

Potential Conditions for Zoning

1. That Duke Energy will provide financial assurance of the availability of decommissioning funds in the form of a surety bond, or other agreed upon instrument, in the amount deemed acceptable by the Decommissioning Plan approved by the North Carolina Department of Health and Human Services, or any other Department of the State of North Carolina pursuant to N.C.G.S. 130A-309.240(d)(1) and (e)(5). Said surety bond shall name the County of Stokes as the obligee. Providing such financial assurance to Stokes County will be done at an agreed upon date between Duke Energy and Stokes County.
2. That Duke Energy will provide copies of any reports being sent to the North Carolina Department of Environmental Quality regarding this specific project.
3. That Duke Energy will not utilize any solar modules containing per- and polyfluoroalkyl substances (also known as PFAS). Duke Energy will require that any manufacturer of the solar modules utilized in this project submit a letter certifying that the subject products are free from PFAS. Duke Energy will provide copies of said letter to the County.
4. That Duke Energy will commission, or require the property owner to commission, a cultural resources survey prior to the initiation of construction to ensure that culturally sensitive sites are protected. If any culturally sensitive sites are located through the survey, no construction activity will take place within 50 feet of said culturally sensitive sites. For the purposes of this provision, culturally sensitive sites shall mean the known locations of human remains, or any site determined by the North Carolina State Historic Preservation Office of requiring a buffer from construction activities.
5. That Duke Energy will construct a vegetative buffer made up of drought-tolerant evergreens which shall be located as shown on the landscape plan submitted to the County as part of the application. Said evergreens shall be a minimum of four feet tall when initially planted. There shall be no more than ten feet between each planting. The vegetative buffer shall be inspected by Duke Energy at least annually, and any plants found missing or damaged shall be replaced within 3 months after discovery. Duke Energy shall provide copies of the annual assessment and descriptions of corrective actions to the County.
6. That Duke Energy will provide financial assurance of vegetative buffer maintenance in the form of a surety bond, or other agreed upon instrument, in the amount of 10% of the initial cost of the implementation of the vegetative buffer. Said surety bond shall name the County of Stokes as the obligee. Said surety bond shall be maintained for a period of fifteen years after the construction of this specific project. After fifteen years have elapsed, if the vegetative buffer has been maintained adequately, the surety bond amount may be reduced in amount to 5% of the initial cost of implementation of the vegetative buffer for the duration of the project.