th>Date</th>
<th>Description</th>
<th>Prepared</th>
<th>Checked</th>
<th>Approved</th>
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<td>KJ</td>
<td>LW</td>
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<tr>
<td>2</td>
<td>01/02/2023</td>
<td>Released for Client Use</td>
<td>NBF</td>
<td>KJ</td>
<td>LW</td>
</tr>
</tbody>
</table>
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8 FINANCIAL ASSURANCE ..................................................... 14
1 Introduction

Oikos Staunton Utility Solar (the “Project”) is a Solar Energy Facility, as defined by Section 18.75.040(2) of the Staunton Zoning Ordinance (the “Facility”) up to 15.75 MWac Solar plus 5.5 MWac Battery ESS with DC coupling proposed by Staunton PV-UT, LLC (the “Project Owner”). The Project will be located in the City of Staunton, at 801 & 809 Commerce Rd, Virginia. The project area will span approximately 61.5 acres and will connect to a 34.5 kV Transmission Distribution line owned by local Dominion Energy Virginia.

This Decommissioning and Restoration Plan (the “Plan”) has been prepared in conjunction with the special use permit application for a Solar Energy Facility in the City of Staunton, Virginia.

The Project will also comply with any applicable municipal, state and federal regulations. The Plan assumes decommissioning and restoration will occur at the end of the Project’s expected useful life of forty (40) years. An overview of all activities related to the removal of the Project’s equipment and panels, appurtenant structures, and for restoration of the site to its previous condition (as much as reasonably practicable) can be found in the Plan.

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

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

2 Project Components

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

- Steel Piers and Racking
- PV Panels
- ESS Battery DC coupling
3 Regulatory Compliance

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

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

4 Decommissioning

The Project will be decommissioned at the end of its useful life, which will be the earlier of when (a) the Project Owner determines the Project is at the end of its useful life, or (b) the facility generates no electricity for a continuous period of 1 year. At least 60 days prior to the commencement of decommissioning activities, the Project Owner will notify the City of Staunton officials. The following general decommissioning activities will occur:
8. Remove all electrical switchgear, transformers, and their foundations
9. Remove Data Acquisition System (DAS) equipment, feeders, and conduit
10. Remove all above ground mounting equipment components and posts
11. Excavate and remove Underground feeders and conduit
12. Remove all MV feeders and utility poles
13. Removal of Collector Substation
14. Removal of weather station
15. Remove access road
16. Remove all fencing
17. Fill/Grade/Seed as needed

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

5 Materials, Recycling, and Disposal

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

6 Site Restoration

Following the completion of decommissioning activities, it is anticipated that the site will primarily be converted back to the pre-construction land uses. The land will be graded as necessary, though minimal grading is expected to be required, and decompacted to allow for productive agricultural use. Following completion of the decommissioning activities,
## 7 Decommissioning Cost Estimate

### 7.1 OPINION OF PROBABLE DECOMMISSIONING COST

Detailed Project Description: The Project is a fixed tilt solar electric generating facility, consisting of 27 modules per string, that will be installed in City of Staunton, VA.

<table>
<thead>
<tr>
<th>Table 7-1A: PV Estimated Decommissioning Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PV Module Removal</strong></td>
</tr>
<tr>
<td># Solar Panels 540 W</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Foundations Structural Removal</strong></td>
</tr>
<tr>
<td># Panel Support Steel Piles</td>
</tr>
<tr>
<td># Panel Racks</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Electrical Equipment Removal</strong></td>
</tr>
<tr>
<td>Inverters Sungrow SG3150</td>
</tr>
<tr>
<td>MV Transformers, 3200 KVA</td>
</tr>
<tr>
<td>POI (Circuit Breaker, Disconnect/ Meter, Pad, Grounding System and Wiring)</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Electrical Wires Removal</strong></td>
</tr>
<tr>
<td>MV Conductor</td>
</tr>
<tr>
<td>DC/LC Conductor</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Fence/land, Removal/Restoration</strong></td>
</tr>
<tr>
<td>Fence Perimeter</td>
</tr>
<tr>
<td>Site Remediation</td>
</tr>
<tr>
<td>Storm Water Management Ponds</td>
</tr>
<tr>
<td>Engineering &amp; permitting</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
</tbody>
</table>
### PV Summary of Cost Estimates

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>PV Module Removal</td>
<td>$189,750</td>
</tr>
<tr>
<td>Foundations Structural Removal</td>
<td>$240,205</td>
</tr>
<tr>
<td>Electrical Equipment Removal</td>
<td>$55,000</td>
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<tr>
<td>Electrical Wires Removal</td>
<td>$420,000</td>
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<td>Fence/land, Removal/Restoration</td>
<td>$338,600</td>
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<td><strong>SUBTOTAL TOTAL</strong></td>
<td><strong>$1,243,555</strong></td>
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### BESS Summary of Cost Estimate

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>BESS Foundations Structural Removal</td>
<td>$2,500</td>
</tr>
<tr>
<td>Electrical Equipment Removal</td>
<td>$20,000</td>
</tr>
<tr>
<td>Electrical Wires Removal</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$27,500</strong></td>
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### Table 7-1B: BESS Estimated Decommissioning Cost:

<table>
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<tr>
<th>Item</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total</th>
<th>Comment</th>
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<tr>
<td># BESS Foundation Pad</td>
<td>5</td>
<td>EA</td>
<td>$500</td>
<td>$2,500</td>
<td>Disassembly, Haul Offsite</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>Inverters (Coupled with PV)</td>
<td>0</td>
<td>EA</td>
<td></td>
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<tr>
<td>Battery Skid (Four Hour Battery)</td>
<td>5</td>
<td>EA</td>
<td>$4,000</td>
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<td>$20,000</td>
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</tr>
<tr>
<td>MV Conductor (no Need)</td>
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<td>FT</td>
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<td>Removal, Non-Excavation</td>
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<tr>
<td>DC Conductor</td>
<td>2,500</td>
<td>FT</td>
<td>$2</td>
<td>$5,000</td>
<td>Removal, Non-Excavation</td>
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<td><strong>SUBTOTAL</strong></td>
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<td>$5,000</td>
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</table>

**Data Sources:**
1. Material List and Quantities: Based on schematic design.
2. Unit Price Values: Based on R.S. Means and typical quantities for various components.
7.2 OPINION OF PROBABLE SALVAGE VALUE COST

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

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

Table 7-2A PV Estimated Salvage Value:

