

COMMONWEALTH OF KENTUCKY

BEFORE THE ELECTRIC GENERATION AND TRANSMISSION SITING BOARD

In the Matter of:

THE ELECTRONIC APPLICATION OF BRIGHT MOUNTAIN SOLAR, LLC FOR A CERTIFICATE OF CONSTRUCTION FOR AN UP TO 80 MEGAWATT MERCHANT ELECTRIC SOLAR GENERATING FACILITY AND RELATED NONREGULATED TRANSMISSION LINE OF APPROXIMATELY 4 MILES IN PERRY COUNTY, KENTUCKY PURSUANT TO KRS 278.700 AND 807 KAR 5:110)))))))))	CASE NO. 2022-00274
--	---	---------------------

**BRIGHT MOUNTAIN SOLAR, LLC'S RESPONSE TO
SITING BOARD STAFF'S POST-HEARING REQUEST FOR INFORMATION**

Applicant Bright Mountain Solar, LLC (“Bright Mountain”) respectfully submits its responses to the Siting Board Staff’s Post-Hearing Request for Information as follows:

- 1. Provide the specific decommissioning language for transmission lines in the easement between solar companies and landowners.

RESPONSE: See Section 12.3 - **Effect of Termination**, which states in relevant part:

Upon termination of the Agreement, whether as to the entire Property or only as to part, Lessee shall (i) upon written request by Landowner, execute and record a quitclaim deed to Landowner of all of Lessee’s right, title and interest in and to the Property, or to that part thereof as to which this Agreement has been termination, and (ii) as soon as practicable thereafter, remove all Solar Energy Facilities from the Property or portion of the Property as to which this Agreement was termination to a depth of three (3) feet, exclusive of any continuing right established pursuant to this Agreement to survive the term of this Agreement, and restore the soil surface to a condition reasonably similar to its original condition. If Lessee fails to remove such Solar energy Facilities pursuant to and in accordance with this Agreement within twelve (12) months of termination of this Agreement, Landowner may do so, in which case Lessee shall reimburse Landowner for reasonable and actual costs of removal incurred by Landowner, less any salvage value received by Landowner, within thirty (30) days after receipt of an invoice from Landowner.

Section 1.9 – **Basic Provisions** defines “Solar Energy Facilities” as:

All facilities, structures, equipment, machinery, materials and property of every kind and character, including, without limitation, Energy Storage Facilities, that are constructed, installed, and/or placed on, above, or under the Property by or on behalf of Lessee in connection with a Solar Project or Energy Storage. Solar Energy Facilities include, but are not limited to, individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities (including battery or battery-like technology making up Energy Storage Facilities) necessary to harness sunlight for photovoltaic or solar thermal electric energy generation, including without limitation, heating, and power generation systems installed in connection with the foregoing solar energy facilities, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structures, interconnection facilities for delivery to a utility grid or other system (including transformers and electrical transmission lines), energy collection facilities, braces, wiring, plumbing, and related equipment, as well as facilities for solar research and development activities, including operations and maintenance building(s), together with all related utilities supporting same.

Responding witness: Andrew House

2. Provide a table with the distances from the nearest nonparticipating residence (dwelling, not property line) to the following:
 - a. Fencing.
 - b. Closest solar panel.
 - c. Closest inverter.
 - d. Substation.

RESPONSE: Please see the below table.

Distance of Nearest Nonparticipating Residences to Facility Components

Facility Component	Distance to Nearest Nonparticipating Residence (Feet)	Receptor ID of Nearest Nonparticipating Residence
Fencing	671	259
PV Panel	696	259
Inverter	1,332	259
Substation	1,237	180

Responding Witness: Sean Hollowell

3. Refer to the Motion for Deviation from the Setback Requirements. For the closest residence (dwelling, not property line) in each neighborhood, provide a table with the distance to the following:
- a. Fencing.
 - b. Closest solar panel.
 - c. Closest inverter.
 - d. Substation.

RESPONSE: Please see the below table.

Distance of Nearest Residence within Residential Neighborhoods to Facility Components

Residential Neighborhood ID	Facility Component	Distance to Nearest Residence within Residential Neighborhood (Feet)	Receptor ID of Nearest Residence within Neighborhood
1	Fencing	1,055	110
1	PV Panel	1,425	212
1	Inverter	2,367	180
1	Substation	1,446	180
2	Fencing	1,352	188
2	PV Panel	1,362	188
2	Inverter	2,241	188
2	Substation	3,840	188
3	Fencing	1,352	181
3	PV Panel	1,359	181
3	Inverter	2,784	181
3	Substation	5,877	181

Responding Witness: Sean Hollowell

- Please explain, in detail, Avangrid Renewables, LLC and the six alleged violations by the subsidiary of the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act.

