Agenda
Buckingham County Planning Commission
Buckingham County Board of Supervisors
Joint Public Hearing
Monday, February 28, 2022
6:00 p.m.
Buckingham County Administration Complex Auditorium
www.buckinghamcountyva.org
https://youtu.be/8veX4zPKook

A. Call to order by Planning Commission Chairman
B. Establishment of a quorum by Planning Commission
C. Reconvene the February 14, 2022 meeting of the Board of Supervisors
D. Establishment of a quorum by Board of Supervisors
E. Invocation and Pledge of Allegiance
F. Approval of Agenda

G. Joint Public Hearing
      Energy Inc. Tax Map 17 Parcel 8 containing approximately 520.185 acres, Tax
      Map 17 Parcel 9 containing approximately 97.4 acres, Tax Map 17 Parcel 13
      containing approximately 59.5 acres, and Tax Map 18 Parcel 2 containing
      approximately 1286.43 acres. Parcels are North of Bridgeport Road, East of Rt.
      20, West of Hardware Road, Slate River Magisterial District. Request to obtain
      a Special Use Permit to allow for the construction and operation of a 149.5 MW
      utility scale solar facility on approximately 1,996 acres in Buckingham County*

H. Public Hearing-Board of Supervisors
   1. Consideration of siting agreement between County of Buckingham and
      Riverstone Solar LLC a Virginia Limited Liability Company, all as provided in
      Va. Code Ann §15.2-2316.6 et.seq.*

I. Board of Supervisor Matters
   1. Consider request for contribution of $2,000-$4,000 to the Cody Woodson
      Memorial Computer Science Scholarship, VCU College of Engineering. VCU
      will match the contributions if $50,000 can be raised*

J. Board of Supervisors recess to reconvene at 5:00 p.m. on March 14, 2022 for VDOT
   6 Year Plan Work Session

K. Planning Commission continue their meeting
Buckingham County Planning Commission Agenda
Monday, February 28, 2022 6:00PM
County Administration Building
Peter Francisco Meeting Room
www.buckinghamcountyva.org

You may view the meeting by logging on to https://youtu.be/8vcX4zPKooK

1. Call to Order by Zoning Administrator
   Invocation
   Pledge of Allegiance
   Establishment of Quorums

2. Adoption of Agenda

3. Approval of Minutes
   A. January 24, 2022 Regular Meeting

4. Public Comment

5. Old Business
   A. Joint Public Hearing Case 22-SUP299 Apex Riverstone Solar

6. Planning Commission Recess

7. New Business
   A. Introduction Case 22-SUP300 Aaron Beiler
   B. Introduction Case 22-SUP301 Amos Smucker

8. Reports
   A. Building Permits Report
   B. Zoning Administrator Report

9. Commission Matters and Concerns

10. Adjournment
In response to the COVID-19 epidemic, Public Comments AND Public Hearing Comments for Buckingham County Planning Commission Meetings and Hearings will be received using the following methods:

1. Written comments may be mailed to the Planning Commission at PO Box 252 Buckingham, VA 23921. Please limit word count to 500 words.

2. Emailed comments may be sent to publiccomments@buckinghamcounty.virginia.gov. Please limit word count to 500 words.

3. Telephone voicemail comments may be left to be played to the board by calling 434-969-5039.

4. To appear virtually to the Planning Commission for comments please email publiccomments@buckinghamcounty.virginia.gov. You will receive notice with the link and/or telephone number necessary to connect virtually during the meeting.

5. In person Public Comments will be permitted by signing up (sign up sheet) to speak prior to the beginning of the meeting.

Please note: Please state your name, district, address, and which hearing you are commenting on. The three (3) minute rule will apply to public comments. All correspondence must be received only by the methods above, and are due by 12:00 PM Eastern Standard Time the day of the meeting.
**Buckingham County Planning Commission**  
**February 28, 2022**  
**Administration Building**  
**6:00 PM**  
**Public Hearing Case 22-SUP299**

**Owner/Applicant:** 
Landowner: Weyerhauser Company  
220 Occidental Ave S  
Seattle, WA 98104  
Applicant: Apex Clean Energy Inc  
310 4th St N, Suite 300  
Charlottesville, VA 22902

**Property Information:** Tax Map 17 Parcel 8 containing approximately 520.185 acres, Tax Map 17 Parcel 9 containing 97.4 acres, Tax Map 17 Parcel 13 containing approximately 59.5 acres, and Tax Map 18 Parcel 2 containing approximately 1286.43 acres. The parcels are North of Bridgeport Road, East of Route 20, West of Hardware Road, Slate River Magisterial District.

**Zoning District:** Agricultural District (A-1)

**Request:** The Applicant wishes to obtain a Special Use Permit to allow for the construction and operation of a 149.5 MW utility scale solar facility on approximately 1,996 acres in Buckingham County.