<table>
<thead>
<tr>
<th>PV Module (At: $.3/W before Removal and Hauling)</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 10% of New Cost</th>
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<tbody>
<tr>
<td># Solar Panels 540 W ($0.3W X 450) = $162</td>
<td>37,950</td>
<td>LOT</td>
<td>$162</td>
<td>$6,147,900</td>
<td>$614,790</td>
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<table>
<thead>
<tr>
<th>Foundations Structural (at: $.20/LB before Removal and Hauling)</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated Weight LB/E</th>
<th>Estimated Salvage Value</th>
<th>Estimated Salvage Value</th>
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</thead>
<tbody>
<tr>
<td># Panel Support Steel Piles</td>
<td>8,304</td>
<td>EA</td>
<td>100</td>
<td>$0.20</td>
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<tr>
<td># Rack Steel</td>
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<td>$728,305.37</td>
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<table>
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<tr>
<th>Electrical Equipment</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 20% of New Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV Transformers 3,200 KVA</td>
<td>5</td>
<td>EA</td>
<td>$95,000</td>
<td>$475,000</td>
<td>$95,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical Wires/Cables</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 10% of New Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV Conductor (only 10% of total)</td>
<td>16,800</td>
<td>FT</td>
<td>$15</td>
<td>$252,000</td>
<td>$25,200</td>
</tr>
<tr>
<td>DC/LC Conductor</td>
<td>168,000</td>
<td>FT</td>
<td>$2</td>
<td>$336,000</td>
<td>$33,600</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$58,800</td>
</tr>
</tbody>
</table>

| Fence                                                            |          |       |                         |                         |                                       |
### PV Summary of Salvage Values Estimate

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PV Module</td>
<td>$614,790</td>
</tr>
<tr>
<td>Foundations Structural</td>
<td>$728,305</td>
</tr>
<tr>
<td>Electrical Equipment</td>
<td>$95,000</td>
</tr>
<tr>
<td>Electrical Wires</td>
<td>$58,800</td>
</tr>
<tr>
<td>Fence</td>
<td>$67,155</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$1,564,051</strong></td>
</tr>
</tbody>
</table>

### Table 7-2B BESS Estimated Salvage Value:

<table>
<thead>
<tr>
<th>BESS Equipment</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 10% of New Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cubical/Batteries</td>
<td>5.5</td>
<td>MWdc/4h</td>
<td>$350,000</td>
<td>$1,750,000</td>
<td>$175,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BESS Equipment</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 10% of New Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical Wires/cables</td>
<td>2,500</td>
<td>FT</td>
<td>$5</td>
<td>$12,500</td>
<td>$1,250</td>
</tr>
</tbody>
</table>

| **SUBTOTAL** | **$176,250** |

### BESS Summary of Salvage Values Estimate

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>BESS Equipment</td>
<td>$175,000</td>
</tr>
<tr>
<td>Electrical Wires</td>
<td>$1,250</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$176,250</strong></td>
</tr>
</tbody>
</table>
7.3 NET DECOMMISSIONING COST

The net decommissioning cost for the Project is calculated by subtracting the salvage value from the total of the disassembly and removal costs. As noted in Table 7-1A, 7-1B and Table 7-2A, 7-2B the total estimated decommissioning costs will be $1,297,455 and Table 7-2 the total estimated salvage value of Project components will be $1,740,301. The estimated net decommissioning cost will be a ($442,846) negative return.

<table>
<thead>
<tr>
<th>Summary of Estimate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Decommissioning Cost PV</td>
<td>$1,243,555</td>
</tr>
<tr>
<td>Estimated Decommissioning Cost BESS</td>
<td>$27,500</td>
</tr>
<tr>
<td><strong>Grand Total Decommissioning Cost</strong></td>
<td><strong>$1,268,055</strong></td>
</tr>
<tr>
<td>Estimated Salvage Value PV</td>
<td>$1,564,051</td>
</tr>
<tr>
<td>Estimated Salvage Value BESS</td>
<td>$176,250</td>
</tr>
<tr>
<td><strong>Grand Total Salvage Value</strong></td>
<td><strong>$1,740,301</strong></td>
</tr>
<tr>
<td><strong>ESTIMATED NET COST</strong></td>
<td><strong>($472,246)</strong></td>
</tr>
</tbody>
</table>

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

7.4 DECOMMISSIONING ASSUMPTIONS

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

2. Decommissioning year is based on a 10-year initial period for the financial security. The projected life of the project is 40 years.

3. This Cost Estimate is based on the Timmons Group data request forwarded November 2022.

4. Common labor will be used for the majority of the tasks except for heavy equipment operation. Pricing is based on local Southeast US labor rates.

5. Permit applications required include the preparation of a Stormwater Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure
charge for the disposal.

7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.

8. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road and surrounding all on-site wetlands.

9. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as $500 per acre (based on previous bid prices), and revegetation on removed road area, which includes seed, fertilizer, lime, and care until vegetation is established is $2,500 per acre. The majority of the project area is “over-seeded” since the decommissioning activities are not expected to eliminate the existing grasses and vegetation under the arrays or heavily compact the soils. Over-seeding does not include fertilizer and lime and is estimated at $4,000 per acre.

10. Fence removal includes loading, hauling, and recycling or disposal. Fences and posts weigh approximately 2.3 pounds per foot.

11. Array support posts are generally lightweight “I” beam sections installed with a piece of specialized tracked equipment. Crew productivity is approximately 240 posts per day, and the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately $12. We assume a cost of $12.00 per post to include hauling fees and contingencies.

12. A metal recycling facility (FEA Salvage and Recycling) is located in Orange, Virginia and is relatively close to the project site. Steel scrap pricing was acquired from www.scrapmonster.com.

13. The solar panels rated 540 watts can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 12 panels per hour.

14. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic so the site turf establishment cost is based on RS Means unit prices for applying lime, fertilizer, and seed at the price of per acre plus an allowance for some areas to be decompacted.

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

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

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

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

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

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

The base industry assumption is that since solar panels are expected to retain about 75% of their production capability after 35 years of use, a salvage value of 10% of original cost is a low estimate of their expected value and as we note in assumption. This considers possible technology improvements and undervalues the anticipated salvage value of the panel's raw materials.
modules and recycles 90% of the semiconductor material which is then reused in new modules. 90% of the glass product can be reused as new glass products, including panels and fiber optic cable. We can conclude that realistically the estimated 10% salvage value is low and reflects a conservative figure. Information about First Solar’s recycling program is at: http://www.firstsolar.com/en/Modules/Recycling.

