

Public Hearing Notice

The Clarke County Board of Supervisors will conduct two public hearings in the Berryville Clarke County Government Center Main Meeting Room, 101 Chalmers Court, 2nd Floor, Berryville, VA, on Tuesday, March 19, 2024, at 6:30 pm, or as soon thereafter as the matter may be heard, to hear public comment on the following:

PH2024-03: Horus Virginia I LLC Siting Agreement – A public hearing is being held in accordance with Code of Virginia §15.2-2316.8 to receive public comments on the proposed siting agreement submitted by Horus Virginia I LLC for the solar power plant submitted under Special Use Permit 22-01 and Site Plan 22-02 on parcels 13-A-13 and 13-A-56 (see PH2024-04 notice below for more information on solar power plant request). The proposed siting agreement spells out financial compensation to be paid by the applicant to Clarke County over a twenty-five year period. Per the Code of Virginia §15.2-2316.9(C), approval of the proposed siting agreement would deem the project to be in substantial accord with the Comprehensive Plan. A copy of the proposed siting agreement is available on the County website and in the Office of the County Administrator.

Clarke County Board of Supervisors



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County Administrator
Chris Boies
(540) 955-5175

To: Board of Supervisors

From: Chris Boies

Re: Horus Virginia 1 LLC Siting Agreement

Date: March 4, 2024

The applicant for SUP22-01/SP22-02 to construct a 50 MW solar power plant on Tax Map Parcels 13-A-13 and 13-A-56 have submitted a proposed siting agreement for consideration by the Board. Per the Board's authorization on February 20th, a public hearing has been scheduled on this matter on March 19th at 6:30 p.m.

The Code of Virginia Section 15.2-2316.8 allows the County to enter into a siting agreement, which becomes binding and enforceable. The applicant has proposed a 25-year payment schedule, which would commence when a land disturbance permit is issued for the solar project. The payment schedule uses the same per MW amount as the Hecate solar power plant in Double Tollgate. Staff has reviewed this amount against other revenue options and feels it is advantageous for the Board to approve the financial terms.

If accepted by the Board of Supervisors, the payment volunteered by the applicant would be in lieu of real estate, personal property, and machine and tools taxes for the portion of the property containing the solar project. In addition, the applicant will pay around \$80k in real estate rollback taxes. Language in the agreement stipulates that both parties will negotiate a new economics benefits agreement at the conclusion of the 25-year term.

ECONOMIC BENEFITS AGREEMENT

This Economic Benefits Agreement (“Agreement”), dated this ____ day of _____, 2024, is by and between the BOARD OF SUPERVISORS OF CLARKE COUNTY, VIRGINIA (“County”), party of the first part, whose mailing address is 101 Chalmers Court, Suite B, Berryville, Virginia 22611 and HORUS VIRGINIA 1, LLC, its successors or assigns (“Horus”), party of the second part, whose mailing address is 615 Crescent Executive Court, Suite 130, Lake Mary, FL 32746.

RECITALS:

WHEREAS, Horus made application for a special use permit applicable to a parcel of real estate (“the Parcel”), specifically identified as Tax Map #13-A-13 and #13-A-56, for a 50 - megawatt solar photovoltaic project (“Project”), a solar energy facility within the meaning of the Clarke County Zoning Ordinance, allowed by special use permit in the agricultural district in which the Parcel lies; and

Whereas, changing the use of the Parcel from agricultural use to a solar energy facility in accordance with the application may eliminate or reduce various personal property taxes including, but not limited to, taxes on the personal property installed in connection with the project which may not be assessed as a result of Code of Virginia §58.1-3660, which was enacted after Horus began its effort to obtain zoning clearance for its project and which eliminated certain economic benefits which both parties expected the County to realize from the Project; and

Whereas, the Code of Virginia §15.2-2316.8 allows the County to enter into a siting agreement with the applicant to include financial compensation to the County for certain capital, budgeting, fiscal fund balance, and deployment of broadband needs; and

Whereas, the special use permit (SUP-22-01) was approved by the County, which special use permit contains a condition which provides that the applicant shall take responsibility for the payments specified under said agreement; and

Whereas, Horus wishes and offers to ameliorate any possible negative economic consequences of its Project, including, but not limited to, those caused by Code of Virginia §58.1- 3660, and to enter into this agreement in compliance with of SUP-22-01.

NOW, THEREFORE, the parties agree as follows:

1. Horus will be responsible for the payment of Roll Back taxes to the County as a result of the Parcel being no longer eligible for land use real estate tax treatment, the Roll Back taxes being estimated to be \$79,971;

2. Horus shall pay the County annually upon commencement of the Project, for a period of twenty-five (25) years, the minimum sum shown on attached Schedule A, which sum shall not include the annual real estate taxes payable on the Parcel for those areas of the Parcel outside of the solar project (“Good Neighbor Payments” (GNP)). Commencement of

the project shall be defined as the point when the applicant applies for a land disturbance permit.

3. The term of this Agreement covers twenty-five (25) years which starts at the commencement of the Project. The parties to this Agreement agree that at the conclusion of the term of this Agreement, they shall make all reasonable and good faith efforts to negotiate a new economic benefits agreement to cover a new term and to address the continuance of the megawatt photovoltaic project on the Parcel.

Witness the following signatures and seals:

BOARD OF SUPERVISORS OF
CLARKE COUNTY, VIRGINIA

By: _____
County Administrator

Date

HORUS VIRGINIA 1, LLC

By: _____

Its: _____

Date

SCHEDULE A

Annual payments pursuant to agreed Economic Benefits Agreement

GNP	\$212,500
Year 1	\$104,960
Year 2	\$106,985
Year 3	\$109,070
Year 4	\$111,205
Year 5	\$113,380
Year 6	\$115,600
Year 7	\$117,910
Year 8	\$120,265
Year 9	\$122,670
Year 10	\$125,120
Year 11	\$127,620
Year 12	\$130,170
Year 13	\$132,775
Year 14	\$135,430
Year 15	\$138,135
Year 16	\$140,895
Year 17	\$143,710
Year 18	\$146,585
Year 19	\$149,515
Year 20	\$152,500
Year 21	\$155,550
Year 22	\$158,660
Year 23	\$161,830
Year 24	\$165,065
Year 25	\$168,365
Total	\$3,566,470

It is the agreement of Horus and the County that the above stated schedule and agreed upon Economic Benefits Agreement shall be the sole amount collected by the County and paid by Horus for a period of the twenty-five years commencing upon the date of completion of the installation of the commercial solar field and the delivery of power to First Energy from the commercial solar field. The County does agree that these payments and the above payment schedule shall be in lieu of any other payments required to be paid to the County whether they be by way of real property taxes, personal property taxes, machine and tool taxes, or any other County tax for the portions of the property containing the solar project.