**Background/Zoning Information:** This property is located North of Bridgeport Road, East of Route 20, West of Hardware Road, Slate River Magisterial District containing Tax Map 17 Parcel 8 containing approximately 520.185 acres, Tax Map 17 Parcel 9 containing 97.4 acres, Tax Map 17 Parcel 13 containing approximately 59.5 acres, and Tax Map 18 Parcel 2 containing approximately 1286.43 acres. The landowner is Weyerhauser Company, and the applicant is Apex Clean Energy Inc. This property is zoned Agriculture (A-1). The Zoning Ordinance does not permit a Public Utility Generating Plant as a Permitted Use. However, Within the A-1 Agricultural District, Public utility generating plants, public utility booster or relay stations, transformer substations, meters and other facilities, including railroads and facilities, and water and sewage facilities may be permitted by the Buckingham County Board of Supervisors by a Special Use Permit following recommendation by the Planning Commission in accordance with this ordinance and the Code of Virginia. The Planning Commission may recommend and the Board may impose conditions to ensure protection of the district if the Special Use Permit is approved. Riverstone Solar, LLC (the “Applicant” or “Riverstone”) requests a Special Use Permit (“SUP”) to allow for the construction and operation of a 149.5 MW utility-scale solar facility (the “Project”) on approximately 1,996 acres of private land in northern Buckingham County, Virginia (the “Property”). The Project is being developed by Apex Clean Energy, a renewable energy development, construction, and operations company based in Charlottesville, Virginia. The Board of Supervisors approved Case 21-SUP290 for Apex Riverstone Solar LLC project on November 8, 2021. Condition #7 limited the solar equipment and accompanying storm water
features to no more than 1,729 acres of the incorrectly stated acreage of the Project as 1,966, and should have stated 1,996 acres. The application for Case 22-SUP299 was received due to ongoing studies and evaluations necessitating the request for the additional 35 acres that will be used by the Applicant as additional space that will permit flexibility in the design and construction of the project. The Applicant states that while the Project can still be constructed in accordance with the 21-SUP290 approval, the additional 35 acres will permit flexibility to avoid cultural or environmental sensitive areas that may be identified during environmental studies or may be used for an alternative internal access to the Interconnection Switching Station, staging of construction equipment, or additional Solar Equipment area.

Below are conditions that you may consider attaching to the request if approved:

Version 2.23.22 (Updates and Revisions necessary, as determined by Public Feedback, since Introduction on January 24, 2022)

1. **Inspections.** Riverstone Solar, LLC or any successors, assignees, current or future lessee, sub-lessee, or owner of the solar energy facility (the “Applicant”) consent to annual administrative inspections by Planning Department Staff for verification of compliance with the requirements of this SUP after the completion of the construction of the Project. During construction of the Project, the County and its assigns and designees shall have access to the site for inspections and to assure compliance with the conditions of the SUP.

2. **Compliance with Conditions.** The Applicant shall sign the list of the adopted conditions for this SUP signifying acceptance and intent to comply with these conditions.

3. **Compliance with Laws; Erosion and Sediment Control and Stormwater.** That all federal, state, and local laws, regulations, permit requirements and ordinances will be adhered to including but not limited to:

   a. All active solar systems and solar equipment used in this Project shall meet the requirements of the National Electrical Code (NEC), National Electrical Safety Code (NESC), American Society of Civil Engineers (ASCE), American National Standards Institute (ANSI), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), or International Electrotechnical Commission (IEC) as applicable and comply with state building code and shall be inspected by a County building inspector through the building permit process.

   b. An Erosion and Sediment Control Plan must be submitted to the County and approved by the Soil and Water Conservation District and the Virginia Department of Environmental Quality prior to any land disturbance. Prior to Applicant’s submission of the Erosion and Sediment Control Plan, the Applicant will contact the County’s erosion and sediment control reviewer and use reasonable efforts to arrange a meeting on the Property with the Applicant’s engineer. The County may obtain an independent third party review of the Erosion and Sediment Control Plan at the expense of the Applicant.

   c. The erosion and sediment control plan shall be prepared in accordance with the Virginia Erosion and Sediment Control Handbook. As an additional precaution, the erosion and sediment control plan will be implemented as a sequential progression, demonstrating that not more than 25% of the Maximum Extents (a “Phase”) be initially disturbed during construction without temporary seeding or
other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook. Temporary seeding or other stabilization in accordance with the Virginia Erosion and Sediment Control Handbook shall be implemented as soon as possible, and no more than 7 days after final grading in a Phase is complete. As soon as the stabilization of a phase, as referenced in sentence 2 of this condition, has been completed, construction activity (disturbance) may commence in a subsequent Phase. This condition shall not prevent continued construction activities in a previous Phase after a previous Phase has been stabilized in accordance with the Virginia Erosion and Sediment Control Handbook, and such stabilized areas will not be subject to the 25% limitation of sentence 2 of this condition; however continued construction activities, excluding maintenance of erosion and sediment control and stormwater management features or associated activities, shall not be re-initiated in a previous Phase until at least 50% vegetative cover (as determined by an independent inspector) has been established in that Phase or 60 days after a Phase has been temporarily stabilized, whichever is sooner. During this period, the applicant shall take continued action implementing best management practices to promote successful establishment of vegetative cover in a Phase. The erosion and sediment control plan will provide the means and measures in accordance with the Virginia Erosion and Sediment Control Handbook to achieve stabilization of the disturbed areas and to comply with this condition.

d. During the construction of the Project, the Applicant shall require the following:
   (1) All Erosion and Sediment Control facilities will be inspected by a qualified third party inspector: (i) at least every four calendar days; or (ii) at least once every five calendar days and within 48 hours following any runoff producing storm event. Any discrepancies should be noted and corrective action should be taken to ensure facilities are operating properly. Corrective measures include regularly cleaning out sediment basins and traps, stabilizing eroded banks or spillway structures, cleaning inlets and outlets and repairing damaged silt fence shall be prioritized.
   (2) Runoff at stormwater outfalls will also be observed just as often for characteristics listed in the land disturbance permit (clarity, solids, etc.).
   (3) A record of the amount of rainfall at the Project during land disturbing activities.
   (4) A record of major land disturbing activities, including dates when clearing, grading and excavating occurred in each Phase. Dates when construction activities are either temporarily or permanently ceased in the Phase should be recorded along with stabilization areas.

e. The County may inspect the Project during construction as determined by the County and shall retain all enforcement rights under applicable law.

f. A Stormwater Management Plan must be submitted to the Virginia Department of Environmental Quality (VDEQ) and approved by VDEQ prior to any land disturbance. The Applicant will obtain approval of a Stormwater Pollution Prevention Plan ("SWPPP"). The Applicant and its contractor will have operational day-to-day control of the Project and must implement the SWPPP measures. The Applicant will cause the active up-to-date SWPPP to be made publicly available either electronically or at a location viewable not less than once per month upon request by the public. The Applicant and its contractors will ensure that the applicable subcontractors are trained on appropriate best management practices and requirements in the SWPPP.

g. The Project shall fully comply with all applicable provisions of the Buckingham County Zoning Ordinance, to the extent not modified herein, throughout the life of this SUP.

