



A Group Company of  MITSUBISHI POWER

Decommissioning Plan Redbud Run Solar Project Frederick County, Virginia

Redbud Run Solar LLC
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1. INTRODUCTION

This Decommissioning Plan ("Plan") has been prepared for the Redbud Run Solar Project ("Project") located in Frederick County, Virginia ("County"), and shall be binding on each successor and assignee ("Facility Owner"). The purpose of the Plan is to describe the decommissioning process for the Project. Pursuant to this Plan, a Decommissioning Cost Estimate will be provided for County review prior to the Site Plan approval and updated every five (5) years during the Project Life.

The proposed Project is located on approximately 263 acres, with approximately 150 acres proposed within the fence line. The Project will interconnect to the Rappahannock Electric Cooperative 34.5kV line, located approximately 0.5-mile north of the site. The Project is expected to operate for a minimum of 30 years based on the anticipated useful life of the facility equipment and warranties thereof.

2. DECOMMISSIONING PROCESS

The expected life of the Project is the period during which the facility can produce electrical energy ("Project Life"). The Project has been designed for a lifespan of 30 years or greater. At the end of the Project Life, or earlier in the event of abandonment of all or a portion of the Project, the Facility Owner shall decommission the Project, or a portion thereof.

Most components of the Project are composed of valuable recyclable materials, including glass semiconductor material, steel, aluminum, and wiring, and will therefore be salvageable, recyclable, reusable, or resaleable. At the conclusion of the Project Life, these components are typically removed, disassembled (if applicable), packaged and shipped for re-sale or to a salvage/recycling facility or other processing facility where possible, or to a landfill for disposal.

SEQUENCE OF ACTIVITIES

The following sequence of activities is anticipated for decommissioning:

1. Access roads are repaired/reinforced as necessary to support heavy equipment traffic.
2. Sediment control systems are installed according to best management practices ("BMPs") to control erosion and protect neighboring properties and sensitive resources.
3. The facility is disconnected from the utility power grid and solar arrays are de-energized.
4. Solar modules are disconnected, collected, and either shipped to another project, salvaged, or submitted to a collection and recycling program.
5. Electrical interconnection, wiring, and distribution cables are removed and recycled off-site by an approved recycler. Inert materials below a depth of 36 inches may be abandoned in place if removal would result in greater disturbance.
6. Array steel piles and racking are removed and recycled off-site by an approved metals recycler. Inert materials below a depth of 36 inches may be abandoned in place if removal would result in greater disturbance.
7. Electrical and electronic devices, including transformers and inverters are removed and recycled off-site by an approved recycler.



8. Concrete pads (if used for the transformers and inverter blocks) are removed and recycled and/or repurposed.
9. Fencing is removed and recycled off-site by an approved recycler.
10. Project access and internal roads can either remain onsite should the landowner choose to retain them, or be removed and the gravel repurposed either on- or off-site.
11. Unless agreed otherwise by the landowner, the Project site is restored to pre-construction conditions, to the extent feasible, by de-compacting subsoils (if required) and revegetating disturbed land. Restoration will be completed in consultation with the landowner(s) in accordance with applicable land use regulations in effect at the time of Decommissioning.

The Project is not expected to generate hazardous materials. In the unlikely event that hazardous materials, as defined by federal, state and/or local laws, are encountered, the Facility Owner shall dispose of such materials in accordance with applicable federal, state and local laws and regulations.

TIMING FOR DECOMMISSIONING

Decommissioning will commence upon the earlier of: (i) Completion of the Project Life; or (ii) Abandonment of the Project or any portion thereof.

If the Project or any portion thereof has ceased operations and is not maintained for a continuous period of longer than one (1) year and decommissioning is required before the end of the Project Life, the County may provide written notice of suspected abandonment to the Facility Owner. Upon receipt, the Facility Owner shall have a sixty (60) day period in which to refute the claim, remedy any problem, commence Decommissioning, or show why more than sixty (60) days is reasonably necessary to remedy the problem. If at the end of the sixty (60) day period the parties are unable to resolve amicably any dispute arising out of or in connection with this Decommissioning Plan, then such dispute shall be resolved by an action filed in the Circuit Court of Frederick County, Virginia.

PARTIAL DECOMMISSIONING

If Decommissioning is triggered for a portion, but not the entire Project, prior to the end of the Project Life, the Facility Owner shall commence and complete Decommissioning, in accordance with the Decommissioning Plan, for the applicable portion of the Project. If a portion of the Project is Decommissioned, the remaining portion of the Project would continue to be subject to this Decommissioning Plan.

COMPLETION OF DECOMMISSIONING

Decommissioning will be complete when the County Construction Official or County Engineer, or another party appointed by the County, determines that Decommissioning has been completed in accordance with this Decommissioning Plan by issuance of a letter to the Facility Owner.

3. DECOMMISSIONING COST ESTIMATE

The Facility Owner shall provide an estimate of the cost to decommission the Project (the "Decommissioning Cost Estimate") prepared by a Virginia Licensed Engineer prior to Site Plan approval. The Decommissioning Cost Estimate will account for the gross estimated cost to perform



decommissioning and account for administrative and inflation factors as well as the estimated resale and salvage values associated with the Project equipment. A 10% reduction will be applied to the resale and salvage value.

During the Project Life, the Facility Owner will provide an updated Decommissioning Cost Estimate to the County on every 5th year anniversary of the date when the Project first began to continuously deliver electric energy to the electric grid for commercial sales (the "Commercial Operation Date"). The updated Decommissioning Cost Estimate will account for inflation, cost and value changes, and advances in decommissioning technologies and approaches.

4. FINANCIAL SECURITY

Financial security shall be in an amount equal to the Decommissioning Cost Estimate (the "Decommissioning Security"). The Decommissioning Security may be provided in the form of certified funds, cash escrow, bond, letter of credit, or parent guarantee, and will be provided within ninety (90) days of achieving Commercial Operation Date.

The Facility Owner shall adjust the amount of the Decommissioning Security to match the updated Decommissioning Cost Estimate after each update during the Project Life. The Facility Owner will only be required to provide one instrument or obligation equal to the Decommissioning Security to satisfy its obligations to both the County and the landowner.

If the Facility is owned by a public utility company or an independent power producer with an investment grade credit rating with Moody's or Standard and Poor's (a "Qualified Company"), no financial security will be required. This does not negate the Facility Owner's financial security obligations to the landowner as established in the Lease Agreement.

DEFAULT BY THE FACILITY OWNER

If the Facility Owner is in default of its obligation to commence or complete Decommissioning, and such default remains uncured for more than sixty (60) days, each landowner shall have the right to commence Decommissioning activities within the area it owns.

Nothing herein shall limit other rights or remedies that may be available to the County to enforce the obligations of the Facility Owner, including the County's zoning powers.

