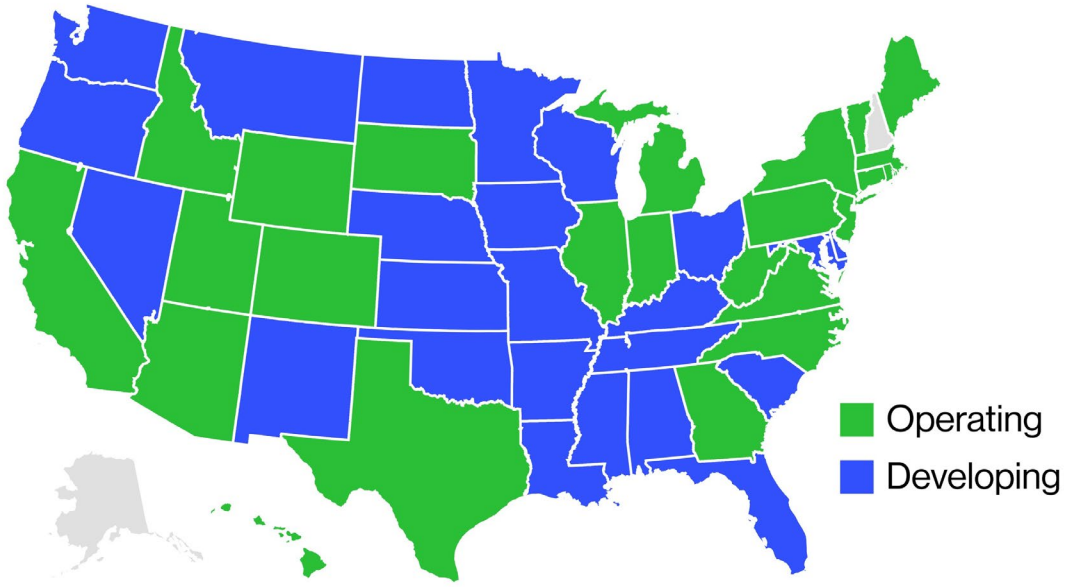

Pullman Solar (Lee Township, MI)

Heart Pine Solar
Marion County

Planning and Zoning Commission

March 5, 2024

AES Clean Energy in the US



5.1 GW
operating

3.4 GW
under construction

51 GW
in development

About AES

Founded in 1981, The AES Corporation (AES) is a Fortune 500 global energy company accelerating the future of energy. Headquartered in Arlington, Virginia, AES delivers innovative clean energy solutions that are flexible and tailored to meet the specific needs and objectives of our customers.

