

COMMONWEALTH OF KENTUCKY
BEFORE THE ELECTRIC GENERATION
AND TRANSMISSION SITING BOARD

In the Matter of:

ELECTRONIC APPLICATION OF PIKE)
COUNTY SOLAR PROJECT, LLC FOR A)
CERTIFICATE OF CONSTRUCTION FOR AN)
UP TO 100 MEGAWATT MERCHANT)
ELECTRIC SOLAR GENERATING FACILITY)
IN PIKE COUNTY, KENTUCKY)

Case No. 2024-00105

PIKE COUNTY SOLAR PROJECT, LLC'S RESPONSES TO
NOS. 84 THROUGH 92 OF FIRST DATA REQUESTS

84. Provide a list of permits from other local, state, or federal agencies that have been or will be obtained prior to construction or operations.

RESPONSE: See **Attachment K** for list of potential permits. The Project has not yet but will timely obtain all necessary permits.

85. Provide copies of documents submitted to other agencies, other than what is provided in the application.

RESPONSE: No documents were submitted to other agencies besides those provided in the application.

86. Refer to the Application, Tab 10, Economic Impact Report. Explain what portion of construction phase jobs would be filled by Pike County residents.

RESPONSE: Pike County Solar Project, LLC plans to enter into an Engineering, Procurement, and Construction (EPC) contract for this project, so it is not currently possible to know precisely how many workers will be employed nor their total compensation. The estimated 240 direct jobs during construction will consist of construction managers, heavy equipment operators, installers, electricians, and fencers, to name a few. Most of the jobs are skilled labor and may not be Pike County residents. The estimated 88 spinoff jobs are those that will support the local establishments and are more likely to be local residents of Pike County.

87. Refer to the Application, Tab 10, Economic Impact Report. Provide an estimate of the amount of Project investment (1) in Pike County, (2) total within Kentucky, and (3) total outside Kentucky.

RESPONSE: At this time, it is unknown the specific sourcing locations for material and labor. The Project will work with Pike County and Kentucky vendors to source as much labor and materials as feasible. The Project will provide additional information as the Project progresses, and more accurate estimates become possible.

88. Refer to the Application, Tab 10, Economic Impact Report. Provide a summary table showing the direct and total employment, labor income and output for Project construction (including the transmission line), occurring in Pike County and separately for Kentucky.

RESPONSE: See response to DR 87.

89. Refer to the Application, Tab 10, Economic Impact Report. Provide the estimates of the annual PILOT payments that might be made to the County under an Industrial Revenue Bond.

RESPONSE: The Project is not currently pursuing an IRB or PILOT, but it will continue to evaluate this possibility. As such there are currently no anticipated PILOT payments.

90. Explain whether Pike County Solar will pursue an Industrial Revenue Bond and Payment In Lieu of Taxes agreement with Pike County. If so, explain how that might change the cumulative tax revenues of the Project.

RESPONSE: The project may pursue an IRB or PILOT but has not to date.

91. State the expected operational life of the Project.

RESPONSE: The expected operational life of the Project is 35 to 40 years.

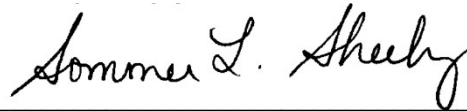
92. Explain any commitments regarding infrastructure removal or land restoration during decommissioning included in the landowner lease agreements.

RESPONSE: The commitments regarding infrastructure removal or land restoration during decommissioning are as set forth in the Project's Decommissioning Plan, which was

submitted with the Application at Tab 12, Site Assessment Report, Exhibit F. Additionally, the applicable lease provides as follows regarding infrastructure removal or land restoration during decommissioning:

6.4 Lessee's Obligation To Restore the Property. Lessee shall do the following with respect to any portions of the Property disturbed by Lessee in the course of Solar Operations: . . . (b) within twelve (12) months after the expiration, surrender or termination of this Lease, Lessee shall (i) remove from such portions of the Property any Solar Energy System owned or installed by Lessee thereon and (ii) restores such portions of the Property to a condition reasonably similar to its condition as of the Effective Date, including without limitation, de-compacting any substantially compacted soil and, if applicable, reseed disturbed soil with seed consistent with grass types in the vicinity of the Property . . .

Respectfully submitted,



Sommer L. Sheely
Dylan F. Borchers
Kara H. Herrnstein
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
kherrnstein@brickergraydon.com

Counsel for Pike County Solar Project, LLC