SOLAR FACILITY SITING AGREEMENT

This Solar Facility Siting Agreement (“Agreement”), dated as of __ (MONTH) __ (DATE) __, 20__ (the “Effective Date”), is by and between **Frederick County, Virginia**, a political subdivision of the Commonwealth of Virginia (the “County”) and **Redbud Run Solar LLC** a Delaware limited liability company (“Applicant”). The County 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 (“Project”) on certain parcel(s) of land identified as Frederick County Tax Map Parcels 55 A 137, 55 A 136, 55 A 1 19, 55 A 1 21, 55 A 135, 55 A 134, 44 A 297, 44 A 295, and 44 A 294A (collectively, 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” Applicant and the County may enter into a siting agreement (“Siting Agreement”) for solar facilities in those census tracts which meet the eligibility requirements for designation as a qualified opportunity zone by the U.S. Secretary of the Treasury via his delegation to the Internal Revenue Service;

WHEREAS, the Project is located in census tract numbers 511.04 and 501 within Frederick County and eligible for a designation as an opportunity zone;

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

WHEREAS, after negotiation between the County and the Applicant, the Parties desire to enter into this Agreement to mitigate certain potential impacts of the Project.

WHEREAS, pursuant to Virginia Code § 58.1-2636, the County has not adopted an ordinance assessing a revenue share of up to \$1,400.00 per megawatt, as measured in alternating current (AC) generation capacity of the nameplate capacity of the Solar Facility (“Solar Revenue Share”), but may choose to do so at a later date;

WHEREAS, Pursuant to Virginia Code § 58.1-3660, if the County adopts the Solar Revenue Share, the solar photovoltaic (electric energy) systems associated with the Project, which are considered “certified pollution control equipment;” will be exempt from all state and local taxation pursuant to Article X, Section 6 (d) of the Constitution of Virginia (the “Tax Exemption”);

WHEREAS, until such time as the County adopts a Solar Revenue Ordinance, such certified pollution control equipment will be subject to local machinery and tools taxation as provided by state law and local ordinances, including § 58.1-3660 (C) and (D), commonly known as the Machinery and Tools Tax Stepdown (“M&T Stepdown”);

WHEREAS, the Applicant has agreed to the payments and financial terms contained herein;

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

NOW, THEREFORE, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia, intending to be legally bound hereby and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and Applicant do hereby agree as follows:

Article I

Project Features, Conditions and Mitigation

1. CUP Conditions. The Applicant acknowledges and agrees that it is subject to all the terms and conditions contained in any conditional use permit (“CUP”) approved by the Board of Supervisors for the Project. The CUP approved by the Board on __ (MONTH) __ (DATE) __, 20__ is attached hereto as **Exhibit A** and is hereby incorporated herein. Violation by the Applicant or by any of Applicant’s agents, assigns, or successors in interest of any terms and conditions of the CUP or of any other applicable zoning requirements shall constitute a violation of this Agreement.

2. Annual Valuation of Real Property. As a condition precedent to County approval of this Agreement, Applicant agrees to provide County with current copies of a summary of the annual lease payment amounts for each parcel being leased for the Project. Applicant may redact any other information deemed confidential tax information or proprietary/trade secrets. Thereafter, should the payment terms be amended in any such lease agreements, the Applicant shall forthwith provide such information to the County. Applicant further agrees to include as a condition in any agreements transferring ownership of the Project entered into by Applicant a requirement that any successor in interest shall provide such information to the County.

3. Annual Valuation of Taxable Equipment; Updates. Prior to the Commercial Operation Date, Applicant agrees to provide County with a detailed list of capital equipment related to the Project, including but not limited to solar photovoltaic equipment proposed to be installed, whether or not it has yet been certified as pollution control equipment by the State Corporation Commission or Virginia Department of Environmental Quality, and lists of all other taxable tangible property related to the Project. Thereafter, on an annual basis, Applicant shall provide County with any updates to this information, including but not limited to all new or replacement solar panels and all other equipment located on the Property. Applicant agrees to provide the County all information it may in the future provide to the Virginia State Corporation Commission for the Commission’s use in valuing such property for taxation purposes.

4. Decommissioning and Periodic adjustment of Surety Bond. The Parties agree that a surety bond to cover the costs of decommissioning Applicant's facilities is required as a condition in the CUP. Further, the Applicant recognizes the protection this provides for the County taxpayers and does not desire to shift that expense to them should the Applicant or its successors or the landowner not be able to comply with the decommissioning requirements; and County recognizes that the surety bond is an expense to be incurred by the Applicant encumbering funds that could otherwise go directly towards investing in the Project or other potential projects. In recognition of these factors, the Parties desire for the bond and the costs for such to accurately reflect the associated decommissioning costs being insured. Therefore, the Applicant, or its successor, agrees to update the gross estimated costs of decommissioning every five years. The bond or surety amount shall be adjusted accordingly to ensure it accurately reflects the costs associated with decommissioning.

5. Right of Entry for Enforcement and Decommissioning.

- a. **Enforcement.** Applicant and the County acknowledge and agree that the County, its personnel and duly authorized agents shall have the express right of entry, subject to any of Applicant's safety and facility policies, upon the Project parcels for the purposes of inspecting solar panels and all appurtenant facilities. The County shall provide twenty-four (24) hour notice to the Applicant prior to making such entry for any inspection or enforcement purposes. No prior notice shall be required to enter the Project in the event of an emergency that constitutes an immediate danger to life or property.
- b. **Decommissioning.** If the Applicant fails to decommission the Project at the end of the Project and usage thereof and subject to opportunity to cure, the County shall have unrestricted access the Project to effect any and all tasks, as necessary, to decommission solar panels and all appurtenant facilities and restore the parcels to substantially the same condition that existed prior to construction of the solar facilities, or as otherwise agreed with landowner, and as provided by Va. Code § 15.2-2241.2, as it may be amended through the Termination Date as defined in this Agreement. Such access rights shall remain in effect through decommissioning regardless of whether Va. Code § 15.2-2241.2 is repealed or otherwise limited in scope from the access rights it provides the County as of the date of execution of this Agreement.

Article II

Payment Structure

1. Capital Payments.

- a. Within thirty (30) after the Commercial Operation Date (as hereinafter defined), the Applicant shall make a one-time payment to the County in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the "Payment"). For the purposes of this Siting Agreement, the Commercial Operation Date will be the earlier of: i) ninety (90) days

following the first delivery of energy to the transmission system (as communicated by Applicant and verified by the transmission system owner within ten (10) days following the first delivery of energy) or ii) the Commercial Operation Date as established in the Applicant's PJM Interconnection Services Agreement.

- b. The Payment is separate and distinct from the amounts owed pursuant to any machinery and tools taxes on equipment pursuant to Article 2, Chapters 35 of Title 58.1 of the Code of Virginia and applicable County Ordinances, and all real estate taxes owed pursuant to Title 58.1, Subtitle III, Chapter 32 of the Code of Virginia.