8 Financial Assurance

The Project Owner will post a financial surety if required by the City of Staunton zoning ordinance. Based on industry trends, the projected and actual costs of decommissioning are expected to go down over time based on improvements both to best practices in calculating these costs and the decommissioning process itself. The Project Owner will reevaluate decommissioning costs with a qualified engineering consultant every five years during the life of the Project.
This cost estimate was not based on detailed construction drawings, but is typical for a project of this size and type. The listed equipment quantities are subject to change based on the actual installed facilities.
Staunton PV-CS
Decommissioning Plan

<table>
<thead>
<tr>
<th>Rev.</th>
<th>Date</th>
<th>Description</th>
<th>Prepared</th>
<th>Checked</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>11/15/2022</td>
<td>Released for Client Use</td>
<td>NBF</td>
<td>KJ</td>
<td>LW</td>
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<tr>
<td>1</td>
<td>12/5/2022</td>
<td>Released for Client Use</td>
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<td>Released for Client Use</td>
<td>NBF</td>
<td>KJ</td>
<td>LW</td>
</tr>
</tbody>
</table>
### Table of Contents

1. INTRODUCTION ................................................................. 4
2. PROJECT COMPONENTS .................................................... 4
3. REGULATORY COMPLIANCE .............................................. 5
4. DECOMMISSIONING .......................................................... 5
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1 Introduction

Oikos Staunton Shared Solar (the “Project”) is a Solar Energy Facility, as defined by Section 18.75.040(2) of the Staunton Zoning Ordinance (“Facility”) up to 5 MWac proposed by Staunton Solar, LLC (the “Project Owner”). The Project will be located in the City of Staunton, at 801 & 809 Commerce Rd, Virginia. The project area will span approximately 30.5 acres and will connect to a 34.5 kV Transmission Distribution line owned by local Dominion Energy Virginia.

This Decommissioning and Restoration Plan (the “Plan”) has been prepared in conjunction with the special use permit application for a Solar Energy Facility in the City of Staunton, Virginia.

The Project will also comply with any applicable municipal, state and federal regulations. The Plan assumes decommissioning and restoration will occur at the end of the Project’s expected useful life of forty (40) years. An overview of all activities related to the removal of the Project’s equipment and panels, appurtenant structures, and for restoration of the site to its previous condition (as much as reasonably practicable) can be found in the Plan.

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

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

2 Project Components

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

- Steel Piers and Racking
- PV Panels
- Inverters
3 Regulatory Compliance

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

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

4 Decommissioning

The Project will be decommissioned at the end of its useful life, which will be the earlier of when (a) the Project Owner determines the Project is at the end of its useful life, or (b) the facility generates no electricity for a continuous period of 1 year. At least 60 days prior to the commencement of decommissioning activities, the Project Owner will notify the City of Staunton officials. The following general decommissioning activities will occur:
8. Remove Data Acquisition System (DAS) equipment, feeders, and conduit
9. Remove all above ground mounting equipment components and posts
10. Excavate and remove Underground feeders and conduit
11. Remove all MV feeders and utility poles
12. Removal of Collector Substation
13. Removal of weather station
14. Remove access road
15. Remove all fencing
16. Fill/Grade/Seed as needed

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

5 Materials, Recycling, and Disposal

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

6 Site Restoration

Following the completion of decommissioning activities, it is anticipated that the site will primarily be converted back to the pre-construction land uses. The land will be graded as necessary, though minimal grading is expected to be required, and decompacted to allow for productive agricultural use.
### 7 Decommissioning Cost Estimate

#### 7.1 OPINION OF PROBABLE DECOMMISSIONING COST

Detailed Project Description: The Project is a fixed tilt solar electric generating facility, consisting of 27 modules per string, that will be installed in City of Staunton, VA.

<table>
<thead>
<tr>
<th>Table 7-1: Estimated Decommissioning Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PV Module Removal</strong></td>
</tr>
<tr>
<td>QUANTITY</td>
</tr>
<tr>
<td># Solar Panels 540 W</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Foundations Structural Removal</strong></td>
</tr>
<tr>
<td>QUANTITY</td>
</tr>
<tr>
<td># Panel Support Steel Piles</td>
</tr>
<tr>
<td># Panel Racks</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Electrical Equipment Removal</strong></td>
</tr>
<tr>
<td>QUANTITY</td>
</tr>
<tr>
<td>Inverters Sungrow SG3150</td>
</tr>
<tr>
<td>MV Transformers, 3200 KVA</td>
</tr>
<tr>
<td>POI (Circuit Breaker, Disconnect/ Meter, Pad, Grounding System and Wiring)</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Electrical Wires Removal</strong></td>
</tr>
<tr>
<td>QUANTITY</td>
</tr>
<tr>
<td>MV Conductor</td>
</tr>
<tr>
<td>DC/LC Conductor</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
</tr>
<tr>
<td><strong>Fence/land, Removal/Restoration</strong></td>
</tr>
<tr>
<td>QUANTITY</td>
</tr>
<tr>
<td>Fence Perimeter</td>
</tr>
<tr>
<td>Site Remediation</td>
</tr>
</tbody>
</table>
Summary of Cost Estimates

<table>
<thead>
<tr>
<th>Cost Item</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PV Module Removal</td>
<td>$60,250</td>
</tr>
<tr>
<td>Foundations Structural Removal</td>
<td>$76,271</td>
</tr>
<tr>
<td>Electrical Equipment Removal</td>
<td>$31,000</td>
</tr>
<tr>
<td>Electrical Wires Removal</td>
<td>$140,000</td>
</tr>
<tr>
<td>Fence/land, Removal/Restoration</td>
<td>$181,500</td>
</tr>
<tr>
<td><strong>ESTIMATED GRAND TOTAL</strong></td>
<td><strong>$489,021</strong></td>
</tr>
</tbody>
</table>

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

**7.2 OPINION OF PROBABLE SALVAGE VALUE COST**

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

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

**Table 7-2 Estimated Salvage Value:**

<table>
<thead>
<tr>
<th>PV Module (At: $.3/W before Removal and Hauling)</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 10% of New Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td># Solar Panels 540 W ($.3W X450) =$162</td>
<td>12,050</td>
<td>LOT</td>
<td>$162</td>
<td>$1,952,100</td>
<td>$195,210</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Foundations Structural (at:$ .20/LB before Removal and Hauling)</th>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated Weight LB- EA</th>
<th>Estimated Salvage Value</th>
<th>Estimated Salvage Value</th>
</tr>
</thead>
</table>
### Electrical Wires/Cables

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated New Cost/Unit</th>
<th>Estimated New Total Cost</th>
<th>Estimated Salvage Value 10% of New Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV Conductor (only 10% of total)</td>
<td>5,600</td>
<td>FT</td>
<td>$15</td>
<td>$84,000</td>
</tr>
<tr>
<td>DC/LC Conductor</td>
<td>56,000</td>
<td>FT</td>
<td>$2</td>
<td>$112,000</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$19,600</strong></td>
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</tbody>
</table>

