



COMMONWEALTH OF VIRGINIA  
**County of Henrico**

**Contract**  
**Contract No. 2798A**

This Contract (this “Contract”) entered into this 14th day of August 2025 (the “Effective Date”), by the County of Henrico, Virginia and the County School Board of Henrico County, Virginia (collectively, referred to as the “County”) and DE Solutions Solar Development, LLC, a Virginia limited liability company, and its successors it assigns (the “Contractor”).

**WHEREAS** the County has awarded the Contractor this Contract pursuant to Request for Proposals No. 25-2798-1JEC, as modified by any addenda (the “Request for Proposals”), for the purchase of solar power.

**WITNESSETH** that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall sell solar power to the County as set forth in the Contract Documents.

- (1) **COUNTY PARTIES:** The County of Henrico and the County School Board independently own real property. The County of Henrico and County School Board will negotiate and sign site-specific power purchase agreements, lease agreements, and related documents, if any, pursuant to this Contract. The County of Henrico will not have any rights or obligations on any such contract of the County School Board, and vice versa.
- (2) **COMPENSATION:** The County will pay the Contractor pursuant to the applicable Solar Power Purchase Agreement with the annual pricing for New Sites determined as set forth in Section 4 below.
- (3) **FOUR INITIAL SITES:** As described in the RFP, Contractor will initially complete solar installations at four sites (HCPS: Hermitage High School Advanced Career Education (“ACE”) Center, New Jackson Davis Elementary School, New R.C. Longan Elementary School and Virginia Randolph Academy) (the “Four Sites”). Contractor and the County, as applicable, will enter into a Solar Power Purchase Agreement and a Site Lease Agreement for each of the Four Sites. As of the date of this Contract, Jackson Davis ES and R.C. Longan ES are under construction. The parties acknowledge and agree that (i) Contractor cannot begin its work under the applicable Solar Power Purchase Agreement and Site Lease Agreement until such construction is complete; and (ii) Contractor’s work may be delayed if construction delays arise or may be impossible if there is a casualty event.
- (4) **NEW SITES:** The County may request Contractor to identify and evaluate other prospective sites upon the County’s request as described in the Contract Documents (each, a “New Site”). Upon the County’s request, Contractor will perform a solar feasibility study and cash flow analysis for each New Site as described in the Contract Documents. If the County opts to proceed with a New Site, Contractor will offer pricing equal to or less than the pricing listed in the table below, provided the County and Contractor shall renegotiate such pricing in the event of changes to the applicability or availability of any currently effective tax credits. In its discretion, Contractor will take the conditions and characteristics of the New Site into consideration in determining whether to offer pricing less than the pricing listed below. This paragraph constitutes the “Annual Pricing Agreement.”

Capacity	1% Escalated Rate	Flat Rate
<100 kW <sub>dc</sub>	\$0.133 /kWh	\$0.145 /kWh
100-250 kW <sub>dc</sub>	\$0.124 /kWh	\$0.135 /kWh
251-500 kW <sub>dc</sub>	\$0.119 /kWh	\$0.130 /kWh
501-715 kW <sub>dc</sub>	\$0.113 /kWh	\$0.123 /kWh
716-1000 kW <sub>dc</sub>	\$0.110 /kWh	\$0.120 /kWh
>1000 kW <sub>dc</sub>	\$0.107 /kWh	\$0.117 /kWh

**Assumptions**

1. IRC §48 Federal Investment Tax Credit remains available
2. Environmental attributes accrue to Henrico County; Dominion offers a 1.9¢/kWh decrease on the above escalated rates or 2.1¢/kWh decrease on the flat rates were the environmental attributes to accrue to Dominion
3. No utility interconnection upgrades assumed; for every \$10,000 of interconnection upgrades incurred, Dominion proposes a rate increase as follows:
  - systems 251 – 500 kW<sub>dc</sub>: 0.22¢ increase per \$10K
  - systems 501 – 715 kW<sub>dc</sub>: 0.11¢ increase per \$10K
  - systems 716 – 1000 kW<sub>dc</sub>: 0.08¢ increase per \$10K
  - systems over 1000 kW<sub>dc</sub>: 0.05¢ increase per \$10K
4. Notwithstanding adjustments in 2 and 3 above, rates represent a ceiling assuming conservative solar production; Dominion would lower the rates for every 100 kWh production per kW<sub>dc</sub> above 1,200 by 1¢/kWh
5. Above pricing for rooftop projects only; Dominion can offer bespoke pricing for canopy and ground-mount projects with a not-to-exceed rate of \$0.219 for canopy and \$0.189 for ground-mounts subject to the above adjustments in 2 and 3 above

