1. The property for the proposed solar project is served by two electric distribution utilities: Kentucky Utilities Company (KU) in the northern end of the site and Inter-County Energy Cooperative (Inter-County) for the majority of the acreage. See the boundary on the web by following these instructions:

- Go to: <u>https://kygeonet.ky.gov/govmaps/</u>
- Scroll down to "Featured Web Maps and click on "Electric Service Areas"
- Fill in the address "1928 Crab Orchard Rd, Lancaster, KY, 40444" in the space labeled "Find address or place" and click on the search button. Use the button to zoom out to cover most of the project site.
- Some suggestions: Change the Basemap to "Imagery Hybrid". Under "Contents" the layers can be clicked on and off.

a. State whether Turkey Creek has been approached by any of these electric distribution utilities about supplying electric power to the site during the construction or operation phase. If so, please describe the interaction.

b. State whether the proposed solar facility will need to have electricity supplied to both electric territories during the construction or operation phase. State whether the electricity will be provided by both KU and Inter-County to serve the proposed solar facility that is located in their respective service territory.

c. State whether Turkey Creek intends to use one electric supplier and have the chosen utility file an electric territory boundary change with the Public Service Commission.

RESPONSE: 1a. No. Neither Turkey Creek nor its past or present representatives have

been approached by an electric distribution utility.

1b. During the construction phase there is potential for power to be delivered from either utility. Depending on where the temporary construction laydown yard will be, the power will need to be delivered to that general area for a construction trailer. The construction trailer will be temporary and should be considered to be the same load as a standard small office space. During the operational phase distribution power will not be needed from the local retail supplier.

1c. Turkey Creek intends to use one electric supplier. The supplier used will be based on the territory boundary where the laydown yard will be located. Turkey Creek does not anticipate asking the chosen utility to file an electric territory boundary change with the PSC.

Witness:	1a.	Carson Harkrader

- 1b. Hugh Tillett
- 1c. Hugh Tillett

2. There is an interstate gas transmission pipeline that crosses the project site. See

the pipeline on the web by following these instructions:

- Go to the National Pipeline Mapping System at <u>https://www.npms.phmsa.dot.gov/</u>
- Click on the "Use Public Map Viewer" and then choose Kentucky and Garrard County.
- Press the Zoom (+) button once, and then focus on the pipeline that runs between route 27 and 39. Reposition the image by holding down the mouse button and moving the pointer.
- Use the identify (blue i) button to click on the pipeline to find the following information: Tennessee Gas Pipeline Company, pipeline 800-1, active with natural gas as of 3/12/2019 and the contact information for the Public Awareness Coordinator at (800) 276-9927, email:
 <u>PUBLICAWARENESS@KINDERMORGAN.COM</u>, 1001 Louisiana Street Suite1000, Houston, TX 77002.

a. State whether Turkey Creek has contacted Kindermorgan / Tennessee Gas Pipeline Company regarding this pipeline. Describe all contacts with this company.

b. Does Turkey Creek have a copy of the right of way easement for the

pipeline? If so, provide a copy of the easement.

c. Revise the site map (Exhibit_A2_Turkey_Creek_Siting_Layout_-_12.09_-

reduced.pdf(01285415xA9D25).pdf) to show the right of way easement for the pipeline as well as easements for the KU and EKPC transmission lines.

d. State whether the location of the pipeline will have any impact on the location of the solar panels. If so, show the revision on the site map as well.

e. State whether Kindermorgan has any stipulations about the access roads that will cross the pipeline. State whether there is a vehicular weight or frequency limit either from

CASE NO. 2020-00040 TURKEY CREEK SOLAR, LLC Responses to Siting Board's Supplemental Request for Information

Kindermorgan or the U.S. Department of Transportation's Pipeline and Hazardous Materials Administration regarding use of any access roads that will cross the pipeline.

f. State whether Turkey Creek has any arrangements to work with Kindermorgan during project construction.

g. If known, state whether Kindermorgan has any plans to replace the existing pipeline or expand the right of way to accommodate an additional pipeline.

RESPONSE: 2a. Carolina Solar energy reached out to Tennessee Gas Pipeline Company on 5/19/2020. Carolina Solar was directed to Dee Mann at Kinder Morgan. Once connected with Kinder Morgan, Carolina Solar and Silicon Ranch had a call on 5/26/2020 to discuss the encroachment permit process. As a condition to approving an encroachment agreement, Kinder Morgan will require Silicon Ranch to obtain various diligence reports and to provide to Kinder Morgan design plans for its review and comment. Silicon Ranch plans to continue to working with Kinder Morgan to establish a diligence plan sufficient for the subsequent design/permitting phase. Silicon Ranch anticipates receiving the encroachment permit once the engineered drawings are submitted to Kinder Morgan and approved.

