

**Sebree Solar II, LLC**

**Case No. 2022-00131**

Application – Exhibit 7

**Kentucky State Board on Electric Generation and Transmission Siting  
Sebree Solar II, LLC – Case No. 2022-000131  
Application – Exhibit 7**

**Filing Requirement**

*A summary of the efforts made by the applicant to locate the proposed facility on a site where existing electric generating facilities are located (KRS 278.706(2)(g)).*

**Respondent: Jason Andrews**

Sebree II considered multiple factors when siting the Project. One important factor is its proximity to existing transmission infrastructure and the ability to locate within proximity, and in some circumstances adjacent to the Sebree Solar, LLC (“Sebree”) project.<sup>1</sup> A second factor considered was the sharing of the Sebree permitted and approved transmission line.<sup>2</sup> This efficiency eliminates the need for a second transmission line and reduces the overall footprint of the Project. The Project will co-locate the project substations with Sebree. The substation will be located central to the Sebree main solar array parcels, east of the intersection of State Road 283 and Robards Busby Station Road in Henderson County, Kentucky. The Big Rivers Reid EHV 161kV switchyard, located at the intersection of KY9004 and KY2097 in Webster County will serve as the Project’s point of interconnection.

The Sebree II solar panel arrays will be located both to the north and southwest of the Sebree array parcels. The Sebree II solar arrays will be connected to the Sebree II substation utilizing electric collection lines along an established underground corridor to connect with the

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<sup>1</sup> Case No. 2021-00072, *Electronic Application of Sebree Solar, LLC for a Certificate to Construct an Approximately 250-Megawatt Merchant Solar Electric Generating Facility and 4.5 Mile Nonregulated Electric Transmission Line in Henderson County, Kentucky and Webster County, Kentucky Pursuant to KRS 278.700 and 807 KAR 5:110*, (Ky. PSC Feb. 9, 2022) (Case No. 2021-00072, Sebree project).

<sup>2</sup> *Id.*

shared substation footprint. The location of the solar panel arrays is also dependent on voluntary landowner participation and land rights acquisition.

The design of the Sebree project, which received a Construction Certificate on February 9, 2022 in Case No. 2021-00072, has progressed since that time.<sup>3</sup> During the Siting Board proceedings for the Sebree Project, it was noted that the specific racking system – fixed or tracking had not been selected for the Sebree Project.<sup>4</sup> The Sebree Project has finalized the decision to utilize a fixed racking system, which also reduces the footprint of the project as fixed racking systems are more compact than tracking systems. The following parcels have since been removed from the Sebree Project boundaries and a filing has been made to inform the Siting Board of these changes, consistent with Mitigation Measure 2 of the Sebree Solar Construction Certificate, issued February 9, 2022.<sup>5</sup>

Parcel Number	Parcel Acreage
61-30	67
61-31	40
61-32	19
61-33	17
61-34	19
61-35	16
61-37	63
61-39	13
60-70	127
<b>TOTAL</b>	<b>381</b>

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<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at Response 18 to the Siting Board Staff's First Request for Information (filed Oct.15, 2021), and Response 4 to the Siting Board Staff's Second Request for Information (filed Nov. 12, 2021).

<sup>5</sup> *Id.* Sebree Solar, LLC's Notice of Site Plan Amendment (filed April 18, 2023).

The Sebree II project utilizes these parcels that are no longer planned to be used as part of the Sebree project, also including other nearby parcels owned by participating voluntary landowners. The Sebree II Project boundary, including these parcels, is set forth in **Exhibit 2**.

In the original application for Sebree, it was contemplated that the transmission line included in the Sebree permit would be overbuilt to 400 MW to accommodate both the Sebree Project's 250 MW and the Sebree II Project's 150 MW. Because utility scale solar economic feasibility is highly dependent on proximity to existing transmission infrastructure and regional solar energy rates, this co-location arrangement is ideal for Sebree II. A Shared Facilities Consent Agreement has been executed between Sebree and Sebree II, providing that a portion of the gen-tie will be transferred to Sebree II conditioned on receipt of necessary regulatory approvals for the Project, including a Construction Certificate by the Kentucky Electric Generation and Transmission Siting Board.