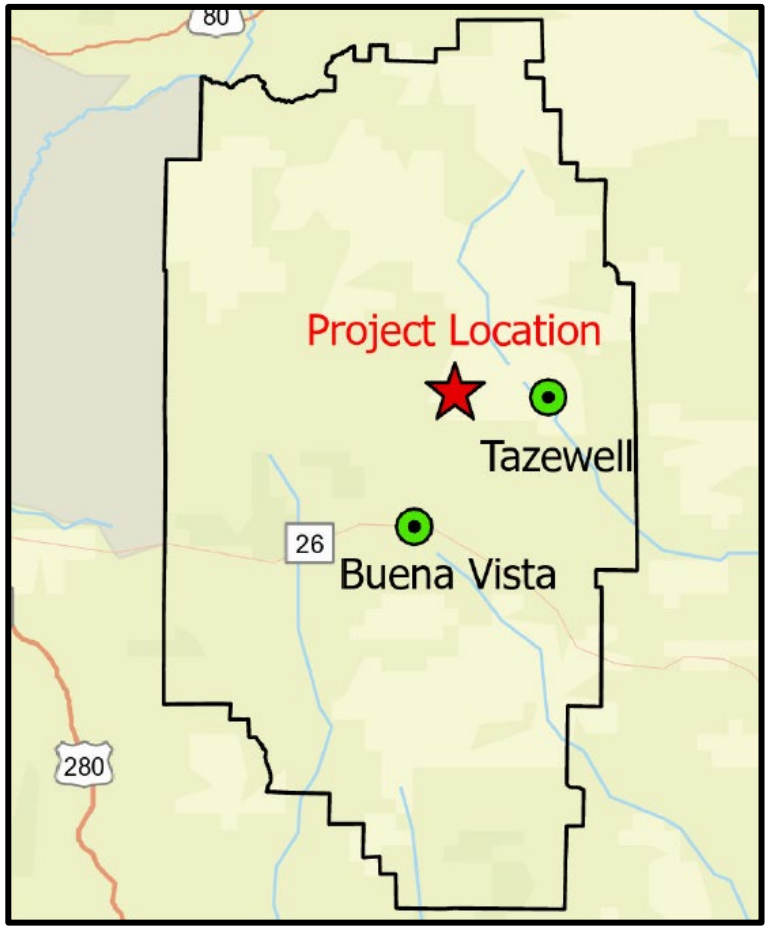
Our work

AES owns and operates more than 540 utility-scale and community solar, wind, energy storage and hybrid projects across 24 states in the US. We deliver cost-competitive clean energy to utilities, communities, corporations, and organizations to meet their clean energy and sustainability commitments both today and into the future.

Heart Pine Solar

- **150 MW** proposed solar project
- Located 4 miles northeast of Buena Vista and 1.25 miles west of Tazewell
- Planned start of construction in 2026-2027 and commencement of operations in 2028-2029


Great Cove Solar (Fulton County, PA)