- 2b. See attached Exhibit.
- 2c. See attached Exhibit.

2d. Yes, the location of the easement could potentially have an impact on the panels' placement. However, the panels will not be located within the easement area.

2e. Kinder Morgan has certain requirements as to how developers must cross their pipelines. Turkey Creek will have a site access road that crosses the Kinder Morgan pipeline. During the design and permitting phase, Turkey Creek will work with Kinder Morgan

to ensure the project is engineered and constructed in a manner that meets all required vehicular weight, frequency limits, or other applicable crossing requirement of the U.S. Department of Transportation's Pipeline and Hazardous Materials Administration.

2f. Turkey Creek will coordinate with Kinder Morgan during the design and permitting phase of the project.

2g. Turkey Creek does not know whether Kinder Morgan has plans to replace or expand the right of way.

Witness:	2a.	Hugh Tillett/Carson Harkrader
	2b.	Hugh Tillett
	2c.	Carson Harkrader
	2d.	Carson Harkrader
	2e.	Hugh Tillett
	2f.	Hugh Tillett
	2g.	Hugh Tillett

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;	STATE OF KENTUCKY
	Sct.
	County of Garrard
	I, William R. Layton, Clerk of the Garrard County Court do hereby certify that the foregoing
	Right D They liquis ment from Success Richard & Sulfe
	to the wat and a first the second of the sec
١	was on _ 2 , filed in my office for record
ä	and the same together with certificate thereon and this certificate duly recorded in $\frac{2}{\sqrt{2}}$ B $\frac{77}{\sqrt{2}}$
	This <u>28</u> day of <u>19</u> <u>19</u> <u>19</u> <u>19</u> <u>19</u> <u>19</u> <u>19</u> <u>19</u>
	Attest William A. Karter Clerk, G.C.C. By Land King D.C.
-	By <u>Aug</u> D.C.
_	JOINT ACKNOWLEDGMENT
	COMMONWEALTH OF KENTUCKY SS.
C	COUNTY OF GARRARD
	I, the undersigned, a Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the above and
	oregoing instrument of writing was produced to me in said Commonwealth and County by Shirley Budgon
a	nd Mary B. Hudson , his wife, who acknowledged and delivered the same to be their acts and deeds WITNESS my hand and Notarial Seal this 13th day of August , 19 58
	My Commission will expire on the 5th day of October
	Thington, Think is
(,	AFFIX NOTARY SEAL HERE) NOTARY PUBLIC, State at Large TRUBUNG Ky
N. 18. 77	LINE NO LIST NO LIST NO ORDER NO ORDER NO ORDER NO ISTOM Pated From From From IDCATION LOCATI
fo	CORPORATE ACKNOWLEDGMENT DUNTY OF
:	AFFIX NOTARY SEAL HERE)
	LIFIX NOTARY SEAL HERE) ' 'NOTARY PUBLIC,COUNTY, Ky.

Exhibit 2b

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· · · ·	·	٠		1.1	AUG 19 1858
L.L. KY. PM-689	,	ROAD	GRANT		19 19 1958
					343819
STATE OF	TUCKY				
COUNTY OF GAR	RARD				
FOR AND IN	CONSIDERATION	OF Five Hur	dred Ninety 7	wo and 50/10	0 (\$ 592,59 Dollar
to_ them in hand pai	id, the receipt of whi	ch is hereby a	knowledged,	Shirley X	Hudson and
	Mary B. Hudso	n, his vife			do
hereby grant unto T Delaware, its success	ENNESSEE GAS T	RANSMISSIO	N COMPANY, ir repair, maintain	corporated und	er the laws of the State of way on, over and through
-	certai		······		-
Gerrard	County.		, bounded and	described as t-1	lands situate in
Bernded .	5,				10.442
Bounded :	On the North On the East]	by the land	ds of John M. s of the Dalte	Evans Retate	
	On the South	by the land	is of J. W. Co		•
	un the West 1	by the land,	of the L & l	Reilroad	
				•••	
upon the route describ	•		•		
L & M Railroad t	rack, through th	be Hadson fa	rm in a south	easterly di	rection to the
				•	
Toppessee Gas Th	anguigation Co. 1			110 1 297	
Tennessee Gas T	ansmission Co. 1	ALGUT OF	Ly at Station	410 7 37.	
- It is understood a	and agreed that this r	oad right of wa	ay does not and :	hall not extend	generally for the use of
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Exhibit 2b