2. Statutory Structure of Payments; Statement of Benefit. The Applicant agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.6 et seq., the Payments are authorized by statute and that it acknowledges, it is bound by law to make the Payments in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. As of the date of this Agreement, the County has not adopted a Solar Revenue Share Ordinance as provided under Virginia Code § 58.1-2636, and the Payments under this agreement are not conditioned upon the County adopting such ordinance. Should the County at a later date adopt a Solar Revenue Share Ordinance, the County acknowledges that payments under this Agreement shall be suspended until the County and the Applicant should mutually agree to modify and/or terminate this Agreement. Applicant acknowledges that this Agreement is beneficial to Applicant in allowing it to proceed with the installation of the Project with clear project design terms, which provide for mitigation of effects on the surrounding properties and the Frederick County community. Additionally, Applicant acknowledges that this Agreement provides for a clear and predictable stream of future payments to the County in values fair to both Parties.

3. Use of Payments by the County. The County plans to apply The Payments to critical infrastructure projects to improve citizen quality of life, including but not limited to expanding educational opportunities, health care (telehealth) and economic development through significant investments in broadband deployment throughout the County. Notwithstanding the above, the Payments may be used for any of the following purposes: (a) to fund the capital improvement program (CIP) of the County (b) to meet needs of the current fiscal budget of the County, (c) supplement or establish any fund for which the County maintains a balance policy; (d) support broadband funding, all as permitted § 15.2-2316.7.

Article III

Miscellaneous Terms

1. Term; Termination. This Agreement shall commence on the Effective Date and shall continue until the **Termination Date**. **The Applicant shall have no obligation to make Payments after the Termination Date.** The Payment due for the year in which the Project or material part thereof is decommissioned shall be prorated as of 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 County that it will pay the County the amounts due hereunder when due in accordance with the terms of this Agreement, and will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Applicant is not in breach of this Agreement during its term, the County 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. No Obligation to Develop. The Applicant has no obligation to develop the Project and this Agreement, except as otherwise provided, does not require any Payments until after the Commercial Operation Date. Any test energy or other energy produced prior to the Commercial Operation Date shall not trigger payment under this paragraph. It is understood that development of the Project by Applicant is contingent upon a number of factors including, but not limited to, regulatory approvals, availability and cost of equipment and financing, and demand for renewable energy and renewable energy credits. No election by the Applicant to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default of Applicant under this Agreement.

4. Successors and Assigns. This Agreement will be binding upon the successors and assigns of the Applicant. If Applicant sells, transfers, leases or assigns all or substantially all of its interest in the Project, Applicant will require this Agreement to be assumed by and be binding on the purchaser, transferee or assignee. 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 County to memorialize the assignment and assumption by the purchaser or transferee.

5. Memorandum of Agreement. This Agreement or memorandum of this Agreement, in a form acceptable to the County Attorney, shall be recorded in the land records of the Clerk's Office of the Circuit Court of the County of Frederick, Virginia. Such recordation shall be at the Applicant's sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Applicant chooses to not develop the Project, in its sole discretion, the County shall execute a release of the memorandum filed in the aforementioned Clerk's Office.

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

Frederick County, Virginia
107 North Kent Street
Winchester, Virginia 22601
Attn: County Attorney's Office

Redbud Run Solar LLC
c/o William Miller

106 Isabella Street, Suite 400
Pittsburgh, Pennsylvania 15212

The County and Applicant, by notice given hereunder, may designate any further or different persons or addresses to which subsequent notices shall be sent.

7. 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 applicable 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 Frederick County, Virginia, (b) consent to the jurisdiction of such court in any such suit, action or proceeding, and (c) waive any objection which any of them may have to the laying of venue or any such suit, action, or proceeding in such court and any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. The Parties hereto agree that a final judgment in any such suit, action, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. N/A

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 County 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, and if the fundamental purpose and terms of this Agreement are no longer effective as mutually agreed between the Parties, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and Project will thereafter be assessed and taxed as though this Agreement did not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

10. Entire Agreement. This Agreement and any schedules or exhibits 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 hereto.

11. Force Majeure.

A. "Force Majeure Event" means the occurrence of:

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

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

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

(iv) tempest, earthquake, or any other natural disaster of overwhelming proportions; disruption of operations resulting from any plane crashing into the solar facility to the extent that all or a substantial portion thereof it unable to generate electricity sufficient to meet Applicant's payment obligations hereunder;

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

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

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

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

D. Applicant will, and will ensure that its Subcontractors will, at all times take all reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- (i) prevent Force Majeure Events affecting the performance of Applicant's obligations under this Agreement;
- (ii) mitigate the effect of any Force Majeure Event; and
- (iii) comply with its obligations under this Agreement.

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

F. Should paragraph (A) apply as a result of a single Force Majeure Event for a continuous period of more than 180 days then the parties must endeavor to agree any modifications to this Agreement (including without limitation, determination of new revenue sharing payments) that are equitable having regard to the nature of the ability of Applicant to continue to meet its financial obligations to the County.

G. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

12. 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.

13. Comprehensive Plan. Pursuant to Virginia Code Ann. § 15.2-2316.9, by entering into this Agreement, the County acknowledges that by operation of law, the Project is deemed to be substantially in accord with the Frederick County Comprehensive Plan under Virginia Code Ann. § 15.2-2232. In support thereof, Applicant shall apply the design measures described in the Conditional Use Permit application within the portion of the Project crossed by the potential Route 37 East Bypass.

14. Construction. This Agreement was drafted with the input by the County and Applicant and no presumption will exist against any Party.

15. Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which 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.

REDBUD RUN SOLAR LLC

By: _____

Name:

Title:

FREDERICK COUNTY, VIRGINIA

By: _____

Name:

Title: Chairman, Board of Supervisors

Approved as to form:

By: _____
County Attorney

EXHIBIT A
CONDITIONAL USE PERMIT

SCHEDULE A

ADDITIONAL VOLUNTARY PAYMENT SCHEDULE

Applicant agrees to make the following additional Capital Payments, above and beyond its tax obligations:

- \$10,000 lump sum payment at the commencement of construction
- \$500 per Megawatt AC per year, starting from the Commercial Operation Date, with an annual escalator of 1.5%

SCHEDULE B
CONDITIONAL USE PERMIT

January 31, 2022

ORIDN 21002

Oriden Power
106 Isabella Street, Suite 400
Pittsburgh, PA 15212

Attention: Ali Trunzo, Development Manager

**RE: Glare Assessment Report
Redbud Run Photovoltaic Solar Array
Frederick County, Virginia**

Dear Ms. Trunzo,

Pennoni is pleased to submit the enclosed Glare Assessment Report prepared for the Redbud Run Photovoltaic Solar Array in Frederick County, Virginia to assess the potential for glare impacts to motorists northbound on Woods Mill Road and east and west bound on Pine Road. The results of our study are summarized as follows:

Project Background

The Redbud Run Solar project (the Project) is a proposed small utility-scale solar energy facility with a project nameplate of up to 30 MWac. The Project is located on a tract of land containing approximately 263 acres of pasture and timberland adjacent to Woods Mill Road (VA Route 660) and Pine Road (VA Route 661), of which approximately 150 acres will be developed with solar panels and related facilities enclosed by security fencing.