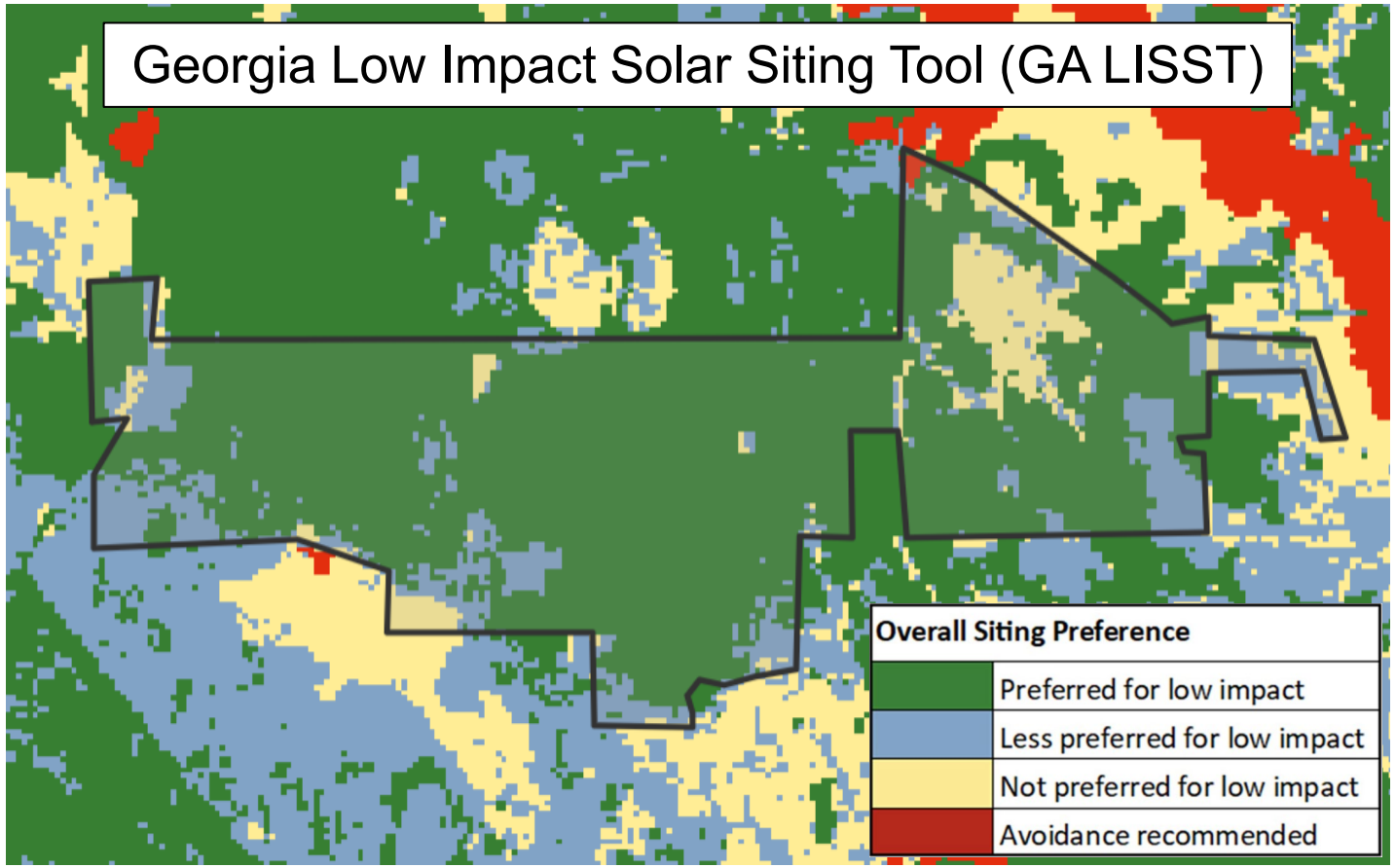
Standard #1

"The approval will not be detrimental to the health, safety, and general welfare of the county."

- Solar technology is safe, proven, and effective
- Heart Pine is designed and will be constructed to have minimal impacts on the land and comply with all applicable rules and regulations designed to protect people and the environment
- Siting and environmental diligence that inform project design ensure the project has minimal impacts and is not detrimental to health, safety or the general welfare of the county
- Heart Pine will provide significant property tax revenue which the county may use to address their needs

Siting

- Project was sited with the assistance of the Georgia Low Impact Solar Siting Tool (GA LISST)
  - GA LISST was developed through coordination with Georgia Department of Natural Resources, The Nature Conservancy, and the US Fish and Wildlife Service
  - GA LISST indicates the vast majority of the project area is preferred for low impact solar development



Environmental Diligence

- **Natural Resource Studies Completed**
  - Phase I Environmental Site Assessment
  - Wetland Desktop Evaluation
  - Wetland Delineation
  - Threatened & Endangered Species (T&ES) Desktop Evaluation
  - T&ES Habitat Suitability Survey