4. Expiration. The building permit application must be submitted within 2 years of obtaining the Special Use Permit and the commercial generation of solar electricity shall begin within 24 months of
the approval of the building permit or this SUP shall be null and void. The building permit deadline will be extended for 12 months (3 years total), and the construction time period extended by 12 months (30 months total) by administrative approval of the County Administrator after consultation with the Board of Supervisors due to delays in state permits, interconnection approval, or other good cause demonstrated by the Applicant. Any timeframe under which the Commonwealth is under an Executive Order of the Governor declaring a statewide emergency will toll the timeframe specified in this condition.

5. Definitions. All racking, solar modules, inverters, breakers, switches, cabling, communications components, and other ancillary components necessary to convert solar energy to electricity and interconnect to the electrical transmission are considered “Solar Equipment” and subject to the requirements for such, together with setback requirements of that district and other requirements, unless otherwise stated in these conditions. Solar Equipment shall not include access roads and transmission lines and poles. “Project Area” shall include all areas within the Property line boundary that include, but not limited to the following: Solar Equipment, ingress/egress, access roads, fencing, parking, laydown areas, setbacks, buffers, storage area, wetlands, erosion and sediment control features, storm water management features, and other ancillary components. Battery storage and other energy storage methods are not approved as part of this SUP and will require separate special use permitting. The “Maximum Extents” shall not exceed 1,765 acres and is depicted on the General Plan. The “Property” is defined as 1,992-acres consisting of Tax Map Section: 17, Parcel 8, Tax Map Section: 17, Parcel 9, Tax Map Section: 17, Parcel 13, and Tax Map Section: 18, Parcel 2.

6. Binding Obligation. This SUP shall be binding on the Applicant or any successors, assignees, current of future lessee, sub-lessee, or owner of the solar energy facility.

7. General Plan. The construction of the Project shall be in substantial conformance with these conditions and in general conformance with the Special Use Preliminary Site Plan prepared by Apex Clean Energy dated January 12, 2022 (the “General Plan”). The Solar Equipment and accompanying storm water features shall be limited to no more than the 1,765 acres of the 1,992-acre Property as shown on the General Plan. Modifications to the General Plan shall be permitted at the time of building permit based on state and federal approvals and final engineering and design requirements that comply with these conditions.

8. Construction Hours. All site activity required for the construction and operation of the solar energy facility shall be limited to the following:

a. All pile driving activity shall be limited to the hours from the earlier of sunrise or 8 a.m. to the later of 6 p.m. or sunset, Monday through Friday. Applicant may request permission from the Zoning Administrator to conduct piling driving activity on Saturday or Sunday, but such permission will be granted or denied at the sole discretion of the Zoning Administrator; and

b. All other construction activity within the Project Area shall be limited to the hours from the earlier of sunrise or 8 a.m. to the later of 6 p.m. or sunset, Monday through Sunday in accordance with the provisions of the County’s Noise Ordinance and shall not be unreasonably loud for a sustained duration of time as monitored at the property line of the Project Area.

9. Noise. After completion of construction, the solar energy facility, during normal operation, but excluding maintenance, shall not produce noise that exceeds 50 dbA as measured at the property lines
of the Project Area boundary, unless the owner of the adjoining affected property has given written agreement to a higher level.

10. **Setback from Existing Residential Dwellings.** A minimum three hundred and fifty (350) foot setback shall be maintained from Solar Equipment to any adjoining or adjacent residential dwellings (and not the property line) that exist at the time of the approval by the Board of Supervisors. This requirement may be reduced or waived for the life of the solar energy facility, if agreed to, in writing, by the owner of the residence. Transmission lines and poles, security fence, and project roads may be located within the setbacks only where necessary. During construction, the setback may be used for the staging of materials and parking if the buffer is not disturbed. The Applicant shall retain and maintain existing vegetation and timber in the setback that are under the control of the Applicant and located on the Property.

11. **Setback to Property Lines and Rights of Way.**

   a. **Property Line.** A minimum of a fifty (50) foot setback from Solar Equipment to the property line shall be provided around the perimeter of the Solar Equipment where it is adjacent to property not owned by the same property owner as covered in the SUP at the time of the approval by the Board of Supervisors.

   b. **Right of Way.** The Applicant shall provide a minimum of a seventy-five (75) foot setback from Solar Equipment to any adjoining public right of way.

   c. Transmission lines and poles, security fence, and project roads may be located within the setbacks only where necessary.

12. **Setback to Perennial Streams and Connected Wetlands.** As an additional erosion and sediment control and stormwater management precaution, a minimum fifty (50) foot setback shall be maintained from Solar Equipment to the edge of all perennial streams and connected wetlands located within the Project Area. Transmission lines and poles, project roads, erosion and sediment control and stormwater management features may be located within the setbacks where necessary.