Attachment A: Sebree and Sebree II Shared Facilities Agreement

**Sebree Solar II, LLC**

**Case No. 2022-00131**

**Application – Exhibit 7  
Attachment A**

**Sebree and Sebree II  
Shared Facilities  
Agreement  
(6 pages)**

## CONSENT AGREEMENT

The Consent Agreement (this “Agreement”) is entered into on April 13, 2023 (“Effective Date”), pursuant to the requirements of section 3.3.1.4 of Attachment X, Generator Interconnection Procedures (“GIP”), to the Open Access Transmission Tariff (the “MISO Tariff”) of the Midcontinent Independent System Operator (“MISO”). The parties to this Consent Agreement are 1) Sebree Solar, LLC (“Sebree Solar I”), a subsidiary of NextEra Resources, which is developing a 250 MW Solar (net) generating facility (“Sebree Solar I Facility”) to receive interconnection service under the J1466 Generator Interconnection Agreement (“GIA”), 2) and Sebree Solar II, LLC (“Sebree Solar II”), which is developing a 150 MW Solar (net) generating facility (“Sebree Solar II Facility”) to receive interconnection service under the J1696 Generator Interconnection Agreement (“GIA”). Sebree Solar I and Sebree Solar II are collectively referred to as the “Parties,” and each a “Party.”

Terms capitalized but not defined herein shall have the meaning given such term in the MISO Tariff.

## RECITALS

WHEREAS, the Tariff requires that if an Interconnection Request will share Interconnection Customer Interconnection Facilities with one or more existing projects or pending Interconnection Requests, the Interconnection Customer(s) shall enter into a consent agreement to be provided to MISO.

WHEREAS, the Parties will each interconnect with Big Rivers Electric Corporation (“Big Rivers”) through Interconnection Customer Interconnection Facilities that will initially be owned by Sebree I, and if a Construction Certificate is granted by the Kentucky Electric Generation and Transmission Siting Board for Sebree II, a percentage of the Interconnection Facilities will be transferred and owned by Sebree II, after construction of the Interconnection Facilities

WHEREAS, the Parties are entering into this Agreement to establish the respective rights and obligations of the Parties with respect to sharing of the Interconnection Customer Interconnection Facilities and the Gen-tie.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

### 1. TERM

**1.1 Term:** The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated by mutual agreement of the Parties.

### 2. SHARED INTERCONNECTION CUSTOMER INTERCONNECTION FACILITIES

**2.1 Construction and Ownership of the Shared Interconnection Customer Interconnection Facilities:** The Interconnection Customer Interconnection Facilities shown in Exhibit A to this Agreement will be constructed and will eventually be jointly owned by the Parties, with Sebree Solar I owning a 62.5% ownership interest and Sebree Solar II owning a 37.5% ownership interest. This joint ownership is subject to the receipt of all necessary regulatory approvals by both Parties, including the Kentucky Electric Generation and Transmission Siting Board granting a Construction Certificate for Sebree Solar II. The rights to be granted to Sebree Solar II under this Agreement shall not be exercisable by Sebree Solar II until the Interconnection Facilities have been constructed, but must be exercised before the Sebree Solar II Facility will be energized. The grant of rights to Sebree Solar II is made only to the extent that such rights do not limit in any material respect the ability of the Parties to comply with the terms and conditions of their respective GIAs and the conditions of their respective Kentucky Electric Generation and Transmission Siting Board Construction Certificates.

**2.2 Shared Rights to the Interconnection Customer Interconnection Facilities and Communications Requirements:** As specified in each Generator Interconnection Agreement, the Generators shall have the right to interconnect with the Interconnection Customer Interconnection Facilities, to the full extent necessary for each to operate its Facility at the capacity permitted under its respective GIA, subject to the terms of this Agreement. The Parties and their respective contractors shall have access to the Interconnection Customer Interconnection Facilities for the following purposes: (i) inspection, and (ii) for maintenance or repair, as may be needed with the consent of the owner of each facility, subject to section 2.3 below. To the fullest extent commercially reasonable and subject to prudent industry practices, the Parties shall use the Interconnection Customer Interconnection Facilities in such a manner as to permit the use and enjoyment by the other of its rights in and to the Interconnection Customer Interconnection Facilities without interference.