Pennoni performed a Glare Assessment Report utilizing ForgeSolar's Solar Glare Hazard Analysis Tool (SGHAT) at the request of the Virginia Department of Transportation. This document assesses the results of the SGHAT modeling along with the Project setting and proposed mitigation measures (e.g., vegetation screening) to confirm that potential glare will not affect motorists on public roads adjacent to the Project.

Project Setting and Proposed Screening

The proposed Project contains favorable topography with existing vegetation that provides natural concealment while minimizing the nature and extent of viewshed impacts. These attributes were key contributors in assessing initial site feasibility. The Project is situated within a tract that is largely bordered by well-established trees. Solar arrays will adhere to the setbacks as specified in the Frederick County ordinances, with solar arrays no less than 60 feet from road rights-of-way. Setbacks have been increased voluntarily to 100 feet where possible in response to community feedback and to preserve mature trees along the site boundaries. Additionally, streams and riparian corridors within the site include substantial areas of mature woodlands, the preservation of which will screen significant portions of the solar arrays from surrounding viewsheds. There are no locations or instances due to the road alignment and southern facing solar panels where a motorist will be directly driving north or facing the primary orientation of the solar array.

Where existing vegetation does not exist or is otherwise insufficient, supplemental landscaping will be planted. Such landscaping will consist of a double row of evergreen plantings six (6)-feet in height at time of

installation, with the row closest to the road interspersed with deciduous plantings to create a more natural and aesthetically appealing visual screen. Coupled with the site's favorable topography, the combination of tree preservation and new landscape plantings will mitigate potential visual impacts at adjacent roads. Pennoni understands that the proposed landscape screening will be included in the Project's Concept Plan submitted to Frederick County as part of the Conditional Use Permit application.

Modeling Analysis

The SGHAT modeling software utilized was developed in conjunction with Sandia Laboratories and is the most widely accepted glare modeling tool on the market. Additional documentation and more detailed descriptions about the fundamental workings of the SGHAT software can be found at ForgeSolar.com. SGHAT modeling is subject to various assumptions and limitations as identified within the Assumptions section of the report. For example, the model does not account for physical obstructions including buildings, tree cover and other geographic obstructions, does not rigorously simulate detailed system geometry and assumes clear, sunny skies year-round.

Any prominent features (vegetation, terrain, structures, screening etc.) blocking the view of the PV array from the observer will also block potential glare from the PV array to the observer. In addition, shade across the array from local site features, for example, a high tree line along the eastern or western perimeter of the site may cast extensive shadows during the early morning and late afternoon sun-hours (when the sun angle is lowest in the sky). The timing of this phenomenon happens to correspond significantly with the time periods in the model that are predicted to have the highest potential for glare impacts.

The model ignores any row spaces or gaps in the actual array and treats the entire PV area as if it has the potential to produce glare. The design of the array will further limit glare due to the inter-row spacing configuration and the ability of one row to block the view of the row behind it from an observer.

Conclusion

Pennoni evaluated the results of the SGHAT modeling in the context of the model limitations and the Project setting. Based on our review and analysis, Pennoni is of the professional opinion that the terrain characteristics and existing mature vegetation combined with new landscape plantings can provide a sufficient visual barrier between the solar arrays and the observation paths (Woods Mill Road and Pine Road) to prevent potential glare impacts to motorists on public roads adjacent to the Project.

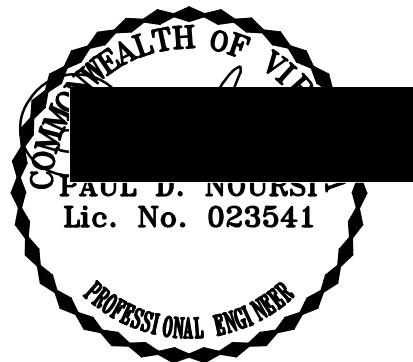
Should you require additional information please contact me at 703-840-4812.

Sincerely,

PENNONI ASSOCIATES [REDACTED]