13. **Buffer.**

   a. Within the setback, the Applicant shall retain at least a fifty (50) foot buffer of existing vegetation and timber with the intent to substantially obscure from view the Solar Equipment and security fence from the property line. Along the property line where there is no vegetation or timber to retain, the Applicant will supplement the buffer with new plantings in the fifty (50) foot buffer.

   b. Along existing public right-of-way (ROW) where there is existing timber, the Applicant shall retain at least a fifty (50) foot buffer of existing vegetation and timber with the intent to substantially obscure from view the Solar Equipment and security fence from the public right-of-way. Along existing public rights-of-way where there is not at least 50' of vegetation and timber remaining to substantially obscure from view the Solar Equipment and security fence, the Applicant will create a buffer of at least fifty (50) feet. The new buffer will include timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist and subject to the prior written approval of the Zoning Administrator prior to the issuance of a building permit. All plantings installed in the buffer
shall have an anticipated five-year height of six (6) to eight (8) feet after planting and an anticipated mature height of at least twenty (20) feet. Any new plantings shall be planted during the appropriate time of year after the completion of construction of the Project. The buffer may be included in the setback area.

c. The Applicant will maintain all buffer areas with the advice and support of a professional arborist or forester for the duration of the Project’s operational life. Such maintenance may include thinning, trimming, seeding or other modifications to the buffer to ensure the health of the vegetated buffer areas, public safety, and the energy efficiency of the Project. In the event the health of the vegetation within the buffer area is compromised and no longer substantially obscures the visibility of the Solar Equipment and security fence, the Applicant will plant a new buffer, or supplement the remaining buffer, including timber, evergreens, cedars or other vegetation as determined by the Applicant with the advice of a professional arborist or forester.

d. A performance bond reflecting the estimated costs of anticipated landscaping maintenance, as determined by the Applicant with the advice of a professional arborist or forester, shall be posted by the Applicant prior to construction. This ensures buffer landscaping is adequately maintained for the life of the Project.

14. **Fencing.** The Applicant shall install a security fence around the Solar Equipment that is a minimum six (6) feet in height. Fencing must be installed on the interior of the vegetative buffer required in this section so that it is screened from the ground level view of adjacent property owners. The fencing shall be always maintained while the facility is in operation.

15. **Lighting.** Construction lighting shall be minimized and shall be directed downward. Post-construction lighting shall be limited to security lighting only and shall be full cut-off lighting pointed in a down direction. All post-construction lighting shall be dark sky compliant.

16. **Interconnection.** The Project shall not receive a building permit until evidence has been given to Buckingham County that the electric utility company has a signed an interim interconnection service agreement or interconnection service agreement with the permittee.

17. **Decommissioning.** If the solar energy facility is inactive completely or substantially discontinuing the delivery of electricity to an electrical grid for a continuous twelve (12) month period it shall be considered abandoned. The Applicant shall provide notice to County Administrator immediately upon the Project becoming abandoned, inactive and/or shutting down operation. The Applicant or its successor and/or assign ("Project Owner") shall decommission the Project within twelve (12) months abandonment, inactivity, or substantially discontinuing the delivery of electricity to an electrical grid, whichever occurs first. The decommissioning shall be in accordance with a Decommissioning Agreement between the Applicant, Project Owner and the County. If the Project (or relevant part) is not removed within the specified time, the County may cause the removal of the Project with costs being borne by the Project Owner as will be provided for in the approved Decommissioning Agreement. The costs of decommissioning shall be secured by an adequate surety in a form agreed to by the County Attorney, including but not limited to a bond, letter of credit, cash, or a parent guarantee by an investment grade entity. The Applicant’s cost estimate of the decommissioning shall not include the salvage value of the Solar Equipment. The cost estimate of the decommissioning shall be updated by the Applicant every five (5) years and be provided to the County. At its option, the County may require the surety amount be increased based on the new cost of decommissioning. The Decommissioning
Agreement shall be agreed upon and the surety shall be provided before the issuance of the building permit.

18. **Decommissioning Timeframe.** The Project shall be decommissioned within twelve (12) months. The decommissioning shall require (i) the removal of any Project facilities installed or constructed thereupon, (ii) the filling in and compacting of all trenches or other borings or excavations made in association with the Project and (iii) the removal of all debris caused by the Project from the surface and 36" below the surface of the Property.

19. **Training of Emergency Services.** The Applicant shall coordinate with the County’s emergency services staff to provide materials, education, and/or training to the departments serving the solar energy facility regarding how to safely respond to on-site emergencies. Prior to construction, the Applicant shall ensure that emergency services staff has keys and other access to the Property and the Applicant shall provide the County and emergency services with safety data sheets (SDSs) on the Solar Equipment for the life of the project.

20. **Access Roads and Signage.** Access roads are to be marked by the Applicant with identifying signage. The manufacturers’ or installers’ identification and appropriate warning signage shall be posted on or near the panels in a clearly visible manner. The signage must identify the owner and provide a 24-hour emergency contact phone number. Each access gate must also have the signage that identifies the owner and provides a 24-hour emergency contact phone number.

21. **Construction Management.** The following measures will be taken:
   a. A Construction Traffic Management Plan and mitigation measures shall be developed by the Applicant and submitted to the Virginia Department of Transportation (VDOT) and Buckingham County for review. The Plan shall address traffic control measures, an industry standard pre- and post-construction road evaluation, proposed work zones and delivery locations, and any necessary localized repairs (i.e., potholes, wash-boarding of gravel, shoulder rutting, culvert crushing, etc.) to the public road that are required as a result of damage from the Project.
   
   b. During construction, each project entrance will have a dedicated wash station to mitigate natural debris from unintentionally leaving the Project Area. The Applicant will take all reasonable precautions to minimize impact and damage to public roads including regular maintenance, washing and sweeping. If a traffic issue arises during the construction of the Project, the Applicant shall immediately develop with input from the County and VDOT and implement appropriate measures to mitigate the issue.
   
   c. During construction, the Applicant will hold a Townhall every quarter within the County, inviting county officials, neighboring landowners, and the broader Buckingham community. During these townhalls, the Applicant will provide a report on the Project’s construction progress from the previous quarter and summarize construction activity to occur in the subsequent quarter, and provide an opportunity to receive citizen comments.