I, William R. Layton, Clerk of the Garrard County Court do hereby certify that the foregoing Clerk, G.C.C. D.C. Page 573 -- 19-<u>57</u>, filed in my office for record and the same together with certificate thereon and this certificate duly recorded in $\mathscr{A} - B$. ala ora 19.48 × * to clim Attest _ from By ... - day of _ Sct. STATE OF KENTUCKY 27. day of ____ **County of Garrard** 29 al. was on This _____ Ť. - **r**;



KU Transmission Line Easement

Approximate Tennessee Gas Line Easement

Solar panel, equipment and road locations are indicative and may be adjusted within the shaded areas shown within the Project Footprint



At Minimum 300' to Solar Equipment from parcel boundary around neighborhood

EKPC Transmission Line Easement

At Minimum 200' to Solar Equipment from parcel boundary around remaining perimeter



1 TYPICAL PIER HEIGHT

- located with this Exhibit.
- Carolina Solar Energy.
- determine final design.
- will be removed.
- inverter locations
- digging.
- will have some lighting.



Standard Notes

(1) The Purpose of this plan is for a Power Generation Permit for review and approval by the Kentucky State Siting Board to construct a solar energy system. All information shown is for planning purposes only.

(2) The property lines, existing improvements, and topographic data shown hereon are not based on a field survey and have been completed from ArcGIS & Google Earth Imagry. No field evidence of property markers were

(3) Wetlands and Streams are shown representative of a delineation received by

(4) Project area will be cleared and grubbed as necessary, retaining predevelopment drainage patterns as much as possible. Minor grading will occur around inverter areas to divert surface drainage. Areas subject to rutting during construction will be temporarily stabilized with gravel that will remain after construction. Soil conditions and equipment loads will

(5) Proposed construction and temporary laydown yard/construction staging area to be used during site construction. A portion of this area will be covered with gravel to allow delivery of construction materials. Prior to construction, this area will be compacted by a smooth drum or sheepsfoot roller to reduce/prevent rutting. Following construction gravel laydown yard

(6) Access aisles shown on this plan indicate construction and maintenance access points for ingress/egress. Prior to construction, these aisles are compacted by a smooth drum or sheepsfoot roller to reduce/prevent rutting. Gravel may be placed in high traffic or poorly draining areas during construction activites to improve access. Soil access aisle will be scarified, aerated, and re-seeded after construction. Access aisles to inverters may require gravel to support delivery equipment loads. Soil conditions and final equipment selection will determine if gravel access aisles will be required to

(7) All Right-Of-Ways are public unless noted otherwise.

(8) Utility lines and services shown hereon are approximate per aerial photography or as reported by various responsible parties. Location of underground utilities are not shown. Call appropriate authorities before

(9) No lighting is proposed for the array area. The Interconnection Substation

(10) 6' tall chain link fence with three strands of barbed wire or similar to meet National Electric Code requirements. The proposed access gate will be will be locked with a standard keyed or combination lock. Emergency personnel will be provided a key or combination for access.



Carolina 400 W Ma Durham, Suite 503 key Cr MWAC Tu 50 **ISSUE** 7.8.20 **PROJ DESCRIPTION** Array Layout **DRAWN** C a

01

3. Refer to the Notice of Transfer filed on June 12, 2020.

a. State whether Silicone Ranch Corporation has a good environmental compliance history and provide all supporting information for establishing good environmental compliance history.

b. State whether Silicone Ranch Corporation has the financial, technical, and managerial capacity to meet any obligations imposed by the terms of any approval or has the ability to contract to meet those potential obligations.