- **Cultural Resource Studies Completed**
  - Cultural Phase IA

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION

U.S. FISH & WILDLIFE SERVICE
DEPARTMENT OF THE INTERIOR

US Army Corps of Engineers®

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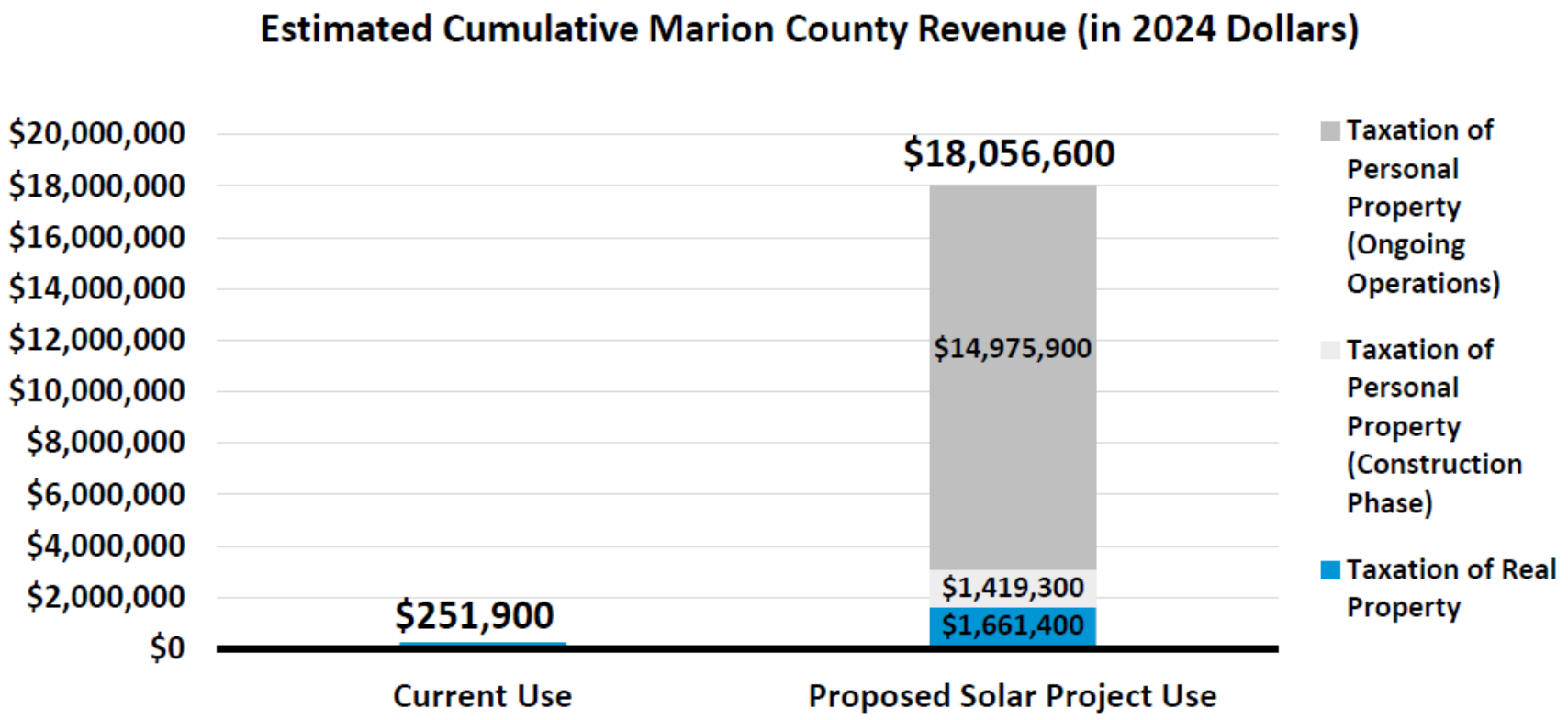
Beneficial, Not Detrimental, to General Welfare



- Estimated $18 million in property tax revenues over life of project
- Estimated 288 jobs during construction period
- Minimal burden on the county for additional services to support the project

Standard #2

"The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood, nor affect adversely the health and safety of residents and workers."

- Solar is a quiet, peaceful neighbor
- No noticeable increase in traffic from the project once in operations
- Setbacks, vegetative buffers, and design standards blend the project with the surrounding area
- Safety measures, such as fencing and signage, will be in accordance with applicable local, state, and federal regulations