22. **Parking.** Parking of vehicles or staging of equipment or materials related to construction or decommissioning of the Project shall be limited to the Project Area.
23. **Glare.** All panels will use anti reflective coatings. Exterior surfaces of the collectors and related equipment shall have a non-reflective finish and solar panels shall be designed and installed to limit glare to a degree that no after image would occur, towards vehicular traffic and any adjacent building.

24. **Height.** No aspect of the Solar Equipment shall exceed 17 feet in height, as measured from grade at the base of the structure to its highest point. Such height restriction shall not apply to electrical distribution facilities, substations, or transmission lines.

25. **No County Obligations.** Nothing in this SUP shall be deemed to obligate the County to acquire any interest in property, to construct, maintain or operate any facility or to grant any permits or approvals except as may be directly related hereto.

26. **Severability of Conditions.** If any one or more of the conditions is declared void for any reason whatever, such decision shall not affect the remaining portion of the permit, which shall remain in full force and effect, and for this purpose, the provisions of this are hereby declared to be severable.

27. **Enforcement.** Any infraction of the above-mentioned conditions could lead to a stop order and discontinuation or revocation of the special use permit in accordance with Virginia law.

28. **Road Use Restrictions.** The Applicant will be restricted from using Paynes Road, Georgia Creek Road, Quail Run Lane and the portion of Paynes Pond Road from the intersection of Route 20 to the northern boundary of the Project Area for access to the Project Area during the construction and decommissioning phases of the Project. The Applicant will be restricted from using Paynes Road and Quail Run Lane during the operations and maintenance phases of the Project.

29. **Solar Panel Technology.** The Applicant will be restricted from utilizing photovoltaic panels with internal components containing cadmium telluride. Only silicon type panels, or those other panels that have been established as optimal standard best practice shall be utilized by the Applicant.

30. **Ground Cover; Pollinators.** Prior to the start of construction, the Applicant will perform no less than 10 soil tests in areas across the Project Area to achieve an appropriate sample size of Project Area. The soil tests will be used to inform and develop a comprehensive and detailed vegetative management plan with the intended effect to revegetate the Project Area with ground cover. The vegetative management plan may include the optimal seed types, fertilizer rates, and liming rates (if necessary) to be used for temporary and permanent stabilization. Once operational, the Applicant will maintain ground cover in good condition throughout the operation of the Project. Where grubbing is not required for the construction or operation of the solar farm, or for the installation of erosion control and stormwater management features, existing stumps shall remain in place. The Applicant will consider implementation of Pollinator Habitats where appropriate and in accordance with applicable laws and regulations.
SITING AGREEMENT

This SITING AGREEMENT (together with all exhibits appended hereto, this "Agreement") dated as of ________, 2022 (the "Agreement Date") is made by and between RIVERSTONE SOLAR, LLC a Virginia limited liability company ("Developer"), and THE COUNTY OF BUCKINGHAM, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "Locality"). Developer and the Locality may each be referred to herein as "Party" and collectively, the "Parties."

RECITALS:

WHEREAS, the Developer intends to develop, install, build, and operate a ground-mounted solar photovoltaic electric generating facility ("Project") on certain parcel(s) of land identified as Buckingham County Tax Map Parcels 17-8, 17-9, 17-13, and 18-2 (collectively, the "Property");

WHEREAS, pursuant to Chapter 22, Title 15.2, Article 7.3 of the Code of Virginia titled "Siting of Solar Energy Facilities", the Developer and the Locality may enter into a siting agreement "Siting Agreement" for solar facilities;

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

WHEREAS, after negotiation between the Locality and the Developer, the Parties desire to enter into this Agreement to mitigate certain potential impacts of the Project;

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

WHEREAS, pursuant to Virginia Code § 58.1-3660, since the Locality adopted the Revenue Share Ordinance, 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, pursuant to the requirement in Virginia Code § 15.2-2316.8 (B), the Locality 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 Buckingham County Board of Supervisors (the "Board") 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 Locality and Developer do hereby agree as follows:

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ATTACHMENT H-1
Article I
Project Features, Conditions and Valuation

1. **SUP Conditions.** The Developer acknowledges and agrees that it is subject to all the terms and conditions contained in any special use permit ("SUP") approved by the Board for the Project. Violation by the Developer or by any of Developer's agents, assigns or successors in interest of any terms and conditions of the SUP 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 Locality approval of this Agreement, Developer agrees to provide the Locality with current copies of any real property lease agreements for the Property associated with the Project. Developer may redact any information deemed confidential tax information or proprietary/trade secrets and the Locality shall use reasonable efforts to maintain the confidentiality of the real property lease agreements. However, for any such leases, Developer shall, at the minimum, provide the annual lease payment amounts for each parcel being leased for the Project. Thereafter, should the payment terms be amended in any such lease agreements, the Developer shall forthwith provide such information to the Locality.