[REDACTED] Noursi, PE
Senior Engineer



Enclosures



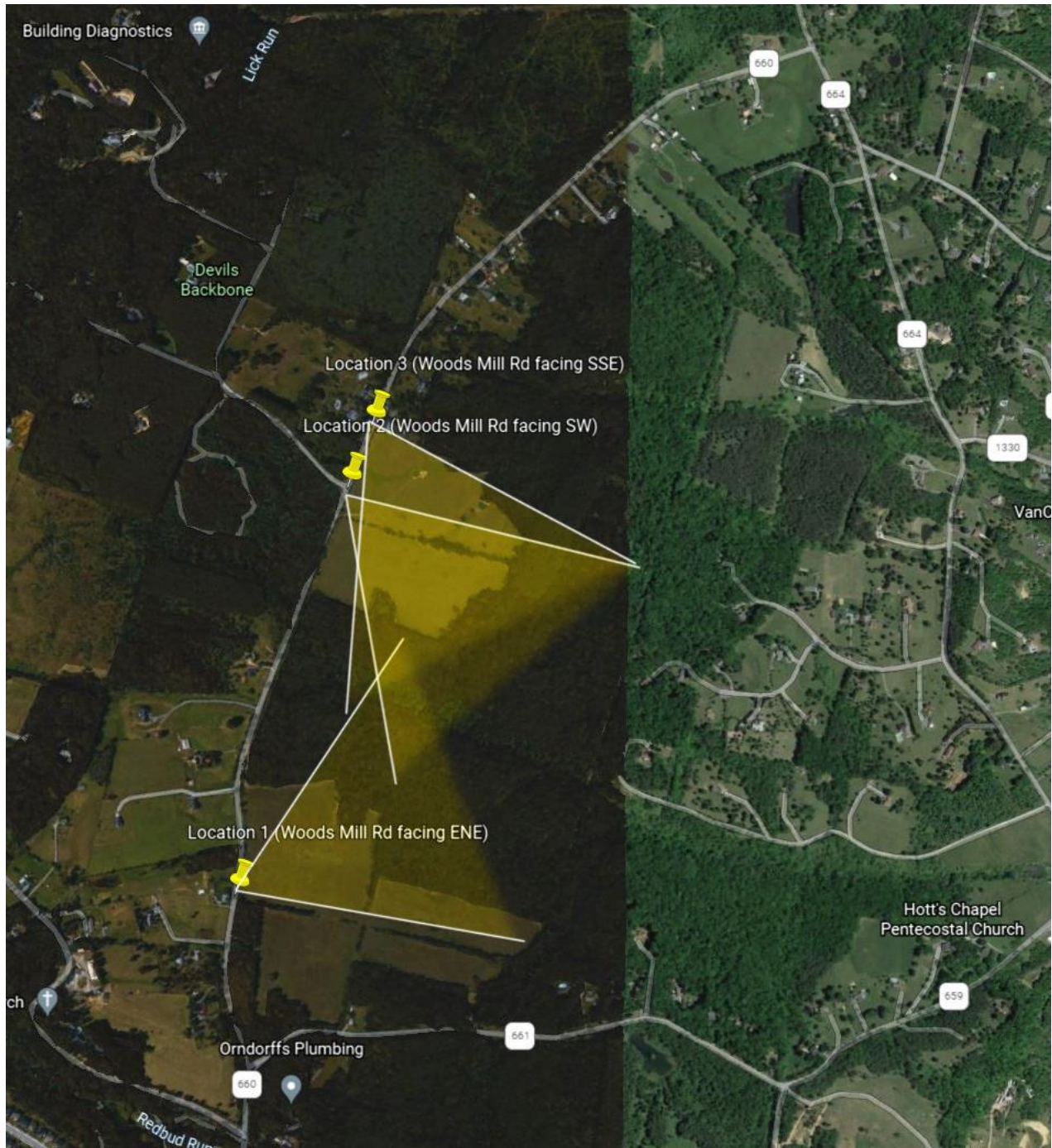
Attachment 6

Visualizations

Redbud Run Solar

Visualizations

Woods Mill Road, Frederick County, Virginia



Redbud Run Solar
Woods Mill Road – Location 1



Redbud Run Solar
Woods Mill Road – Location 1



Redbud Run Solar
Woods Mill Road – Location 2



Redbud Run Solar
Woods Mill Road – Location 2



Redbud Run Solar
Woods Mill Road – Location 3



Redbud Run Solar
Woods Mill Road – Location 3



From: [Timothy Rhodes](#)
To: [Tyler Klein](#)
Cc: [John Bishop](#); [Chris Mohn](#); rhonda.funkhouser@vdot.virginia.gov; bradley.riggelman@vdot.virginia.gov
Subject: "[External]"RE: Redbud Run Solar Project CUP: Glare Study
Date: Wednesday, February 16, 2022 2:38:05 PM
Attachments: [image001.png](#)

Tyler,

We have completed our review of the Redbud Solar Glare Study. Based on the information provided by Pennoni, it is understood there will be no negative glare impacts to the users of the roadways. We are satisfied with the findings of this report and have no objections to the study. The only outstanding item to address is the previous comment which follows:

- The CUP and supplement identifies multiple entrance locations to serve the facility. Some for construction and some to be permanent. The supplement provided details on the sight distance for the proposed locations. You have identified an existing private entrance as "Alternative 1." The sight distance profile and your supplement clearly show this entrance not meeting minimum sight distance requirements for safe access. In accordance with VDOT Access Management Regulations (24VAC30-73) VDOT will not permit a commercial entrance without meeting minimum sight distance requirements. This entrance needs to be removed from the proposal. There are other locations proposed that meet minimum sight distance requirements and provide safe ingress/ egress for those coming to the facility as well as the motorist traveling on the roadway.

Please let me know if you have additional questions or concerns.

Thanks,

Timothy Rhodes
VDOT~Land Development Engineer
Clarke, Frederick, Shenandoah & Warren Counties
14031 Old Valley Pike
Edinburg, VA. 22824
(540)-534-3206

From: Chris Mohn <cmohn@greenwayeng.com>
Sent: Monday, January 31, 2022 12:54 PM
To: Tim Rhodes <timothy.rhodes@vdot.virginia.gov>; Tyler Klein (tklein@fcva.us) <tklein@fcva.us>
Cc: John Bishop <jbishop@fcva.us>
Subject: Redbud Run Solar Project CUP: Glare Study
Importance: High

Tim and Tyler,

Attached for your review please find the glare study and corresponding summary letter for the Redbud Run Solar Project CUP application.

REQUEST FOR CONDITIONAL USE PERMIT COMMENTS



Frederick County Fire Marshal

Mail to:

Frederick County Fire Marshal
1080 Coverstone Drive
Winchester, Virginia 22602
(540) 665-6350

Hand deliver to:

Frederick County Fire & Rescue Dept.
Attn: Fire Marshal
Public Safety Building
1080 Coverstone Drive
Winchester, Virginia

Applicant: It is your responsibility to complete this form as accurately as possible in order to assist the agency with their review. Also, please attach two (2) copies of your application form, location map and all other pertinent information.

Applicant's Name: Greenway Engineering, Inc. Telephone: (540) 662-4185

Email Address: cmohn@greenwayeng.com

Name of development and/or description of the request:

Redbud Run Solar Project (30 MWac Utility-Scale Solar Power Generating Facility)

Location of Property:

The property is located east of Woods Mill Road (VA Route 660) and north of Pine Road (VA Route 661), approximately 0.5-mile north of Berryville Pike (VA Route 7).

Fire Marshal's Comments:

SEE Attached

Fire Marshal's Signature & Date:

[Signature]

11-10-21

Notice to Fire Marshal - Please Return This Form to the Applicant

RECEIVED

OCT 29 2021



Frederick County Fire and Rescue Department

Office of the Fire Marshal

1080 Coverstone Drive

Winchester, VA 22602

Phone: 540-665-6350 Fax: 540-678-4739

fmo@fcva.us

Plan Review

Conditional Use

Status: Approved

Business Name

Redbud Run Solar Project
Redbud Run Solar Project
Woods Mill Rd/Pine Rd
Winchester, Virginia 22602

Printed Date: 11/10/2021

Engineering Firm :

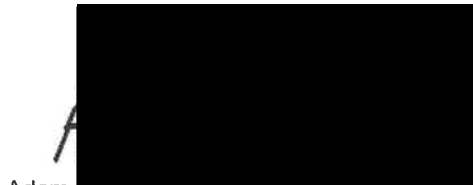
Greenway Engineering

General Information

Received Date:	10/29/2021	Occupancy Type:	
Review Begin Date:	11/10/2021	Property Use:	
Review End Date:	11/10/2021	Activity Number:	1101045
Hours:	1.5000	Review Cause:	New Construction

Comments:

No comments at this time.



Adam Hounsshell
Lieutenant/Assistant Fire Marshal

REQUEST FOR CONDITIONAL USE PERMIT COMMENTS



Frederick County Inspections Department

Mail to:

Frederick County Inspections Department
107 North Kent Street, 2nd Floor
Winchester, Virginia 22601
(540) 665-5650

Hand deliver to:

Frederick County Inspections Department
Attn: Building Official
107 North Kent Street, 2nd Floor
Winchester, Virginia

Applicant: It is your responsibility to complete this form as accurately as possible in order to assist the agency with their review. Also, please attach two (2) copies of your application form, location map and all other pertinent information.

Applicant's Name: Greenway Engineering, Inc. Telephone: (540) 662-4185

Email Address: cmohn@greenwayeng.com

Name of development and/or description of the request:
Redbud Run Solar Project (30 MWac Utility-Scale Solar Power Generating Facility)

Location of Property:
The property is located east of Woods Mill Road (VA Route 660) and north of Pine Road (VA Route 661), approximately 0.5-mile north of Berryville Pike (VA Route 7).

Building Official's Comments:

Comments are on the back of this form

Building Official's Signature & Date: [Signature] 9/2021

Notice to Inspections Department - Please Return This Form to the Applicant

Solar arrays shall be designed per the 2018 Virginia Building Code, U-Utility Use Group.