### Fence

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>UNITS</th>
<th>Estimated Weight LB.</th>
<th>Estimated Salvage Value</th>
<th>Estimated Salvage Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fence Perimeter (1.3 lb. per square ft, 6ft height)</td>
<td>4,500</td>
<td>FT</td>
<td>35,100</td>
<td>$0.54</td>
</tr>
<tr>
<td>Fence Post every 10 ft (9 ft length, 2.3 lb/Ft)</td>
<td>450</td>
<td>FT</td>
<td>9,315</td>
<td>$0.54</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td>$23,984.10</td>
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</table>

**Summary of Salvage Values Estimate**

<table>
<thead>
<tr>
<th>Component</th>
<th>Estimated Salvage Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PV Module</td>
<td>$195,210</td>
</tr>
<tr>
<td>Foundations Structural</td>
<td>$231,254</td>
</tr>
<tr>
<td>Electrical Equipment</td>
<td>$38,000</td>
</tr>
<tr>
<td>Electrical Wires</td>
<td>$19,600</td>
</tr>
<tr>
<td>Fence</td>
<td>$23,984</td>
</tr>
<tr>
<td><strong>ESTIMATED GRAND TOTAL</strong></td>
<td><strong>$508,048</strong></td>
</tr>
</tbody>
</table>

### 7.3 NET DECOMMISSIONING COST

The net decommissioning cost for the Project is calculated by subtracting the salvage value from the total of the disassembly and removal costs. As noted in Table 7-1 and Table 7-2 the total estimated decommissioning costs will be $467,021 and Table 7-2 the total estimated salvage value of Project components will be $508,048. The estimated net decommissioning cost will be a ($41,027) Negative return.

**Summary of Estimate**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Decommissioning Cost</td>
<td>$489,021</td>
</tr>
<tr>
<td>Estimated Salvage Value</td>
<td>$508,048</td>
</tr>
<tr>
<td><strong>ESTIMATED NET COST</strong></td>
<td><strong>($18,027)</strong></td>
</tr>
</tbody>
</table>
7.4 DECOMMISSIONING ASSUMPTIONS

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

2. Decommissioning year is based on a 10-year initial period for the financial security. The projected life of the project is 40 years.

3. This Cost Estimate is based on the Timmons Group data request forwarded November 2022.

4. Common labor will be used for the majority of the tasks except for heavy equipment operation. Pricing is based on local Southeast US labor rates.

5. Permit applications required include the preparation of a Stormwater Pollution Protection Plan (SWPPP) and a Spill Prevention Control and Countermeasure (SPCC) Plan.

6. Road gravel removal was estimated on a time and material basis using a 16 foot width and an 8 inch thickness for the access roads. Substation aggregate is included in the substation quantities. Since the material will not remain on site, a hauling cost is added to the removal cost. Road aggregate can often be disposed of by giving to landowners for use on driveways and parking areas. Many landfills will accept clean aggregate for use as “daily cover” and do not charge for the disposal.

7. Grade Road Corridor reflects the cost of mobilizing and operating light equipment to spread and smooth the topsoil stockpiled on site to replace the aggregate removed from the road.

8. Erosion and sediment control along road reflects the cost of silt fence on the downhill side of the road and surrounding all on-site wetlands.

9. Topsoil is required to be stockpiled on site during construction, therefore this topsoil is available on site to replace the road aggregate, once removed. Subsoiling cost to decompact roadway areas is estimated as $500 per acre (based on...
10. Fence removal includes loading, hauling, and recycling or disposal. Fences and posts weigh approximately 2.3 pounds per foot.

11. Array support posts are generally lightweight “I” beam sections installed with a piece of specialized tracked equipment. Crew productivity is approximately 240 posts per day, and the same crew and equipment should have a similar productivity removing the posts, resulting in a per post cost of approximately $12. We assume a cost of $12.00 per post to include hauling fees and contingencies.

12. A metal recycling facility (FEA Salvage and Recycling) is located in Orange, Virginia and is relatively close to the project site. Steel scrap pricing was acquired from www.scrapmonster.com.

13. The solar panels rated 540 watts can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 12 panels per hour.

14. No topsoil is planned to be removed from the site during decommissioning and most of the site will not have been compacted by heavy truck or equipment traffic so the site turf establishment cost is based on RS Means unit prices for applying lime, fertilizer, and seed at the price of per acre plus an allowance for some areas to be decompacted.

15. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. We have assumed a 20% recovery of these units based on field experience with used transformers as opposed to trying to break them down into raw material components.

16. The underground collection lines are assumed to be aluminum conductor.

17. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

The estimated salvage values are derived from years of experience decommissioning and uprating electric substations, overhead transmission and distribution hardware and underground distribution hardware that would include but not be limited to substation and pad mounted transformers, overhead and underground conductors, poles, fencing, ground grid conductors, control housings, circuit breakers (high and medium voltage), protective relaying, and other hardware items. These individual items have high salvage value either as stand-alone components to be reused or recycled and sold as used items. These items also have a relatively high salvage value as pure scrap for steel, copper and other
For any and all recycling and upgrading, Solomon Corporation offers the same set of services for transformer repair and recycling and complete substation decommissioning services. With seven different locations, Solomon is one of several vendors that can decommission and recycle the components as noted above. Their website is: https://www.solomoncorp.com/. Solomon Corporation is only one of many transmission and distribution recycle and decommissioning shops that do this mainly to harvest the components.

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

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

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

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

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

8 Financial Assurance
Staunton PV-UT, LLC and Staunton PV-CS, LLC are pursuing the development of a solar facility in Staunton, VA. Oikos Staunton Solar is located on the east side of US Route 11 (Commerce Road), immediately south of the Virginia Department of Transportation (VDOT) Staunton District and Virginia State Police (VSP) offices. The project encompasses a total of 95 acres and will be served by one (1) entrance off the existing public right-of-way that serves the aforementioned VDOT/VSP offices; this entrance will serve both construction-related traffic and operations/maintenance activities.

A pre-application meeting was held on November 16, 2022 with representatives from the City of Staunton. At this meeting, no traffic concerns were raised related to the construction of the site or operations/maintenance activities. It was recommended that the owner/applicant coordinate with VDOT prior to project submission.