3. **Annual Valuation of Taxable Equipment; Updates.** Prior to the date that the Project has commenced commercial operation of electrical generation (the "Commercial Operation Date"), Developer agrees to provide the Locality with a detailed list of capital equipment, 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 applicable state agency, and lists of all other taxable tangible property. Thereafter, when the Developer makes a filing to the State Corporation Commission, the Developer shall also provide the Locality with any updates to this information, including but not limited to all new or replacement solar panels and all other equipment. Developer agrees to provide the Locality all information it may in the future provide to the Virginia State Corporation Commission for the use by the Buckingham County Commissioner of Revenue in valuing such property for assessment purposes.

Article II
Building Permits, Inspections and Fees

1. Following SUP approval, the Locality will endeavor to expedite building permit and site plan approval.

2. Notwithstanding the Locality’s Code of Ordinances and subject to an exemption provided by Virginia law, the Developer shall the pay to the Locality a building permit fee for the Project in an amount not to exceed $250,000. As provided in Virginia Code § 15.2-2316.9, the building permit fee stated in this Agreement shall supersede and replace the building permit fee provided in Section 5-201 of the County’s Building Permit Ordinance last revised October 13,
2020. This sum shall be the County's portion of the building permit and any add on for the State of Virginia shall be in addition to this sum.

3. In addition to the building permit fee, the Developer shall reimburse the Locality for the following direct fees and expenses incurred by the Locality in an aggregate amount which the parties do not reasonably expect to exceed $400,000 prior to the Termination Date (as defined below). In the event that the third party fees and expenses to be reimbursed by the Developer exceed $300,000, the Locality will send notice to the Developer and the Developer shall cooperate in good faith to reimburse the Locality for such fee or expense. For all reimbursable expenses, the Locality will provide the Developer with a reasonable estimate of the third party costs prior the expense being incurred. The reimbursable expenses and fees include the following:

   a. For a qualified consultant(s) to review and comment on the site plan, erosion and sediment control, and storm water management plans submitted to the Virginia Department of Environmental Quality, Soil and Water Conservation District, or other state agency; and, once such plans are approved, the compliance with such plans;

   b. Third-party costs directly related to the Locality's building permit inspections, Erosion and Sediment Control, decommissioning cost estimates, and bi-annual inspections during operations to verify compliance with the SUP;

   c. For a qualified consultant(s) to review and comment on the vegetation to be used in the "buffer areas" and its maintenance, care, and rotation; and

   d. For a qualified consultant(s) to review and comment on the decommissioning agreement.

Article III
Decommissioning

1. Decommissioning and Periodic adjustment of Surety Bond. Prior to the approval of a building permit, the Parties agree to enter into a decommissioning agreement, as provided for in the SUP conditions. The decommissioning agreement will provide for a surety bond, letter of credit or other form of security acceptable to the County Attorney to cover the gross estimated costs of decommissioning the Developer's facilities plus a reasonable allowance for the estimated administrative costs related to a default of the Developer, as required as a condition in the SUP. Further, the Developer recognizes the protection this provides for the Locality and its taxpayers and does not desire to shift that expense to them should the Developer or its successors or the Property owner not be able to comply with the decommissioning requirements. The Locality recognizes that the surety bond, letter of credit or other form of security is an expense to be incurred by the Developer 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 decommissioning to accurately reflect the associated decommissioning costs being insured, but the estimated cost of decommissioning. None of the salvage value will be included in the calculation. Therefore, the Developer, or its successor, agrees to update the gross estimated costs of decommissioning every five (5) years and at such time to reimburse the Locality for an independent review and analysis by a licensed Virginia engineer. The bond, letter of credit or surety amount shall be adjusted every (5) years to ensure it accurately reflects the costs associated with decommissioning of the Project.

2. **Decommissioning Timing.** All or the applicable portion of the Project will be decommissioned in accordance with the requirements of the SUP conditions and the decommissioning agreement. Decommissioning of the Project will be accomplished in not more than 365 days.

3. **Right of Entry for Enforcement and Decommissioning.**

   a. **Enforcement.** Developer shall execute an easement or other instrument reasonably satisfactory to the County Attorney that runs with and encumbers all parcels related to the Project until such time as the decommissioning of the Project is completed, that provides the Locality, its personnel and duly authorized agents the express right of entry upon the Project parcels for the purposes of inspecting solar panels and all appurtenant facilities. The Locality shall provide forty-eight (48) hour notice to the Developer 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 Developer fails to decommission the Project, the Locality shall have unrestricted access to 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 and as provided by Virginia Code § 15.2-2241.2. Such access rights shall remain in effect through decommissioning regardless of whether Virginia Code § 15.2-2241.2 is repealed or otherwise limited in scope from the access rights it provides the Locality as of the date of execution of this Agreement.

**Article IV**

**Payments and Reimbursements**

1. **Payment.** The Developer shall make a supplemental payment (the "Payment") of $1,750,000 within thirty (30) days after the Commercial Operation Date, subject to the adjustment hereinafter set forth.

   2. The Parties acknowledge that the Developer’s obligation to make the any Payment shall be conditioned upon the approval of the SUP, and upon the Project achieving Commercial Operation. The Payment is separate and distinct from the amounts owed pursuant to the Revenue
3. **Statutory Structure of Payments; Statement of Benefit.** The Developer agrees that by entering into this Agreement, pursuant to Virginia Code § 15.2-2316.6 et seq., the Payment is authorized by statute and acknowledges, it is bound by law to make the Payment in accordance with this Agreement. The Parties acknowledge that this Agreement is fair and mutually beneficial to them both. The Parties agree that the funding provided pursuant to this Agreement is beneficial in that it will result in mutually acceptable, steady, predictable, accurate and reasonable payments to the Locality. Developer acknowledges that this Agreement is beneficial to Developer 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 community.