**2.3 Responsibilities for Operation, Maintenance, and Repair of the Gen-tie and Communications Requirements:** The Parties shall include the Interconnection Customer Interconnection Facilities among the Interconnection Customer Interconnection Facilities listed in their respective GIAs and shall perform all duties of an Interconnection Customer pursuant to the GIA and Tariff with respect to such shared Interconnection Customer Interconnection Facilities. The Parties acknowledge that Sebree Solar I is the Facilities Manager responsible for operating and maintaining the Interconnection Customer Interconnection Facilities and, and Sebree Solar I has the responsibility regarding communications at the point of interconnection with the transmission owner, Big Rivers, and MISO relating to interruptions, voltage control and, as applicable, other operational issues pursuant to the terms and conditions of the Generator Interconnection Agreements.

**2.4 Description of the Interconnection Customer Interconnection Facilities in GIAs:** The Parties agree that the one-line diagram shown in Exhibit A to this Agreement accurately depicts the agreement of the Parties with respect to the configuration and division of ownership and responsibilities with respect to the Interconnection Customer Interconnection Facilities. The Parties agree that any description of, or one line diagram showing, the Interconnection Customer Interconnection Facilities included in appendices to the GIA for each Party shall be consistent with this Agreement, including Exhibit A hereto.

**2.5 Prior Written Consent:** Except as set forth in this Agreement, the Tariff, or the GIA for a Project, no Party shall take any action that results in the forbearance, foreclosure, termination or alteration of the rights of, or increases the obligations or responsibilities of, the other Parties under this Agreement, without the prior written consent of the other Parties.

### **3. MISCELLANEOUS**

**3.1 Relationship of Parties:** The Parties do not intend to create hereby any joint venture, partnership, association or any other entity for the conduct of any business.

**3.2 Modification and Amendment:** The terms of this Agreement may only be modified or amended in a writing signed by all Parties.

**3.3 Waiver:** The failure of a Party to insist upon or enforce strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, and remedies in that or any other instance; rather, the same shall be and remain in full force and effect.

**3.4 Enforceability:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition, but shall be effective to the extent of the remaining provisions hereof.

**3.5 Assignment:** No Party may assign any of its benefits, rights or obligations hereunder to any third party without the prior written consent of each other Party, provided, however, that the Parties may a) collaterally assign this Agreement to any entity, or such entity's agent, in connection with a financing or a refinancing of its Facility, (b) assign this Agreement to any entity in connection with a foreclosure by any entity, or such entity's agent, in connection with such entity's collateral interest in this Agreement, or (c) assign this Agreement to any entity acquiring their Facilities. The Parties agree to execute, acknowledge and deliver any and all customary documents, and to take any other actions that may be reasonably necessary or desirable (i) to accommodate each Facility's financing or any refinancing thereof, (ii) to satisfy the requests of any lender or prospective lender or tax equity provider in connection with such financing or refinancing, (iii) to obtain any authorization necessary or convenient in connection with the funding of the acquisition, construction, ownership, operation or maintenance of the Facilities, and (iv) to otherwise effectuate the purpose and intent of this Agreement.

**3.6 Indemnification:** The Parties (each an "Indemnification Party") shall indemnify, defend and hold each other Indemnification Party, including its officers, directors, shareholders, members and affiliates, harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Indemnification Party's performance or nonperformance of its obligations under this Agreement, except in cases of gross negligence, willful misconduct or intentional wrongdoing by the indemnified Indemnification Party. However, in no event shall any Indemnification Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages,



including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability, provided, however, that the foregoing shall not be construed to limit the liability of any Party to any other Party under any other agreement.

**3.7 Governing Law:** This Agreement shall be governed by and constructed in accordance with the laws of the State of Kentucky, without regard to its conflict of laws provisions.

**3.8 Entire Agreement:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof.

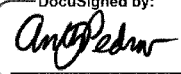
**3.9 Section Headings; References:** The section headings in this Agreement are for convenience of reference only and shall not modify, define, expand, or limit any of the terms or provisions hereof. References in this Agreement to Sections are to Sections of this Agreement unless otherwise specified.

**3.10 Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and all of which when taken together shall constitute one and the same instrument.

**3.11 Specific Performance:** The Parties may demand specific performance of this Agreement. Each Party hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance.

**IN WITNESS WHEREOF**, the Parties have caused this Consent Agreement to be executed as of the date first written above.