A subsequent project meeting was held on December 16, 2022 with VDOT representatives (Adam Campbell, Kevin Linhares, Jeff Lineberry) to introduce the project and receive comments. The following was discussed:

- There are no VDOT requirements associated with the site for the CUP process. VDOT will comment on the site plan when it is forwarded by the City.
- With respect to site access:
  - The entrance should be located prior to the access gate at the front entrance.
  - The preferred entrance location is opposite the VSP parking area.
  - The site layout should accommodate traffic freely entering the site and accessing a staging/parking area; the objective is to avoid congestion on the public ROW and across the RR tracks.
- VDOT will inform VSP of this project; no direct coordination from solar team is required.
- The site plan should include a truck wash area to minimize debris on the road.
- The railroad (RR) is a Buckingham Branch short line that runs between Staunton and Waynesboro.
Following the meeting with VDOT, Williams Mullen coordinated with Tom Dorr of EGS Surveying on Flying Rock’s consolidation plat. Mr. Dorr agreed that the northern access easement was reserved for future dedication as a public right-of-way but that it has not been taken into a public street system. He reiterated that it will be important to check with the RR regarding the crossing.

Timmons Group attempted to contact a representative from Buckingham Branch Railroad (Brandon Shumaker, Supervisor of Projects, and Grant Administration) by both phone and email. Messages provided a brief description of the project and requested Buckingham Branch’s input. To date, no response has been received.
SUPPLEMENT REGARDING SHARED SOLAR SUBSCRIPTION

Oikos Staunton Utility Solar Project
and
Oikos Staunton Community Solar Project
Special Use Permit Application

Staunton PV-UT, LLC and Staunton PV-CS, LLC (collectively, the "Applicant"), which are affiliates of Oikos Solar Systems, Inc., submitted an application for a special use permit for a Utility Solar Facility comprising a 15.75 MW utility-scale project and a 5 MW community solar project on January 13, 2023.

The community solar project\(^1\) is enabled by the Virginia Shared Solar Program adopted with the 2020 Clean Economy Act. Currently, the program is approved for 150 MW in the Dominion Energy territory. Solar developers have registered for 123 MW of the available capacity; it is widely anticipated that the General Assembly will expand the program. At least 30% of the Shared Solar subscribers must be low-income residents, as defined by the enabling statutes.\(^2\)

The City has requested information about how Staunton residents will be able to take advantage of the community solar project’s energy production. General information about the program and subscribing can be found at this link (scc.virginia.gov/pages/Shared-Solar) on the State Corporation Commission’s website and on the Dominion Energy website here: www.dominionenergy.com/virginia/renewable-energy-programs/community-solar, but this narrative explains the Applicant’s plan specifically prepared for the City of Staunton.

The Applicant has engaged Arcadia, which is a third-party servicing company, to manage subscriptions. The Applicant has arranged for an unusually long exclusivity period for Staunton residents. However, because of the relatively small population of the City, Arcadia expects that not all subscribers for the project will be Staunton residents. Also, the percentage of City residents that would fit the low median income range also lowers the likely percentage of project subscribers who will meet the low-income definition. The Applicant will establish a 12-month period during which only Staunton residents may be enrolled in the program. Arcadia will conduct a marketing campaign to promote and advertise the program to City residents. Any Staunton resident may enroll, regardless of income, during that initial 12-month period. After the initial 12 months, if not fully subscribed, Arcadia will open subscriptions to remaining Dominion territory in Virginia, but limited to 100% low-income customers. The Applicant desires to serve as many low-income customers as possible, ideally, at least 50%, but, again, will not

March 31, 2023
SUBSTATION NOTES
1. MAJOR COMPONENTS ARE SIMILAR TO OTHER EXISTING SUBSTATION IN THE REGION AND INCLUDE:
   • MAIN POWER TRANSFORMER
   • COLLECTION LINE FEEDERS AND BREAKERS
   • UNDERGROUND TRANSMISSION LINE RISER
   • HIGH VOLTAGE BREAKER
   • METERING/RELYING TRANSFORMERS
   • DISCONNECT SWITCHES
   • EQUIPMENT ENCLOSURE
2. ESTIMATED BUILDING COMPONENT HEIGHTS RANGE FROM 10-15' HEIGHTS PER TYPICAL SUB-STATION DESIGN, WITH THE EXCEPTION OF THE PROPOSED LIGHTNING PROTECTION MAST AT 50-60'.
3. THE PROJECT SUBSTATION/COLLECTION YARD WILL BE NO MORE THAN 350 LF BY 350 LF.
RESOLUTION
OF THE
COUNCIL OF THE CITY OF STAUNTON, VIRGINIA
GRANTING A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT
801 COMMERCE ROAD (PID: 10413)

Recitals

A. Oikos Solar Systems Inc, and Flying Rock Property LLC, (Owner), owner of
certain land identified as parcel identification number 10413, currently addressed as 801
Commerce Road, Staunton (the Property), having acquired the land through a deed dated
November 9, 2022 and recorded in the Clerk’s Office of the Circuit Court of the City of Staunton
as Instrument Number 220003442, is requesting a Special Use Permit to allow a solar facility to be
constructed on the property (the Project);

B. The Owner seeks a Special Use Permit under Staunton City Code (SCC) Section
18.75.040(1) to allow a Solar Energy Facility;

C. The Property is located within a I-1, Light Industrial District, which according to
SCC Section 18.75.040(1), a Solar Energy Facility may be permitted on review;

D. The Staunton Planning Commission conducted a public hearing concerning the
Project, after notice and advertisement as required by law on April 20, 2023;

E. The Staunton Planning Commission considered and recommended approval of the
Owner’s application for the Project at its April 20, 2023 meeting;

F. Upon consideration of the Staunton Planning Commission’s recommendation, the
City staff briefing, comments received at the public hearing, as well as the factors set forth within
Section 18.75.040 and Chapter 18.210 of the SCC, Staunton City Council finds and determines
that granting the proposed Special Use would serve the public necessity, convenience, general
welfare and good zoning practice; and

G. These recitals are an integral part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Staunton,
Virginia that a Special Use Permit is hereby granted to allow the Project to be established on the
Property, subject to the following conditions:
major elements as shown on the Concept Plan: a. Location of solar development envelopes, b. Location of collector station, and c. Retention of wooded vegetation in stream buffers. Land disturbance shall be limited to the areas within the proposed fenced areas as shown on the Concept Plan. The location of the proposed entrance and access to the solar facility shall not be subject to this condition. Site grading will be subject to review and approval by the City during the site planning process. The panels shall be installed generally with the existing topography of the site. Grading of the panel areas shall be limited to the greatest extent practicable. Minor modifications, with the approval of the Zoning Administrator to the Concept Plan that do not otherwise conflict with the elements listed above may be made to ensure compliance with the Zoning Ordinance, and State or Federal laws.

2. Landscaping and screening locations must be substantially the same as shown on the Concept Plan. Additional landscaping and screening may be required during site plan review if required for compliance with federal, state, or local laws, ordinances, or regulations. Planting materials shall be approved by the Zoning Administrator during site plan review.

3. All inverters, solar panels and collector station must be set back at least fifty (50) feet from rights-of-way and from all adjoining properties not zoned industrial.