4. **Use of Payments.** The Payment is intended to be used, at the Locality's sole discretion, to (i) mitigate any impacts of the Project; (ii) to address capital needs set out in the (a) current fiscal budget of the Locality, or (b) fiscal fund balance policy adopted by the Locality; or (iii) the deployment of broadband, as defined in § 56-385.1:9, in the Locality.

5. **Adjustment.** The Payment will be adjusted by a credit equal the sum paid the locality for the building permit as set forth in Article II, Section 2.

### Article V

**Comprehensive Plan**

1. **Conformance with Comprehensive Plan.** Upon approval of this Agreement by the Locality and in accordance with Code of Virginia § 15.2-2316.9, the Project and all associated transmission facilities shall be deemed to be "substantially in accord" with the "Comprehensive Plan 2013-2018, County of Buckingham, Virginia", in all respects. The Parties acknowledge that no further finding shall be required by the Locality's Planning Commission pursuant to Code of Virginia § 15.2-2232(A), and the Locality shall consider and be bound by such finding during its consideration of the SUP.

### Article VI

**Miscellaneous Terms**

1. In accordance with Code of Virginia § 15.2-2316.9(B), and as acknowledged and agreed to by the parties, the terms of this Agreement shall control over any Locality ordinance(s) and/or regulation(s) that may be inconsistent with the terms of this Agreement, including any ordinances, regulations, policies, and/or guidelines which are inconsistent with the design, construction, operation and/or maintenance of the Project.

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

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

4. The parties agree and acknowledge that Developer has no obligation to develop the Project and this Agreement does not require that any payment be unless and until a building permit has been requested and approved and after the Commercial Operation Date. It is expressly understood that development of the Project is contingent upon a number of factors and no election by Developer, in its sole discretion, to terminate, defer, suspend or modify plans to develop the Project shall be deemed a default by Developer under this Agreement.

5. The Developer covenants to the Locality that it will pay the Locality the amounts due hereunder when due in accordance with the terms of this Agreement, and, in the absence of a breach or default by Locality of its obligations hereunder, will not seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement. So long as Developer is not in breach of this Agreement during its term, the Locality covenants to the Developer that it will not seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement.

6. Term. This Agreement shall commence on the Effective Date and shall continue until the Termination Date. The Developer shall have no obligation to make payments after the Termination Date. The termination of this Agreement shall not limit the Developer'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.

The “Effective Date” shall be the date when this Siting Agreement has been executed by the Parties.

The “Termination Date” shall be the date when the decommissioning of the site has been completed.

7. Successors and Assigns. This Agreement will be binding upon the successors and assigns of the Developer, and the obligations created hereunder shall be covenants running with the Property upon which the Project is developed. If Developer sells, transfers, leases or assigns all or substantially all of its interest in the Project, this Agreement will automatically be assumed by and be binding on the purchaser, transferee or assignee. Upon such assumption, the sale, transfer, lease or assignment shall relieve the Developer 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 Developer shall execute such
documentation as reasonably requested by the Locality to memorialize the assignment and assumption by the purchaser or transferee.

8. **Memorandum of Agreement.** A 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 Buckingham, Virginia. Such recordation shall be at the Developer’s sole cost and expense and shall occur as soon as reasonably practicable after the full execution of this Agreement. If the Developer chooses to not develop the Project, in its sole discretion, the Locality shall execute a release of the memorandum filed in the aforementioned Clerk’s Office.

9. **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:

Buckingham County  
Buckingham, Virginia 23921  
Attn: Karl Carter, County Administrator

With a copy to:

E. M. Wright, Jr. County Attorney  
PO Box 200  
Buckingham, Virginia 23292

Riverstone Solar, LLC  
c/o Apex Clean Energy  
310 4th St. NE, Suite 300  
Charlottesville, Virginia 22902  
Attn: Jimmy Merrick, Development Manager

With a copy to:

Gentry Locke  
16 Franklin Road, Suite 900  
Roanoke, Virginia 24011  
Attn: Jon Puvak, Esq.

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

10. **Governing Law; Jurisdiction; Venue.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF
CONFLICTS OF LAWS OR OTHER LAWS WHICH WOULD RESULT IN THE
APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HERETO (A)
AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING, AS BETWEEN
THE PARTIES HERETO, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL
BE BROUGHT AND TRIED ONLY IN THE CIRCUIT COURT OF BUCKINGHAM
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.

11. Confidentiality; This Agreement, once placed on the docket for consideration by
the Board, is a public document, subject to production under the Virginia Freedom of Information
Act ("FOIA"). The Locality understands and acknowledges the Developer, and as applicable, its
associates, contractors, partners and affiliates utilize confidential and proprietary "state-of-the-art"
information and data in their operations ("Confidential Information"), and that disclosure of any
information, including, but not limited to, disclosures of technical, financial or other information
concerning the Developer or any affiliated entity could result in substantial harm to them and could
thereby have a significant detrimental impact on their employees and also upon the Locality. The
Locality acknowledges that during the development of this Agreement, certain Confidential
Information may be shared with the Locality by the Developer. Developer agrees to clearly identify
any information it deems to be Confidential Information and not subject to mandatory disclosure
under the FOIA or other applicable law as Confidential Information at the time it provides such
information to the Locality. The Locality agrees that, except as required by law and pursuant to
the Locality’s police powers, neither the Locality nor any employee, agent or contractor of the
Locality will (i) knowingly or intentionally disclose or otherwise divulge any such confidential or
proprietary information to any person, firm, governmental body or agency, or any other entity
unless the request for Confidential Information is made under a provision of Local, State or Federal
law. Upon receipt of such request but before transmitting any documents or information which
may contain Confidential Information, the Locality will contact Developer to review the request
for information and associated documents to determine if any Confidential Information is at risk
of disclosure. If Confidential Information exists, Developer may intervene on behalf of the
Locality and defend against disclosure of the Confidential Information. The Locality agrees to
cooperate in this defense and to the extent allowed by law, work to protect the Confidential
Information of the Developer.