Solar panel installation not associated with publicly regulated utilities require permits. Plans submitted for permits may require the design to be sealed by a Registered Design Professional licensed in the State of Virginia. Arrays shall be designed for the applicable loads as required in Chap 16 Virginia Building Code.

Please note the requirements in Chapter 17 of Virginia Building Code for special inspection requirements on the type of structure. (Soils, concrete etc..).

REQUEST FOR CONDITIONAL USE PERMIT COMMENTS



Frederick County Department of Public Works

Mail to:

Frederick County
Department of Public Work
107 North Kent Street
Winchester, Virginia 22601

Hand deliver to:

Frederick County
Department of Public Works
107 North Kent Street, 2nd Floor
Winchester, Virginia 22601

Applicant: It is your responsibility to complete this form as accurately as possible in order to assist the agency with their review. Also, please attach two (2) copies of your application form, location map and all other pertinent information.

Applicant's Name: Greenway Engineering, Inc. Telephone: (540) 662-4185

Email Address: cmohn@greenwayeng.com

Name of development and/or description of the request:
Redbud Run Solar Project (30 MWac Utility-Scale Solar Power Generating Facility)

Location of Property:

The property is located east of Woods Mill Road (VA Route 660) and north of Pine Road (VA Route 661), approximately 0.5-mile north of Berryville Pike (VA Route 7).

Frederick County Department of Planning Comments:

We offer following comments: We will need to review
comprehensive site plan including stormwater and erosion and sediment
control. A Frederick County Land disturbance will need to be
obtained prior to any site development. The stormwater and erosion

Signature & Date: [Redacted Signature] 12-15-21

Notice - Please Return This Form to the Applicant

and sediment
control plans
must comply with
County Code Chp. 143
and Va. law &
Regulations.



COUNTY of FREDERICK

Department of Planning and Development

540/ 665-5651

Fax: 540/ 665-6395

December 3, 2021

Chris Mohn
Greenway Engineering
151 Windy Hill Ln
Winchester, Virginia 22602

RE: Request for Historic Resources Advisory Board (HRAB) Comments
Conditional Use Permit –Redbud Run Solar
Zoning: RA (Rural Areas) District
Property Identification Numbers (PINs): 55-A-136, 55-A-137 and 55A-1-19
Magisterial District: Stonewall

Dear Mr. Mohn:

The Frederick County Historic Resources Advisory Board (HRAB) considered the above referenced Conditional Use Permit application during their meeting on November 16, 2021. This application seeks to construct a utility scale solar project located on three parcels of land that total 264 acres. The site is located on the eastern side of Woods Mill Road (Route 660), north of Pine Road (Route 661), approximately 0.5-mile north of Berryville Pike (Route 7) in Winchester.

Following their review of this application, the HRAB recommended approval of the Conditional Use Permit. The HRAB in their review recommended that the Applicant consider the utilization of methods such as ground penetrating radar (GPR) or terrestrial light detection and ranging (LiDAR) to document the presence of archeological objects or sites.

Thank you for the chance to comment on this application. Please call if you have any questions or concerns.

Sincerely,

Candice E. Perkins, AICP, CZA,
Assistant Director

CEP/pd

cc: Chris Oldman, HRBA Chairman
Tyler Klein



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Allen R. Conner

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

1010 Woods Mill Road, Stephenson, VA 22656

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

44-A-297, 55-A-134

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22602

Mailing Address of Attorney-In-Fact

(540) 662-4185

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

☐
☒
☐

Rezoning

Conditional Use Permit

Master Development Plan (prelim. or final)

☐
☒
☐

Subdivision

Site Plan

Variance or Zoning Appeal

and, further, my attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as it otherwise rescind or modify it.

Signature

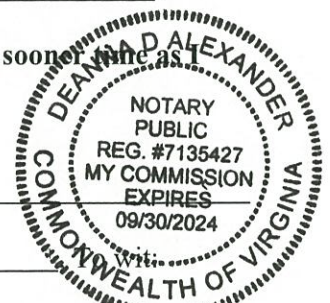
Title (if signing on behalf of an entity)

State of Virginia, County/City of Frederick

I, Deanna D Alexander, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 1 day of November, 2021.

Notary Public

My Commission Expires: Sept. 30, 2024
 Registration Number: 7135427





**Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us**

**Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395**

Know All Men By These Presents That:

Allen R. Conner

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

1010 Woods Mill Road, Stephenson, VA 22656

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

44-A-297, 55-A-134

do hereby make, constitute, and appoint:

Redbud Run Solar LLC and Oriden LLC (represented by Gary Verkleeren and Alessandra Trunzo)

Name of Attorney-In-Fact

106 Isabella Street, Suite 400, Pittsburgh, PA 15212

(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

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Rezoning

Conditional Use Permit

Master Development Plan (prelim. or final)

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Subdivision

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Variance or Zoning Appeal

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None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature

Title (if signing on behalf of an entity)



State of

Virginia

County/City of

Frederick

I, Deanna D Alexander, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 1 day of November, 2021

Notary

My Commission Expires:

Registration Number:

Sept. 30, 2024

7135427



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

JRW Properties & Rentals Inc.

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

13 S. Loudoun Street, Winchester, VA 22601

(540) 662-7215

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55-A-136, 55-A-137, 55A-1-19

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22602

(540) 662-4185

Mailing Address of Attorney-In-Fact

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

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Rezoning

Conditional Use Permit

Master Development Plan (prelim. or final)

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Subdivision

Site Plan

Variance or Zoning Appeal

and, further, my attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature

Title (if signing on behalf of an entity) President

State of Virginia, County/City of Winchester, To wit:

I, [Signature], a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 27 day of October, 2021.

Notary

My Commission Expires: 9/30/2024

Registration Number: 7901519

NOTARY PUBLIC
REG. #7901519
COMMONWEALTH OF VIRGINIA



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

JRW Properties & Rentals Inc.

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

13 S. Loudoun Street, Winchester, VA 22601

(540) 662-7215

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55-A-136, 55-A-137, 55A-1-19

do hereby make, constitute, and appoint:

Redbud Run Solar LLC and Oriden LLC (represented by Gary Verkleeren and Alessandra Trunzo)

Name of Attorney-In-Fact

106 Isabella Street, Suite 400, Pittsburgh, PA 15212

(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

☐
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Rezoning

Conditional Use Permit

Master Development Plan (prelim. or final)

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Subdivision

Site Plan

Variance or Zoning Appeal

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None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature

Title (if signing on behalf of an entity) President

State of Virginia, County/City of Winchester, To wit:

I, Linda McFarland Orndorff, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 27 day of October, 2021.