4. The facility shall utilize only panels that employ anti-glare technology, anti-reflective coatings, and other available mitigation techniques to reduce glint and glare. Prior to the issuance of a building permit, the applicant shall submit to the Zoning Administrator descriptive and schematic information regarding panel technology to ensure the facility is utilizing current anti-glare technology and anti-reflective coatings.

5. The decommissioning and site rehabilitation plan (hereinafter "Decommissioning Plan") prepared by Timmons Group and submitted with the Special Use Permit application, shall be subject to review and approval by the City Attorney and the City Public Works Director and shall be in a form and style so that it may be recorded in the office of the Circuit Court of the City of Staunton.
7. The Decommissioning Plan and estimated costs must be updated every five years, upon change of ownership of either the property or the project's owner, or upon written request from the Zoning Administrator. Any changes or updates to the Decommissioning Plan must be recorded in the office of the Circuit Court of the City of Staunton. The performance bond or letter of credit shall be adjusted to cover any estimated increase in cost.

8. The Zoning Administrator must be notified in writing within 30 days of any change in ownership or the abandonment or discontinuance of the use.

9. All physical improvements, materials, and equipment (including fencing) related to solar energy generation, both above ground and underground, must be removed entirely, and the site must be rehabilitated as described in the Decommissioning Plan, within one year of the abandonment or discontinuance of the use.

10. If the construction of the solar energy facility, for which this special use permit is issued, is not commenced within five (5) years after City Council approval, the permit must be deemed abandoned and the authority granted thereunder shall terminate.

11. Products used to clean panels are limited to water, and biodegradable cleaning products.

12. No above ground wires except for those associated with the panels and attached to the panel support structure and those associated with tying into the existing overhead transmission wires are permitted.

13. Prior to activation of the site, the applicant must provide training to Staunton Fire/Rescue. This training must include documentation of onsite materials and equipment, proper firefighting and lifesaving procedures and material handling procedures.

14. The project areas shall be enclosed by security fencing not less than six feet in height and equipped with an appropriate anticlimbing device. Fencing must be installed on the interior of the vegetative buffer
16. Outdoor lighting for the facility shall be permitted only during maintenance periods; regardless of the lumens emitted, each outdoor luminaire must be fully shielded to the satisfaction of the Zoning Administrator.

17. Ground mounted solar energy generation facilities shall not exceed a height of eighteen (18) feet, which shall be measured from the highest natural grade below each solar panel. This limit shall not apply to the collector station, utility poles and the interconnection to the overhead electric utility grid. The lowest surface of the panel shall be a minimum of eighteen (18) inches above grade.

18. The project area shall be seeded with appropriate pollinator-friendly native plants, shrubs, trees, grasses, and wildflowers. The project must achieve VA Pollinator-Smart Certification as contained in the Virginia Pollinator Smart Solar program.

19. The applicant shall establish a 12-month period during which only Staunton residents may be enrolled in the applicant’s Shared Solar Program.

20. The site plan shall include a maintenance and traffic plan to identify how construction vehicles will stage on the property to avoid impacts to Commerce Road and operations of the State Police and Virginia Department of Transportation facilities.

Stephen W. Claffey, Mayor

Kiley A. Kesecker, Clerk of Council
<table>
<thead>
<tr>
<th>Meeting Date:</th>
<th>May 25, 2023</th>
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| Department:  | City Attorney  
              City Manager |
| Alignment with Staunton Plan (Value/Strategic Area): | Value: Excellence; Environmentally Conscious |
| Subject:     | Public Hearing and Consideration of a Solar Siting Agreement between Staunton PV-UT, LLC and the City of Staunton, Virginia |

**Background:** Virginia Code Section 15.2-2316.7 permits localities in Virginia to enter into solar facility siting agreements with entities wishing to locate a solar facility within the locality’s borders. If the siting agreement is approved, it can include financial compensation to the locality.

Staunton PV-UT, LLC through Flying Rock Property, LLC has applied for a Special Use Permit (SUP) to place a solar facility within the City of Staunton. If the Council approves the SUP, it will consider approving the solar facility siting agreement.
rollback taxes the City will collect if the SUP is approved and the solar facility is constructed.

This item requires a public hearing, which was properly advertised in the News Leader on May 18, 2023.

**Attachments:**

Attachment 1—Notice of Public Hearing
Attachment 2—Proposed Solar Facility Siting Agreement

**City Manager Recommendation:** Hold the public hearing and approve the Solar Facility Siting Agreement, as presented.

**Suggested Motion:** I move that City Council approve the Solar Facility Siting Agreement, as presented.

**City Manager:** Leslie Beauregard
NOTICE OF PUBLIC HEARING
REGARDING CONSIDERATION OF A SITING AGREEMENT BETWEEN THE CITY OF STAUNTON, VIRGINIA AND STAUNTON PV-UT, LLC

A public hearing will be held during the regular meeting of Staunton City Council at 7:00 p.m. on Thursday, May 25, 2023, in the Rita S. Wilson Council Chambers, located on the first floor of City Hall, 116 West Beverley Street, Staunton, Virginia, on whether to consider a siting agreement between the City of Staunton, Virginia and Staunton PV-UT, LLC regarding a solar energy facility proposed for #01 Commerce Road.

The proposed agreement is authorized by, among other considerations, Section 1, of Chapter I of the Charter of the City of Staunton, and by Virginia Code Section § 15.2-2316.8.

A true and complete copy of the proposed agreement is available for inspection during normal working hours at the office of the Clerk of Council and at the office of the City Manager.

All persons wishing to be heard at the public hearing are invited to attend. The public may also participate in the public hearings by Zoom or by phone. Specific instructions to participate by Zoom or by phone can be found at: https://www.ci.staunton.va.us/government/city-council/access-city-council-meetings. Those interested in listening to the meeting may do so via live stream from the City’s website or by listening to the public access television Channel (Comcast Channel 7). Hearing impaired persons desiring to participate in the public hearings should contact the Clerk of Council by email at kelsey.keseker@ci.staunton.va.us, to request an interpreter.

Kiley A. Keseker
Clerk of Council
SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (this “Agreement”), dated as of May ____, 2023 (the “Effective Date”), is by and between the City Of Staunton, Virginia, a political subdivision of the Commonwealth of Virginia (the “City”) and Staunton PV-UT, LLC a Virginia limited liability company (the “Applicant”). The City and Applicant are herein each a “Party” and collectively, the “Parties.”