**(5) CONTRACT TERM:**

- a. This Contract is effective upon its full execution. This Contract will remain in force until the last Power Purchase Agreement or Site Lease Agreement issued hereunder expires or is terminated. The term of any Power Purchase Agreement issued hereunder will be a maximum of thirty (30) years for ground-mounted installations and a maximum of twenty-five (25) years for rooftop solar installations.
- b. *Annual Pricing Agreement.* The initial term of Annual Pricing Agreement shall be for one (1) year from the date this Contract is fully executed with four (4) one- (1-) year renewal options, which the County may exercise in its sole discretion. Contractor shall provide the County with at least ninety (90) days’ prior written notice in the event Contractor elects to not seek renewal. The Annual Pricing Agreement may not be extended beyond 5 years.
- c. *New Sites.* At any time during the term of this Contract (including any renewals), the County may enter into additional Solar Power Purchase Agreements with terms not to exceed 30 years.

- (6) SOVEREIGN IMMUNITY:** Notwithstanding any contrary language in the Contract Documents, the County neither waives nor abrogates its sovereign immunity or any other immunity to which the County is legally entitled, in part or in whole, in any manner, under any theory.

- (7) **MERGER:** The Contract Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Contract may be modified only in writing, signed by both the County and Contractor.
- (8) **SEVERABILITY:** If any provision of the Contract Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract Documents shall not be affected thereby and each other provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (9) **CLAIMS:** Contractor shall submit any and all claims arising under this Contract, without exception, in accordance with Va. Code §2.2-4363(C).
- (10) **NEGOTIATED MODIFICATIONS.** The parties have mutually agreed to modify the General Contract Terms and Conditions of the Request for Proposals as follows:
- a. Sec. II(C)(5) is reworded to read as follows: *In the event that emergency roof repairs or solar PV system repairs are necessary for building integrity or safety reasons, Successful Offeror will make commercially reasonable efforts to remove or relocate the solar PV system or repair the solar PV system, as applicable, as soon as commercially possible.*
  - b. Sec. II(D) is reworded to read as follows: *At the end of the Contract, if the County does not elect to retain the solar PV system for self-operation, the Successful Offeror shall, at its expense, decommission, remove and properly dispose the solar PV system from the facility(s) and make commercially reasonable efforts to restore all elements of the facility(s) affected by the installation or removal of the solar PV system to its pre-project condition excepted for normal wear and tear which would otherwise occur over the term of the Contract.*
  - c. A new Sec. II(KK) is added, which reads as follows: *The use of forced or indentured child labor in the performance of this contract is prohibited. After the Effective Date, the Contractor must include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.*

**CONTRACT DOCUMENTS:** This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”), which shall control in the following descending order:

1. This Contract between the County and Contractor
2. Power Purchase Agreement, one per site, each substantially in the form of Exhibit B
3. The General Contract Terms and Conditions included in the Request for Proposals (Exhibit A)
4. Contractor’s Best and Final Offer date May 1, 2025 (Exhibit C)
5. The Scope of Services in the Request for Proposal (Exhibit D)
6. The Contractor’s proposal dated February 11, 2025 (Exhibit E)

*Remainder of page intentionally left blank. Signature page follows.*

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

DE Solutions Solar Development, LLC  
600 E. Canal Street, 14<sup>th</sup> Floor  
Richmond, VA 23219



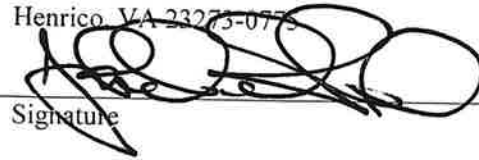
Signature

Nathan Frost  
Authorized Representative

07/31/2025

Date

County of Henrico, Virginia  
P.O. Box 90775  
Henrico, VA 23273-0775



Signature

John Vithoukas  
County Manager

8/20/2025

Date

County School Board of Henrico County,  
Virginia  
406 Dabbs House Road  
Henrico, VA 23223



Signature

Dr. Amy E. Cashwell  
Superintendent

8/21/2025

Date

APPROVED AS TO FORM:



Assistant County Attorney

8/20/25

Date