RESPONSE: By way of clarification, Bright Mountain reported that Avangrid Renewables, LLC and six wholly-owned subsidiary wind energy project entities were subject to a settlement agreement, and there is no reference to any quantity of alleged violations. The proceeding was styled *In the Matter of Avangrid Renewables, LLC, Manzana Wind LLC, Shiloh I Wind Project LLC, Tule Wind Project LLC, Juniper Canyon Wind Power LLC, Big Horn Wind Project LLC, and Big Horn II Wind Project LLC*, U.S. Fish and Wildlife Service, Region 8, INV 2015800331. The six wind projects at issue are located in California and Washington. The matter was resolved by a compromise settlement agreement with no admission of liability by the Respondents on or about April 25, 2016. On or about November 13, 2020, U.S. Fish and Wildlife issued a letter confirming the Respondents’ full compliance with the terms of the settlement agreement.

Responding Witness: Andrew House

- Provide each of the unredacted leases or purchase agreements for every parcel of the project, including options, separate agreements, or deeds which Bright Mountain has entered into in connection with the proposed solar facility.

RESPONSE: Unredacted copies of the requested items are being emailed to the Board, consistent with Bright Mountain’s Motion for Confidential Treatment of material terms in them, which is being concurrently filed herewith. Copies of the applicable easements are included as Exhibit A hereto.

Responding Witness: Andrew House

6. Provide any internal document or written agreement for Aurora, Avangrid, or Bright Mountain that states that Aurora Solar shall or will transfer leases and other rights to Bright Mountain Solar.

RESPONSE: Please see attached Exhibits B (letter agreement stating leases will be transferred from Aurora to Bright Mountain no later than 90 days prior to commencement of construction) and C (Secretary’s certificate confirming both Aurora and Bright Mountain are wholly-owned subsidiaries of Avangrid Renewables, LLC).

Responding Witness: Andrew House

7. Refer to the Hearing Testimony of Mark Bastasch. Provide the study from the United Kingdom that Mr. Bastasch stated he relied upon when responding to the consultant’s report.

RESPONSE: The study cited by Mr. Bastasch is copyrighted material and available in full when purchased; however, the citation to the data provided by Mr. Bastasch in his testimony is British Standards Institute (2009). Code of practice for noise and vibration control on construction and open sites – Part 1: Noise. Table C.3, Item 2 “Hydraulic hammer rig”. BS 5228-1:2009+A1:2014. The full work is available for purchase at: <https://knowledge.bsigroup.com/products/code-of-practice-for-noise-and-vibration-control-on-construction-and-open-sites-noise?version=standard>.

Responding Witness: Mark Bastasch

8. Provide a copy of all environmental surveys completed by Bright Mountain, including the Phase I Environmental Assessment.

RESPONSE: Please see attached Exhibits D (Phase I Environmental Site Assessment dated August 2021) and E (Wetland and Stream Delineation Report dated August 2023).

Responding Witness: Andrew House

9. Provide any IPCAC studies and historical property reports if not already submitted.

RESPONSE: Bright Mountain is continuing to perform applicable studies at appropriate times on an ongoing basis. Several studies have been completed to date utilizing preliminary layout information, which has evolved during the development process, and are attached hereto. Please see Exhibits F (Phase IA Archaeological Survey dated September 2022) and G (Historical Resources Survey dated October 2022).

Responding Witness: Andrew House

10. Provide the status of mineral rights at the project site and describe whether the status of the mineral rights will pose as impediment to project development.

RESPONSE: Title work for the Project began early in the fourth quarter of 2023, and Bright Mountain is actively working with its legal counsel and title company to develop an acceptable title policy. This work will remain a priority for Bright Mountain through 2024, timing that fits well with the Project's anticipated construction timeline. Bright Mountain does not currently anticipate any impediment to Project development as a result of mineral rights status at the Project Site.

Responding Witness: Andrew House

11. Explain what type of transmission service Bright Mountain has applied for with PJM.

RESPONSE: The Project has applied to participate in both the energy and capacity PJM markets.

Responding Witness: Andrew House

Respectfully submitted,



Sommer L. Sheely
Dylan F. Borchers
BRICKER GRAYDON LLP
100 South Third Street
Columbus, OH 43215-4291
Telephone: (614) 227-2300
Facsimile: (614) 227-2390
E-mail: ssheely@brickergraydon.com
dborchers@brickergraydon.com

Counsel for Bright Mountain Solar, LLC