RECITALS

WHEREAS, the Applicant intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility, commonly known as the Oikos Staunton Utility Solar Project (the “Project”), along with a shared solar facility (as defined by Va. Code Sec. 15.2-2316.6), which is not subject to this Agreement, on a certain parcel of land within the City identified as PID #10413, which was created by a Deed of Consolidation, dated November 9, 2022, recorded with a plat prepared by EGS & Associates, dated September 13, 2022, in the Clerk’s Office of the Staunton Circuit Court as Instrument No. 22000008055 (the “Property”);

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled “Siting of Solar Projects and Energy Storage Projects” (the “Siting Agreement Legislation”), Applicant and the City may enter into a siting agreement (the “Siting Agreement”) for a solar project or energy storage project, as such terms are defined by Virginia Code § 15.2-2316.6;

WHEREAS, pursuant to Virginia Code § 15.2-2316.6, the Project is eligible for a Siting Agreement as it will contain solar facilities and energy storage facilities as described therein;

WHEREAS, on November 22, 2022, the Applicant gave written notice to the City pursuant to Virginia Code § 15.2-2316.7.A of Applicant’s intent to locate the Project in the City and requested a meeting to discuss and negotiate a Siting Agreement;

WHEREAS, after negotiation between the City and the Applicant, the Parties desire to enter into this Agreement so the Applicant can make a voluntary payment to the City above and beyond its tax obligations, as a meaningful way to be a community partner, and to mitigate certain potential impacts of the Project, and to provide financial compensation to the City to address capital needs set out in (a) the City’s capital improvement plan, (b) the City’s current fiscal budget, or (c) the City’s fiscal fund balance policy; and to help the City achieve its goals toward deployment of broadband, all as permitted by Virginia Code § 15.2-2316.7(B).

WHEREAS, pursuant to Virginia Code § 58.1-2636, the City has not adopted an ordinance assessing a revenue share of up to $1,400 per megawatt (MW), as measured in alternating current (AC) generation capacity of the nameplate capacity of a solar facility (the “Solar Revenue Share”).
WHEREAS, the Applicant has agreed to the payment and financial terms contained herein; and

WHEREAS, the City, pursuant to the requirement of Virginia Code § 15.2-2316.8 (B), held a public hearing on May 25, 2023 in accordance with subdivision A of Virginia Code § 15.2-2204 for the purpose of considering this Agreement, at which a majority of a quorum of the members of the Staunton City Council approved this Agreement.

NOW, THEREFORE, pursuant to the Siting Agreement Legislation, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Applicant do hereby agree as follows:

**Article I**

**Project Features, Conditions, and Mitigation**

1. **Project Features.** The Project will be an up to 15.75 MWac solar facility. Generated power will likely be sold to a regional utility. Specific details regarding the Project are contained in the Special Use Permit Application package submitted to the City on January 13, 2023, as such materials were supplemented and amended prior to the City Council taking final action on the Application.

2. **Special Use Permit Conditions.**

   (a) The Parties acknowledge that Applicant is required to obtain a Special Use Permit from the City to construct and operate the Project on the Property. Applicant acknowledges and agrees that the Project is subject to all the terms and conditions contained in any Special Use Permit approved by the City Council for the Project (the “SUP”), which conditions of approval have been agreed upon by the Applicant in advance, and which conditions of approval will govern the development and operation of the Project, and are intended to mitigate any adverse impacts associated with the Project (the “Conditions of the SUP”). A certified Resolution of the City Council approving the SUP is attached hereto as Exhibit A and is hereby incorporated herein.

   (b) The Applicant’s obligations pursuant to this Agreement are expressly conditioned upon the Applicant’s agreement with the Conditions of the SUP, and upon the City’s approval of the SUP with the Conditions of the SUP, or such other conditions that Applicant may agree to. Nothing herein shall guarantee the City’s approval of the SUP.

   (c) In the event that the City approves the SUP with conditions that are not acceptable to the Applicant, in the Applicant’s sole discretion, and the Applicant does not commence
(d) Notwithstanding anything to the contrary in the SUP, this Agreement, or otherwise, neither an actual or asserted breach of this Agreement by the Applicant nor the voiding, termination or invalidation of this Agreement shall be grounds for voiding, terminating or suspending the SUP.

3. **Conformance with Comprehensive Plan.** Upon approval of this Agreement by the City and in accordance with Code of Virginia § 15.2-2316.9, the Solar Facility and all associated transmission facilities shall be deemed to be “substantially in accord” with the City of Staunton Comprehensive Plan.

4. **Financial Security for Decommissioning and Periodic Adjustment.** The Parties agree that Applicant shall provide a form of financial security to cover the costs of decommissioning the Solar Facility. Decommissioning is required as a condition in the SUP. The estimated decommissioning cost will be updated upon the request of the zoning administrator, and upon change of ownership of the Property or the Project owner, but at least, and no more frequently than, once every five years from the Commercial Operation Date (defined in Paragraph 1(b) of Article II).

**Article II**

**Payment Structure**

1. **Siting Agreement Payment.**

   (a) After the Project has commenced Commercial Operation (as defined in Section 1(b) herein), the Applicant shall make payment to the City in the total amount of TWO HUNDRED THOUSAND AND 00/100 DOLLARS ($200,000.00) (the “Payment”), payable on or before the first day of the month following the Commercial Operation Date (as “Commercial Operation Date” is defined in paragraph 1(b) of this Article II);

   (b) For purposes of this Agreement, the term (i) “Commercial Operation” means the Project has commenced the delivery of electricity generated from the Project to a third party pursuant to an executed interconnection agreement or power purchase agreement (excluding any electricity generated during any pre-delivery testing or start-up testing), and (ii) “Commercial Operation Date” means the date on which Commercial Operation has occurred.

   (c) The Payment is separate and distinct from the amounts owed to the City under applicable law, such as machinery and tools taxes on the Project’s equipment pursuant to Article 2, Chapters 35 and 36 of Title 58.1 of the Code of Virginia and applicable City ordinances (“M&T Taxes”), and all real estate taxes on the Property owed pursuant to Chapters 32 of Title 58.1 of the Code of Virginia and applicable City ordinances.
(b) The City acknowledges that the Payment is authorized by statute.

(c) The Parties acknowledge that the funding provided pursuant to this Agreement is beneficial in that it will result in mutually acceptable, predictable, and reasonable payment to the City.

(d) Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with development of the Project with clear SUP Conditions, clear project design terms which proscribe design requirements to mitigate any potential impacts on the surrounding properties and the Staunton City community. Additionally, Applicant acknowledges that this Agreement provides for a clear schedule of future payment to the City in an amount fair to both Parties.

3. Use of Payment by the City. The City may use the Payment for any of the following purposes, each as expressly permitted by Virginia Code § 15.2-2316.7: (a) to fund the capital improvement plan of the City; (b) to meet needs of the current fiscal budget of the City; (c) to supplement or establish any fund for which the City maintains a balance policy; and (d) to support broadband funding.