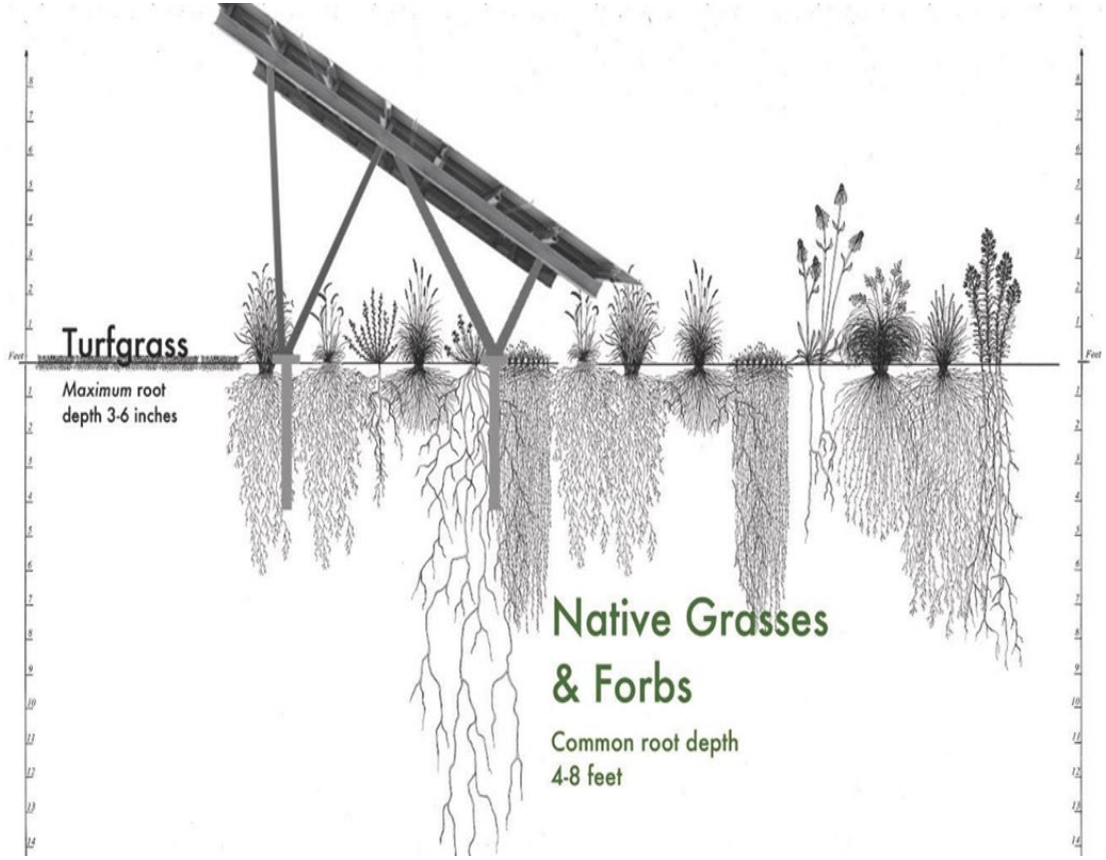
Road Improvements

- Dirt roads around project area would be improved to enable construction (primarily Morgan Ford Road)
- Improvements would be funded by the project and coordinated with the county through a Road Use Agreement
- Neighbors and travelers throughout this area would benefit from improved roadways

Morgan Ford Road – Current Conditions

Design

- Design standards:
  - Setbacks in compliance with county ordinance for AG district
  - Vegetative buffer of 10-foot width around entire project perimeter
  - Minimum 7-foot fencing around project equipment
  - Wildlife corridors to promote continued access for animals
  - Planting of native vegetation seed mix throughout project area



Land Preservation and Decommissioning

- Solar is a land use that preserves the land for future uses
- Decommissioning and Reclamation Plan will include:
  - Removal of all project equipment
  - Restoration of land
  - Re-seeding of vegetation where needed for soil stabilization
  - Decommissioning financial assurance structure

Standard #3

"The proposed use shall not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement noise or fume generation or type of physical activity."

- Solar is generally a passive use once constructed
- A solar project generates no odor and no traffic that creates a nuisance or hazard
- No discernable noise outside project property with design setbacks
- Full-time on-site staff ensure project maintenance

Standard #4

“The proposed use shall not be affected adversely by the existing uses, and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.”

- Current land use is complimentary to a solar project
- Design confirms property size is more than sufficient

Current Use, Diligence, and Design

- Current land use is primarily pastureland, some wooded areas, some cropland, and hosting a transmission line
- Voluntary land agreements enable development, construction, operations, and decommissioning
- Diligence supports that no existing uses cause complications for a solar project
- Conceptual site plan shows proposed use is placed on a property of more than sufficient size to house the solar project

Project Area
Picture from Morgan Ford Road Facing Southwest

Standard #5

"Parking and all development standards set forth for each particular use for which a permit may be granted have been met."