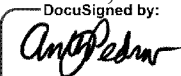
Sebree Solar, LLC:

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By:  \_\_\_\_\_  
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Name: Anthony Pedroni

Title: VP, Development

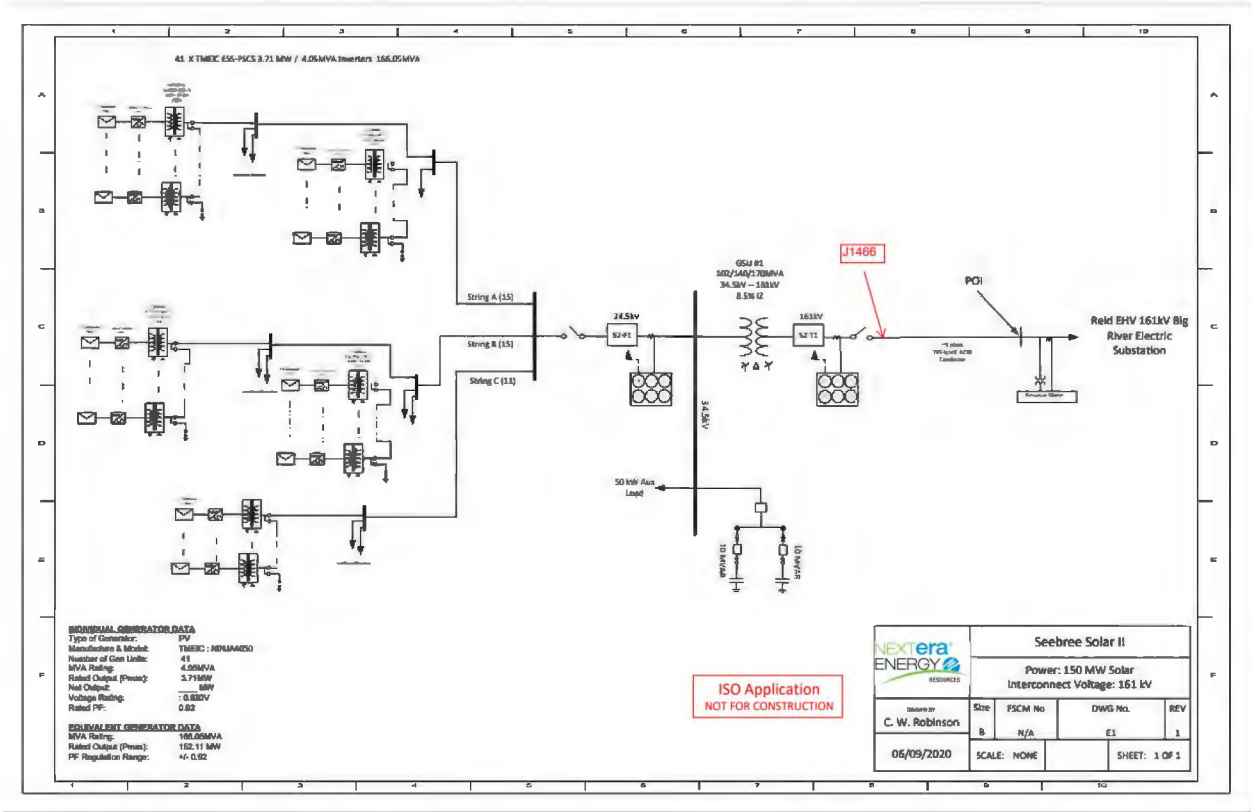
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Name: Anthony Pedroni

Title: VP, Development

## Exhibit A: One Line Diagram



**INDIVIDUAL GENERATOR DATA**  
 Type of Generator: PV  
 Manufacturer & Model: TRS20 : HDMA4000  
 Number of Gen Units: 41  
 MVA Rating: 4.08MVA  
 Rated Output (Power): 3.718MW  
 Net Output: MW  
 Voltage Rating: 0.625V  
 Rated PF: 0.92

**EQUIVALENT GENERATOR DATA**  
 MVA Rating: 168.05MVA  
 Rated Output (Power): 152.71 MW  
 PF Regulation Range: +/- 0.92

		<b>Seebree Solar II</b>		
		Power: 150 MW Solar Interconnect Voltage: 161 kV		
Issued by: C. W. Robinson	Size: B	FSCM No: N/A	DWG No.: E1	REV: 1
Date: 06/09/2020	SCALE: NONE	SHEET: 1 OF 1		