Article III

Effect of Siting Agreement

1. In accordance with Code of Virginia § 15.2-2316.9(B), and as acknowledged and agreed to by the parties, the terms of this Agreement shall control over any City ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Agreement, including any ordinances, regulations, policies, and/or guidelines which are inconsistent with the design, construction, operation and/or maintenance of the Solar Facility as indicated on the Plan (or elsewhere in the SUP application), which Plan and/or application will control.

2. In accordance with Code of Virginia § 15.2-2316.8(A)(3), and acknowledged and agreed to by the parties, this Agreement shall be binding upon the City and enforceable against the governing body and future governing bodies of the City in any court of competent jurisdiction.

3. This Agreement is expressly conditioned upon the City's approval of a SUP authorizing the use of the Property as a utility-scale solar facility, subject to the conditions associated with the SUP. Should the City fail to approve a SUP on terms acceptable to Developer, and/or the Developer elects not to proceed with the construction of the Solar Facility prior to the Payment, then this Agreement shall be null and void and of no effect, at Developer's election.

4. The Parties acknowledge and agree that the Applicant has no obligation to develop the Project. Payment hereunder is expressly contingent on the commencement of Commercial
of the Project shall constitute, or be deemed to be, a default or breach of Applicant under this Agreement. If Applicant decides to no longer develop the Project, the Applicant may provide written notice to the City terminating this Agreement, whereupon its obligations hereunder shall terminate.

**Article IV**

**Miscellaneous Terms**

1. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue until the earlier of (i) the Applicant’s commencement of decommissioning of all or a material portion of the Project; or (ii) the thirty-fifth (35th) calendar year of the Commercial Operation Date (the “Termination Date”). The Applicant shall have no obligation to make payments after the Termination Date. The termination of this Agreement shall not limit the Applicant’s legal obligation to pay local taxes in accordance with applicable law at such time and for such period as the Project remains in operation.

2. **Mutual Covenants.** The Applicant covenants to the City that it will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the City covenants to the Applicant that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

3. **Successors and Assigns.** This Agreement will be binding upon the successors and assigns of the Applicant, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project or the ownership of the Applicant, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Applicant may assign, without the City’s consent, this Agreement or any right or obligation hereunder. Upon such assumption, the sale, transfer, lease or assignment shall relieve the Applicant of all obligations and liabilities under this Agreement accruing from and after the date of sale or transfer, and the purchaser or transferee shall automatically become responsible under this Agreement. The Applicant shall execute such documentation as reasonably requested by the City to memorialize the assignment and assumption by the purchaser or transferee.

4. **Memorandum of Agreement.** At the request of either party, a memorandum of this Agreement, in a form acceptable to the City Attorney, may be recorded in the land records of the Clerk’s Office of the Circuit Court of the City of Staunton, Virginia. Such recordation shall be at the Applicant’s sole cost and expense. If the Applicant chooses, in its sole discretion, to not develop the Project, the City shall execute a release of the memorandum filed in the aforementioned Clerk’s Office.
6. **Governing Law; Jurisdiction; Venue.** This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to any of its principles of conflicts of laws or other laws which would result in the application of the laws of another jurisdiction. The parties hereto (A) agree that any suit, action or other legal proceeding, as between the parties hereto, arising out of or relating to this agreement shall be brought and tried only in the circuit court of the city of Staunton, Virginia, (B) consent to the jurisdiction of such court in any such suit, action or proceeding, and (C) waive any objection which any of them may have to the laying of venue in any such suit, action, or proceeding.
7. **Confidentiality.** This Agreement, once placed on the docket for consideration by the Staunton City Council, is a public document, subject to production under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq. The City understands and acknowledges (i) the Applicant, its affiliates and their respective employees, contractors, consultants, agents and representatives may furnish confidential or proprietary information and data to the City pertaining to its or their business, operations, or development plans (including the Project or other projects), including, but not limited to, technical, financial, business or other information (collectively, “Confidential Information”), and (ii) that disclosure of any such Confidential Information could result in substantial harm to them and could thereby have a significant detrimental impact on their business and operations. The City acknowledges that during the development of this Agreement, certain Confidential Information may be shared by the Applicant with the City. The Applicant agrees that any Confidential Information it submits to the City shall be clearly labeled as “Confidential Information,” and shall refer to the statute under which the Applicant is claiming that such information is exempt from disclosure. The City agrees that, except as required by law and pursuant to the City’s police powers, neither the City nor any employee, agent or contractor of the City will knowingly or intentionally disclose or otherwise divulge any Confidential Information to any person, firm, governmental body or agency, or any other entity unless the request for Confidential Information is properly made under and pursuant to applicable law. Upon receipt of such request, but before transmitting any documents or information which may contain any Confidential Information, the City shall contact Applicant to review the request for information and associated documents to determine if any Confidential Information is at risk of disclosure. If Confidential Information exists, Applicant may intervene on behalf of the City and defend against disclosure of the Confidential Information. The City agrees to cooperate in this defense and to the extent allowed by law, work to protect the Confidential Information of the Applicant.

9. **Severability; Invalidity Clause.** Any provision of this Agreement that conflicts with applicable law or is held to be void or unenforceable shall be ineffective to the extent of such conflict, voidness, or unenforceability without invalidating the remaining provisions hereof, which remaining provisions shall be enforceable to the fullest extent permitted under applicable law. If, for any reason, including a change in applicable law, it is ever determined by any court or governmental authority of competent jurisdiction that this Agreement is invalid then the Parties shall, subject to any necessary City meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

10. **Entire Agreement.** This Agreement and any schedules or exhibits attached hereto constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof. No provision of this Agreement can be modified, altered or amended except in a writing executed by all Parties
12. **Force Majeure.** Any delay or failure of performance by either party hereunder shall not constitute a breach or give rise to any claim if and to the extent such delay or failure is caused by an act, event, or condition beyond the Party’s reasonable control, and in the event of such act, event, or condition, the time to perform any obligation hereunder, including payment obligations, will be extended on a day-for-day basis for the period of the delay or resulting actions caused by such act, event, or condition.

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

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

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

STAUNTON PV-UT, LLC

By: ____________________________
Name: __________________________
Title: __________________________

CITY OF STAUNTON, VIRGINIA

By: ______________________________
Name: Leslie Beauregard
Title: City Manager

[Note: Virginia Code Section 15.2-2316.8(B) states that a siting agreement shall be signed by the “chief executive officer of the host locality.”]

Approved as to form:

By: ____________________________
    John C. Blair, II, City Attorney
EXHIBIT A

CERTIFIED RESOLUTION APPROVING SPECIAL USE PERMIT
INCLUDING LIST OF CONDITIONS OF APPROVAL