Linda McFarland Orndorff
NOTARY PUBLIC
REG. #7901519
COMMONWEALTH OF VIRGINIA

My Commission Expires: September 30, 2024
Registration Number: 7901519



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Mary C. Lee

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

1947 Martinsburg Pike, Winchester, VA 22603

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55-A-135

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22602

Mailing Address of Attorney-In-Fact

(540) 662-4185

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

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Rezoning

Conditional Use Permit

Master Development Plan (prelim. or final)

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Subdivision

Site Plan

Variance or Zoning Appeal

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None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature Mary C. Lee

Title (if signing an entity)

State of Virginia, County/City of Frederick, To wit:

I, Carrie M. Plummer, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 14th day of January, 2022

Notary Public

My Commission Expires: June 30, 2022
 Registration Number: 7648200

CARRIE MADAGAN PLUMMER
 NOTARY PUBLIC
 REGISTRATION # 7648200
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES

06/30/2022



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Mary C. Lee

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.
If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

1947 Martinsburg Pike, Winchester, VA 22603

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55-A-135

do hereby make, constitute, and appoint:

Redbud Run Solar LLC and Oriden LLC (represented by Gary Verkleeren and Alessandra Trunzo)

Name of Attorney-In-Fact

106 Isabella Street, Suite 400, Pittsburgh, PA 15212

(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

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Subdivision

Site Plan

Variance or Zoning Appeal

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None.

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Signature

Title (if signing on behalf of an entity)

State of Virginia, County/City of Frederick, To wit:

I, Carrie M. Plummer, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 14th day of January, 2022

Carrie M. Plummer
Notary Public

My Commission Expires: June 30, 2022
Registration Number: 7648200

CARRIE MADAGAN PLUMMER
NOTARY PUBLIC
REGISTRATION # 7648200
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
06/30/2022



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Robert L. Williams

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

946 Woods Mill Road, Stephenson, VA 22656

(540) 550-5140

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55A-1-21

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22601

(540) 662-4185

Mailing Address of Attorney-In-Fact

Telephone Number

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☐

Rezoning

☐

Subdivision

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Conditional Use Permit

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Site Plan

☐

Master Development Plan (prelim. or final)

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Variance or Zoning Appeal

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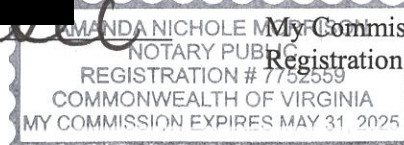
Signature [Redacted]

Title (if signing on behalf of an entity) _____

State of Virginia, County/City of Frederick, To wit:

I, Ammanda N. Morrison a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 26th day of January, 2022

Notary Public



My Commission Expires: May 31, 2025
Registration Number: 7752559



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Robert L. Williams

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

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946 Woods Mill Road, Stephenson, VA 22656

(540) 550-5140

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55A-1-21

do hereby make, constitute, and appoint:

Redbud Run Solar LLC and Oriden LLC (represented by Gary Verkleeren and Alessandra Trunzo)

Name of Attorney-In-Fact

106 Isabella Street, Suite 400, Pittsburgh, PA 15212

(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

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☐

Rezoning

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Subdivision

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Conditional Use Permit

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Site Plan

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Master Development Plan (prelim. or final)

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Variance or Zoning Appeal

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None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature [Redacted]

Title (if signing on behalf of an entity) _____

State of Virginia, County/City of Frederick, To wit:

I, Amanda N. Morrison, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 21st day of January, 2022

My Commission Expires: May 31, 2025

Registration Number: 7752559

AMANDA N. MORRISON
 NOTARY PUBLIC
 REGISTRATION # 7752559
 COMMONWEALTH OF VIRGINIA
 MY COMMISSION EXPIRES MAY 31, 2025



**Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us**

**Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395**

Know All Men By These Presents That:

Ronald A. Lee

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

1947 Martinsburg Pike, Winchester, VA 22603

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

55-A-135

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22602

(540) 862-4185

Mailing Address of Attorney-In-Fact

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

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Rezoning

Conditional Use Permit

Master Development Plan (prelim. or final)

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Subdivision

Site Plan

Variance or Zoning Appeal

and, further, my attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature

Title (if signing on behalf of an entity)

State of Virginia, County/City of Frederick, To wit:

I, Carrie M. Plummer, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 14th day of January, 2022

Notary

My Commission Expires: June 30, 2022
Registration Number: 71648200

CARRIE MADAGAN PLUMMER
NOTARY PUBLIC
REGISTRATION # 7648200
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
06/30/2022



**Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us**

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Telephone Number

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55-A-135

do hereby make, constitute, and appoint:

Redbud Run Solar LLC and Oriden LLC (represented by Gary Verkleeren and Alessandra Trunzo)

Name of Attorney-In-Fact

106 Isabella Street, Suite 400, Pittsburgh, PA 15212

(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

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Notary Public

My Commission Expires: June 30, 2022
Registration Number: 7648200

CARRIE MADAGAN PLUMMER
NOTARY PUBLIC
REGISTRATION # 7648200
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
06/30/2022



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Tonie Wallace

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

315 Poorhouse Road, Winchester, VA 22603

540-931-4662

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

44-A-294A

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22601

(540) 662-4185

Mailing Address of Attorney-In-Fact

Telephone Number

to act as my true and lawful attorney-in-fact for and in my name, place, and stead, with the same full power and authority I would have if acting personally, to file and act on my behalf with respect to application with Frederick County, Virginia for the following, for the above identified property:

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Signature

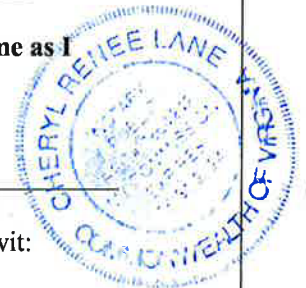
Title (if signing on behalf of)

State of Virginia, County/City of Virginia Beach, To wit:

I, Cheryl Lane, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 14th day of January, 2022.

Notary Public

My Commission Expires: 05/31/2024
Registration Number: 7864242





Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

Tonie Wallace

Name of Property Owner/Applicant

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315 Poorhouse Road, Winchester, VA 22603

540-931-4662

Mailing Address of Property Owner/Applicant

Telephone Number

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44-A-294A

do hereby make, constitute, and appoint:

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Name of Attorney-In-Fact

106 Isabella Street, Suite 400, Pittsburgh, PA 15212

(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

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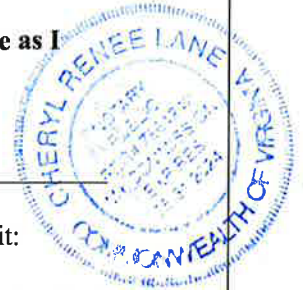
Signature _____
Title (if signing on _____)

State of Virginia, County/City of Virginia Beach, To wit:

I, Cheryl Lane, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 14th day of January, 2022.

Notary Public

My Commission Expires: 05/31/2024
Registration Number: 7864242





Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

William M. Rexrode

Name of Property Owner/Applicant

Please note: If the property owner/applicant is an entity, the name of the entity should appear above.

If multiple persons own the property or are applicants, an executed power of attorney from each owner will be needed.

1099 Woods Mill Road, Stephenson, VA 22656

(540) 771-1921

Mailing Address of Property Owner/Applicant

Telephone Number

as owner of, or applicant with respect to, the tract(s) or parcel(s) of land in Frederick County, Virginia, identified by following property identification numbers:

44-A-295

do hereby make, constitute, and appoint:

Greenway Engineering, Inc.