- As proposed, the project meets and, in many instances, exceeds, all applicable county development standards, including with respect to setbacks, vegetative buffering, fencing, planting of native vegetation, and inclusion of wildlife corridors
- Parking for operation and maintenance staff will be onsite and in accordance with applicable ordinance requirements

Conclusion

Heart Pine Solar, as proposed, meets and, in many instances, exceeds, applicable county standards and requirements. Based on the evidence presented in the application materials and testimony, the project:

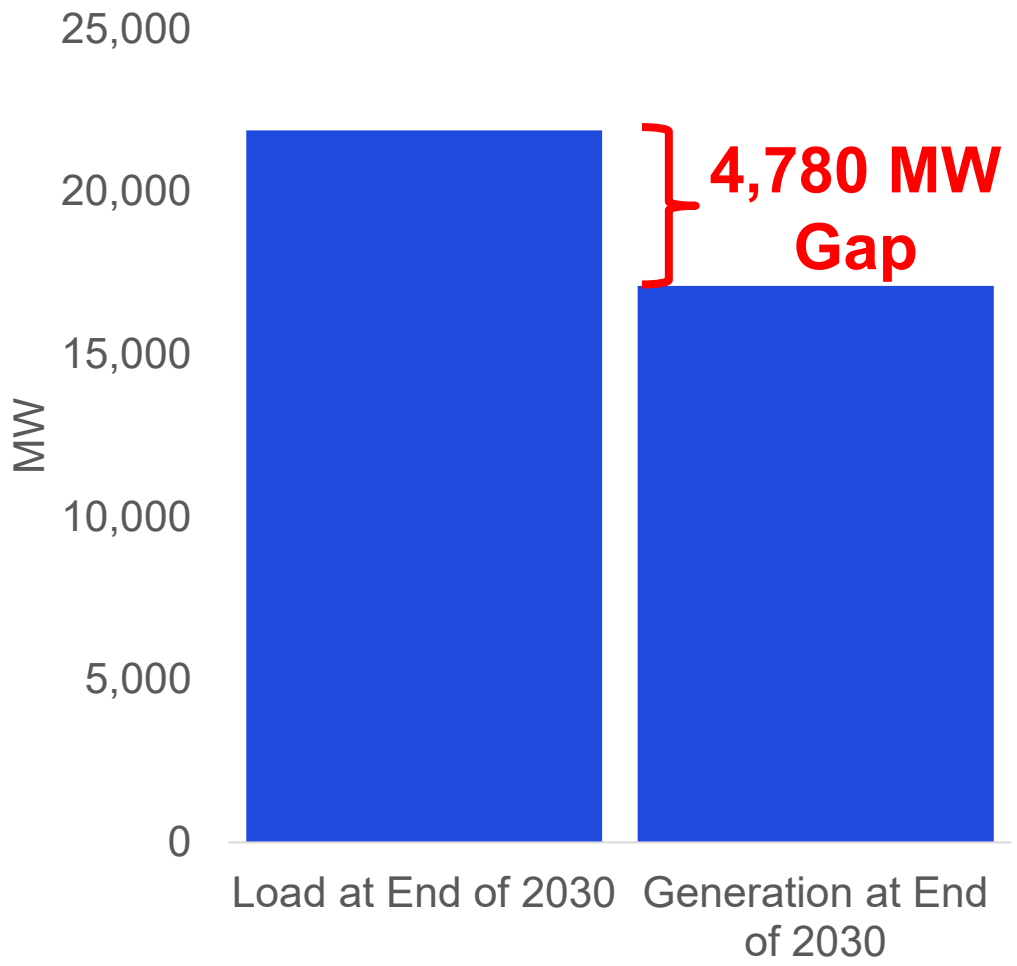
- will not be detrimental to the health, safety, and general welfare of the county;
- will not be detrimental to the use or development of adjacent properties or the general neighborhood, nor affect adversely the health and safety of residents and workers;
- will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement noise or fume generation or type of physical activity;
- will not be affected adversely by the existing uses, and the proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use; and
- meets parking and all development standards set forth for the particular use of solar

Spotsylvania Solar Energy Center
(Spotsylvania County, VA)

Appendix

Project Need and Necessity

- New industry and increasing population in Georgia is causing significant load growth
- Several currently online generation plants are aging, no longer economically viable to run, and scheduled to be retired
- Without new electricity generation projects, Georgia Power projects a gap of 4,780 MW between load and generation in 2030[1]



