Andy Beshear
Governor

John Lyons
Secretary
Energy and Environment Cabinet

Angie Hatton
Chair

Commonwealth of Kentucky
Kentucky State Board on Electric Generation and Transmission Siting
211 Sower Blvd.
Frankfort, Kentucky 40601-8294
Telephone: (502) 564-3940
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October 29, 2026

Rebecca Price
Sturgill, Turner, Barker and Moloney, PLLC
333 W. Vine Street, Suite 1500
Lexington, KY 40507

Re: CASE NO. 2026-00256 - Filing Deficiency
South Fork Solar, LLC
(Merchant Plant)

Dear Ms. Price:

Siting Board Staff has reviewed the application in the above case. This filing is rejected for the reason(s) set forth below.

1. KRS 278.706 Section 2(m)(5):

b. The bond or other similar security names: i. For property that is leased by the applicant, each landowner from whom the applicant leases land and the Energy and Environment Cabinet as the primary co-beneficiaries; or ii. For property that is owned by the applicant, the Energy and Environment Cabinet as the primary beneficiary;

c. If the merchant electric generating facility is to be located in a county or municipality that has not established a decommissioning bond or other similar security obligation, the bond or other similar security shall name the county or municipality as a secondary beneficiary with the county's or municipality's consent;

d. The bond or other similar security shall be provided by an insurance company or surety that shall at all times maintain at least an “Excellent” rating as measured by the AM Best rating agency or an investment grade credit rating by any national credit rating agency and, if available, shall be noncancelable by the provider or the customer until completion of the decommissioning plan or until a replacement bond is secured; and

e. The bond or other similar security shall provide that at least thirty (30) days prior to its cancellation or lapse, the surety shall notify the applicant, its successor or assign, each landowner, the Energy and Environment Cabinet, and the county or city in which the facility is located of the impending cancellation or lapse. The notice shall specify the reason for the cancellation or lapse and provide any of the parties, either jointly or separately, the opportunity to cure the cancellation or lapse prior to it becoming effective. The applicant, its successor, or its assign, shall be responsible for all costs incurred by all parties to cure the cancellation or lapse of the bond. Each landowner, or the Energy and Environment Cabinet with the prior approval of each landowner, may make a demand on the bond and initiate and complete the decommissioning plan.

2. KRS 278.706 Section 2(m)(6): Communicate with each affected landowner at the end of the merchant electric generating facility's useful life so that any requests of the landowner that are in addition to the minimum requirements set forth in this paragraph and in addition to any other requirements specified in the lease with the landowner may, in the sole discretion of the applicant or its successor or assign, be accommodated;

3. KRS 278.706 Section 2(m)(7): Incorporate the requirements of subparagraphs 1. to 6. of this paragraph into the applicant's leases with landowners.

The information necessary to cure the deficiencies must be submitted within 10 days of the date of this letter. If you need further assistance, please contact Brian Thomas at 502-564-3940.

Sincerely,

Justin McNeil
Executive Director
On behalf of
The Kentucky State Board on Electric Generation and Transmission Siting

cc: Parties of Record

Service List for Case 2026-00256

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