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March 23, 2021

W. Kevin Massengill
County Administrator
Dinwiddie County
P.O. Drawer 70
14010 Boydton Plank Road
Dinwiddie, VA 23841

Re: Written Notice of Intent to Locate a Solar Project in Dinwiddie County

Dear Kevin,

Hope you are well.

We represent Energix US, LLC and its affiliated entity, Lily Pond Solar, LLC, in this matter.

The purpose of this letter is to provide written notice of intent to locate a solar facility in Dinwiddie County. Section 15.2-2316.7 of the Code of Virginia requires that a solar developer give such written notice to the host locality (the locality in which the proposed solar facility would be located) and further requires that the solar developer "meet, discuss and negotiate a siting agreement" with the host locality.

According to Section 15.2-2316.7, the siting agreement may include terms and conditions, including: "(i) mitigation of any impacts of such solar facility; (ii) financial compensation to the host locality to address capital needs set out in the (a) capital improvement plan adopted by the host locality, (b) current fiscal budget of the host locality, or (c) fiscal fund balance policy adopted by the host locality; or (iii) assistance by the applicant in the deployment of broadband, as defined in § 56-585.1:9, in such locality."

As a result of several pieces of legislation passed by the 2020 and 2021 General Assembly, there are substantial financial benefits provided to host localities which, with respect to the Lily Pond Solar Project (the "Project"), would provide the County millions of dollars over the 45-year life of the Project. In addition, the legal structure of a siting agreement provides the County with an opportunity to issue anticipation revenue bonds to realize these financial benefits upfront to pay for critical infrastructure needs of its citizens. These revenue streams blended into the siting agreement do not require a nexus with the solar project, so the Board may appropriate these funds to any lawful capital or operating purpose.

In addition, pursuant to Section 15.2-2316.9, the solar developer “shall otherwise comply with land use regulations in the host locality.” In that regard, we have a pre-application meeting scheduled with Mark Bassett on April 5, 2021, to discuss and review the land use application processes applicable for the Lily Pond Solar Project.

In other counties where we have negotiated, or are negotiating, siting agreements, the solar development team meets with the County Administrator, the County Attorney, up to two members of the Board of Supervisors. In some of these negotiations, the Board of Supervisors have expressed a preference for County Staff to meet with the solar development team and then discuss the proposed siting agreement with the Board in closed session. As with any negotiated contract between a county and a third party, all negotiations are confidential and discussed in closed session only, until agreement is reached, at which time the Board is required, pursuant to Section 15.2-2316.8, to hold a public hearing on consideration of the terms and conditions of the siting agreement.

We look forward to meeting with the “County Team” as designated by the Board of Supervisors.

I am copying Tyler Southall and Mike Drewry, as the County Attorneys, with this notice.

With warm regards, I am,

Very truly yours,

John G Dicks

Cc: Tyler Southall, Esq.
Mike Drewry, Esq.
Scott Foster, Esq.
Energix, US