12. 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 Locality meeting vote or procedures, undertake reasonable efforts to amend and or reauthorize this Agreement so as to render the invalid provisions herein lawful, valid and enforceable. If the Parties are unable to do so, this Agreement shall terminate as of the date of such determination of invalidity, and the Property and the 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.

13. **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, including any prior siting agreements executed by the Parties. No provision of this Agreement can be modified, altered or amended except in a writing executed by all Parties hereto.

14. **Presumption.** This Agreement was drafted with input by the Locality and the Developer, and no presumption shall exist against any Party.

15. **Non-Business Days.** If the date for making any payment or performing any act or exercising any right is not a day when financial institutions are open for business in the

16. **Liability of Officers and Agents.** No officer, agent, or employee of the Locality or Developer or its affiliates shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

17. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. 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.

18. **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.
19. **Representations.** Each Party represents as follows:
   a. It has the power and authority to enter into and perform this Agreement; and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or governmental action, as applicable; and
   b. No suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of its knowledge, has been threatened against it that would affect the validity or enforceability of this Agreement or its ability to fulfill its commitments hereunder, or that would, if adversely determined, have a material adverse effect on its performance of this Agreement.

20. **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.

Execution of this document is on the following page.
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.

Board of Supervisors
County of Buckingham

By: __________________________
Title: _________________________

APPROVED AS TO FORM:

By: __________________________
E. M. Wright, Jr., Jr., Esquire

RIVERSTONE SOLAR, LLC
By: Apex Clean Energy Finance, LLC
Its: Sole Member

By: Apex GBR, LLC
Its: Sole Member

By: Apex Clean Energy Holdings, LLC
Its: Manager

By: __________________________
Name: Ken Young
Title: COO
THE CODY WOODSON MEMORIAL SCHOLARSHIP

The family of Cody A. Woodson is requesting that the Board of Supervisors authorize a contribution by the County of $2,000.00 to $4,000.00 to the Cody Woodson Memorial Computer Science Scholarship, VCU College of Engineering, Box 843042, Richmond, VA 23284-3042. VCU will match the contribution if the family can raise $50,000.00 and create a $100,000.00, perpetual scholarship fund benefiting students of computer science. Cody graduated with honors from BCHS in 2018. While at BCHS, he attended and graduated from the Governor's School. Cody was able to juggle his time between academics and sports by playing both soccer and football for BCHS. Cody was a junior at VCU where he was the president of the Linux Users Group (a computer science club) and had already secured an internship at Geodecisions.

Cody was shot multiple times and killed by an unknown assailant in cold blood for no known reason on April 5, 2021 while taking his trash to his apartment dumpsters.

From June, 2021 to date, the family, led by Cody’s mother Angie Wright, has raised more than $37,000.00 from community donors, bake sales, Brunswick stews, barbecues, yard sales along with continuing sales of bracelets, tee-shirts and sweat shirts.
BCHS grad killed in Richmond

BY ALEXA MASSEY
The Farmville Herald

Locals are mourning and looking for answers following the shooting death of a 2018 Buckingham County High School (BCHS) graduate.

According to a press release from the Richmond Police Department, at approximately 8:12 p.m. Monday, April 5, officers were called to the 400 block of Gilmer Street in Richmond for the report of a shooting.

Officers arrived and located a male with an apparent gunshot wound who was on the sidewalk and unresponsive.

The victim, identified as Cody Woodson, 20, of Buckingham, was pronounced dead at the scene.

According to WTVR CBS 6 news, Woodson’s death occurred just 24 hours after a 17-year-old was also shot and killed on the same street. It is unclear at this time if the two events are related.

Woodson played football and soccer while he was a student at Buckingham High School. He was a student at Virginia Commonwealth University (VCU).

Tuesday afternoon, April 6, VCU senior vice president for academic affairs Gail Hackett sent out an email to all students notifying them of the incident.

“I know you join us in sending our thoughts and prayers to Cody’s family and friends during this difficult time of great loss,” Hackett wrote.

The email stated VCU’s Counseling Center had been alerted to the news, and services are available to any student in need of assistance in dealing with the tragic event. The release also noted the VCU Police Department, in response to the shooting, has increased its patrols in the Carver neighborhood.

A GoFundMe was set up Wednesday to help pay for Woodson’s funeral expenses.

Anyone with information regarding the incident is asked to call Major Crimes Detective J. Higgins at (804) 646-7570 or Crime Stoppers at (804) 780-1000. The P3 Tips Crime Stoppers app for smartphones also may be used.

All Crime Stoppers reporting methods are anonymous.
CODY WOODSON MEMORIAL SCHOLARSHIP
DONATIONS

Cody Woodson, Buckingham Graduate Class of 2018, was murdered April 5th, 2021, while he was taking out his trash. He was in his Junior year at VCU.

In Cody’s honor, VCU has started an $100,000 scholarship in his name for students in the years to come. The only thing we can do now is to help raise money to keep his memory alive. Donation information is below:

1. Online: Go to VCU’s website and click on “Give to VCU” in the upper right hand corner. Click on “Search” and type in Cody Woodson. From there it will let you put in any dollar amount.

2. Check via Mail: Cody Woodson Computer Science Scholarship, VCU College of Engineering, Box 843042, Richmond, VA 23284-3042

3. All cash donations will be given to VCU for his memorial scholarship.