Sources:
[1] Georgia Power 2023 Integrated Resource Plan Update

Georgia Legislature House Bill 300

- The Georgia legislature is currently considering a bill (HB 300) that would require decommissioning obligations, including decommissioning security, for solar projects
- A copy of the bill in its current form (as of March 1, 2024) is attached for reference

House Bill 300 (COMMITTEE SUBSTITUTE)

By: Representatives Kelley of the 16th, Williamson of the 112th, Stephens of the 164th, and Blackmon of the 146th

A BILL TO BE ENTITLED

AN ACT

To amend Article 1 of Chapter 3 of Title 46 of the Official Code of Georgia Annotated, relating to generation and distribution of electricity generally, so as to provide for required provisions in solar power facility agreements relative to responsibilities of grantees to decommission certain solar power equipment; to provide for definitions; to provide for remedies; to provide for financial assurance for required decommissioning activities; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Article 1 of Chapter 3 of Title 46 of the Official Code of Georgia Annotated, relating to generation and distribution of electricity generally, is amended by adding a new part to read as follows:

″Part 5

46-3-67.

As used in this part, the term:

(1) 'Commercial operations date' means the date on which a solar power facility generates electrical energy for sale to an electric supplier. Such term does not include the generation of electrical energy or other operations conducted before that date for purposes of maintenance or testing.

(2) 'Electric supplier' has the same meaning as provided in Code Section 46-3-3.

(3) 'Financial assurance' means a surety or performance bond that:

(A) Renews automatically; and

(B) Is issued by a company that is listed on the United States Department of the Treasury's List of Certified Companies and that has a financial strength rating of at least an 'A' as rated by A.M. Best Company, Inc.; Moody's Investors Service, Inc.; Standard and Poor's Corporation; or a similar rating agency.

(4) 'Grantee' means a person who leases property from a landowner and who operates a solar power facility on said property.

(5) 'Solar energy device' means a solar energy collector or solar energy system that provides for the collection of solar energy or the subsequent use of such energy as thermal, mechanical, or electrical energy.

(6) 'Solar power facility' means a solar energy device that does not meet the definition of solar technology pursuant to Code Section 46-3-62, or the integrated collection of such devices, together with any equipment or other personal property and improvements under common ownership that are used to support the operation of such a solar energy device or solar energy devices, including, but not limited to, underground or aboveground electrical transmission or communications lines, electric transformers, battery storage

facilities, telecommunications equipment, roads, meteorological towers, and maintenance yards.

(7) 'Solar power facility agreement' means any lease agreement for real property in this state between a grantee and a landowner that authorizes the grantee to operate a solar power facility on the leased property.

46-3-68.

(a) The provisions of this part shall only apply to solar power facility agreements that are executed or renewed on or after July 1, 2024.

(b) Any provision in a solar power facility agreement that purports to waive a right or exempt a grantee from a liability or duty established by this part shall be void.

(c) Any person who is harmed by a violation of this part shall be entitled to appropriate injunctive relief to prevent further violation of this part.

(d) The provisions of this Code section are not exclusive. The remedies provided in this Code section are in addition to any other procedures or remedies provided by law.

46-3-69.

(a) A solar power facility agreement shall provide that the grantee shall be responsible for removing the grantee's solar power facilities from the landowner's property upon the termination of the lease and that the grantee shall, in accordance with any other applicable laws or regulations, safely:

(1) Clear, clean, and remove from the property all grantee owned solar energy devices and all grantee owned equipment, personal property, and improvements used to support such devices;

(2) For each foundation of a solar energy device, transformer, or substation installed on the property by the grantee:

(A) Clear, clean, and remove the foundation from the ground to a depth of at least three feet below the surface grade of the land in which the foundation is installed; and

(B) Ensure that each hole or cavity created in the ground by such removal is filled with soil of the same type or a similar type as the predominant soil found on the property;

(3) For each cable, including power, fiber-optic, and communications cables, installed underground by the grantee:

(A) Clear, clean, and remove the cable from the ground to a depth of at least three feet below the surface grade of the land in which the cable is installed; and

(B) Ensure that each hole or cavity created in the ground by such removal is filled with soil of the same type or a similar type as the predominant soil found on the property; and

(4) Clear, clean, and remove from the property each overhead power or communications line installed on the property by the grantee.