Name of Attorney-In-Fact

151 Windy Hill Lane, Winchester, VA 22601

(540) 662-4185

Mailing Address of Attorney-In-Fact

Telephone Number

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None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature

Title (if signing on behalf of an entity)

State of Virginia, County/City of Frederick, To wit:

I, Nicole Marie Borkowski, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 30th day of November, 2021

Notary Public

My Commission Expires: 10/31/2024
Registration Number: 7673067

NICOLE MARIE BORKOWSKI

NOTARY PUBLIC

REG. #7673067

COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES OCTOBER 31, 2024



Special Limited Power of Attorney
County of Frederick, Virginia
Frederick Planning Website: www.fcva.us

Department of Planning & Development, County of Frederick, Virginia
107 North Kent Street, Winchester, Virginia 22601
Phone (540) 665-5651 Facsimile (540) 665-6395

Know All Men By These Presents That:

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44-A-295

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Name of Attorney-In-Fact

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(412) 915-9017

Mailing Address of Attorney-In-Fact

Telephone Number

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None.

This appointment shall expire one year from the day that it is signed, or at such sooner time as I otherwise rescind or modify it.

Signature William M. Rexrode

Title (if signing on behalf of)

State of Virginia, County/City of Frederick, To wit:

I, Nicole Marie Borkowski, a Notary Public in and for the jurisdiction aforesaid, certify that the person who signed the foregoing instrument personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 20th day of November, 2021.

Notary Public

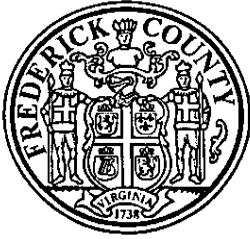
My Commission Expires: 10/31/2024

Registration Number: 7673067

NICOLE MARIE BORKOWSKI
NOTARY PUBLIC
REG. #7673067

COMMONWEALTH OF VIRGINIA

MY COMMISSION EXPIRES OCTOBER 31, 2024



ORDINANCE

Action:

PLANNING COMMISSION: March 2, 2022 Recommend Approval
BOARD OF SUPERVISORS: April 13, 2022

ORDINANCE

**CONDITIONAL USE PERMIT #02-22
SOLAR SITING AGREEMENT
REDBUD RUN SOLAR LLC., ENERGY FACILITY
TO CONSTRUCT A UTILITY-SCALE SOLAR POWER GENERATING FACILITY**

WHEREAS, Conditional Use Permit #02-22 for Redbud Run Solar LLC., Energy Facility, was submitted to construct a utility-scale solar power generating facility located on properties totaling approximately 263+/-acres. The subject properties are generally located east of Woods Mill Road (Rt. 660) and north of Pine Road (Rt. 661), approximately 0.5-mile north of Berryville Pike (Rt. 7) and are identified with Property Identification Numbers (PINs) 55-A-136, 55-A-137, 55A-1-19, 55A-1-21, 55-A-135, 55-A-134, 44-A-297, 44-A-294A, and 44-A-295 in the Stonewall Magisterial District. Pursuant to Code of Virginia Section 15.2-2316.6 et seq., a solar facility siting agreement, between Red Bud Run Solar, LLC and the Frederick County Board of Supervisors is also being considered.

WHEREAS, Pursuant to Code of Virginia Section 15.2-2316.6 et seq., a solar facility siting agreement, between Redbud Run Solar LLC and the Frederick County Board of Supervisors was also considered; and

WHEREAS, the Frederick County Planning Commission held a public hearing on this Conditional Use Permit on March 2, 2022 and recommended approval with conditions; and

WHEREAS, the Frederick County Board of Supervisors held a public hearing on this Conditional Use Permit and solar facility siting agreement during their regular meeting on April 13, 2022; and,

WHEREAS, the Frederick County Board of Supervisors finds the approval of this Conditional Use Permit to be in the best interest of the public health, safety, welfare, and in accordance with the Comprehensive Plan; and

WHEREAS, the Frederick County Board of Supervisors, pursuant to Code of Virginia Section 15.2-2316.6 et seq, agrees to the solar facility siting agreement with Redbud Run Solar LLC dated January 2022; and

NOW, THEREFORE, BE IT ORDAINED by the Frederick County Board of Supervisors that Chapter 165 of the Frederick County Code, Zoning, is amended to revise the zoning map to reflect that Conditional Use Permit Application #02-22 for the Redbud Run Solar LLC utility-scale solar power generating facility is permitted on the parcels identified by Property Identification Numbers Property Identification Numbers (PINs) 55-A-136, 55-A-137, 55A-1-19, 55A-1-21, 55-A-135, 55-A-134, 44-A-297, 44-A-294A, and 44-A-295 in the Stonewall Magisterial District. with the following conditions:

1. All review agency comments provided during the review of this application shall be complied with at all times.
2. An engineered site plan, in accordance with the requirements of Article VIII of the Fredrick County Zoning Ordinance, shall be submitted to and subject to approval by Frederick County prior to the establishment of the use. The site plan shall address additional regulations for specific uses outlined in §165-204.26 of the Frederick County Zoning Ordinance and be in general conformance with the *Concept Plan*, included with the CUP application, prepared by Greenway Engineering, dated March 10, 2022.
3. Pursuant to Code of Virginia §15.2-2241.2(B), the owner shall comply with the *Decommissioning Plan*, included with the CUP application, prepared by Oriden, and shall update the *Decommissioning Plan* every five (5) years.
4. Within thirty (30) days after the Commercial Operation Date, the Applicant shall make a one-time payment to the County in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00). These conditions shall be memorialized in a solar siting agreement with Frederick County, attached as Exhibit A of these Conditions, pursuant to Code of Virginia Section 15.2-2316.6 et seq.
5. Batteries, for the purposes of mass storage of electricity that will eventually be transferred to the grid, shall not be used on the properties subject to this CUP.
6. Access to the site shall be limited to three (3) entrances from Woods Mill Road (Route 660), so to provide one (1) entrance to each solar array land bay. One (1) entrance from Pine Road (Route 661) to be used only during the period of construction shall also per permitted. Approval of the final site entrance locations from Woods Mill Road is subject to review and

approval by the Virginia Department of Transportation at time of site plan.

7. Pile-driving of poles for solar arrays shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Friday. All other construction activities are permitted 7:00 a.m. to 7:00 p.m. Monday through Friday and 7:00 a.m. to 5:00 p.m. on Saturday. No construction activities are permitted on Sundays or federal holidays.
8. Any expansion or modification of this land use will require the approval of a new CUP.

Passed this 13th day of April 2022 by the following recorded vote:

Charles S. DeHaven, Jr., Chairman

Shawn L. Graber

J. Douglas McCarthy

Robert W. Wells

Josh Ludwig

Judith McCann-Slaughter

Blaine P. Dunn

A COPY ATTEST

Michael L. Bollhoefer
Frederick County Administrator