RESPONSE: 3a. Silicon Ranch Corporation has an excellent environmental compliance history. It has complied in all material respects with all state and federal environmental laws and regulations, does not have any material pending federal or state actions against it alleging violations of environmental laws or regulations, and has never been subject to fines or penalties for any alleged violation of law. Since the company was founded nearly a decade ago, Silicon Ranch has remained steadfast in its devotion to operating responsibly and requires both its employees and its contractors to adhere to its Code of Conduct and its Policy on Health, Security, Safety, the Environment, and Social Performance. In recognition of its environmental performance, Silicon Ranch has received national and state awards, including but not limited to the Green Power Leadership Award from the Center for Resource Solutions, the Diamond Award for Excellence in Environmental Leadership from the Arkansas Environmental Foundation, and the inaugural Environmental Technology Award from the Arkansas Department of Environmental Quality. Moreover, Silicon Ranch's transformative Regenerative Energy platform is a holistic, outcome-based model for land management that co-locates clean electricity generation with regenerative agriculture to restore biodiversity and soil health, improve water quality, and sequester atmospheric carbon in the soil, all while keeping the land housing its solar

CASE NO. 2020-00040 TURKEY CREEK SOLAR, LLC Responses to Siting Board's Supplemental Request for Information

arrays in agricultural production. Earlier this year, the Savory Institute issued certificates certifying that six of Silicon Ranch's projects in Tennessee and Mississippi are the world's first sites ever to be declared "regenerative" through application of Ecological Outcome Verification protocols.

3b. Silicon Ranch Corporation has the financial, technical, and managerial capacity to meet reasonable obligations imposed by the terms of any approval or has the ability to contract to meet reasonable obligations. It is the U.S. solar platform for Shell New Energies US, LLC, an affiliate of Royal Dutch Shell, plc, and one of the largest independent solar power producers in the country. It develops-to-own all of its solar farm projects and has a 100 percent track record of seeing them through from start to finish. Its diverse portfolio includes more than 120 solar farms across 14 states from New York to California. The portfolio includes more than 1.6 Gigawatts of PV systems that are contracted, under construction, or operating coast to coast. Silicon Ranch's team is comprised of nearly 50 individuals, including President and CEO Reagan Farr. Under Mr. Farr's leadership, Silicon Ranch has transacted in excess of \$1.5 billion of project financing with regional and global financial institutions. Silicon Ranch's Board of Directors includes Matt Kisber, the former Tennessee Commissioner of Economic Development and 10-term Tennessee State Representative, and Former Tennessee Governor Philip Bredesen. For additional information about Silicon Ranch, please see the company website: https://www.siliconranch.com/.

Witness: 3a. Hugh Tillett

3b. Hugh Tillett

4. Refer to Attachment A of the application, Volume II, Property Value Impact Report, page 2, regarding the statement that the nearest residential property is located 240 feet from the proposed solar facility. Refer also to Attachment C of the application, Volume II, Noise and Traffic Study, page 2, which states that the dwelling nearest to any proposed solar structure is located approximately 400 feet from the nearest solar panel. Lastly, refer to the motion for deviation, Exhibit 1, which shows that the closest residence (located in Merriwood Estates) to the solar facility is 300 feet. Reconcile the difference in these three statements regarding the closest residential property to the solar facility.

Response: Please see the attached letter explaining the 240 ft distance listed in the Property Value impact report. The approximate 400 ft distance from solar panel to dwelling is correct. The 300 ft distance from the general Merriwood Estates area to the Project boundary is correct as well. The difference is the approximate 400 ft distance is from structure to structure, whereas the approximate 300ft distance is from the property boundary to the project boundary.

Witness: Hugh Tillett

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Richard C. Kirkland, Jr., MAI 9408 Northfield Court Raleigh, North Carolina 27603 Phone (919) 414-8142 <u>rkirkland2@gmail.com</u> www.kirklandappraisals.com

July 7, 2020

Carson Harkrader Carolina Solar Energy 400 West Main Street, Suite 503 Durham, NC 27701

RE: Turkey Creek Solar Impact Study, Garrard County, KY

Ms. Harkrader

The purpose of this letter is to address a question from the Kentucky Siting Board related to the market impact analysis that I completed on this project on March 4, 2020.

The question relates to the closest distance from home to panel and a discrepancy in my report and the final submittal. The measurements that I took were based on earlier maps. The most recent map I have shows 200-foot and 300-foot setbacks from equipment to property boundaries. That map is dated 5/26/20 which is after the date of my appraisal. My measurements were based on measurements from an older kmz file that included a building envelope. The measurements that you are currently showing are more current and should replace the measurements cited in my report. As the distances are greater than those considered in my report, I do not consider this increase in buffering distance to impact my conclusion in that impact analysis.

If you have any further questions please call me any time.

Sincerely,

Bill Child fr

Richard C. Kirkland, Jr., MAI Kirkland Appraisals, LLC