(b) A solar power facility agreement shall provide that, at the request of the landowner, the grantee shall:

(1) Clear, clean, and remove each road constructed on the property by the grantee; and

(2) Ensure that each hole or cavity created in the ground by such removal is filled with soil of the same type or a similar type as the predominant soil found on the property.

(c) A solar power facility agreement shall provide that, at the request of the landowner, the grantee shall:

(1) Remove from the property all rocks more than 12 inches in diameter excavated during the decommissioning or removal of the grantee's solar power facilities;

(2) Return the property to a tillable state using scarification, V-rip, or disc methods, as appropriate; and

(3) Ensure that:

(A) Each hole or cavity created in the ground by such decommissioning or removal is filled with soil of the same type or a similar type as the predominant soil found on the property; and

(B) The surface is returned, as near as reasonably possible, to the same condition as before the grantee dug holes or cavities, including, but not limited to, by reseeding pastureland with native, naturalized, and introduced grasses and legumes prescribed by an appropriate governmental agency, if any.

(d) A landowner shall make any request provided by a solar power facility agreement pursuant to subsection (b) or (c) of this Code section no later than 12 months after the later of:

(1) The date on which the solar power facility is no longer capable of generating electricity in commercial quantities, except when such inability to generate electricity is the result of an event of force majeure or when the grantee is in the process of repairing the solar power facility, provided that, in either case, the solar power facility resumes generating electricity in commercial quantities within 180 days;

(2) The date the landowner receives written notice of intent to decommission the solar power facility from the grantee; or

(3) The date the solar power facility agreement is terminated.

46-3-69.1.

(a) A solar power facility agreement shall provide that:

(1) The grantee shall obtain and deliver to the landowner and record with the clerk of the superior court of the county where the solar power facility is located evidence of financial assurance that conforms to the requirements of this subsection to secure the performance of the grantee's obligation to remove the grantee's solar power facilities located on the landowner's property pursuant to Code Section 46-3-69;

(2) The amount of the financial assurance shall be:

(A) At least equal to the estimated cost of removing the solar power facilities from the landowner's property and restoring the property to the conditions described in Code Section 46-3-69:

(i) Minus the salvage value of the solar power facilities; and

(ii) Plus any portion of the value of the solar power facilities pledged to secure outstanding debt; and

(B) Determined by an independent, third-party professional engineer licensed in this state;

(3) The grantee shall deliver to the landowner an updated estimate, prepared by an independent, third-party professional engineer licensed in this state, of the removal costs and the salvage value of the solar power facilities:

(A) No later than 20 years after the commercial operations date of the solar power facilities; and

(B) At least once every five years after the commercial operations date of the solar power facilities for the remainder of the term of the agreement;

(4) The grantee shall be responsible for ensuring that the amount of the financial assurance remains sufficient to cover the amount required by paragraph (2) of this subsection, consistent with the estimates required by paragraph (3) of this subsection;

(5) The grantee shall be responsible for the costs of obtaining financial assurance and costs of determining the estimated removal costs and salvage value; and

(6) The grantee shall deliver the financial assurance not later than the commercial operations date of the solar power facilities.

(b) No county or municipal corporation shall impose on a grantee who has entered into a solar power facility agreement that conforms to the requirements of this Code section financial assurance requirements relating to the removal or decommissioning of solar power facilities.

(c) No grantee shall cancel the financial assurance delivered to the landowner pursuant to this Code section before the date the grantee has completed the grantee's obligation to remove the grantee's solar power facilities located on the landowner's property in the manner provided by this part, unless the grantee provides the landowner with replacement financial assurance at the time of or before such cancellation. In the event of a transfer of ownership of the grantee's solar power facilities, the financial assurance provided by the grantee shall remain in place until the date on which evidence of substitute financial assurance meeting the requirements of this part is provided to the landowner."

SECTION 2.

This Act shall become effective on July 1, 2024.

SECTION 3.

All laws and parts of laws in conflict with this Act are repealed.